

**Government of Tripura**  
**Food, Civil Supplies and Consumer Affairs Department**  
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**E - TENDER DOCUMENT**

**e-TENDER DOCUMENT FOR PROCUREMENT OF  
'ISS GRADE S-30/S-31 SUGAR'  
FOR DISTRIBUTION THROUGH PDS NETWORK  
DURING THE PERIOD FROM APRIL 2019 TO MARCH 2020**

**Government of Tripura**  
**Food, Civil Supplies and Consumer Affairs Department**

**e-Tender for Procurement of Sugar up-to different  
State Transit Food Godowns of Tripura.  
(Two Bid System)**

Tender Form Cost Rs. 5,000/- (Non-Refundable)  
Bid EMD/Bid Security Rs.5,00,000/- (Refundable)

The undersigned for and on behalf of the Governor of Tripura invites e-Tender from the Sugar Manufacturers / Private or Co-operative Sugar Mills / Sugar Importers / Bulk suppliers / Traders of India for supply of total 10920.00 M.T. (tentative) ISS Grade S-30/S-31 Sugar out of 2018-19 seasons production to different State Food Godowns of Tripura during the period from April 2019 to March 2020 with an option for further 06 (six) months extension at the sole discretion of the Food CS&CA Department.

Sl.	Subject	Date	Time
1	NIT No.	<b>No.F.5-11(3)-PP(PD)-DF/2019-20 (Tender)/2303 Dated, 28.02.2019</b>	
2	Publishing Date	01.03.2019	11.00 A.M.
3	Document Download Start Date	01.03.2019	11.05 A.M.
4	Pre bid conference	11.03.2019	11.00 A.M.
5	Bid Submission Start Date	13.03.2019	2.00 P.M.
6	Document Download End Date	21.03.2019	3.00 P.M.
7	Bid Submission End Date	21.03.2019	5.00 P.M.
8	Submission of Tender Cost and Bid security Instruments in physical form & 3 sealed samples	21.03.2019	12.00 A.M.
9	Technical Bid Opening Date	22.03.2019	11.00 A.M.
10	Financial Bid Opening Date	To be notified later	
10	Bidding Website	<a href="http://www.tripuratenders.gov.in">www.tripuratenders.gov.in</a>	

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### **E-Tender Notice**

Unconditional Bids are invited from the Sugar Manufacturers / Private or Co-operative Sugar Mills / Sugar Importers / Bulk suppliers / Traders of India for supply of total 10920.00 M.T. (tentative) ISS Grade S-30/S-31 Sugar out of 2018-19 seasons production on rate contract basis for the period from April 2019 to March 2020 with 06 (six) months extension option at the sole discretion of the Department to different State Transit Food Godowns of Tripura, as listed below:

Name of Article	Specifications	Quantity of Sugar	Place of Delivery
Sugar ISS Grade S-30/ S-31	ISS grade S-30/ S-31 Sugar (As per Annexure-B the NIT Document)	910 M.T. (tentative) per month	All 57 nos. State Transit/Feeder Food Godowns located across the State (No. of Food Godowns may increase / decrease subsequently)

Tender document can be seen on website [www.tenders.gov.in](http://www.tenders.gov.in), [www.fcatripura.gov.in](http://www.fcatripura.gov.in) and [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in), however, Bid can only be submitted on-line at State Government e-Procurement Portal – [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in) by uploading the relevant documents as specified by the Department. After submission of Bid, the Bidder can re-submit / revise the submitted Bid any number of times but before the closing date of submission of Bid as specified in this Document.

**(H. Debbarma)**  
Director  
Food, CS&CA Department  
Govt. of Tripura.

### **General Information (Part-I)**

1. The Tender Document is not transferable under any circumstances.
2. No tender form will be sold, NIT Document is available at State e-Bidding Portal – [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in), [www.tenders.gov.in](http://www.tenders.gov.in), [www.fcatripura.gov.in](http://www.fcatripura.gov.in). However, eligible bidders should participate in e-Tender only through [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in).
3. No physical (hardcopy) /offline Bid shall be accepted.
4. The Bid Security, shall have to be deposited in favour of “The DDO, Food, CS&CA, Govt. of Tripura” in the form of Demand Draft/Fixed Deposit Receipt/Term Deposit Receipt/Deposit at Call valid for a period of 12 (twelve) months from the last date of receipt of the Tender from any scheduled Bank guaranteed by RBI having Branch at Agartala, which shall be scanned & uploaded to the e-procurement website [www.Tripuratenders.gov.in](http://www.Tripuratenders.gov.in) within the period of Bid submission and thereafter original instruments shall have to reach to the Food CS&CA Department before closing of the Bid.
5. The department reserves the right to reject any submitted tender, not in conformity with relevant NIT.
6. Conditional tenders and casual letters sent by the bidders will not be accepted.
7. All kind of taxes payable, if any, under the contract shall be paid by the Bidder.
8. Tender must be uploaded in two-bid system – (a) Technical bid (b) Financial bid. Bidder will participate in tender online through website <http://tripuratenders.gov.in> for which they have to register/enroll their name. Facility is available for the bidder to register/ enroll online in the website <http://tripuratenders.gov.in>.
9. Technical bid of the Bidders will be opened on 22.03.2019 as per time mentioned in the NIT. If the date of opening of tender happens to be a holiday or office work is affected due to any unforeseen reason, the date of opening will be on next working day.
10. For any technical support related to e-bidding, interested Bidders may contact with Shri Subrata Majumdar SDC(Food), Directorate of Food CS&CA, Agartala (Mobile: 9862807841).
11. Clarification on Tender Document:

A prospective Bidder requiring any clarification on tender documents may seek clarification online through e-procurement portal <http://tripuratenders.gov.in>'s 'Clarification' option that will be available after login in the same portal during the bidding period. The Tender Inviting authority will also respond to any request

for clarification, received through the same portal. Bidders may alternatively forward their clarification to the e-Mail ID: dfcstripura@gmail.com.

12. Amendment/corrigendum of BID/Tender Document:

The food CS&CA Department reserves the right to modify the Tender Document by suitable corrigendum(s), at any time, 02 days before the last date and time of closing of bid. Any such corrigendum shall be part of tender document and shall be binding for compliance on the Bidders. All corrigendum(s) shall be published in the tender portal at <http://www.tripuratenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, Food, CS & CA Department, Govt. of Tripura shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently to check whether there is any related Corrigendum(s) or not.

13. This document contains total 41 pages marked as pages 01 to 41.

### **General Information (Part-II)**

- a) Interested eligible bidders are liable to abide by all terms and conditions as mentioned in the NIT.
- b) Authority shall have the right to postpone or reject the submitted Bid offers in case of non receipt of desired rate. However, in case of urgency in the interest of PDS supply, authority shall have the right for sequential negotiation with all the Bidder(s) found eligible in technical bid.
- c) Documents as sought in the NIT must be submitted on-line only. Tender(s) without submitting required documents/partial submission of required documents would be summarily rejected without assigning any reason thereof.
- d) Bidder(s) shall have to submit detailed information regarding the firm owned/represented by him along with photograph of the Bidder as per Annexure-A. Information mentioned in this document shall have to match with the information mentioned in the respective documents submitted as technical bid.
- e) Interested Bidder(s) may carefully go through the NIT document, its annexure(s) and offer their best possible rates which would be reasonable in terms of supply of ISS grade S-30/S-31 sugar for Public Distribution System of the State and their prospect as well.

