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GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF FOOD & CIVIL SUPPLIES
NAHARLAGUN

NOTIFICATION

NOTICE INVITING TENDER

The 25th July, 2017.

No.DFCS/PDA-70/2013-14 (PT-II).— The undersigned for and on behalf of the Governor of Arunachal Pradesh invite tender in Sealed cover from bonafide Sugar Manufacturers/Importers/ Sugar Traders/Wholesaler/ Sugar Mills/Stockists for Supply of 834 MTS per Month and 94 MT (for Festival quota) ISS S-30/31 Grade Sugar at a contracted rate as per ISS specifications prescribed by the Government of India for delivery in every Fair Price Shop (FPS) locations of all the Districts of Arunachal Pradesh namely, Tawang, West Kameng, East Kameng, Upper Subansiri, Lower Subansiri, Kurung Kumey, Kra-Daadi, West Siang, East Siang, Upper Siang, Siang, Dibang Valley, Lower Dibang Valley, Lohit, Anjaw, Namsai, Changlang, Tirap, Longding, Papum Pare including Capital Complex.

TERMS AND CONDITIONS

1. GENERAL:

- (a) Tenders should be filed in person or authorised representatives, duly furnishing the required information as per Tender document.
- (b) Tenders should be strictly in conformity with the prescribed terms and conditions. Tenders should not contain any conditions other than those prescribed. Tenders, which deviate from the terms and conditions, are liable to be rejected.
- (c) Before the last date for the receipt of Tender, Department of Food & Civil Supplies may amend any of the tender conditions, as may be required and if such an amendment is absolutely necessary, the same shall be communicated to the Tenderer(s) and will be made available on Website <http://arunfcs.gov.in> at free of cost or from the Office of the Director of Food & Civil Supplies, Naharlagun, Papum Pare district, Arunachal Pradesh. The cost of tender documents shall be ₹ 5000 (Rupees Five Thousand) only by Demand Draft (in original) pledged in favour of the Director of Food and Civil Supplies, Arunachal Pradesh, Naharlagun and it should be submitted alongwith the technical bid documents.
- (d) NIT for re-tender shall be floated, if tenders received are less than three (03).
- (e) Tenderers should be capable of supplying the ordered quantity of Sugar within 30 (thirty) days from the date of acceptance of offer and letter of intent (LoT) has been issued to it.
- (f) Bonafide Sugar Manufactures/Importers/Sugar Traders/Wholesalers/Stockists who are black listed by the Government/State Agency, are not eligible to file the tenders. If any blacklisted firm files a Tender in a benami name which is detected at any stage, the tender/contract shall stands rejected and the Earnest Money Deposit (EMD) shall be forfeited.
- (g) The private parties/Co-operative Societies/Firms having experience in PDS Carriage Contract in the state of Arunachal Pradesh may also participate subject to the following conditions;
 - (i) Experience certificate in PDS management from a concern District authority is to be submitted.
 - (ii) Such private party/Co-operative Society/Firm is duly appointed/ Nominated as an Agency for trading of Sugar by a Sugar Manufacturers/Importers/ Sugar Traders/Wholesaler/Co-Operative Sugar Mills/Stockists.

- (iii) Submit a duly executed agreement from Sugar Manufacturers/Importers/ Sugar Traders/Wholesaler/Co-Operative Sugar Mills/Stockists with the tenderer that the Sugar Manufacturer /importer/trader/ Whole Sale /mill /stockist shall ensure to supply Sugar as per the requirement placed by the appointed/Nominated Agency and is also equally liable for legal action in case of deviation of quantity and quality of the sugar supplied.

Under such case, the nominated/appointed Agency shall submit the required technical and Clinical reports/Certificates issued in the name of the Sugar Manufacturers/Importers/ Sugar Traders/Wholesaler/Co-Operative Sugar Mills/Stockists appointing the Agency Participating the tender.

In case, the Documents enclosed does not fulfil/cover all the conditions above, the tender shall be summarily rejected.

- (h) Tender Form is not transferable. Tenderer(s) should sign on all the Pages of the Tender Form.
- (i) Tenderer shall furnish experience Certificate in original in supply of sugar to the State Government/Central Government department/Central paramilitary forces.
- (j) Tenderer shall furnish Performance Certificate in original from department concerned where the Firm/Supplier had supplied sugar on earlier occasions.

