

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

e-TENDER DOCUMENT

**e-TENDER FOR APPOINTMENT OF STATE NOMINEE FOR
LIFTING/ HANDLING/ MILLING/ TRANSPORTATION OF PULSES
DURING THE PERIOD FROM OCTOBER 2018 TO SEPTEMBER 2019.**

Government of Tripura
Food, Civil Supplies and Consumer Affairs Department
 Agartala: Tripura

Khadya-O-Bhokta Bhawan, Pandit Nehru Complex, Agartala.
 Dated, Agartala, the 30th October, 2018.

NOTICE INTIVING e-TENDER FOR APPOINTMENT OF STATE NOMINEE FOR LIFTING/HANDLING/MILLING/TRANSPORTATION OF PULSES DURING THE PERIOD FROM OCTOBER 2018 TO SEPTEMBER 2019.

The undersigned for and on behalf of the Governor of Tripura invites e-Tender from reputed and experienced Business Organizations/Traders/Firms/ Entrepreneurs /Millers/Co-Operative Societies etc., who have executed Supply /Handling/Contract/Job work with any Department / PSU of Govt. of Tripura, for Lifting/Handling/Milling/Transportation of Pulses from different notified Warehouses/Godowns of Madhya Pradesh (M.P.) and Uttar Pradesh (U.P.) to different State Transit Food Godowns of Tripura, during the period from **October 2018 to September 2019.**

1.	NIT No	No. F. 6-4(1)-DCS/2008 (P-II)/11418 dated 30.10.2018
2	Name of Item	Processed Pulses (As per allotment of raw pulses made by Govt. of India) Tentative quantity: 1120 MT per month.
3.	Tender Fee	Rs.5000/- (Rs. Five thousand) by D.D.in favour of “The Director, Food, CS&CA, Govt. of Tripura” payable at Agartala (non-refundable).
4	EMD	Rs. 2,00,000/- (Rs. Two Lacs) by in the shape of FDR/D.D./Deposit at Call from any Scheduled bank in favour of “The Director, Food, CS&CA, Govt. of Tripura” payable at Agartala.
5	Period of seeking queries online:	30.10.2018 to 11.11.2018 up to 5.00 PM.
6.	Venue, Date and Time of Pre-Bid Meeting:	O/o the Director, Food, CS&CA, Agartala, Tripura on 12.11.2018 at 11.00 AM.
7.	Last date and time of e-Bidding:	15.11.2018 up to 5:00 PM.
8.	Date and time of opening of technical bid (tentative):	16.11.2018 at 11.00 AM.
9.	Date and time of opening of financial bid:	To be published after technical bid evaluation
10	Bidding Website	www.tripuratenders.gov.in

2. Tender document can be seen on website www.tenders.gov.in and www.tripuratenders.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. After submission of Tender, the Bidder can re-submit revised Bid any number of times but before last time & date of submission of Bid as specified in this Tender Document.

3. No physical tender form will be sold. Eligible bidders should participate in tender online through website www.tripuratenders.gov.in(for bidding).
4. Tender must be uploaded in two-bid system – (a) Technical bid, (b) Financial bid- Bidder will participate in tender online through website www.tripuratenders.gov.infor which they have to register/enroll their name. Facility is available for the bidder to register/ enroll online in the website www.tripuratenders.gov.in. No provision will be there to drop Tender physically (hardcopy).
5. Technical bid of the Bidders will be opened on 16.11.2018 as per time mentioned in the NIT. If the date of opening of Bid 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.
6. The department reserves the right to reject any submitted tender, not in conformity with relevant NIT.
7. Clarification on Tender Document:

A prospective Bidder requiring any clarification on tender documents may seek clarification online through e-procurement portal www.tripuratenders.gov.in's 'Clarification' option that is available after login in the same portal during the period from **30.10.2018 to 11.11.2018**. 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 / dir.fcs-tr@nic.in**.

8. 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, **01(one) day** 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 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.