### **Information & instruction for online submission of e-Tender (Part-III)**

1. Interested eligible bidders shall register in the website <http://tripuratenders.gov.in> for participation in the tender of Food CS&CA Department, Govt. of Tripura.
  - a) To participate in online tenders, the bidders will have to procure Digital Signature certificate (DSC) Class II/Class III, as per Information Technology Act – 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved Certifying Agency, enlisted by the Controller of Certifying Authorities (CCA), which is available at <http://cca.gov.in>.
  - b) Bidder shall download and carefully read all terms conditions and other contents of the NIT. Downloaded NIT has to be uploaded back and digitally signed by the Bidder as a part of technical bid, as a proof of acceptance of all terms condition in the NIT by the Bidder.
  - c) Notary attested copies of all relevant documents as mentioned at General Terms Condition Section has to be digitally signed and uploaded in technical bid part.
  - d) Bidder should take the print out of all the relevant Annexure(s) (in Non-Judicial Stamp Paper wherever applicable), fill up the relevant Columns, put ink signature with Stamp & get the same authenticated by Notary Public, and shall have to send originals to the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala in sealed envelope within the stipulated time period.
  - e) Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fee and Bid Security should be submitted manually in the office of Tendering Authority (Director, Food, Civil Supplies & Consumer Affairs, Agartala, Tripura) before scheduled date & time as mentioned in NIT. Scanned copy of DD should also be uploaded along with the online Bid.
  - f) Scanned copy (PDF Format) of Bank instruments, in support of deposit/submission of Tender Fee & EMD, shall be uploaded in the technical bid and the related originals to be submitted to the FCS&CA Department along with all the Annexure(s) as mentioned above.
  - g) Rate quoting sheet (BOQ) shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. Name of bidder must be written in the appropriate field of rate quoting sheet by each bidder. The bidder shall have to quote rate in figures only for supply of Sugar for all locations as mentioned in the BOQ to qualify in the bid. Any comments like 'Not quoted', 'Not applicable' 'NA' etc. should not be written as these will not be accepted by the e-procurement system and render the Bid as not-qualified.
  - h) To view the details of the BOQ bidder should have to Enable Macros in the BOQ Work-Sheet.



- i) Bidder's shall use the 'My Document' folder option in the e-procurement web-based- application, available after login, and may upload all his relevant non sensitive documents by scanning in PDF Format [like Notary attested copies of all relevant documents [as mentioned in this NIT] with digital signature. 'My Document' shall be populated prior to real time bidding which will help the bidder to complete the bidding within a single bidding session. An indicative organization of 'My Document' Folders and the related technical documents to be uploaded is represented hereunder.
- j) Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the Bidder.
- k) Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-tendering process.

## 2. Technical Cover:

- a) Scanned copy of DD for Tender Fee amounting Rs. 5,000.00 (Rs. Five thousand only non-refundable) of any Scheduled Bank guaranteed by RBI only having Branch at Agartala, drawn in favour of the 'DDO, Food, CS&CA, Govt. of Tripura, payable at Agartala to be uploaded.
- b) Scanned Copy of Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rs. Five lakh) in favour of "The DDO, Food, CS&CA, Govt. of Tripura" in the form of Demand Draft/Fixed Deposit Receipt/Term Deposit Receipt/Deposit at call etc. to be uploaded.
- c) In the Technical document cover, DNIT downloaded from the e-Procurement Portal also to be uploaded by the Bidders.

## 3. Financial Cover (.xls format)

The Bill of Quantity (BoQ) must be uploaded after entering the Zone-wise rates in specified space of the BoQ as per enclosed technical specifications of sugar:

Sl. No	Schedule No	Description of Work
1	BoQ	e-tender for supply of ISS GRADE S-30/S-31 Sugar

- Bidders shall enter name of the firm on BOQ.
- Bidders are requested not to edit or change any item or quantity.
- Rates are to be filled only on prescribed BOQ (in.xls format) sheet downloaded from the Portal.

Note:

- a) The Financial Bids of only those Bidders would be opened and considered who meet the criteria of technical eligibility and declared as Technically Qualified by the Department.

- b) All bidders are advised not to wait till last date and submit their tender/bid at the earliest.
- c) The department shall not be responsible for any inconvenience in website and no extension in deposition of Tender/bid be allowed for any bidder.

**4. Notarised & Scanned Documents are to be uploaded as a part of Technical Bid are as follows: (The respective documents are to be uploaded at the specified Folder - Sub-Category of My Document section carefully as mentioned against each document mentioned below)**

Sl	Folder name	Sub Category	Notarised & Scanned Documents to be uploaded in PDF Format
1	BIS/Mfg. lic/ Dealership	BIS registration for the items specified as ISI marked	Copy of Certificate of Incorporation in case of Limited Company/Private Limited Company/ Cooperative Society/Society and Registered Partnership Deed in case of Partnership Firms).
2		Registration of the Firm/Agency	Resolution Passed & Signed by the appropriate authority for participation in the Bid. (For Limited Company/Private Limited Company/ Cooperative Society/Society).
3		Trade license/registration certificate and Manufacturing License of principal firm-For Dealer.	Valid Trade License issued by the appropriate authority (applicable for all Bidders).
4	DNIT Documents	DNIT	Downloaded NIT in PDF format (applicable for all)
5	Financial Details	Balance Sheets	Copies of Audited Balance Sheets including P&L Account for preceding 03 financial years ending 2017-18 (applicable for all).
6		Certificates from Bankers	Solvency Certificate of not less than Rs. 3.50 crore from any Scheduled Indian Bank guaranteed by RBI (applicable for all).
7	Misc. Document	Any other document	Copy of valid License under The Food Safety and Standards Act, 2006 (State or Central category License) issued by the appropriate authority (applicable for all).

8		Bidder address format	Copy of the Import License issued by the Competent Authority (applicable for Sugar Importers Only).
9		Power of attorney in favour of local agent mandatory	Power of Attorney in Original, in case this tender documents signed by the Authorized Signatory on behalf of the Bidder.
10		PAN Card	Copy of the PAN Card of the Company/Proprietor/Partners (applicable for all)
11		Professional Tax clearance if in force in the state, the bidder belongs to	Copies of Income Tax Returns Acknowledgements for preceding 03 financial years ending 2017-18 (applicable for all).
12		GST Registration	Copy of GST Registration of the Bidder (applicable for all)

**IMPORTANT NOTES:**

- a) If any of the above mentioned documents is not applicable for a particular Bidder than he / she shall prepare a PDF Document containing the remark as ‘NOT APPLICABLE’ WITH MENTIONING NAME OF THE DOCUMENT NOT REQUIRED WITH REASONS, NAME OF THE BIDDER & ADDRESS and upload the same in the relevant Sub-category under ‘My Document’.
- b) During scrutiny of tender/ preparation of comparative statement/ signing of agreement, eligible bidders will have to submit / produce original copy of the uploaded document for verification, as & when asked by the Departmental Authority.
- c) This is for the information of all bidders that all documents uploaded in the tender will be a part & parcel of the agreement, to be signed with the successful bidder.

### Preparatory works for On-Line Bidding (Part IV):

Sl	Bidders' Work
1	On publication of the e-tender, bidder should download the NIT from website and minutely go through the instructions/terms conditions/critical dates/eligibility criteria of the NIT.
2	The Bidder shall purchase Class II/Class III Digital Signature certificate from any certifying agency enlisted by Controller of Certifying Authorities (CCA) at <a href="http://cca.gov.in">http://cca.gov.in</a>
3	The Bidder shall Enroll himself/ herself in the e-procurement web site ' <a href="http://tripuratenders.gov.in">http://tripuratenders.gov.in</a> ' and create User ID and Password.
4	The Bidder shall Login into the website ' <a href="http://tripuratenders.gov.in">http://tripuratenders.gov.in</a> ' using the created ID and Password.
5	After login, the Bidder shall find 'My Document' folder option in the page. The bidder shall upload (scanned PDF Format) his entire non-sensitive documents like notary attested copies of relevant documents as mentioned at General Terms Condition. Scanning resolution should be 200 dpi.
6	The Bidder shall Download and fill up relevant Annexure (s), and prepare the documents as per procedure mentioned in this NIT for sending the originals to the FCS&CA Department.
7	The Bidder shall Download NIT document and save in the Bidder's computer for uploading at the time of bidding.
8	The Bidder shall Scan the Tender fee / EMD instrument into PDF and save in the Bidder's computer for uploading at the time of bidding. Original EMD/tender Fee instruments shall have to be submitted to the Food, CS&CA Department along with all the Relevant Annexure(s).
Thus, the Bidder shall be ready and start bidding following the steps as per the e-procurement application and upload all the above documents with his/ her digital signature.	

