

**Government of Tripura
Food, Civil Supplies & Consumer Affairs Department
P.N. Complex, Gurkhabasti, Agartala.**

'TENDER DOCUMENT'

**TENDER DOCUMENT FOR CARRIAGE OF PDS COMMODITIES FROM
FCI/STATE DEPOTS (DESPATCHING POINTS) TO DIFFERENT
FOODGODOWNS AND VICE-VERSA FOR THE PERIOD MAY, 2019 TO
MARCH, 2020.**

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

Agartala: Tripura

Khadya-O-Bhokta Bhawan, Pandit Nehru Complex, Agartala.
Dated, Agartala, the 15th May, 2019.

NOTICE INVITING TENDER FOR CARRIAGE OF PDS COMMODITIES FROM FCI/STATE DEPOTS (DESPATCHING POINTS) TO DIFFERENT FOOD GODOWNS AND VICE-VERSA DURING THE PERIOD May,2019 to March, 2020.

The undersigned for and on behalf of the Governor of Tripura invites e-Tender for the Jobs mentioned in this NIT at Annexure-I from **reputed experienced Indian Nationals / Registered Firms / Co-Operative Societies / Public Sector Undertakings/Transport Syndicates/Transport Contractors having adequate resources for carrying/transportation works of PDS items** from the FCI / State Depots (Dispatching points) to different State Govt. Feeder Godowns (Destination Godowns) & vice-versa for the year the period May,2019 to March, 2020.

1.	NIT No.	No. F. 13(1)-TS/DF/VOL-I/2019/ dated 15/05/2019
2.	Name of Item	Carriage of PDS commodities from FCI/state depots (dispatching points) to different state food godowns and vice-versa for the period from May,2019 to March, 2020
3.	Tender Fee	Job wise (Job details at Annexure-I) separate Tender Fee @ Rs.500/- (Rs. Five hundred) per Job in the shape of D.D. from any scheduled Bank guaranteed by RBI in favour of "The DDO, Food, CS&CA, Govt. of Tripura" payable at Agartala (non-refundable).
4	EMD	Job wise separate EMD (Job details at Annexure-I) in the shape of FDR/D.D./Deposit at Call from scheduled Bank guaranteed by RBI only in favour of "The DDO, Food, CS&CA, Govt. of Tripura" payable at Agartala.
5.	Period of seeking queries online:	15.05.2019 to 20.05.2019
6.	Venue, Date and Time of Pre-Bid Meeting:	O/o the Director, Food, CS&CA, Agartala, Tripura on 22.05.2019 .
7.	Bidding start Date and Time	23.05.2019 at 11:00 AM
8.	Last date and time of e-Bidding:	30.05.2019 upto 5.00 PM
9.	Date and time of opening of technical bid (tentative):	31.05.2019 at 11.00 AM
10	Date and time of opening of financial bid:	To be announced after Technical Bid evaluation
11.	Bidding Website:	www.tripuratenders.gov.in

2. Tender document can be seen on website www.tenders.gov.in, www.tripuratenders.gov.in and www.fcatripura.gov.in but the Bid can

only be submitted after uploading the mandatory scanned documents as specified in this Tender document on the e-procurement website www.tripuratenders.gov.in.

3. No tender form will be sold manually and issued by the Department to the tenderer. Eligible bidders should participate in the e-tender, online through website <http://tripuratenders.gov.in> (for bidding).
4. Tender must be uploaded in two-bid system – (a) Technical bid (b) Financial bid- and Bidder will have to participate in online tender, through website <http://tripuratenders.gov.in> for which they have to register/enroll their name(s). Facility is available for the bidder, to register/ enroll online in the website <http://tripuratenders.gov.in>.
5. Technical bid of the Bidders will be opened on **31.05.2019 at 11.00 AM** 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 the very next working day.
6. For any technical support related to bidding, interested Bidders may contact with Shri Subrata Majumdar SDC(Food), Directorate of Food CS&CA, Agartala (Mobile: 9862807841) or Shri Rakesh Choudhury, Sr. Programmer (Mobile: 9612221512).
7. The department reserves the right to reject any submitted Bid, not in conformity with relevant NIT.
8. 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 is available after login in the same portal during the period from **15.05.2019 to 20.05.2019**. The Tender Inviting authority will respond to such request for clarification, through the same portal. Bidders may alternatively also forward their clarification to the e-mail ID: dfcstripura@gmail.com.

9. **Amendment/corrigendum of BID/Tender Document:**

The Food CS&CA Department reserves the right to modify the Tender Document by issuing suitable Corrigendum(s), at any time, 2(Two) days before the last date and time of closing of bid. Any such corrigendum shall be part of e-tender document and shall be binding for compliance upon the tenderers. All corrigendum(s) shall be published in the tender portal at <http://www.tripuratenders.gov.in>. Registered tenderers 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. Tenderers are requested to visit the site frequently to check whether there is any related Corrigendum(s) or not.

10. Tenderer, who has been blacklisted for transportation job by any Department of the State/ Central Government or State / Central PSU during last 03 years (2015-16, 2016-17 & 2017-18) shall not be eligible to participate in the said Tender. Moreover, tenderer who has been punished/ implicated in appropriate Court of Law for proceeding under E.C. Act during last 03 years since 2015-2016 shall not be eligible for participation in the said tender.