9. This document contains total 26 pages marked as pages 01 to 26.

**Addl. Secretary & Director
Food, CS&CA Department.**

Information & instruction for Bidder

Interested eligible bidders shall register in the website www.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>.
- 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) Physically signed & Notary attested scanned copies of all relevant documents as mentioned in the subsequent sections of this NIT 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-I, II & III, (in Non-Judicial Stamp Paper), fill up the relevant Columns, put signature with Rubber Stamp & get the same authenticated/attested by Notary Public, and shall have to send originals to the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala in sealed envelope.
- 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-I, II & III 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 handling of Pulses for all locations as mentioned in the BOQ to qualify in the bid. Any comments like 'Not quoted', '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's shall use the 'My Document' folder option in the e-procurement web-based-application, available after login for uploading Technical Documents other than scanned copied of Tender Fee & EMD instruments. The Bidder shall upload all his/her relevant technical documents by scanning in PDF Format [DNIT & 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 easily within the bidding session. An indicative organization of folders under 'My Document' and the related technical documents to be uploaded is indicated hereunder.

Sl	Category	Sub Category	Scanned Documents to be uploaded in PDF Format (whichever is/are applicable)
1	DNIT Documents	DNIT	Downloaded NIT
2	BIS/Mfg. lic./ Dealership	Trade license/registration certificate and Manufacturing License of principal firm-For Dealer.	Trade License issued by the appropriate authority.
3		Registration of Firm / Agency	Copy of Certificate of Incorporation in case of Limited Company/Private Limited Company/Cooperative Society/Society.
4	Tax related documents	Sales Tax clearances / VAT clearances certificate of the Bidder	Copies of Income Tax Returns for preceding 03 financial years.
5		GST Registration Certificate	Copy of GST Registration
6		PAN Card	PAN Card of the Firm / Company /Proprietor
7	Financial Details	Balance Sheets	Copies of Audited Balance Sheets for preceding 03 financial years.
8	Misc. document	Power of attorney in favour of local agent mandatory	Power of Attorney in Original, in case this tender documents signed by the authorized signatory.
9	Experience / mfg. capacity	Documents in support of Bidders recent and past supplies	Certificate of Head of Department of any Govt. Dept. / PSU of the State of Tripura
10		Performance certificate of the supplies items of previous years	Proof of handling / transportation / sale of essential / bulk commodities.
11	Financial details	Certificate from Bankers	Bank Solvency Certificate

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 Document'.

- i. 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.
- ii. 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 physically signed (except DNIT) by the successful bidder before uploading.
- iii. **'My Document' will be available in the 'My Account' Section of the Portal. Under 'My Document List' caption of 'My Document', 'Category Name' – 'Sub Category Name' of the Folders assigned by the Department will be populated, where the Bidder shall have to upload the relevant technical documents as specified above. Kindly note that nomenclature like 'Category Name' – 'Sub Category Name' are pre-defined in the Portal and the nomenclature is not at all relevant to the respective technical documents are to be uploaded. The specified Folders are actually particular locations under My Document, where the required technical document are to be uploaded as required & specified by the Department.**
- iv. **Subsequently, during real time bidding, all technical document uploaded under different folders of the My Document are to be populated/uploaded in the 'Submit Other Important Document' Section properly. Thereafter, Under 'Tender Covers' Section, only scanned copies of 'EMD & Tender Fee' instruments is to be uploaded in the 'Fees/PreQual/Technical' cover. Under Finance cover, only properly filled-up BOQ to be uploaded.**