## **GENERAL TERMS & CONDITIONS (PART-V)**

### **1. Eligibility for participating the tender:**

Tender invited from Sugar Manufacturers, Private or Co-operative Sugar Mills/Sugar Importers/Bulk Suppliers/ Traders of India for Supply of ISS GRADE S-30/S-31 Sugar for a quantity of total 10920.00 MT (quantity may increase or decrease during execution of contract) on rate contract as per ISS specifications prescribed and delivery to the specified State Food Godowns.

- a) Bidders' total turnover of preceding 03 years (cumulative) should not be less than Rs. 10.00 crore (Rupees Ten crore) in the trading/marketing of sugar/agricultural products /agricultural commodities/PDS commodities/essential commodities etc. and shall have to be supported by Audited Balance Sheets of preceding 03 (three) financial years ending FY: 2017-18.
- b) The Bidder shall be an Income Tax Assesses. In support of this, attested copy of Permanent Account Number and Income Tax Return of preceding 03 (three) financial years (up to 2017-18) are required to be submitted. Solvency Certificate for not less than Rs. 3.50 crore from any Scheduled Indian Bank guaranteed by RBI also to be submitted.
- c) The Bidder should not have been blacklisted or debarred for any default by any Central/State Govt. Department/PSUs. In this connection, an affidavit as per Annexure – "E" duly attested by the Notary Public is required to be submitted in support thereof.
- d) Any sister concern(s) of the Bidder applying against the same tender, would lead to disqualification of Bidder. Sister concern means a company, Society, partnership firm or proprietorship having one or more common person as Director/partner/member/owner.
- e) Unregistered partnership firm shall not be eligible for participation in the tender. The Bidder should submit copy of registered partnership deed in case of partnership firm or Certificate of Registration issued by Appropriate Authorities in case of limited company/ Private Limited Company/Society/Cooperative Society etc.
- f) Bidders should file Bid duly furnishing the required information/documents as per terms and conditions of Bid document.
- g) Tenders should be strictly in conformity with prescribed terms and conditions. Tenders should not contain any conditions other than the prescribed terms & conditions. Tenders, who deviate from these terms and conditions, are liable to be rejected.
- h) Before 02 days of the last date of tender receive, Department may amend any of the tender conditions, as may be desired and if such an amendment is absolutely

necessary and that will be made available on the website [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in).

- i) Sugar Manufacturers/ Wholesalers/suppliers/traders (bidders) who are black listed by the Government of India/any State Government/ any union Territory/ State Agency are not entitled to file the tenders. If the Manufacturer already blacklisted files a Tender in benami name, the tender shall stand rejected apart from forfeiture of EMD furnished.
  - j) Minors are not eligible to file tenders.
  - k) Tender is not transferable. Bidders should sign with seal on all pages of the Tender Form.
  - l) Bidder is not entitled to withdraw his offer once the bid is submitted.
2. The Bidder shall have to upload scanned copies of duly signed & Notary attested copies (whichever is applicable to the bidder) of the following documents in the Folders - Sub Category under 'My Document' as specified in the Information & instruction for Bidder Section.
- a) NIT Document downloaded from the Bidding Portal (Mandatory for all Bidders).
  - b) Copy of valid Trade License issued by the appropriate authority (Mandatory for all Bidders).
  - c) Copy of valid Certificate of Incorporation in case of Limited Company/Private Limited Company/Cooperative Society/Society and Partnership Deed in case of Partnership Firms (as the case may be).
  - d) Copy of valid GST Registration (Mandatory for all Bidders).
  - e) Copy of valid FSSAI License issued by the appropriate authority (Mandatory for all Bidders).
  - f) Copies of Income Tax Returns for preceding 03 financial years ending 2017-18 (Mandatory for all Bidders).
  - g) Copies of Audited Balance Sheets along with P & L Account for preceding 03 financial years ending 2017-18 (Mandatory for all Bidders).
  - h) Copy of PAN Card of the Bidder (Mandatory for all Bidders).
  - i) Power of Attorney in Original, in case this tender documents signed by the authorized signatory.
  - j) Copy of Bank Solvency Certificate from any Scheduled Indian Bank guaranteed by RBI (Mandatory for all Bidders).

k) Import License issued by the Competent Authority (only for Sugar Importers).

Scanned copies (PDF Format) of above documents shall also be carefully uploaded in the relevant Folders - Sub-Category under 'My Document' as specified in the Information & instruction for Bidder Section with 200 dpi scan resolution.

**3. The following documents also to be uploaded by the bidder during real time bidding:**

- a) Scanned copy (PDF Format) of the Tender Fee/EMD instrument, converted in to PDF to be uploaded in the Technical Bid part.
- b) Rate quoting sheet (BOQ) to be downloaded, filled up and uploaded (Financial bid part) with digital signing. Name of bidder must be written in the appropriate field of rate quoting sheet by each bidder.

**4. Notarization/Bid Language/Translation of Documents:**

- a) All above mentioned documents duly attested by Notary Public must be submitted (except NIT Document). Un-attested copies of such document will not be considered valid.
- b) All attested document must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
- c) All documents relating to the Tender shall be English language only. Where-so-ever the Bidder is forced to upload a document in any other language, he has to get a translation of the said document from a designated authority (Notary Public etc.), and must upload a multipage PDF document comprising of the document in vernacular language followed by English translation.

**5. Submission of Original documents to the Food, CS&CA Department:**

- a) Bidder should take the print outs of Annexure-"A to E" (in Non-Judicial Stamp Paper wherever applicable), relevant Columns to be filled up, put ink signature with Stamp & get authenticated by Notary Public and shall have to send originals to the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala in sealed envelope.
- b) Original EMD & Tender Fee shall also be placed in the same sealed envelope along with Annexure-"A to E" superscripted as 'EMD /Tender Fee & other documents for supply of total 10920 M.T. (tentative) ISS Grade S-30 /S-31 Sugar' and should reach the "Office of the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala-799006", positively before the Bid opening date & time.

- c) Bids received on-line without reciprocal receipt of physical EMD / Tender Fee Bank instruments and Annexure-“A to E” shall not be considered for Tender opening. Tendering authority will not be liable for any postal delay (if sent through post/courier) and such Bids will be summarily rejected.
6. Extraneous term condition: Bidder should accept all the term condition of the tender unconditionally and if they impose any extraneous term condition or offer any conditional discount, tendering authority reserves the right to declare the bid informal.
7. If any of the required documents are not uploaded in the specified Folders of My Document section of the Portal, tendering authority reserves the right to declare the incomplete tender as Informal or may ask the bidder to furnish wanted documents after opening of technical bid of the tender, as deemed appropriate. Besides this, the department reserves the right to seek any additional information/document in any stage from the bidder after opening of the tender.
- 8. Earnest Money:**
- a) Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rs. Five lakh) shall have to be deposited in favour of “The DDO, Food, CS&CA, Govt. of Tripura” in the form of Demand Draft/Fixed Deposit Receipt/Term Deposit Receipt/Deposit at Call valid for a period of 12 (Twelve) months from the last date of receipt of the Tender from any scheduled Bank guaranteed by RBI having Branch at Agartala which shall be scanned & uploaded to the e-procurement website [www.Tripuratenders.gov.in](http://www.Tripuratenders.gov.in) within the period of Bid submission and thereafter original instruments shall have to reach to the Food CS&CA Department as mentioned in this NIT.
- b) The EMD of unsuccessful Bidder shall be refunded soon after finalization of the tender.
- c) In case of the successful bidder, the amount of EMD may be adjusted in arriving at the amount of the performance Guarantee, or refunded if the successful bidder furnishes the full amount of performance security.
- d) The bid security deposit lying with the department in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security for the fresh tenders. The bid security may, however, be taken into consideration in case tenders are re-invited for the same item.
- e) No interest will be paid on Bid Security by the Food, CS & CA Department.