11. This document contains total 28 pages marked as pages 01 to 28.

(H. Debbarma)
Director
Food, CS & CA
Government of Tripura.

General Information

- i. Interested eligible bidders are liable to abide by all terms and conditions as laid down in the NIT.
- ii. 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.
- iii. Documents as sought in the NIT must be submitted on-line only. Tender(s) without submitting required documents and/or partial submission of required documents would be summarily rejected without assigning any reason thereof.
- iv. Bidder(s) shall have to submit detailed information regarding the firm owned/represented by him along with photograph of the Bidder as per Annexure-II. Information mentioned in this document shall have to match with the information mentioned in the respective documents submitted as technical bid.
- v. Accordingly, the 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 transportation of PDS commodities for Public Distribution System and their prospect as well.

Information & instruction for Bidder

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.
 - i) To participate in tender, the bidder shall have a valid Class II/Class III Digital Signature certificate (DSC), obtained from either of the Certifying Authorities, enlisted by the Controller of Certifying Authorities (CCA) at <http://cca.gov.in>. Intending tenderer who do not have DSC may contact any of approved agencies working in the State for getting DSC.
 - ii) Bidder shall download and carefully read all the 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.
 - iii) Notary attested copies of all relevant technical documents as mentioned hereunder have to be digitally signed and uploaded (scanned in PDF Format) by the Bidder in technical bid part.
 - iv) Bidder should take the print out of Annexure-II, III & IV (in Non-Judicial Stamp Paper wherever applicable), fill up the relevant Columns, put ink signature with Stamp & get the same authenticated by the Notary Public, and shall have to send originals along with all other technical documents (which are uploaded in the website as technical bid) to the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala in sealed envelope on or before last date of submitting online tender. Only online submission of e-Tender is not sufficient for consideration by the Department and all hard-copies of the technical bid documents except Financial Bid duly signed by the tenderer have to be submitted to the Department/Notified place of receiving tender on or before last date of submitting online tender. This is a mandatory clause of eligibility.
 - v) 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 are to be submitted to the Food CS&CA Department along with the Annexure- **II, III & IV** and all other technical documents (which are uploaded in the website as technical bid) as mentioned above.
 - vi) 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 transportation of PDS commodities as mentioned in the BOQ for any of the jobs to qualify in the bid. Any comments like 'Not quoted', 'NQ', 'Not applicable', 'NA' etc. shall not be written as these will not be accepted by the e-procurement system and render the Bid as not-qualified.
 - vii) To view the details of the BOQ, bidder should have to Enable Macros in the BOQ Work-Sheet.

viii) Bidder shall use the 'My Space' folder option in the e-procurement web-based- application, available after login. The Bidder shall upload all his relevant technical documents by scanning in PDF Format [like Notary attested copies of all relevant documents as mentioned in this NIT] with digital signature. 'My Space' 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 Space' Folders and the related technical documents to be uploaded is represented hereunder. All intending tenderers are advised to carefully upload the specified documents only in the specific Sub-folders names mentioned in the table below:

Sl	Folder name	Sub-folder name	Documents to be uploaded (whichever is/are applicable) as technical bid.
1	NIT	DNIT	Downloaded NIT after digital signature
2	BIS/manufacturing license / Dealership	BIS registration for the items specified as ISI marked	Appropriate ownership certificate/registration/leased document of at least 03(three) Trucks within the family (supported by family Ration Card) with valid permit & other statutory certifications OR Registered Lease Agreement including Power of Attorney for authenticated Legal Authority for engagement of at least 03 (three) Trucks with valid permit & other statutory certifications. <u>Notary Agreement for engagement of Trucks shall be allowed who do not have own vehicle in his name/family member.</u>
		Dealership certificate of manufacturer for the items Where Dealers are eligible to Bid	Copy of Certificate of Incorporation in case of Limited Company/Private Limited Company/Cooperative Society/Society/ Motor Syndicate.
		Manufacturing license / registration certificate -for Manufacturer	If the Bidder is a Limited Company/Private Limited Company/ Coop-Society/ Society/ Motor Syndicate, he/she should also submit the 'Resolution' Passed & Signed by the appropriate authority.

3.	Tax related documents	Pan card	Copies of Income Tax Returns for preceding 03 financial years (since 2015-2016), if applicable. If any bidder is not an assessee for I.T. he shall have to upload a PDF document containing remark as 'Not Applicable'.
		Professional Tax clearance, if this is in force in the state where, the bidder belongs to	Copies of Professional Tax Clearance for preceding 03 financial years (since 2015-2016)
4	Financial Details	Balance Sheets	Copies of Audited Balance Sheets for preceding 03 financial years, if applicable (since 2015-2016)
4.	Misc Document	Any other document	Cover page & 1 st inner cover page of the family ration card of the Bidder (applicable in case of Proprietorship Firm only).
		Power of attorney in favour of local agent mandatory.	Power of Attorney in Original executed either by Judicial Magistrate or authorized Notary.