GENERAL TERMS & CONDITIONS

1. Detailed Scope of Work:

- i. The appointed State Nominee shall be responsible for lifting of un-husked / whole raw pulses from different warehouses of Central Govt. / NAFED / State Govt. of Madhya Pradesh (M.P.) / Uttar Pradesh (U.P.), situated at different locations of these 02 States, as per allocation order released by the Govt. of India from time to time during the tendered period.
- ii. The Govt. of India has allocated the October 2018 quota of raw pulses, which shall have to be lifted from CWC – Chirgaon, Uttar Pradesh. However, in subsequent months, allocation may be released from other CWC / State / NAFED warehouse located at different placed of the State of Uttar Pradesh / Madhya Pradesh (as finalized by the Govt. of India from time to time) and accordingly, such quota of war pulses have to be lifted from those Godowns.
- iii. All incidentals including weighment, labour, insurance, brokerage charges etc. for loading from the warehouses shall be borne by the bidder.
- iv. Transportation of un-husked / whole /raw pulses from warehouses to milling plants is to be taken by the Bidder in consultation with the Department and all expenses in this regard to be borne by the Bidder.
- v. Un-loading and Milling of un-husked / whole pulses at milling premises under direct supervision of the State Nominee.
- vi. Bagging in 50 Kgs Printed New BOPP/HDPE Bags with Laminated/Additional Inner Liner (As per detail mentioned in “Packing Materials”).
- vii. Loading of Finished Products (de-husked and cleaned pulses) for transportation from the Mills.
- viii. Warehousing and or Transshipments of Trucks at Guwahati, as per movement requirement, in consultation with the Department and all incidentals to be borne by the Bidder.
- ix. Onward Transportation up-to 03 Transit Food Godowns located at Dharmanagar (North Tripura), Agartala (State HQ) and Udaipur (Gomati District) of the State.
- x. Unloading / Stacking of Pulses at 03 Transit Food Godowns.
- xi. Liasoning with the Ministry of Food & PD, Department of Agriculture, Cooperation & Farmers Welfare, Deptt. of Consumer Affairs and the Nodal Agency namely NAFED (Appointed by the Govt. of India) for lifting of un-husked / whole pulses as per allotment from Govt. of Tripura.
- xii. The Successful bidder will be allowed to dispose off & realize the cost of Stone, Sand, Husk, Bran, foreign materials etc. collected during cleaning / milling of un-husked pulses.

- xiii. The Successful bidder will be allowed to dispose off & realize the cost of Old gunny/HDPE Bags collected during receipt of the raw pulses from the warehouse, however he should pack the Finished Pulses in New Printed BOPP/HDPE Bags as per detail mentioned in “Packing Materials”.
- xiv. *The Successful bidder will have to ensure positioning of processed pulses to the designated Godowns of the State within the timeframe stipulated by the Department. Moreover, lifting of the raw pulses from the designated Godowns to be completed within the timeframe fixed by the Govt. of India. In case of any delay, penalty shall be invoked against the bidder as per penal clauses stipulated in this NIT. Shortage including OTR (Out-Turn Ratio) and transportation/handling etc. should not exceed 30% of the raw allocation of pulses. Any shortage beyond 30% of the raw allocation of pulses should be borne by the State Nominee as per derived rate of processed pulses finalized by the Food CS&CA Department [Derived Rate = Issue Price + Central Subsidy + Tendered Cost of handling/milling/transportation] and the amount shall be deducted from the Bill due / PG. Under no circumstances, shortage beyond 30% of raw quantity of pulses will be accepted.*
- xv. All of the consignments shall have to be insured by the State Nominee for entire stages of operations (lifting point of pulses to mills, temporary storage, if any, & onward carriage to State Transit Food Godowns) for protection against any theft / damage / transit loss etc. The insurance cover shall have to be made (in consultation with the Food CS&CA Department) in such a way that the subsequent compensation / claim amount, if any, is automatically routed in favour of the Director, Food CS&CA Department, Govt. of Tripura by the Principal Insurance Agency.
- xvi. The bidder shall have to submit a detailed Work Plan with resource planning for completion of the work as per NIT stipulated time & norms, which will be considered as a part of Technical Bid. The Department may reject any bid offer, if the Work Plan is not found satisfactory.

2. Eligibility for participating the tender:

- i. Tender invited from reputed Indian Business Firms having dealing with any of the Departments / PSUs of Govt. of Tripura during last 3 years and had executed job/contract/supply work with a total value of not less than Rs.2.00 (two) Crores during last 03 years period.
- ii. The interested Bidders' must have business turn-over of minimum Rs. 5.00 Crore in total during last 3 years from food article business / supply / service support business/handling & transportation business / contract work business during last three financial years supported by audited balance sheet are eligible to participate in the tender.
- iii. The interested Bidders should have full-fledged Office at Agartala (operational for at least last 03 years) with adequate manpower for over-all execution of the handling contract.
- iv. The interested Bidder should have good establishments / business contacts at M.P. & U.P. States and at Guwahati, Assam for Handling/Transportation of Pulses. The bidder should have resources to engage sufficient no. of manpower at lifting / milling locations / Guwahati / Agartala / Udaipur & Dharmanagar as per advice of the

Department to oversee & manage the entire process of lifting/milling/handling/transportation.