**9. Tender Fee:**

Interested Bidders who intend to participate in the Bid have also to make payment amounting Rs. 5,000.00 (Rs. Five thousand) only being the Tender Fee in the



form of Demand Draft (non-refundable) of any scheduled bank guaranteed by RBI only having Branch at Agartala drawn in favor of the 'DDO, Food, CS&CA, Govt. of Tripura' and to be scanned & uploaded in Technical Bid part. Thereafter, original instruments shall have to reach to the Food CS&CA Department as mentioned in this NIT.

**10. Performance Guarantee:**

- a) The successful Bidder shall also have to furnish a "Performance Guarantee" @ 5% of the work value within 07 working days from the date of receipt of LOI issued by the department to him/her. The Performance Guarantee Amount (Security Deposit) to be deposited may be in the form of :
  - i. Demand Draft/Bankers Cheque from any Scheduled Bank guaranteed by RBI only having Branch at Agartala showing deposits in the name of "The DDO, Food, CS&CA, Govt. of Tripura".
  - ii. Fixed Deposit Receipt/Term Deposit Receipt/Deposit at Call, shall be in the name of "The DDO, Food, CS & CA, Govt. of Tripura, Agartala on account of "the approved supplier", and discharged by the "the approved supplier", in advance. department shall ensure before accepting the Fixed Deposit Receipt that "the approved supplier", furnishes an undertaking from the Bank to make payment/premature payment of the fixed deposit receipt on demand to the department without requirement of consent of "the approved supplier", concerned. In the event of forfeiture of the performance security, the fixed deposit shall be forfeited along with interest earned on such fixed deposit.
  - iii. Bank Guarantee of a scheduled Bank having Branch at Agartala. It should get verified from the issuing Bank. Other conditions regarding Bank guarantee shall be as same as mentioned in the bid security format.
- b) Performance Guarantee deposited by the successful Bidder would be released by the Department only after successful execution of respective Work Orders and on receipt of written request from the successful Bidder.

**11. FORFEITURE OF BID SECURITY**

The Bid Security taken form a bidder shall be forfeited in the following cases, namely:

- a) When the bidder withdraws or modifies its bid after opening of bids.
- b) When the bidder does not execute the agreement within the specified period.
- c) When the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;

- d) When the bidder does not deposit the performance security within specified period; and
- e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the NIT or its related Rules and Acts.

**12. Guarantee Clause:**

- a) The Bidder shall give guarantee that the commodity supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the said goods to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods as per technical specifications, the said goods be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of the purchase officer in that behalf will be final and conclusive the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the sellers risk and all the provisions relating to rejection of goods, shall apply. The Bidder shall, if so called upon to do so replace the goods or such portion thereof as is rejected by the Purchase Officer, or its authorized official. Otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- b) The Bidder shall also replace supplied stock of Sugar in case it is found substandard.

**13. Signing of NIT Documents:**

- a) No paper should be detached from the tender form.
- b) The Bidder shall sign with seal on every document he/she is going to submit / upload as a part of Technical Bid (except NIT Document).
- c) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.
- d) Specifications in Financial Bid (BoQ) should not differ from the original tender catalogue specifications; otherwise bid may liable to be rejected.

**14. Opening of tender:**

- a) Bids will be opened online. The opening date and time is mentioned in the NIT. If opening schedule gets changed, revised schedule will be displayed in the office notice board of the undersigned and will also be reflected in website (<http://tripuratenders.gov.in>).

- b) Bidder whose Technical Bids will be found satisfactory and conforming to the eligibility criteria mentioned in the NIT document, shall only be considered for opening of Financial Bid. The date & time of Financial Bid opening will also be declared online.
- c) Bidders may track Technical and Financial bid opening on-line, in the e-procurement portal at <http://tripuratenders.gov.in>. However, Bidders or their authorized representatives may remain present at the Technical/Financial bid opening in the Department at Khadya-O-Bhokta Bhawan, P.N. Complex, Gurkhabasti, Agartala, at the pre-announced schedule.

**15. Evaluation of Financial Bid & Comparison of rate:**

- a) The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page) will not be final.
- b) Department will prepare comparative Statement as per the decision of the Financial Bid Evaluation Committee in the Department, which will be appropriately displayed in the e-procurement portal (This will be displayed at financial bid opening summary page).
- c) Financial Bid submitted by the Bidders, those who have qualified in the Technical Bid, would be evaluated in the following manner:
  - i. Rate per Metric Ton (M.T.), quoted for each Zone (Transit Food Godown) would be multiplied by mentioned total tentative quantity against each Zone and aggregated in a total amount.
  - ii. Total quoted amount for all 03 Zones as mentioned in this NIT would be summed up again and considered as the aggregate tender value.
- d) Thereafter, aggregated tender value would be divided by the combined total quantity of all 03 Zones. Rate arisen out of that would be considered as the average rate offered by the respective bidders.
- e) Bidder who offered lowest average rate (inclusive of all taxes) will be declared as the L<sub>1</sub> rate by the Food, CS&CA Department.

**16. BOQ Tempering:**

- a) The provided BOQ in the Tender is meant for downloading in the Bidders client machine, for entering the relevant fields meant for rates & bidders particulars and finally uploading along with the Bid. The BOQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/enabled to run.

- b) Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the 90 default Work-Sheet Security. Such BOQs with stated violations will be treated as Tampered BOQs and Bids uploaded with Tampered BOQs will be summarily rejected.

**17. The Bid shall become invalid if:**

- a) The Bidder does not upload all the documents as stipulated in this Tender Document or in the stipulated order/context as mentioned in this NIT. However, the Technical Bid Evaluation Committee shall take the final decision on the eligibility of a Bidder and their uploaded documents.
- b) If any discrepancy is noticed between the documents as uploaded at the time of submission of Bid and hardcopies as submitted physically in the office of the Tender opening authority (i.e. Director, FCS&CA, Govt. of Tripura).

**18. Submission, Modification & Withdrawal of Bids:**

- a) A bidder may withdraw, substitute, or modify its bid after it has been submitted in accordance with the online procedure of bidding i.e. e-procurement till last date of bid submission.
- b) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in [www.tripuratender.gov.in](http://www.tripuratender.gov.in).

**19. Submission of Samples & Analysis Charges:**

- a) Bidder should furnish three samples of ISS Grade S-30 /S-31 Sugar of 01 Kg each in sealed packets/pet bottles before opening of Technical Bid within the stipulated time conforming to the specifications of Sugar prescribed in the NIT at Annexure-B. The sample will be analyzed through reputed analytical laboratory for conformity to the specifications prescribed.
- b) During execution of contract, the Department shall collect samples every month from all of the destination Food Godowns for testing the samples at Regional Food Lab, Agartala. Testing charges @ Rs.1,000/- per sample will be deducted from suppliers bill / bill-due as per revised notification of the Govt. of regarding testing of food samples by the Regional Food Lab, Agartala.