IMPORTANT NOTE: 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 NAME OF THE BIDDER & ADDRESS and upload the same in the relevant Folder under 'My Space'.

ix. 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. Departmental satisfaction of validity / authenticity of any document submitted by the tenderer is final & binding upon all tenderers and any unnecessary queries by any tenderer will not be entertained. Intending tenderers are requested to upload the documents with proper care and authentication by themselves so as to avoid any rejection by the Department. A tender cell shall function in the notified place of receiving tender, where a designated official of the Department shall be available for any support in this regard.

x. 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/authorized signatory.

Preparatory works for the Bidder for e-Bidding:

Sl	Bidders' Work
1	On publication of the tender, Bidder should download the NIT from website and minutely go through the instructions/terms& conditions/critical dates/eligibility criteria etc. 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 http://cca.gov.in
3	The Bidder shall Enroll himself/ herself in the e-procurement web site 'http://tripuratenders.gov.in' and create User ID and Password.
4	The Bidder shall Login into the website http://tripuratenders.gov.in" using the created ID and Password.
5	After login, the Bidder shall find 'My Space' folder option in the page. The bidder shall upload (scanned PDF Format) all documents as mentioned at <u>Information & instruction for Bidder Section</u> . Scanning resolution should be 200 dpi.
6	The Bidder shall Download and fill up Annexure- II, III& IV and prepare all other technical documents as per procedure mentioned in this NIT for uploading/sending the same to the FCS&CA Department.
7	The Bidder shall Download NIT document and save in the Bidder's computer for uploading the same in the relevant Folder under 'My Space'.
8	The Bidder shall Scan the Tender fee (DD) /EMD instrument (FDR/DD/TDR/D-call) 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 original Annexure- II, III & IV and all other technical documents on or before the last date of bidding.
Thus, the Bidder shall be ready and start bidding following the steps as per the e-procurement application and upload all the required documents with his/ her digital signature.	

GENERAL TERMS & CONDITIONS

1. Eligibility for participating the tender:

- i. Bonafide Indian Nationals /Registered Firms /Co-Operative Societies /Public Sector Undertakings or their authorized representatives /Motor Syndicates/ Transport Contractors/Firms who have appropriate ownership certificate/registration of at least 03 (three) Trucks (within the family for individual tenderer to be supported by Ration Card) with valid permit & other statutory certifications **OR** Registered Lease Agreement including Registered Power of Attorney executed by Judicial Magistrate only for engagement of Trucks with valid permit & other statutory certifications (up to date Insurance/Tax clearance etc. as per M.V. Act) are eligible to participate in the Bid. ***If the bidder having only 03(three) vehicles found lowest in more than 02 (two) jobs, in that event the L1 bidder shall have to submit document for additional @ 02 (two) vehicles each for the 3rd job and onwards within 07 working days from the date of opening of financial bids. If the L1 bidder fails to submit the same within the stipulated time, his bid will be rejected and the same job will be offered to the L2/L3 bidder and so on as per L1 rate. Further, the bidder shall be responsible to provide adequate number of vehicles beyond the stipulated norms as stated above if so required for executing the assigned job for the interest of PDS without any excuses. The direction of the concerned Authority at any point of contract period shall be final and binding upon the selected bidder and any default in this respect will invoke penal provision as per terms and condition of NIT / Agreement.*** Notary Agreement for engagement of Trucks will be considered for bidders who do not have own vehicle in his name/family member.
- ii. In case of Proprietorship Firm, ownership of Trucks by any of the family members of the intending Bidder shall only be considered by the department and in support of the proof; copy of family ration card shall have to be produced by the Bidder.
- iii. Bidders shall be careful in submitting supporting documents in connection with ownership/Legal Authority of Trucks in the Bid Offer. If it is found in the scrutiny that any false document is produced or Trucks with same registration is offered by more than one Bidder, Bid offers of all the defaulting Bidders shall summarily be rejected. However, Director, FCS & CA has the discretionary power to accept any bid found lowest in case of quoting same vehicle registrations number by different bidders for the same job but same vehicle will not be accepted in case of other job.
- iv. An eligible Bidder can offer Bid for any or all of the Jobs specified at NIT Annexure-I by submitting NIT specified EMD & Tender Fee amounts separately for each and all the Jobs for which he/she has offered Bid.
- v. The Bidder shall have to upload scanned in PDF Format of all the documents specified in the Information & instruction for Bidder Section in the relevant Folders under 'My Space'.

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

- i. Scanned copy (PDF Format) of the Tender Fee and EMD instrument, to be uploaded after digital signing in the Technical Bid part.
- ii. 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.