- v. The interested Bidder should have experience of Handling/Transportation/Sale of bulk / essential commodities for not less than 3000 MT / year for at least in a single of last 03 years period.
- vi. The interested Bidder should have Fixed Assets/Properties/Business Establishments within the State of Tripura.
- vii. The bidder should have Bank Solvency of minimum Rs. 02 (two) crore.
- viii. The Bidder must have to upload (scanned in PDF) valid signed & Notary attested copies (whichever is applicable to the bidder) of all the documents specified in the Information & instruction for Bidder Section in the relevant Folders under 'My Document'.

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

- i. Scanned copy of the Tender Fee/EMD instrument into PDF to be uploaded after digital signing in the tender Covers captioned as – 'Fees/PreQual/Technical'.
- ii. Rate quoting sheet (BOQ) to be downloaded, filled up and uploaded (Finance Cover) with digital signing. Name of bidder must be written in the appropriate field of rate quoting sheet by each bidder.

4. Submission of Technical Documents:

4.1 Uploading of Technical Documents in the e-Procurement Portal:

The following documents are integral part of Technical Bid and the Bidders shall have to upload (scanned in PDF format) the relevant documents in the specified Folders under 'My Document' of the e-Procurement Portal. The Bid Evaluation Committee of the Department shall evaluate the technical eligibility of the Bidders on the basis of technical documents of specified criteria mentioned hereunder and other additional documents submitted by the Bidders, if so asked by the Department after opening of technical bid.

Sl	Technical Documents to be uploaded	Description/eligibility/ criteria of the Documents as a part of Technical Bid	Applicable for	Type of document
1	Downloaded NIT	NIT Document downloaded from the Portal is to be uploaded by the Bidders in the specified Sub-Category of Folder	All Bidders	PDF. Signing & Notarization are not required.

2	Trade License issued by the appropriate authority.	Valid Trade License issued in the name of Bidder issued by the Authority like Municipal Corporation etc.	All Bidders	Signed by Bidder/Authorized Signatory & Notarized.
3	Copy of Certificate of Incorporation in case of Limited Company/Private Limited Company/Cooperative Society/Society.	Certificate of Incorporation issued by the Appropriate Authority.	Applicable if the Bidders is a Limited Company/Private Limited Company/Cooperative Society/Society.	Signed by Bidder/Authorized Signatory & Notarized.
4	Copies of Income Tax Returns for preceding 03 financial years.	Income Tax Returns for FY: 2015-16, 2016-17 & 2017-18.	For all Bidders	Signed by Bidder/Authorized Signatory & Notarized.
5	Copies of Audited Balance Sheets for preceding 03 financial years.	Audited Balance Sheets for FY: 2015-16, 2016-17 & 2017-18. [It is mention here that minimum turnover during last 3 years should not less than Rs.5.00 crore and that should be clearly reflected in the respective Balance Sheets]	For all Bidders	Signed by Bidder/Authorized Signatory & Notarized.
6	Power of Attorney in Original, in case this tender documents signed by the authorized signatory.	Power of Attorney in favour of the signatory, clearly mentioning authority for signing the Tender Documents.	Not required for Proprietorship Firms and Partnership Firms in case all Partners have signed the documents.	Signed by Bidder/Authorized Signatory & Notarized.
7	PAN Card(s)	PAN Cards of Firm /Company & All the Partners/Directors	For all Bidders	Signed by Bidder/Authorized Signatory & Notarized.

8	Certificate of Head of Department of any Dept. / PSU of the State of Tripura	Work/Supply/Contract work certificate not less than Rs. 02 crore in any year of during last 03 years	For all Bidders	Signed by Bidder/ Authorized Signatory & Notarized.
9	Proof of handling/transportation/sale/supply of bulk essential commodities	Certificate/Authentication from any Govt. Organization / PSU / Corporate Agencies / Manufacturer in support of handling /transportation of bulk commodities, not less than 3000 MT in a single year of last 03 years	For all Bidders	Signed by Bidder/ Authorized Signatory & Notarized.
10	GST Registration	The Bidder should have valid GST Registration & copy of which is to be submitted	For all Bidders	Signed by Bidder/ Authorized Signatory & Notarized.
11	Bank Solvency Certificate	The bidder should submit Bank Solvency Certificate of minimum Rs. 02 (two) crore from any Bank guaranteed by the RBI.	For all Bidders	Signed by Bidder/ Authorized Signatory & Notarized.