**20. Quantity to be supplied:**

- a) The probable quantity of supply is 10920.00 M.T. during the period from April 2019 to March 2020 on monthly Work Order basis. The quantity may, however, be increased or decreased, subject to discretion of the Food CS&CA Department, Govt. of Tripura.
- b) The Probable Quantity of ISS Grade S-30 /S-31 Sugar to be procured at different State Food Godowns are as follows:

<b>STATE GODOWN WISE MONTHLY REQUIREMENT OF SUGAR (TENTATIVE)</b>			
<b>Sl No</b>	<b>Transit Godown Zone</b>	<b>Godown Name</b>	<b>Quantity [in MT]</b>
1	<b>Zone: OC, Central Stores, AD Nagar</b>	CENTRAL STORES, AD NAGAR	131.62
2		JIRANIA FOOD GODOWN	38.34
3		MANDAI FOOD GODOWN	11.45
4		MOHANPUR FOOD GODOWN	16.40
5		GANDHIGRAM FOOD GODOWN	26.05
6		SHANKHOLA FOOD GODOWN	8.20
7		NANDAN NAGAR FOOD GODOWN	0.22
8		TELIAMURA FOOD GODOWN	15.94
9		JARAILONG BARI FOOD GODOWN	13.31
10		KALYANPUR FOOD GODOWN	12.51
11		KHOWAI FOOD GODOWN	24.70
12		RAMCHANDRAGHAT FOOD GODOWN	17.59
13		JAMPUIJALA FOOD GODOWN	12.57
14		BISHALGARH FOOD GODOWN	31.24
	<b>Sub-Total (Zone: OC, Central Stores, AD Nagar)</b>		<b>360.11</b>
15	<b>Zone: DDF, Udaipur</b>	BELONIA FOOD GODOWN	18.30
16		RAJNAGAR FOOD GODOWN	14.89
17		HRISHYAMUKH FOOD GODOWN	9.00
18		BAGAFA FOOD GODOWN	18.53
19		MADHYAPILAK FOOD GODOWN	15.31
20		MANUBAZAR FOOD GODOWN	22.98
21		SABROOM FOOD GODOWN	1.57
22		RUPAICHARI FOOD GODOWN	7.05
23		RAISHYABARI FOOD GODOWN	2.98
24		GANDACHARRA FOOD GODOWN	12.67
25		SILACHARI FOOD GODOWN	3.81
26		JATANBARI FOOD GODOWN	7.02
27		OPMINAGAR FOOD GODOWN	7.62
28		AMARPUR FOOD GODOWN	17.12
29		CHANDRAPUR FOOD GODOWN	11.30
30		TEPANIA FOOD GODOWN	12.68
31		KAKRABAN FOOD GODOWN	15.65
32		UDAIPUR FOOD GODOWN	28.44
33		KARBOOK FOOD GODOWN	5.08
34		KATHALIA FOOD GODOWN	8.09
35		BOXANAGAR FOOD GODOWN	12.87
36		MELAGHAR FOOD GODOWN	22.86
37		BISHRAMGANJ FOOD GODOWN	17.57
38		DHANPUR FOOD GODOWN	10.41
	<b>Sub-Total ( Zone : DDF, UDAIPUR)</b>		<b>303.79</b>

39	<b>Zone: DDF, Dharmanagar</b>	AMBASSA FOOD GODOWN	18
40		HALAHALI FOOD GODOWN	15
41		KAMALPUR FOOD GODOWN	20
42		THALCHARRA FOOD GODOWN	1.25
43		CHAWMANU FOOD GODOWN	6.92
44		MANU CROSSING FOOD GODOWN	22.03
45		DAMCHARRA FOOD GODOWN	3.51
46		PANISAGAR FOOD GODOWN	11
47		VANGMOON FOOD GODOWN	3
48		KHEDACHARA FOOD GODOWN	5
49		ANANDABAZAR FOOD GODOWN	4
50		KANCHANPUR FOOD GODOWN	15.26
51		GANGANAGAR FOOD GODOWN	6
52		CHURAI BARI FOOD GODOWN	17.73
53		CHANDRAPUR FOOD GODOWN (DMN)	28
54		DALUGAON FOOD GODOWN	6.4
55		GOURNAGAR FOOD GODOWN	27
56		KANCHANBARI FOOD GODOWN	7
57		KUMARGHAT FOOD GODOWN	29
		<b>Sub-Total (Zone: DDF, Dharmanagar)</b>	<b>246.10</b>
		<b>GRAND TOTAL FOR 03 ZONES</b>	<b>910.00</b>

- c) As per requirement of the Department, the vendor shall have to position ISS Grade S-30/S-31 Sugar to all State Food Godowns of all 03 Zones on monthly basis, as per qty. specified as mentioned in the NIT, out of the estimated quantity earmarked above for respective t Food Godowns within the stipulated time-frame mentioned in the respective Work Orders. It is sole the responsibility of the supplier (successful bidder) to ensure induction of adequate stock of sugar with comprehensive planning at his own cost & risk and ensure timely delivery of required stock at State Feeder/Transit Food Godown level during the contract period.
- d) Zone/ Food Godown wise quantity of Sugar may be increased or decreased by the Department at the time of issue of monthly Work Order / Delivery Programme based on the actual requirement & distribution plan of the Department.

**21. Bid Period / Period of Contract:**

- a) The Bid shall remain open for acceptance for a period of 120 (one twenty) days from the date of opening of Bids. If any Bidder withdraws his Bid before the said period or issue of letter of acceptance whichever is earlier or makes any modification in the terms & conditions of the Bid which are not acceptable to the Department, then without prejudice to any other right or remedy, the Department be at liberty to forfeit the EMD amount deposited by the Bidder. Further, the Tender shall not be allowed in the re-bidding process of the work, if any.

- b) The contract would be applicable for the period from April 2019 to March 2020 and may be extended further for 06 (six) months at the sole discretion of the Food CS&CA Department.

**22. Specification & Quality of Sugar to be supplied:**

- a) Only good quality of ISS GRADE S-30 /S-31 Sugar strictly conforming to specifications as detailed at Annexure-B will be accepted. The stock should be free from artificial colour, conforming to fresh current season crop i.e. out of 2018-19 Seasons' Production, free flowing and sparkling white.
- b) Stocks not conforming to specifications stands summarily rejected and it is the responsibility of the supplier to take back the rejected stocks at the earliest but not beyond 7 days at their own risk and cost.
- c) Successful Bidder should furnish three samples of ISS Grade S-30 /S-31 Sugar of 01 Kg each in sealed packets/pet bottles conforming to the specifications of Sugar prescribed in the NIT at Annexure-B. The sample will be analyzed through reputed analytical laboratory for conformity to the specifications prescribed.

**23. Packing Specifications:**

- a) Stocks should be delivered in new HDPE bags with inner polyethylene lining /Jute bag of 50 kg capacity with machine stitched conforming to the packaging rules without any split or torn.
- b) Net weight of sugar packed should be 50 Kg in standardized HDPE/Jute bag as stated above.
- c) Each HDPE/Jute bag of the supplied sugar must bear a printed mark containing the following particulars in each HDPE/Jute bag:
- ISS Grade S-30/S-31 Sugar
  - Gross weight:
  - Net weight:
  - Name & address of the Sugar Manufacturer / Supplier:
  - Month & year of season production year.
- d) All information as per The Legal Metrology Act 2009 read with the Legal Metrology (Packaged Commodities) Rules, 2011 and Food Safety & Standard Authorities Act, 2006 and the regulations there-under must be mentioned on each HDPE/Jute bag e.g. Name & address of Sugar manufacturer/Co-operative Mill/Packer, name of the commodity, gross weight, net weight, grade of sugar, month & year of packing of the commodity. The material used for packaging of sugar in new HDPE/Jute bag should be of high quality as per the standards.

**24. Delivery of Stock:**

- a) The successful Bidder shall have to supply the ordered quantity of sugar as per specifications prescribed in the NIT and supply shall have to be completed in a span of 20 days against the monthly supply order issued by the Department, from time to time.
- b) The Department reserves the right to terminate awarded contract at any time by giving 07 days prior notice, if the service of the Bidder is found un-satisfactory.
- c) Officer-in-Charge, Central Stores/Deputy Director (Food), Udaipur/Dharmanagar (as the case may be), will issue Stock Receipt Certificate of material in terms of quantity on 100% weighment (on net weight of Sugar, excluding weight of Sugar Bag) to the Bidder on receipt of the specified quantity of stock supplied by him/her.
- d) The successful Bidder will be responsible for delivery of only good quality of stock as per prescribed specifications vide Annexure-“B” and the sub-standard / damaged stock, if any, shall not be accepted.
- e) The successful Bidder shall have to submit progress report showing the position of despatch of sugar every week till delivery of entire allotted quota is completed to the destination point(s).