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

- i. Bidder shall take the print out of Annexure-II, III & IV (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-799006 along-with other Notarized Technical Documents in sealed envelope and must reach to the Director, Food CS&CA, Govt. of Tripura on or before the last date of bidding.
- ii. Original EMD & Tender Fee (separate instruments for each job for which rate offered) shall also be placed in the same sealed envelope along with Annexure- I, II & III & other Notarised technical documents superscripted as 'EMD & Tender Fee & other documents for Carrying / transportation works of PDS items from the FCI / State Depots (Dispatching points) to different State Govt. Feeder Godowns (Destination Godowns) & vice versa for the period from *May,2019 to March, 2020* and should reach the "Office of the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala-799006", positively on or before the last date of bidding.
- iii. If Bid offered for more than 01 job, the Bidder shall furnish a duly signed information sheet addressed to the Director, Food CS&CA, Govt. of Tripura mentioning the following details in respect to submission of EMD & Tender Fee Bank instruments:

Sl	Job code No. (as per Annexure-I of this NIT) for which Bid is offered	Bank Instruments details (Bank name, Branch name, Instrument amount, no. & date)	
		EMD	Tender Fee

The above-mentioned information sheet shall also be placed in the same sealed envelope along with EMD, Tender Fee & Annexure- I, II & III.

- iv. Bids received on-line without reciprocal receipt of physical EMD / Tender Fee Bank instruments and Notarized Annexure-II, III & IV and notarized all other technical documents 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.
4. Extraneous term condition: Bidder should accept all the terms & conditions of the tender unconditionally and if they impose any

extraneous terms & conditions or offer any conditional discount, tendering authority reserves the right to declare the bid informal.

5. If any of the required documents are not uploaded in the “My Space Folder” and thereafter in the Bid, Tendering Authority reserves the right to declare the incomplete tender as informal. Besides this, the department reserves the right to seek any additional information/document in any stage from the bidder after opening of the tender.

6. Earnest Money:

- i. Earnest Money Deposit (EMD) as mentioned against each Job at NIT Annexure-I 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 six months from the last date of receipt of the Tender from any Scheduled Bank guaranteed by RBI which shall be scanned & uploaded to the e-procurement website 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.
- ii. Eligible Bidders are allowed to offer Bid only for the Jobs for which they have submitted EMD. Bid offer for any particular Job without submission of EMD shall summarily be rejected.
- iii. On finalization of the Tender, EMD submitted by unsuccessful Bidders would be released. The Department is not liable for any delay in finalization of the tender and the tenderer shall not be allowed to claim any interest over the EMD for such delay.

6.1 Tender Fee:

- i. Interested Bidders who intend to participate in the Bid has also to make payment amounting Rs. 500.00 (Rs. Five hundred) only for each job being the Tender Fee in favour of “the DDO, Food CS&CA, Govt. of Tripura” in the shape of Demand Draft only (non-refundable) from any Scheduled Bank guaranteed by RBI only which shall be scanned & uploaded to the e-procurement website 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 on or before the last date of bidding.
- ii. Tender Fee shall have to submit separately for each and all of the Jobs for which the Bidders are interested to offer Bids. Bid offer without submitting required Tender Fee shall summarily be rejected.

7. Opening of tender:

- i. Bids will be opened online on the specified date of the NIT and all tenderers may see the documents of any contending tenderer for a particular job in the website. 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>).

- ii. Bidders, 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.
- iii. 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. Any separate invitation for the participation of the tenderers will not be issued by the Department.

8. Evaluation of Financial Bid & Comparison of rate:

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. Department will prepare a comparative Statement as per the decision of the 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).

9. BOQ TAMPERING:

- i. 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.
- ii. Bidders are hereby warned not to tamper the Excel Sheet, make copies and work in a copied Sheet or break through the 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.

10. The Bid submitted shall become invalid if:

- i. The Bidder does not upload all the documents as per format 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.
- ii. 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), the said tender shall be treated as informal.

11. Bid Language:

All documents relating to the Tender shall be English language only. Whosoever 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 and upload a multipage PDF document comprising of the document in vernacular language followed by English translation

12. Performance Guarantee:

- i. The successful Bidder shall also have to furnish a “Performance Guarantee” as per PG amount mentioned against each Job at NIT Annexure-I (subject to a upper ceiling of Rs. 2,00,000 lakh for each job) within 15 days from the date of awarding the Work by the Department by means of Demand Draft/Fixed Deposit Receipt/Term Deposit Receipt/Deposit at Call from any nationalized Bank only showing deposits in the name of “The DDO, Food, CS&CA, Govt. of Tripura”.
- ii. Performance Guarantee for each job is stipulated in the Annexure-I of this NIT.
- iii. Performance Guarantee deposited by the successful Bidder would be released by the Department only after successful completion of respective work orders, on receipt of written request from the successful Bidder after completion of the contract period.
- iv. The Bid shall remain open for acceptance for a period of 120 (one hundred 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 shall forfeit the EMD amount deposited by the Bidder without giving any reason. Further, the Tender shall not be allowed in the re-bidding process of the work and also participation in any transport tender of the Food CS&CA Department for a period of 05 (five) years.

13. Quantity:

- i. Estimated Quantity of PDS commodities to be transported against each job is given at NIT Annexure-I.
- ii. Quantity of PDS commodities mentioned in the NIT Annexure-I are indicative only. Actual quantity of commodities may increase or decrease from time to time as per requirement of the Department. In case of non-functioning/suspension of functioning of any of the FCI/State Depots or due to any operational exigency, the Department reserves the right not to issue any Work Order in favour of the successful bidder even after execution of Agreement & deposition of Performance Guarantee Deposit during the entire contract period.