2. EARNEST MONEY DEPOSIT (EMD):

- (a) Every tender should be accompanied by an Account Payee Demand Draft/Fixed Deposit Receipt for ₹ 25 lakhs (Rupees twenty five Lakhs) only drawn on any Nationalised/scheduled Bank in favour of "Director of Food & Civil Supplies Department, Government of Arunachal Pradesh, Naharlagun "payable at State Bank of India, (Main Branch) Naharlagun, as Earnest Money Deposit. Any Tender bids without Earnest Deposit Money stands summarily rejected. Tenders enclosing Cheques shall be summarily rejected. In case of unsuccessful Tenderer, the Earnest Money Deposit (EMD) will be returned after the successful Tenderer executes the Deed of Agreement (DOA).
- (b) The Earnest Money Deposit (EMD) of the successful Tenderer shall be adjusted towards security Deposit and they should deposit the balance security Deposit in the form of Demand Draft/Fixed Deposit Receipt (FDR)/ Deposit at Call Receipt (DCR)/Bank Guarantee in favour of the Director of Food & Civil Supplies Govt. of Arunachal Pradesh, Naharlagun payable at State Bank of India, (Main Branch) Naharlagun from any Nationalized Bank.
- (c) The Earnest Money Deposit (EMD) is liable to be forfeited in case the Tenderer withdraws his/their offer after acceptance of the bid by the Food & Civil Supplies Department or fails to enter into agreement or fails to remit the security Deposit within the specified time.

3. QUANTITY OFFERED :

Tenderer should deliver a minimum quantity of **834 MT monthly + 94 MT (Festival quota Annually)** on consignment basis at contracted rates. The Director of Food & Civil Supplies on behalf of the Department of Food and Civil Supplies will be placing orders for supply to the successful Tenderer/Tenderers.

4. RATE OFFERED :

- (a) The rate should be as per Metric Tonne (MT), inclusive of cost of packing in 01(one) Kg in polypropylene bag, Customs Duty, Excise Duty, VAT/Service Tax/ Cess, supplier/State Wholesale Nominee handling/profit margin if any, and transportation and handling/labour charges up to the FPS points in the Districts and shall not be quoted in fraction of paisa.
- (b) Transportation/Loading/Unloading/Transshipment charges or any other unforeseen incidental charges will be borne by the supplier/State Wholesale Nominee, these are to be taken into account while offering rate.
- (c) The rate quoted shall be in Indian Rupees and would be in force for the entire contract period. The Food & Civil Supplies Department shall not be responsible for any fluctuation of prices either in international Market or Domestic Market and no request or representation for revision of rate will be entertained at any cost during the currency of the contract period.
- (d) Basing on the rates received, the Food & Civil Supplies Department reserves the right to award supply contract to one or more bidders and the same would be final and binding.

5. SUBMISSION OF TENDER :

- (a) Tender should be submitted in two parts i.e., Technical bid and Financial bids. They should be submitted in separate Sealed Envelopes.
- (b) The schedule of filing and opening of Tenders is as follows:-

Schedule for download from Website/...../..... to/...../.....
Schedule for Bid submission/...../..... to/...../.....by 4.00 PM
Technical specifications Bid Opening Date (Technical Bid stage)/...../..... by 11.00 AM
Price Bid Opening Date (Financial Bid Stage)/...../..... by 11.00 AM

6. OPENING OF TENDERS :

- (i) Technical Bids filed will be opened at 11.00 A.M on/...../..... and Financial Bid will be opened at 11.00 A.M on/...../.....
- (ii) The Financial tenders of the qualified Technical Tenders only will be considered. Only those tenderers who are successful in Technical bids shall be eligible to participate in the financial bids.
- (iii) Rate offered by the qualified technical tenderers will be taken into consideration to arrive at lowest rate offered by the tenderers viz, L1, L2 and so on.
- (iv) Depending on the lowest rate received, if necessary, negotiations will be conducted with any or all the tenderers.
- (v) The rate accepted is for the supply of contracted quantity in all respects for the quantity tendered.
- (vi) After deciding the lowest rate by the Tender Committee, the Department of Food & Civil Supplies reserves the right to place purchase order to one or more Tenderers (s) at the lowest rate for any quantity as may be agreed to be supplied by the Tenderers on the same terms and conditions for supply of Sugar, within the time stipulated by the Food & Civil Supplies Department.
- (vii) If the date fixed for opening of Tenders happens to be Govt. Holiday, the tenders filed off-line will be opened on the next working day which is not holiday at the same specified time.