**25. Payment of Bills:**

- a) The successful Bidder shall prefer bill(s) on delivery of sugar on monthly basis for payment to the Director, Food, Civil Supplies & Consumer Affairs, Tripura, Agartala, supported by proper receipt of consignments duly verified, signed & stamped by the concerned store-keepers and countersigned by the Depot authorities, stock entry with gross weight/net weight, number of HDPE/Jute bags, at all the specified State Food Godowns.
- b) Payment shall be released by the Food CS&CA Department on receipt of the bills complete in all aspect supported by Stock Receipt Certificates issued by the State Food Godown Authorities. Confirmation of supplied stock to the NIT specified Sugar Specifications is essential for release of Payment against supply of a particular consignment.
- c) The successful Bidder shall not seek any financial assistance whatsoever from the Govt. of Tripura or the Directorate of Food, Civil Supplies & Consumer Affairs, Tripura, Agartala for lifting and supply of Sugar.
- d) Payment will be made only for the net quantity of Sugar delivered by the Bidder at all designated delivery locations.



- e) Labour unloading charges at State Food Godowns as per departmental approved rate (presently Rs. 8.60 per quintal) will be deducted from the amount payable to the Supplier.

**26. Acceptance of the Tender:**

- a) The Bidder shall read the specifications of Sugar & all other terms & conditions carefully before submitting the Bid.
- b) The Department does not bind itself to accept the lowest or any other Bid and reserves the right to reject any or all of the Bids received without assigning any reason. All Bids in which any of the prescribed conditions is not fulfilled by the Bidders shall be summarily rejected. Any conditional bid shall also not be entertained.
- c) The Food, Civil Supplies and Consumer Affairs Department, Govt. of Tripura shall reserve the right to accept the tender fully/partially or cancel the tender including the lowest one without assigning any reason thereof.

**27. Rate Offer:**

- a) Bidders must have to offer rates for all 03 (three) State Transit Zones. In case, any Bidder submits tender without quoting any rate or rate not offered for all 03 (three) Zones, his/her Bid shall stand rejected straightway.
- b) The rate shall be quoted per MT (Metric Ton) inclusive of cost of packing in 50 Kg HDPE/Jute bag, Applicable Taxes as per new GST Rule, Railway/Road Freight and all other applicable transportation, handling, labour charges & other charges, if any, up to specified State Food Godowns at of Tripura, and at the space provided in the 'Rate Quoting Schedule' (BOQ in MS Excel sheet).
- c) The rate quoted shall be in Indian Rupees and would be in force for the entire contract period. Food, CS&CA Department is not responsible for any fluctuation of prices (including all incidental expenses) either in International Market or Domestic Market and no request or representation for revision of rate will be entertained.
- d) Rate shall be quoted only as per prescribed 'Rate Quoting Schedule' (BOQ in MS Excel sheet). The Bidder shall download the BOQ file from the e-procurement website [www.tripuratenders.gov.in](http://www.tripuratenders.gov.in). All cells of the BOQ will be protected except the fields Bidders name & rate and these fields only shall have to be filled in by the Bidders. The BOQ document shall contain bundled macros which shall have to be enabled for calculation and figure to word conversion of quoted rate automatically.

**28. Negotiation:**

- a) Food CS&CA Department reserves the right to negotiate the rate with the L<sub>1</sub> Tenderer and also with other bidders if felt extremely necessary.
- b) Food CS&CA Department reserves the right to award the Tender in full to L<sub>1</sub> bidder or 2-3 bidders (Zone-wise) equally at L<sub>1</sub> rate, subject to approval of the Finance Department (SAB/WAB).
- c) Food, CS&CA Department reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the Director, Food, CS&CA in this regard shall be final and binding on the Bidder(s) and cannot be called into question.

**29. Compliance with the Code of Integrity & No Conflict of Interest:** Any person participating in a procurement process shall:

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**30. Quality of stock:**

- a) The stock of Sugar supplied by the successful Bidder will be subject to collection of sample by the quality control team of the Department at the unloading points. The decision of the Quality Control Team for collection of sample at the unloading points will be final and should not be disputed. Samples will be drawn as per the prescribed procedure of the Food, CS&CA. Department. The suppliers or their authorized representative may be present at the time of sampling. One drawn sample of Sugar in sealed packet will be given to the supplier.
- b) Supply shall be subject to quality analysis of the Sugar supplied by the successful Bidder and the Food, CS&CA Department at its discretion shall send samples of any consignment to the accredited laboratory for analysis. In such cases, the result of accredited laboratory is final.

- c) The stocks not conforming to the specifications at Annexure- “B” stand summarily rejected and the supplier has to take back the stocks at his own risk and costs.
- d) For each & every sample collected by the quality control team of the Department at the unloading points will be analyzed from Regional Food Test Laboratory. Testing charges @ Rs.1000/- per samples will be deducted from suppliers bill/bill due as per revised guidelines Govt. of Tripura for testing of food item samples at Regional Food Laboratory, Agartala.

**31. Penalty on default/Extension of time:**

- a) The entire ordered quantity of Sugar should be supplied within the stipulated time. No extension of time will be granted for supply of Sugar beyond the specified date fixed.
- b) In case of non-supply/delayed supply as per the above schedule, liquidated damage for delay in supply shall be recovered to be computing @ 3% of the work order value for 1<sup>st</sup> week, @ 5% of the work order value for 2<sup>nd</sup> week, of the quantity of delayed supply from the approved supplier.
- c) In case the supplier still fails to supply the sugar even after 2<sup>nd</sup> week, the Department shall have the right to cancel the supply order and make arrangements for the supply of sugar at the risk & cost of the defaulted supplier/Bidder and the incidental charges incurred thereon on this account shall be deducted from the due payments of the supplier as well as from the performance guarantee amount deposits. In addition to this, the Department shall also have the right to forfeit the Performance Guarantee Deposit of the supplier/Bidder besides black-listing the firm.
- d) Penalty provision as mentioned above for delayed supply will be applicable, but in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the sole discretion of Food, CS&CA Department.
- e) Supply of stock less / excess than the 5% of the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Performance Guarantee Amount Deposits will be forfeited besides blacklisting.
- f) In the event of failure to supply the ordered quantity, by the successful Bidder within the stipulated time, the Director, Food, CS&CA reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through limited tender system at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by the Food, CS&CA Department. If the rate in this case is cheaper the benefit will not accrue to the supplier.

- g) In the event of failure by the successful Bidder (L<sub>1</sub>) the Food, CS&CA Department is at liberty and also reserves the right to purchase the ordered quantity as mentioned in relevant clauses to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the successful Bidder (L<sub>1</sub>). If the new rate is cheaper the benefit will not accrue to the unsuccessful supplier.
- h) Food, CS&CA Department reserves the right to charge penalty provision as mentioned above or withhold payment against any unsatisfactory stocks supplied by the supplier without prejudices to other rights. The decision of the Food, CS&CA Department is final and cannot be called into question. The supplier is liable to reimburse/compensate the Food, CS&CA Department or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- i) Notwithstanding anything contained in the terms and conditions of this tender, Food, CS&CA Department is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply in the larger interest of the uninterrupted PDS supply.

**32. Blacklisting & recovery of losses:**

In the event of failure by the Bidder at any stage of execution of supply orders, the Earnest Money Deposit and Performance Guarantee deposits will be forfeited apart from cancellation of award of contract and blacklisting of the Vendor for 05 (five) years for participation in any Tender of the State Government/Department.

**33. Termination of Contract on Breach of Conditions:**

- a) In case the Supplier fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Department to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.
- b) The Department reserves the right to terminate the Contract/Agreement either wholly or in part with / without any notice to the Supplier in case of delay in supply or in case performance of the Supplier is not satisfactory. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Department.

**34. Sub-Letting:**

The supply contract awarded should be executed by the successful Bidder only and subletting any of the functions of any kind, under the contract is not permitted and will be a condition precedent to cancel the Agreement.