- iii. In case of decrease in transportation of food grains / suspension of transportation of estimated quantity mentioned in this NIT against each job, no claims of transport contractor shall be entertained and the department is not bound to issue any work order for a particular job to match with the estimated quantity shown in NIT Annexure-I and transport contractor shall have no right to claim for any compensation on this account.

14. Period of Contract:

- i. The contract would be applicable for the period from *May,2019 to March, 2020*.

15. Acceptance of the Tender:

- i. 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.
- ii. The particular job may be divided suitably by the State Govt. between two or more Bidders, if the Bidders agreed to execute the jobs at the lowest tendered rates, if considered expedient. For smooth functioning of PDS, the Department reserves the right to split the work between two or more bidders at par with the lowest rate, at any point of time during the contract period.
- iii. The successful lowest Bidder shall have to submit cost analysis statement on demand from the Department to ascertain the feasibility of rates and if the lowest Bidder fails to justify his quoted rates taken into consideration of all prevailing factors, then the State Govt. has every right to reject the lowest quoted rates also. The State Govt. has every right to examine the rate on the basis of cost analysis statement offered by Bidder(s), and also the capacity to handle the offered job on the strength of Fleet (for multiple job only), if necessary.

16. PAYMENT PROCEDURE:

- i. The successful Bidder shall prefer bill(s) on completion of a work order in all aspect against a particular job issued by the Competent Authority of the Department. Bills shall have to be supported by Delivery Challan duly signed by the respective Store-Keepers and countersigned by respective Sub-Divisional authorities.
- ii. Successful Tenders are liable to transport & deliver the total quantity of commodity loaded in the respective Trucks loaded from the Dispatching Points. Any shortage of commodity found at the time of delivery at Destination Points (Feeder Godowns) shall attract applicable penalty (As mentioned at the relevant clause of the NIT) and shall be realized from the due & pending Bill amount or PG deposit as deemed fit by the Department.

- iii. Admissible Income Tax including surcharges and other taxes, if any, imposed by the State /Central Govt. during the contract period will be deducted from each bill of the successful Bidder.
- iv. Payment will be made from respective offices of the OC, Central Stores, AD Nagar, the Deputy Director (Food), Dharmanagar & the Deputy Director (Food), Udaipur or any other Notified Authority of the Food CS&CA Department, as the case may be.
- iv. No part bill for transportation of commodity against a particular Work Order will be entertained by the Department.
- v. In case of delay in making payment by the Department, no monetary claim of transport contractor shall be entertained and the department is not bound to give any compensation/interest on this account.
- vi. For release of payment against Bills from time to time, the successful Bidder shall have a Bank Account or open new Bank Account at the Bank Branch to be specified by the respective State Transit Depot authorities, otherwise no payment will be released by the Department.

17. Rejection of the Bid Offer:

- i. In case, any Bidder(s) submits tender without quoting any rate or offer conditional rate, his/her offer shall stand rejected straightway.
- ii. The Food, Civil Supplies and Consumer Affairs Department, Govt. of Tripura shall reserve the right to accept the Bid fully/partially or cancel the tender including the lowest one without assigning any reason thereof.

18. Rate Offer:

- i. Bidders may offer rates for at least 01 (one) or more than 01 (one) Jobs specified at NIT Annexure-I subject to fulfillment of eligibility and other criterion. His/her rate offered for the particular job(s) in conformity with the terms and condition of NIT will only be considered for financial evaluation.
- ii. The rate shall be quoted per Quintal basis inclusive of all cost & charges up to specified Godowns (as mentioned against each Job at NIT Annexure-I) in the space provided in the 'Rate Quoting Schedule' (BOQ in MS Excel sheet). Rate quoting section of the jobs in the BOQ, for which the Bidder is not interested to quote rate shall remain blank.
- iii. 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 and fuel prices) and ***no request or representation for revision of rate will be entertained during the entire contract period for any circumstances.***
- iv. 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. All cells of the BOQ will be protected except the fields of Bidder's 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.

- v. *For every 10% increase in the average retail price of diesel as compared to the base rate, the enhanced transportation rate will be calculated as per the following formula:*

Enhanced transportation rate = Total distance in K.M. (both way) of an approved job / 3.5 (taking consumption of diesel per K.M.) X increase price of diesel x 75%

1. In respect of Zero point jobs, minimum distance will be counted as 1 K.M. (0.5 +0.5) both way.

The retail price of diesel prevailing on the last date of submission of tender will be taken as the base rate.

The diesel rate prevailing at the Indian Oil Corporation outlets at Agartala will be taken into consideration for revision of rates.

The approved distance will be reckoned as fixed by the PWD, Govt, of Tripura.

Average diesel rates of a particular month will be taken into account to determine the retail price of diesel for revision of transportation rate(s) and it will be effected from the 1st day of that particular month in which average diesel price increase 10% as compared to base rate.

In case of decrease (less than 10% above the base rate) in the average retail price of diesel as compared to base rate, reverse the Enhanced Transportation Rate formula will be applied.