7. NEGOTIATIONS :

- (a) The Food & Civil Supplies Department reserves the right to conduct negotiations with successful Tenderer, if necessary, before finalizing the tenderer on the rate being offered. No Tenderer shall have the right to insist on negotiations with the Food & Civil Supplies, Department at any time.
- (b) The Food & Civil Supplies Department shall inform the Tenderers about the date and time of the negotiations through letter, e-mail and also FAX as per the decision or as the case may be.
- (c) During negotiations, the Tenderers should attend either personally or through their authorized representatives. The authorized persons should produce authorization letter of the tenderer duly attesting the Signature of the authorized representative to participate in the process of Tender/negotiation.
- (d) The Food & Civil Supplies Department reserves the right to award the tender in full or in part to one or several parties. The Decision of the Food & Civil Supplies Department shall be final and binding on the Tenderers.
- (e) The Food & Civil Supplies Department reserves the right to reject any or all the Tenders without assigning any reasons whatsoever and the decision of the Food & Civil Supplies Department in this regard shall be final and binding on the Tenderer.

8. AWARD OF CONTRACT :

Award of contract to the finally selected/successful bidder shall be strictly based on the recommendation of the tender Committee/Board.

9. PERIOD OF CONTRACT :

The contract period shall be for 12 (twelve) months and may be extended by the State Government, for a period of another 12 (twelve) months subject to good/satisfactory performance of the supplier /State Wholesale Nominee during the contract period.

10. SECURITY DEPOSIT :

- (a) Successful Tenderer should submit Security Deposit at 10% of the yearly contract value at wholesale rate of the total value of the quantity ordered for supply within 7 (seven) days from the date of acceptance of the Tender in the form of Demand Draft/Fixed Deposit Receipt (FDR)/ Deposit at Call Receipt (DCR) in favour of the Director, Food & Civil Supplies Department payable at State Bank of India (Main Branch), Naharlagun.
- (b) If the successful tenderer fails to furnish the security Deposit within the time specified, the Earnest Money (EMD) stands forfeited besides recovery of consequential losses, if any, sustained by the Department apart from cancellation of contract.
- (c) Performance Guarantee/Fixed Deposit Receipt must be submitted in original only.
- (d) The Security Deposit shall be refunded/ would be released to the tenderer upon successful completion of the respective supply order/works as per the Deed of agreement and on production of "Utilisation Certificate" based on duly receipted delivery challan and "No Due Certificate" from the concerned Deputy Commissioners in the district, issued on receipt of written request from the successful tenderer.

11. GODOWN :

Successful bidder should establish godown at all district head quarter for store of sugar within 15 (fifteen) days from the date of execution of Deed of Agreement. The godown and office location should be intimated to DC/DFCSO of concern district alongwith contact No.

12. CLAIM OF SUBSIDY COST :

The successful bidder shall prepare subsidy bill as per format at **Annexure-II** and submit the bill to Deputy Commissioner/District Food and Civil Supplies Officer of concern district along with delivery challan duly signed by all recipients FPS and countersigned by local Administrative officers or Officers/officials of Food and Civil Supplies department not below the rank of SIFCS/any authorised officer and Vigilance Committee members for verification and countersign of DC/DFCSO in the bill for onward submission to the Directorate of Food and Civil Supplies, Naharlagun.

13. AGREEMENT :

Successful Tenderer shall execute a Deed of agreement with Director of Food and Civil Supplies before start of the works as per prescribed format within 7 (seven) days on non Judicial Stamp Papers of Rs. 100/- (Rupees One hundred) denomination. In the event of failure to execute the Deed of agreement, the security of Earnest Money Deposit (EMD) as the case may be, shall stand forfeited apart from cancellation of supply contract and the Food & Civil Supplies Department is entitled to collect liquidated damages, if any, from the Tenderer for his/their failure to comply with the terms and conditions of the Tender.