4.2 Submission of Original & Physical copies of Technical Documents:

- i. Bidder should take the print out of Annexure-I, II & III of the NIT Document (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.
 - ii. Original EMD & Tender Fee shall also be placed in the same sealed envelope along with Annexure-I, II & III superscripted as 'EMD /Tender Fee & other documents for Handling of Pulses and should reach the "**Office of the Director, Food CS&CA, P.N. Complex, Gurkhabasti, Agartala-799006**", positively before the Bid opening date & time.
 - iii. Bids received on-line without reciprocal receipt of physical EMD / Tender Fee Bank instruments and Annexure-I, II & III 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.
5. 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.

6. If any of the required documents are not uploaded in the My Document Folder and thereafter in the 'Submit Other Important Documents' 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. Besides this, the department reserves the right to seek any additional information/document in any stage from the bidder after opening of the tender.

7. Earnest Money:

Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rs. Two Lakh) shall have to be deposited in favour of "**The Director, Food, CS&CA, Govt. of Tripura**" in the shape 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](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.

7.1 Tender Fee:

Interested Bidders who intend to participate in the Bid has 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 drawn in favour of the '**The Director, Food, CS&CA, Govt. of Tripura**' and to be scanned & uploaded in the Technical Bid part. Thereafter, the original instruments shall have to reach to the Food CS&CA Department as mentioned in this NIT.

8. Opening of tender:

- i. 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 (www.tripuratenders.gov.in).
- ii. Bidders who's 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. Decision of the Bid Evaluation Committee of the Department in respect to Technical Qualification of the Bids will be Final.
- 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.

9. Evaluation of Financial Bid & Comparison of rate:

- i. The 'BOQ comparative chart' generated & displayed from the e-procurement portal, after the opening of financial Bid will not be final (which will be displayed as 'BOQ comparative chart' at financial bid opening summary page).

- ii. Department will prepare 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).
- iii. Financial Bid submitted by the Bidders, those who have qualified in the Technical Bid, would be evaluated in the following manner:
 - a. Rate per MT, quoted for each Transit Food Godown would be multiplied by mentioned tentative quantity against each Transit Food Godown and aggregated in a total amount.
 - b. Total quoted amount for 03 Transit Food Godown as mentioned in this NIT would be summed up again and considered as the aggregate tender value.
 - c. Thereafter, aggregate tender value would be divided by the combined total quantity of 03 Transit Food Godown. Rate arisen out of that would be considered as the average rate offer by the respective bidders.
 - d. Bidder who offered lowest average rate will be declared as the L₁ rate by the Food, CS&CA Department.

10. 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.

11. The Bid submitted shall become invalid if:

- i. The Bidder does not upload all the technical documents as stipulated in this Tender Document or in the stipulated order/context as mentioned in this NIT. However, the Bid Evaluation Committee shall take the final decision on the technical 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. Addl. Secretary & Director, FCS&CA, Govt. of Tripura), the Department reserves to declare the concerned Bid as informal.
- iii. In case of any discrepancy/confusion arises or more clarity on submitted documents/certificate/information are required, the Department may ask the Bidders to produce all original copies of Technical documents or any other additional document for detailed scrutiny. Tempering of any documents, submission of false &

fabricated document / information / declaration/certificate shall lead to the cancellation of submitted Bid.

12. 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 (Notary Public etc.), and upload a multipage PDF document comprising of the document in vernacular language followed by English translation.

13. Performance Guarantee:

- i. The successful Bidder shall also have to furnish a “Performance Guarantee” @ 100% of the work order value by means of RTGS / Demand Draft / AC Payee Cheque in favour of “The Director, Food, CS&CA, Govt. of Tripura”. The Department shall not pay any interest accrued in favour of the successful Bidders, out of the deposited PG amount.
- ii. Performance Guarantee deposited by the successful Bidder would be released by the Department only after successful completion of respective handling Job’s, on receipt of written request from the successful Bidder.

14. 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 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.

15. 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.