- vi. *The Contract would be applicable for the period from May, 2019 to March, 2020, extendable for a further period not exceeding 6 (Six) months, subject to discretion of the Food, CS&CA Department, Govt. of Tripura.*

19. Penalty on default/Extension of time:

- i. The successful Bidder shall have to place required nos. of Trucks as per eligibility criteria / written/verbal requisition placed by the Transit Depot Authorities on daily basis for transportation of PDS commodities from FCI/State Depots to destination Feeder Food Godowns against the Work Orders issued. In case of non-placement of Trucks by the successful Bidder, penalty shall be imposed as per following rates by the Work Order Issuing Authority:

- Non-placement for 1st day : @ Rs. 1000 per Truck.
- Non-placement for 2nd day : @ Rs. 1500 per Truck.
- Non-placement for next 07 days: @ Rs. 2000 per Truck per day.

- ii. If the successful Bidder failed to place required nos. of Trucks even after 07 days from the date of placement of requisition, Work Order issued in favour of the successful Bidder shall be treated as cancelled and PG Amount deposited by the Bidder shall be forfeited.

- iii. If the successful bidder fail to produce the required number of Trucks in 03 (three) months in a year as per the requisition of the Work Order Issuing Authority, the Department may blacklist the Bidder and bar him/her in participating any future tendering process of the Department for a period of 05 years from the date of default.
- iv. The successful Bidder is liable to transport & delivery the entire quantity of PDS commodities loaded in the Trucks placed by him from the Dispatching Points to the respective destination Godowns. Any shortage during transportation will not be entertained by the Department. ***In case, any shortage of commodity is found at the destination points, penal amount @ double of the prevailing issue price of APL rice/sugar/salt/wheat (as the case may be) for the shortage quantity (to be fixed by the Department) shall be realized from any Bill due or PG amount deposited by the Bidder.*** If the successful bidder fail to hand-over the required quantity of PDS commodities as per Despatch Invoice in 03 (three) instances in a year, the Department may blacklist the Bidder and bar him/her in participating any future tendering process of the Department for a period of 05 years from the date of default.
- iv. The Department reserves the right to terminate awarded contract at any point of time by giving 07 days prior notice, if the service of the Bidder is found un-satisfactory.
- v. Weighment of PDS commodities by the Food CS&CA Department either by manual or Weighbridge at all Dispatching & Destination Points shall be final & binding to all concerned. If the crew of the vehicles engaged by the contractors for carrying of PDS commodities found involved in malpractices / manipulation during the process of weighment of tare weight of the vehicle at State Depot / FCI Depot weighbridge, the concerned crew of the contractor shall be barred for 03 months for any carrying job of the Food CS&CA Department and simultaneously penalty amounting to Rs. 5000.00 (Rs. Five Thousand) per incident shall be imposed upon the concerned contractor by the OC of the Transit Depot (OC, Central Stores, DDF, DMN/UDP) or any other authorized officers of the Food CS&CA Department. All weighment expenses/incidentals levied by any authority shall be the responsibility of the contractor. Charges payable relating to entry into a FCI Depot or other premises (ISTT etc.)/Parking charges etc. shall also be the responsibility of the concerned appointed contractor.
- vi. Food, CS&CA Department reserves the right to charge penalty amount as per provision as mentioned above or withhold payment for any unlawful activities of the Bidder without prejudices to other rights. The decision of the Director, Food, CS&CA Department is final and cannot be called into question. The Bidder 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 during the entire contract period or any breach of contract.

20. Other Terms & conditions:

- i. Bidder(s) may carefully examine the feasibility of carriage of PDS items as per Annexure-I to the specified Food Godowns before quoting their offered rates. After submission / opening of tender, any clarification sought for, would not be entertained.
- ii. Successful Bidder of a particular job shall be bound to position required no. of Trucks at respective FCI Depots/Transit Food Godowns/State Feeder Food Godowns as per requirement of the Departmental authority during the entire contract period. Any default in this regard shall attract penalty as mentioned in the NIT upon the successful Bidder as deemed fit by the Food CS&CA Department. Therefore, it is advised that the interested Bidders shall go through the Annexure-I of this NIT & all terms & conditions carefully before submission of their Bid offer.
- iii. Quantity of the PDS items, as specified in Annexure-I of the tender is tentative, may be increased or decreased according to the actual requirement during the material period. The engaged contractor shall not be allowed to claim for any monetary compensation in respect of decreased quantity of PDS item in the material period.
- iv. Unless the Food CS&CA Department directs otherwise, the selected transport contractor shall utilize the services of the labourers working in each of the Godowns and be bound to make payment of applicable labour charges for each stage of operation. The selected tenderer shall entirely be held responsible for settlement of rate(s) with the labourers working in each of the Godown, if necessary in conformity with the provisions of the Labour Deptt. of the State Government. Therefore, all prospective bidders are advised to be aware regarding the prevailing labour wages and possible periodical increase of wages in future, before submitting the rate offers. The appointed contractor shall be entirely responsible for amicable settlement of the labour issues without disturbing daily PDS operation of Food godowns. For any dislocation in PDS operation, the selected transport contractor shall be held responsible and penalty to be imposed as deemed fit by the Department owing to any delay in execution of the contract for labour problem at both points (Receiving/Despatching or vice-versa).If any Transport Contractor fails to make payment of labour charges, the same will be deducted from the transportation bills of the concerned T/C as per Govt. approved rate, only in exceptional cases and this can't be treated as precedence. Under all circumstances, the selected transport contractor shall be held responsible for settlement of dues with the existing labourers within the calendar month and responsibility shall be fixed upon, against the defaulting contractor by the Department as deemed fit in case of any default.
- v. No Bidder will be allowed to surrender his/her/their rate before finalization of the tender in question & in such event earnest money deposited by him/her/them will be liable to be forfeited to the Government without assigning any reason/clarification and the bidder shall be barred for execution of contract of other job/jobs in the same material period and will also be barred for participation in any