**35. Indemnity:**

The Bidder shall indemnify the Food, CS&CA Department against all claims which may arise in supply of inferior and low quality of Sugar not conforming to specifications prescribed.

**36. Other Terms & conditions:**

- a) Bidder(s) may carefully examine the feasibility of supply of Sugar, available Rail/Road transportation facilities to the specified Food Godowns of Food, CS&CA Department, Govt. of Tripura, before quoting their offered rates. After submission/opening of tender, any clarification sought for, wouldn't be entertained.
- b) Purchase of sugar by the FCS&CA Department is solely depends upon the policies adopted by the State Government / Central Government from time-to-time. Any change in Government policy may lead to cancellation of the tender even after awarding the job to the selected Bidder. Any financial loss, if incurred, by the successful Bidder due to change of Government policies would not be borne by the State Govt.
- c) Acceptance/rejection of any tender is the sole right/discretion of the Department. Documents asked for depositing along with the technical bid shall have to be collected and prepared by the Bidder(s) himself and the Department is not liable to extend any assistance in this regard. Any dispute arises for submission of partial documents or submission of false documents shall have to be solely dealt by the Bidder(s) himself. In such cases, EMD deposited by the Bidder(s) shall be forfeited and the Bidder firm/manufacturer would be blacklisted for a period of 05 (five) years.
- d) Any conditional tender offer would be summarily rejected.

**37. Correction of Arithmetic Errors:**

Provided that a financial bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in

which case the amount in figures shall prevail subject to clause (a) and (b) above. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**38. Amicable Settlement:**

The Parties shall use their best efforts to settle amicably all disputes arising during the work execution period.

**39. Saving Clause:**

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

**40. Dispute Resolution / Jurisdictions:**

All disputes arising out of this agreement are subject to jurisdiction of competent Courts at Agartala, West Tripura.

**41. Conciliation:**

In the event of any Dispute between the Department & the Successful Bidder, either Party may call upon Secretary / Principal Secretary, Food, CS&CA, Govt. of Tripura for amicable settlement, and upon such reference, the said dispute to be referred not later than 15 (fifteen) days from the date of reference to the Principal Secretary/Secretary, Food, CS&CA, Govt. of Tripura to discuss and attempt to amicably resolve the Dispute.

**42. Arbitration:**

- a. Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal. The venue of such arbitration shall be Agartala, Tripura and the language of arbitration proceedings shall be English.
- b. There shall be an Arbitral Tribunal of three (3) arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration & Conciliation Act, 1996.
- c) The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held shall be final and binding upon the both parties as from the date it is made, and the Successful Bidder and Food, CS&CA agree and undertake to carry out such Award without delay.

**43. Force Majeure:**

For the purpose of this Article, Force “Majeure” means any cause, which is beyond the control of the Successful Bidder or Govt. of Tripura as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:

- War / hostilities.
- Riot or civil commotion.
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, which is beyond the control of the Successful Bidder, which prevent or delay the execution of the order by the Successful Bidder.

If a Force Majeure situation arises, the Successful Bidder is required to promptly notify to The Director, Food, CS&CA in writing of such condition and the cause thereof within a period of seven (07) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by Food, CS&CA Department in writing, the Successful Bidder will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

**(H. Debbarma)**  
Director  
Food, CS&CA Department  
Govt. of Tripura.

**ANNEXURES (PART-IV)**



**ANNEXURE - "A"**

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

**Bio-Data of the Bidder**

From:

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Please affix  
Passport size  
photograph of the  
Tenderer & sign  
across the  
photograph.

To  
The Director,  
Food, Civil Supplies & Consumer Affairs,  
Government of Tripura, Agartala.

Sir,

- a) I/ We have gone through the e-tender document for supply of "ISS Grade S-30/S-31 Sugar in 50 Kg Packing" published by the Food, CS&CA Department, Government of Tripura & paid Tender Fee of Rs. 5,000/- by way of Cash Deposit/Demand Draft.
- b) I/We have carefully gone through the all of the terms & conditions, clauses, delivery schedules, Annexure(s) etc. of the NIT and do hereby declare to abide by the all terms & conditions/clauses, as laid down in the NIT.
- c) I/We are submitting my/our rates offer inclusive of all taxes & charges for supply of "ISS Grade S-30/S-31 Sugar in 50 Kg Packing" up to the designated State Transit Food Godowns of Tripura, on the basis of delivery & other clauses mentioned in the NIT during the entire Contract Period.

Detail information of my/our firm are as follows:

Sl.	Particulars	
1	Name and Address of the Bidder	
2	Telephone No. (Office/ Factory)	
3	Mobile no. of the Authorized Signatory	
4	Email ID	
5	Constitution of firm (Company/ Society / Partnership / Proprietorship)	
6	Name of the proprietor/partners /Directors / Members of the firm	
7	Trade License No. (issued by the	

	Competent Authority)	
8	GST Registration No.	
9	FSSAI License No. (issued by the Competent Authority)	
10	Bank Account No. and Name and address of the Banker.	
11	Import License, issued by the Competent Authority (only for Sugar Importers)	
12	Details of Country & source of ISS grade Sugar (only for Sugar Importers)	
13	Total Turnover of preceding 03 financial years	
14	Particulars of Tender Fee deposits.	
15	Particulars of EMD Deposits	
16	Particulars of Bank Solvency Certificate	

- d) Rate offered by my/our firm for supply of ‘ISS Grade S-30 /S-31 Sugar in 50 Kg packing’ shall remain valid for the period from April 2019 to March 2020 and during the extension period of further 06 months (if extended by the Department).
- e) If the tender is awarded to my/our firm, I/we are ready to deposit tender specified performance guarantee as specified terms and conditions of the NIT.
- f) I/We hereby declare that all information & documents provided by me/us along with this tender offer are absolutely true to my / our belief.

Date:

Signature:

Name of the Bidder & Address:

## ANNEXURE- “B”

(On Rs.100/- Non-judicial stamp paper duly attested by Notary public)

### QUALITY SPECIFICATIONS OF ISS GRADE S-30/S-31 SUGAR

Sugar should be of white crystalline product extracted from sound, unfermented and undecayed Sugarcane by Sulphitation process, free from any foreign matter, taste or odour and have the sweet taste characteristic of white sugar whether dry or in solution, it should be sparkling white in colour, free flowing and free from dirt and other extraneous contamination and fit for human consumption and as per specifications detailed below:

Sl	Specifications	ISS GRADE S-30 /S-31 SUGAR
1.	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar Analysis ICUMSA Methods Book.
2.	Polarisation	99.80% Min
3.	Moisture	0.08% Max.
4.	Ash content	0.04% Max
5.	Solubility	100% dry and free flowing
6.	Granulation	Fine/ Crystal
7.	Colour	Sparkling Crystal White
8.	Iron filings	Nil
9.	Sediments	None
10.	Smell	Free from any smell
11.	Radiation	Normal without presence of CESIUM or IODINE Certified Phytosanitary of no radiation, no virus, no insect parts, Husks, no poisonous matter and non genetic and is suitable for Human consumption.
12.	Crop	2018-19 seasons crop or latest available

#### Note:

Stocks should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stands rejected and the decision of the Food, CS&CA Department is final and binding on the supplier.

## ANNEXURE- "C"

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

### TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of ISS grade S-30/S-31 Sugar Manufactured by Sulphitation process at the rate quoted by me/us at the destinations specified by the Food, CS & CA department and as per the annexure of tender document specifications prescribed by the Department.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc., and the instructions issued by the Director, Food, Civil Supplies & Consumer Affairs Department from time to time.