16. Quantity & Location to be supplied at:

- i. The probable quantity of supply of processed pulses during the contract period is approximately **1,120 M.T** per month. The quantity may, however, be increased or decreased, subject to allocation made by the GoI /State Govt.
- ii. Estimated Quantity of processed pulses to be Handled/Milled/Transported to different Transit Food Godowns are as follows:

Sl	State Transit Food Godown Location	Tentative quantity per month (in MT) during Oct.18 to Sept. 19
1	Central Stores, A. D. Nagar, Agartala	448.000 MT (40%)
2	DD, (Food) Udaipur, Gomati (Tripura)	336.000 MT (30%)
3	DD, (Food) Dharmanagar, (North Tripura)	336.000 MT (30%)
Total Tentative Quantity		1120.000 M.T.

- iii. However on allocation made by the GoI & as per requirement of the Department, the vendor shall have to position Pulses on monthly basis, as per qty. specified as mentioned all above Transit Food Godowns.

17. Period of Contract:

The contract would be applicable for the period of 12 months w.e.f. October 2018 to September 2019 and may be extended further 12 months at the sole discretion of the Food CS&CA Department.

18. Packing Specifications:

- i. BOPP Bags, (Biaxially Oriented Polypropylene Bags) with Lamination or additional Inner Liner
- OR
- HDPE Bags (High-density polyethylene Bags) with Lamination or additional Inner Liner
- ii. Weight of Empty BOPP/HDPE Bags should not less than 200 grams (Including Lamination/Additional Liner)
- iii. Printing matter on the BOPP/HDPE bags if any will be provided by the Director, Food CS&CA, to the Successful bidder after Finalization of the Tender.

19. Sampling of Raw / Processed Pulses:

The Department shall take sample of both raw & processed pulses at source and the delivered processed pulses at all 03 (three) Transit State Food Godowns, jointly by the Department & the State Nominee. Grade/Specifications/Quality of processed pulses samples collected at source and delivery points must have to be identical. Any deviation of quality shall not be entertained by the Department and the supplied stock would be rejected for any mismatch/ deviation of quality of processed pulses.

20. DELIVERY OF STOCK:

- i. The Department shall issue required Allocation / Authorization Letter for taking Un-Husked/Whole pulses from warehouses of GoI / /NAFED/ M.P. / U.P. State Govt. warehouses located at different parts.
- ii. The State Nominee shall have to complete the supply of processed pulses at all designated locations / Transit Food Godowns within 40 days from the date of placing work order for a particular month / allocation.

- iii. Officer-in-Charge, Central Stores/Deputy Director (Food), UDP/DMN at State Transit Food Godowns, as the case may be, would issue Receipt Certificate of material in terms of quantity on 100% weightment to the Bidder on receipt of the stock supplied by him against the monthly Work Order issued by the Department.
- iv. The successful Bidder shall have to submit progress report showing the position of Lifting and Milling of un-husked pulses & movement of finished products every week till completion of delivery into the State against the allocation made by the Department.
- v. All of the consignments shall have to be insured by the State Nominee for entire carriage route (lifting point of pulses to mills & onward carriage to State Transit Food Godowns) for protection against any theft / damage / transit loss etc.

21. PAYMENT PROCEDURE:

- i. The successful Bidder shall prefer bill(s) against delivery of Pulses for payment to the Director, Food, Civil Supplies & Consumer Affairs, Tripura, Agartala, supported by necessary documents showing receipt of stock of Pulses at different Govt. Transit Food Godowns.
- ii. The successful Bidder shall not seek any advance financial assistance whatsoever from the Govt. of Tripura or the Directorate of Food, Civil Supplies & Consumer Affairs, Tripura, Agartala for lifting and Handling of Pulses.
- iii. Payment would be made only for the Finished Products Pulses delivered by the Bidder at all designated delivery locations, subject to quality clearance. Labour unloading charges @ Rs.7.70 per quintal will be deducted from the Bills of the Handling Agent. Tenderers are to inform that the labour unloading charges may be revised upward any point of time during the contract period (maximum to the extent of Rs. 2.30 per quintal) and that will be binding upon the Bidders.
- vi. Payment against the raised invoices would be made through RTGS/Account Payee Cheque only.

22. Acceptance of the Tender:

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.

23. Rate Offer:

Bidders must have to offer rates for all 03 State Transit Food Godowns, any Bidder submits tender without quoting any rate or rate not offered for all 03 (three) State Transit Food Godowns, his/her Bid shall stand rejected straightway.