transportation contract by the Food CS&CA Department for a period of 05 years from the date of default. The bidders are requested to take due caution on this account. In case any Bidder submits tender without quoting any rate, his/her/their tender shall stand rejected straightway.

- vi. Trucks engaged by the successful Bidders shall have valid Insurance, Tax Clearance and other statutory Certifications under Motor Vehicles Act & Rules.
- vii. Any claim of compensation in connection with accident, third-party claim, any damage of vehicle during transportation of commodities will not be entertained by the Department.
- viii. Acceptance/rejection of any tender is the sole right 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 disputes, arises out of partial or submission of false documents, shall have to be solely dealt by the Bidder(s) him/her-self. In such cases, EMD deposited by the Bidder(s) shall be forfeited and penal actions will be taken against the defaulting bidder as per provisions of the NIT.
- ix. The Contractor shall take proper care of PDS items during transit/transportation & take proper steps for the prevention of deterioration, shortage & damage to the grains while in his custody. If any damage of commodities/Govt. properties noticed during transportation, double the cost of the commodities at prevailing market rate will be realized from the Bill due/PG amount deposited by the Bidder. Moreover, penalty for shortage (NIT clause No. 19 at Page 17-18) will be imposed upon the contractor.
- x. Any blacklisted transport contractor/firm by the State/Central Govt./PSUs (as mentioned in the relevant clause of this NIT) shall not be eligible for participation and awarding the tender.
- xi. Any conditional tender offer would be summarily rejected.
- xii. Food, CS & CA Department reserves the right to defer or prep on the contract period and the decision of the department shall be final and binding upon to all.

21. Amicable Settlement:

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

22. Dispute Resolution:

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

23. Conciliation:

In the event of any dispute between the Department & the successful Bidder, either Party may call upon Principal Secretary/Secretary,

FCS&CA, Govt. of Tripura for amicable settlement, and upon such reference, the said dispute to be referred not later than 10 (ten) days from the date of reference to the Principal Secretary/Secretary, FCS&CA, Govt. of Tripura to discuss and attempt to amicably resolve the Dispute.

24. Arbitration:

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 in English.

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.

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 FCS&CA agree and undertake to carry out such Award without delay.

25. 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, Quarantine restricts and Freight embargo-restrictions imposed by the Government or other statutory bodies, 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 FCS&CA in writing of such condition and the cause thereof within a period of ten (10) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by FCS&CA in writing, the Successful Bidder will continue to perform its obligations under this supply order as far as reasonably practical and shall seek all reasonable alternative means for performances of this order.

(H. Debbarma)
Director,
Food CS&CA
Government of Tripura.

ANNEXURE-I**JOB DETAILS**

Job. Code No.	PDS Commodities Carriage Route	Earnest Money (EMD)	Estimated Quantity (Qtl)	Performance Guarantee
1	FCI-FSD- Churaibari to Panisagar Food godown and vice versa.	15000	2000	5% of the total Work value of each job (subject to maximum of Rs. Two Lakh)
2	FCI-FSD- Churaibari to Damchara Food godown and vice versa.	5500	6300	
3	FCI-FSD- Churaibari to Khedachara Food godown and vice versa.	2000	2400	
4	FCI-FSD- Churaibari to Kanchanpur Food godown and vice versa.	16000	20000	
5	FCI-FSD- Churaibari to Ganganagar Food godown and vice versa.	9000	11000	
6	FCI,FSD-Kumarghat to Panisagar Food godown and vice versa	15000	2000	
7	FCI, FSD-Madhabbari to Boxanagar Food Godown and vice versa.	12000	15000	
8	FCI, FSD-Nandannagar to Bishalgarh Food Godown and vice versa.	32000	40000	
9	FCI, FSD-Nandannagar to Boxanagar Food Godown and vice versa.	12000	15000	
10	FCI, FSD-Madhabbari to Bishalgarh Food Godown and vice versa.	32000	40000	

Bio – Data of the Bidder

From:

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

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

Sir,

- i. I/ We have gone through the tender document for supply of **CARRIAGE OF PDS COMMODITIES FROM FCI/STATE DEPOTS (DESPATCHING POINTS) TO DIFFERENT STATE FEEDER GODOWNS AND VICE-VERSA FOR THE PERIOD May,2019 to March, 2020** published by the Food, CS&CA Department, Government of Tripura & paid required Tender Fee @Rs.500/- for the Job(s) rates has offered, by way of Demand Draft.
- ii. 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.
- iii. I/We are submitting my/our rates offer inclusive of all taxes &charges for supply of **CARRIAGE OF PDS COMMODITIES FROM FCI/STATE DEPOTS (DESPATCHING POINTS) TO DIFFERENT FOOD GODOWNS AND VICE-VERSA FOR THE PERIOD May,2019 to March, 2020** up to the designated Food Godowns of Tripura, on the basis of clauses mentioned in the NIT.