I am/we are enclosing the following documents as per the Terms and Conditions of the Tender:

- a) DD/BC/FDR/Term Deposit Receipt / Deposit at Call/ BG bearing No. ----- dated.-----for Rs..... drawn on -----Bank towards EMD.
- b) Three samples 01 Kg each in sealed pet bottles.
- c) Affidavit stating that the Bidder or any of the partners or Representatives were never blacklisted by the Food, CS & CA Department/Central Government/any State Government/any Union Territory/State Agency at time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
- d) Copy of the partnership Deed along with permanent and present addresses of the partners in case of a Partnership Firm.
- e) Copy of the Registration Certificate, if the Bidder is a Private Limited or Limited Company / Society.
- f) Copy of Registration Certificate under GST.
- g) Copy of the Registration Certificate with Excise Department.
- h) Copy of the FSSAI License Issued by the competent authority.
- i) Copies of the Income Tax returns for last three years.
- j) Copies of the Audited Balance Sheet for last three years.
- k) Copy of PAN Card.
- l) Copy of bank Solvency Certificate.

I/We hereby affirm that the Food, CS & CA Department is at liberty to take action against me/us as per the terms and conditions of Tender Document, if the above said statement proves to be wrong at any point of time.

**Signature of the Bidder**

**Date**

**Name of the Bidder & Address**

**FINANCIAL UNDERTAKING**

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

- a) I/We have clearly understand all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of ISS Grade Sugar S-30/31 as per specifications mentioned at Annexure-B of the tender document out of 2018-19 seasons production at the rate quoted by me/us at the destinations specified by Food, CS & CA Department.
- b) I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender, Agreement and the Director of Food, Civil Supplies & Consumer Affairs Department, Tripura from time to time.
- c) I/We shall furnish the prescribed Security Deposit amount of 5% on the work value of the cost of the quantity for supply, within seven (7) working days of the receipt of LOI Issued by the Food, CS & CA Department informing acceptance of my our tender and enter into agreement.
- d) I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my our EMD stand forfeited if I/we fall to furnish the prescribed Security Deposit and also enter into agreement within seven (07) working days of receipt of LoI from the Food, CS & CA Department informing us regarding acceptance of my/our tender and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non– fulfilment of contract by me/us, my/our Security Deposit or any amount available with the Department are liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

**Signature of the Bidder:**

**Date:**

**Name & Address of the Bidder**

**AFFIDAVIT ON BLACKLISTING**

(On Rs.100/- Non judicial stamp paper duly attested by Notary public)

1. I, \_\_\_\_\_ S/o/W/o. \_\_\_\_\_, aged \_\_\_\_ years, working as Proprietor/ Partner/ Director/ Authorized Signatory of M/S. \_\_\_\_\_ having its registered office at \_\_\_\_\_ do hereby solemnly affirm and declare on oath as under :
2. That I am competent to swear this affidavit being the Proprietor/Partner / Director/Authorised Signatory of M/S \_\_\_\_\_.
3. That my/our firm M/s \_\_\_\_\_ is a Partnership/Proprietorship/Pvt. Ltd. Company/Society concern, registered under \_\_\_\_\_ vide certificate No. \_\_\_\_\_ dated. \_\_\_\_\_, is participating in tender for supply of “ISS Grade S-30 Sugar in 50 Kg Packing” to the Food CS&CA, Govt. of Tripura.
4. That I hereby confirm and declare that none of my/ our group/ sister concern/associate company is participating/submitting this tender separately.
5. That I hereby confirm and declare that my/our firm/company M/s \_\_\_\_\_ and my/our firm/group/company/sister concern/associate company not have been blacklisted or debarred for any default by any Central/State Govt. Department/PSUs.
6. That there is no change in the Name & Style, Constitution and Status of the Firm/Company/Society has been effected, after Publishing of this NIT.
7. That I further undertake that in case any of the facts contained above and in our application is found other-wise or incorrect or false at any stage, my/our firm/company/group/sister concerns/associate companies shall stand debarred from the present and future tenders of the State Govt. of Tripura for the period as deemed fit by the competent Authority.

**Signature of the Bidder:**

**Date:**

**Name & Address of the Bidder**

**AGREEMENT**

- a) The selected Bidder shall have to execute a deed of agreement within a period of 07 (seven) working days on receipt of the communication of acceptance of offer from the Department for satisfactory performance of the jobs.
- b) The selected Bidder shall be bound to supply 02 (two) copies of agreement duly signed by them for execution of the same by the authority on behalf of the Govt. of Tripura. First page of both the copies of the agreement should be typed on non-judicial stamp worth of Rs. 100/- (Rupees one hundred) only, followed by printed in plain paper.
- c) In the event of breach of any terms and conditions as indicated in this NIT or in the agreement to be entered into and failure to comply with the work order the entire money of the performance guarantee (including earnest money) deposited by the selected Bidder shall be liable to be forfeited and the contract shall be terminated forthwith. The Govt. of Tripura shall have to power to blacklist the selected Bidder for breach or default in all or any one of the terms and conditions mentioned in the NIT/Agreement. The Govt. of Tripura, shall also be at liberty to engage and award the job(s) to any other Agency/Person or make any other alternative and suitable arrangement for procurement of Sugar at the risk and cost of the defaulter Bidder for greater interest of people of the State.
- d) Terms & Conditions not covered/defined in this NIT document are laid down in the model agreement. This NIT document, NIT Corrigendum (if any), and the bid offer submitted by the Bidder would be part of the Agreement and binding for both the parties.
- e) Awarding of work against the tender is not obligatory for the Department.

**(H. Debbarma)**  
Director  
Food, CS&CA Department  
Govt. of Tripura.

**TECHNICAL BID  
CHECK LIST**

Sl. No.	Particulars	Submitted / Uploaded (Yes/No)	Page No. or Remarks if any.
Submission of Physical Documents			
1	Tender Fee Rs. 5,000/-		
2	EMD of Rs.5,00,000/-		
3	Three Samples of ISS Grade Sugar		
4	Annexure – “A”		
5	Annexure – “B”		
6	Annexure – “C”		
7	Annexure – “D”		
8	Annexure – “E”		
Signed & Notarised Scanned PDF Documents to be uploaded			
9	Downloaded NIT (Notarisation not required)		
10	Certificate of Incorporation		
11	Resolution		
12	Trade License		
13	PAN Card		
14	I. T. R. Acknowledgements for preceding 03 financial years.		
15	Audited Balance Sheets for preceding 03 financial years.		
16	License under FSSAI Act, 2006		
17	Import License		
18	Power of Attorney		
19	GST Registration		
20	Bank Solvency Certificate		
<b>Document from serial No. 4 to 8 and 10 to 20 must be Attested by Notary Public.</b>			



**(SPECIMEN – NOT TO QUOTE HERE)**

**RATE QUOTING SHEET (BOQ)**

Price bid should be quoted per M.T. (Metric Ton) inclusive of cost of packing in 50 Kgs PP/HDPE Bag, all Taxes and cost of Transportation & Labour charges up to different Transit Food Godowns of Tripura.

The bidder shall quote only one rate per MT. for delivery of ISS grade S-30/S-31 Sugar out of Sugar Production Year 2018-19 or latest Available Seasons.

**Name of the Bidder:**

<b>No.F.5-11(3)-PP(PD)-DF/2019-20 (Tender)/ 2303</b> dated, 28.02.2019					
Procurement of 10920.00 M.T. ISS GRADE S-30 /S-31 SUGAR During April 2019 to March 2020					
The Director, Food CS&CA, Govt. of Tripura					
Sl No	Supply under Zones	Tentative monthly quantity (MT)	Unit	Rate per MT (In figures)	Rate per MT (In Words)
1	Zone – 1	360.11	MT		
2	Zone – 2	303.79	MT		
3	Zone – 3	246.10	MT		
4	Total	910.00	MT		

- a) The rate should be quoted only in Indian Rupee on e-procurement website in BOQ format (No given in physical mode).
- b) In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered.
- c) The rate should be per MT. inclusive of cost of packing in 50 Kgs bag, all applicable taxes and any other statutory taxes applicable form time to time if any, Transit insurance, including the transportation and unloading charges to the specified Godowns destinations and shall not be quoted in fraction of paise.