The rate shall be quoted per MT inclusive of Lifting of un-husked/whole pulses, handling & transportation up-to mills at source, milling charges inclusive of all costs, bagging charges, cost of packing materials in 50 Kg printed BOPP / HDPE Bags

(Laminated or additional inner Liner and Transportation Freight up-to all 03 Transit Food Godowns and all other applicable transportation, handling, labour charges & other charges, if any, up to specified State Transit Food Godowns at of Tripura.

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.

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 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.

27. Penalty / Discretionary Provisions:

- i. 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. In case, the termination happens after receipt of the raw pulses by the State Nominee from the warehouses or at any stage of milling / transportation, the State Nominee shall be responsible for handing over to raw / processed stock of pulses (as the case may be) to the authorized representative of the Food CS&CA Department. Any deviation / shortage of stock shall not be entertained and the contract will be terminated without serving any notice. During termination of the contract, stock in transit, if any, shall be the property of the Food CS&CA Department and the terminated State Nominee shall have no right over the stock in transit.
- ii. In case of termination, pending / unsettled dues with the transporters / warehouses / millers, if any, shall have to be borne by the terminated State Nominee.
- iii. In case of delayed delivery beyond 40 days, penalty @ 2% of the contract value /per week shall be applicable. However, 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 discretion of Director, Food, CS&CA and the penalty may be waived off accordingly.
- iv. In the event of failure by the successful Bidder (L₁) the Food, CS&CA Department is at liberty and also reserves the right made alternative arrangements for undertaking the job as deemed appropriate in the interest of PDS. In such circumstances damage / financial loss incurred by the Department, if any, will be recovered from the successful Bidder (L₁). Decision of the Food CS&CA Department in finalizing the recovery amount shall be final & binding to all.
- v. It is mandatory for the State Nominee to deliver the entire quantity of processed pulses (70% of the allocation of raw pulses) at designated Transit Food Godowns against a particular Work Order and any diversion of stock for open market sale shall not be entertained. If it is noticed that the State Nominee has diverted stock of raw / processed pulses for any other purpose (by not supplying to the State Government), penalty will be imposed upon the State Nominee (including termination of contract)

and criminal proceeding shall also be invoked against the State Nominee, as deemed appropriate by the Food CS&CA Department.

- vi. 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.
- vii. Notwithstanding anything contained in the terms and conditions of this tender, The Director, Food, CS&CA Department is the 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.

28. Blacklisting & recovery of losses:

In the event of failure/delay by the Bidder at any stage of execution of work orders, the Earnest Money Deposit and Performance Guarantee deposits will be forfeited apart from cancellation of award of contract and blacklisting. Decision of the Food CS&CA Department shall be final & binding to all.

29. Sub-Letting:

- i. 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.
- ii. However, as per scope of work, the State Nominee is free to appoint Millers for processing of raw pulses, transporters for carriage of raw / processed pulses up to designated Transit State Food Godowns with prior intimation to the Food CS&CA Department.
- iii. The Department may engage representative officers / officials suitably (with intimation to the State Nominee) for monitoring of work at every stages of lifting/handling/milling/transport operations. The State Nominee shall be liable to follow the instructions / advice of the Food CS&CA Department / engaged officers/officials at each & every stages of operations.

30. Indemnity:

The Bidder shall indemnify the Food, CS&CA Department against all claims which may arise in supply of inferior and low quality of Pulses not conforming to specifications / sample of raw/processed collected at source/mills.

31. Other Terms & conditions:

- iv. 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 partial 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 as deemed fit by the State Government.

- v. Any blacklisted firm by Union / State Govt. shall not be eligible for participation in the tender.
- vi. Any conditional tender offer would be summarily rejected.
- vii. The work awarded to the successful Bidder(s) is not transferrable and the work shall have to be executed by the Bidder(s) on its own without subletting to any other persons / firm / agency. In case of any breach to this clause, the EMD and Performance Guarantee as deposited by the Bidder shall be forfeited by the Department without assigning any reason thereof.

32. Amicable Settlement:

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

33. Dispute Resolution:

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

34. 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, FCS&CA, Govt. of Tripura to discuss and attempt to amicably resolve the Dispute.

36. Force Majeure:

For the purpose of this Article, Force “Majeure” means any cause, which is beyond the control of the Successful Bidder or GoT 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 seven (7) 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 is reasonably practical and shall seek all reasonable alternative means for performances of this order.