14. ANNUAL FEES :

The successful tenderer shall be liable to deposit annual license fees of ₹ 1, 00,000 (Rupees one Lakh) and Nomineeship fees of ₹ 50,000 (Rupees Fifty Thousand) only which will be non-refundable, through a Treasury Challan to be deposited under the Head of Account-1456-'Civil Supplies' in favour of the Directorate of Food and Civil Supplies, Arunachal Pradesh, Naharlagun.

15. SPECIFICATION :

Only good quantity of ISS S-30/31 Grade Sugar strictly conforming to specifications detailed at **Annexure -I**, will be accepted. The stock should be free from artificial Colour, conforming to fresh current season crop, i.e. out of 2014-15 season's production, free flowing and sparkling white. Stocks not conforming to the specifications will not be accepted. The tenderer shall be required to submit a declaration duly certified by certifying agencies that the material conforms to the specification.

- (a) Stocks not conforming to the specifications shall stand summarily rejected and it shall be the responsibility of the supplier/Contractor to take back the rejected stocks immediately. Tenderer should furnish 03(three) samples of a Kg (1 kg) each packaged in polypropylene packed bags conforming to the specifications prescribed herein, failing which such tender will be rejected.
- (b) The sample of the successful Tenderer will be sent to analytical laboratory for analysis prior to issue of supply order and the tender shall stand cancelled if the same does not conform to the specification.

16. PACKING OF SUGAR :

- (a) Stocks should be delivered in new Polypropylene bags of 1 (one) kg capacity with inner polyethylene lining with machine stitched. Name and Logo of state Govt. shall be on the bag and "**for supply to Public Distribution System (PDS) consumption only**" shall be written on it.
- (b) Net weight of stock packed should be 1(one) kg standardized bag.
- (c) Tenderer should hand over 1(one) kg of Sugar sample at destination FPS points/Godowns conforming to the specifications prescribed herein.

17. DURATION AND PLACE OF DELIVERY :

Ordered quantity of Sugar as per specifications prescribed should be delivered within 30(thirty) days to all the Fair Price Shops (FPS) points of all the Districts of the State from the date of final supply order issued by the Food & Civil Supplies Department. The supply shall be made to all the following districts:- (I) Tawang (II) West Kameng (III) East Kameng (IV) Upper Subansiri (V) Lower Subansiri (VI) Kurung Kumey (VII) Kra-Daadi (VIII) Papum Pare including Capital Complex (IX) West Siang (X) East Siang (XI) Upper Siang(XII) Siang (XIII) Dibang Valley (XIV) Lower Dibang Valley (XV) Lohit (XVI) Anjaw (XVII) Namsai (XVIII) Changlang (XIX) Tirap and (XX) Longding.

18. BOOKING AND DELIVERY PROCEDURE :

- (a) The successful tenderer shall have to supply the ordered qty. of sugar as per specifications prescribed in the NIT and supply shall have to be completed in a span of 30 days against the supply order issued by the Department.

- (b) In case of non-supply/delayed supply as per the above schedule, liquidated damage for delay in supply shall be recovered to be computed @ 1% for 1st week, @ 2% for 2nd week and @ 3% for 3rd week and @5% for 4th week, of the quantity of delayed supply from the approved supplier. In case the supplier still fails to supply the sugar, the Department shall have the right to cancel the supply order and make arrangements for the supply of sugar at the risk & cost of the approved supplier/tenderer and the incidental charges incurred thereon on this account shall be deducted from the due payments of the supplier as well as from the security deposit. In addition to this the Department shall also have the right to forfeit the performance guarantee Deposit of the supplier/tenderer besides black-listing the firm.
- (c) The successful tenderer will be responsible for delivery of only good quality of stock as per prescribed specifications vide Annexure-I and the sub-standard/damaged stock, if any, shall not be accepted.
- (d) The successful tenderer shall have to submit progress report showing the position of booking of sugar every fortnight till delivery of entire allotted quota is completed to the destination points(s).
- (e) Transit/Handling Loss @0.25% will be admissible, subject to Govt. approval and Sanction for write-off for such loss. No godown loss will be admissible.