Detail information of my/our firm are as follows:

Sl.	Particulars	
1	Name and Address of the Bidder	
2	Telephone No. (Office)	
3	Mobile no. of the dealing person(s)	
4	Constitution of firm (Firm / Company/Society/Syndicate) , if applicable	

5	Name of the proprietor/partners /Directors / Members of the firm(Firm / Company/Society/ Syndicate)	
6	Registration no. and date of registration of the firm.(Firm / Company/Society/ Syndicate), if applicable	
7	Particulars of Professional Tax Clearance	
8	Bank Account No. and Name and address of the Banker.	
9	PAN CARD No.	
10	Particulars of Tender Fee deposits.	
11	Particulars of EMD Deposits	
12	Particulars of Family Ration Card (if applicable)	
13	Registration No. of Trucks offered for transportation	

- iv. Rate offered by me/ my/our firm for **CARRIAGE OF PDS COMMODITIES FROM FCI/STATE DEPOTS (DESPATCHING POINTS) TO DIFFERENT FOOD GODOWNS AND VICE-VERSA FOR THE PERIOD May,2019 to March, 2020** shall remain valid for the said period and ready to engage required nos. of Trucks for transportation of PDS commodities as per requisition placed by the Department from time to time during the entire contract period.
- vi. If the tender is awarded to me/ my/our firm, I/we are ready to deposit tender specified performance guarantee as specified terms and conditions of the NIT.
- vii. I/We hereby declare that all information & documents provided by me/us along with this tender offer are absolutely true to my / our belief.

Dated :.....

Signature:

Name :

Name of Firm:

.....

Annexure- III

NOTARISED DECLARATION

(TO BE SUBMITTED ON RS.20/-NON-JUDICIALSTAMP PAPER)

1. I /we do hereby declare that I/we have personally gone through the relevant detailed NIT and understood all the clauses, terms & conditions and specifications of tendered items, instruction of NIT and quoted the rate of items in prescribed rate quoting format having been fully satisfied and accepting all the terms & conditions of the NIT.
2. This is further to certify that I/we have suppressed no facts in the tender which could debar me/us to participate into the tender. If it is revealed even after opening of the tender or even after issuance of Work Order that any fact is suppressed/fabricated by me/us, tendering authority shall have the right to reject my tender along with other punitive action against me/us as deemed fit by the authority.
3. I/we do affirm that all the terms & conditions of NIT are unconditionally accepted by me/us. Further I/we do hereby declare that I/we have seen & understand the NIT Documents for **CARRIAGE OF PDS COMMODITIES FROM FCI/STATE DEPOTS (DESPATCHING POINTS) TO DIFFERENT FOOD GODOWNS AND VICE-VERSA FOR THE PERIOD May, 2019 to March, 2020.**

Signature with Seal	
Full Name of Bidder	
Company Name	
Address	
Place & Date	

AFFIDAVIT (On Rs.20/= Notarized, Non-Judicial Stamp Paper)

1. That I hereby confirm and declare that me/ none of my/ our group/ sister concern/associate company/Firm is participating/submitting this tender separately.

2. That I hereby confirm and declare that me or my/our firm/company M/s _____ and my/our firm/group/company/sister concern/associate company not have been blacklisted or debarred or criminally implicated for any default by any Court, Central/State Govt. Department/PSUs for the period as mentioned in the NIT.

3. 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.

4. 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, me/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 Deponent with Seal)

AGREEMENT

- i. The selected Bidder shall have to execute a deed of agreement within a period of 07 (seven) days on receipt of the communication of acceptance of offer from the Department for satisfactory performance of the jobs for which 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.20/- (Rupees twenty) only, followed by printed in plain paper.
- ii. 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 transportation of PDS commodities at the risk and cost of the defaulter Bidder for greater interest of people of the State.
- iii. 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.
- iv. Awarding of work against the tender is not obligatory for the Department.

(H. Debbarma)
Director,
Food CS&CA
Government of Tripura.

(SPECIMEN – NOT TO QUOTE HERE)

RATE QUOTING SHEET (BOQ)

NIT No	No. F. 13(1)-TS/DF/VOL-I/2019/ dated 15/05/2019					
Name of Work:	Carriage of PDS commodities from FCI/state depots (dispatching points) to different state food godowns and vice-versa for the period from May, 2019 to March, 2020					
Tender Inviting Authority:	The Director, Food CS&CA, Govt. of Tripura					
Bidder Name						
PRICE SCHEDULE						
Sl No.	PDS commodities Carriage Route	Job Code	Estimated Quantity	Unit	Rate per Quintal (inclusive of all charges)	Total amount
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						