**Addl. Secretary & Director
Food, CS&CA Department
Govt. of Tripura.**

ANNEXURE-I**Bio – Data of the Bidder**

From:

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

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

Sir,

- i. I/ We have gone through the e-tender document for appointment of State Nominee for pulses as detailed mentioned in “scope of work” published by the Food, CS&CA Department, Government of Tripura & paid Tender Fee of Rs.5000/-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 handling, milling charges, labour charges at different stages, transportation charges up to the designated State Transit Food Godowns of Tripura, on the basis of delivery & other clauses mentioned in the NIT.

Detail information of my/our firm are as follows:

Sl.	Particulars	
1	Name of the Bidder with full address of registered office	
2	Telephone No. & e-Mail address of Agartala Office/Factory & Name, Designation of the contact person of Agartala Office / Factory.	
3	Mobile no. & email address of the Authorized Person	
4	Constitution of firm (Firm / Company/Society)	
5	Name of the proprietor/partners /Directors / Members of the firm	
6	Registration no. and date of registration of the firm.	

7	Trade License No. (issued by the Competent Authority)	
8	Bank Account No. and Name and address of the Banker.	
9	Total Turnover of preceding 03 financial years	
10	Particulars of Tender Fee deposits.	
11	Particulars of EMD Deposits	
12	Name & designation of employees under the direct pay-roll of the Bidder	
13	Name & Address of the Departments / PSUs of the State Government, where the Bidder executed work/supply/contract during last 03 years	
14	Detail of fixed business assets owned by the Bidder within Tripura	
15	Maximum no. of employees is proposed to be engaged for the work.	
16	Detail work-plan for smooth execution of the job as per scope of work of the NIT (to be submitted in separate sheets, along with this Bio-Data.	

- iv. Rate offered by my/our firm shall remain valid for the period from October 2018 to September 2019 and can be extended further 12 months at the sole discretion of the Food CS&CA Department.
- v. 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.
- vi. 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- II**NOTARISEDDECLARATION**

(TO BE SUBMITTED ON RS.100/-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 handling of Pulses as per detailed mentioned in the "Scope of Work" folder to the specified Transit Food godowns of State Govt. of Tripura.
4. I/we have no objection if any additional terms & conditions are incorporated into the agreement by the Food CS&CA Department at a later stage.

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

Annexure – III

AFFIDAVIT (On Rs.100/= Notarized, Non-Judicial Stamp Paper)

I, _____ S/o/W/o. _____,
aged about ___years, working as Proprietor/ Partner/Director/Member of M/S.
_____ having its registered office at
“ _____ ”do hereby solemnly affirm and
declare on oath as under:

1. That I am competent to swear this affidavit being the Proprietor/Partner / Director / Member of M/S _____
2. 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 Handling of Pulses to the State Govt. of Tripura.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/associate company is participating/submitting this tender separately.
4. 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.
5. 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.
6. 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 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.100/- (Rupees One Hundred) 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 procurement of Pulses 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.

**Addl. Secretary & Director
Food, CS&CA Department
Govt. of Tripura.**

(SPECIMEN – NOT TO QUOTE HERE)

RATE QUOTING SHEET (BOQ)

NIT No	No. F. 6-4(1)-DCS/2008 (P-II)/11418 Dated: 30.10.2018					
Name of Work:	Lifting/Handling/Milling/Transportation of 1120 MT (TENTATIVE) of pulses per month for the period from October 2018 to September 2019.					
Tender Inviting Authority:	The Director, Food CS&CA, Govt. of Tripura					
Bidder Name						
PRICE SCHEDULE						
Sl No	Item description	Supply of Finished Product (Pulses) at Transit Food Godowns	Tentative quantity to be supplied during October 2018 to September 2019 (tentative)	Unit	Rate per MT inclusive of all charges	Total Amount
A	B	C	D	E	F	G
1	State Nominee for lifting/milling/handling /transportation of Pulses	Central Stores, AD Nagar, Agartala.	448	MT		(D X F)
2		DD(Food)Udaipur, Gomati	336	MT		(D X F)
3		DD(Food), Dharmanagar,	336	MT		(D X F)
4			1120	MT	Blank	Sum of the above
Average rate per MT of Pulses					Sum of the above / 1120 MT	

(This NIT document is digitally signed by the Addl. Secretary & Director, Food, CS&CA, Govt. of Tripura)