19. FURNISHING INFORMATION :

- (a) Supplier shall furnish details of Sugar delivery plan to the respective Deputy Commissioners and concerned District Food and Civil Supplies Officers in the districts.
- (b) Supplier shall furnish a Weekly Report & Monthly Report/Return to the respective Deputy Commissioners and the District Food and Civil Supplies Officers on supply of stock Truck-wise and destination-wise and the quantity delivered, through e-mail, FAX and any fastest available means.
- (c) Supplier shall maintain complete account of supplies made and also furnish all other additional information as and when requested by the Food & Civil Supplies Department.

20. ACCEPTANCE OF STOCKS :

- (a) At any time, the stocks may be subjected to quality check by the quality control team at the supply point/Godowns. Samples will be drawn as per the usual procedure of the Department in the presence of suppliers or their authorized representative. One sealed sample so drawn will also be given to the Suppliers. In the event of supply of stocks not conforming to specifications as indicated in the **Annexure-I**, such stocks shall be liable for rejection.
- (b) The stock not conforming to the specifications at Annexure stands summarily rejected and the Supplier has to take back the stocks at their own risk and costs.
- (c) The Food & Civil Supplies Department will not take any responsibility once the stocks are rejected.
- (d) Supply shall be subjected to quality analysis and the Food & Civil Supplies Department at its discretion from time to time shall send samples of any consignment to the accredited or any other laboratory for analysis.

21. PENALTY ON DEFAULT / EXTENSION OF TIME :

- (a) The entire ordered quantity of Sugar should be supplied within the stipulated time. No extension of time will be granted for supply of Sugar beyond the specified date fixed.
- (b) In exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the Supplier, extension of time will be granted at the discretion of the Food & Civil Supplies Department, subject to the following conditions :-
 - (i) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited.
 - (ii) In the event of failure to supply the ordered quantity, by the successful Tenderer within the stipulated time, the Food & Civil Supplies Department reserves the right to cancel the orders for the un-supplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the un-supplied quantity through any other agencies at the risk and cost of defaulting Supplier and such Supplier shall be liable and responsible to make good the financial loss sustained by the Food & Civil Supplies Department.
 - (iii) In the event of failure by the successful Tenderer (L1) the Food & Civil Supplies Department is at liberty and also reserves the right to purchase the ordered quantity from the next successful Tenderers (L2) to ensure uninterrupted Supplies. In such circumstances the differential cost, transport charges, Incidental charges and other excess expenditure, if any, will be recovered from the successful Tenderer (L1).

- (c) The Food & Civil Supplies Department reserves the right to charge penalty i.e. withhold payment for any unsatisfactory stocks supplied by the Supplier without prejudices to any other right and the decision of the Food & Civil Supplies Department shall not be called into question. The Supplier is liable to reimburse/compensate the Food & Civil Supplies Department for any loss, damage, injury, etc caused due to or arising out of the supply of low or inferior quality of stocks or any breach of the contract.
- (d) Notwithstanding anything contained in the terms and conditions of this tender, the Food & Civil Supplies Department is the ultimate authority in deciding recovery of penalty from the Supplier, taking into consideration, the stock position and future requirement of supply in the larger interest of the Food & Civil Supplies Department to maintain un-interrupted Public Distribution System Supply.

22. PAYMENT :

- (a) 70% payment of the new quantity of sugar supplied, at the rate accepted shall be made by the Department within 90 (ninety) days of the receipt of sugar and the remaining 30% of payment shall be released to the tenderer within 30 (thirty) days subject to receipt of fund/subsidy from the central government, and on the proof of submission of quantity Certification, Acknowledgement, Utilisation Certificate, proper receipt of consignment, duly verified, signed and stamped, showing stock receipt/ entry with gross weight/net weight number of HDPE/Jute bags, delivery challan duly signed by all recipients FPS and countersigned by local Administrative officers or Officers/officials of Food and Civil Supplies department not below the rank of SIFCS/any authorised officer and Vigilance Committee members. The approved supplier shall prepare subsidy bill(s) supported with following documents.
- (i) Delivery challan duly signed by all recipients FPS and countersigned by local Administrative officers or Officers/officials of Food and Civil Supplies department not below the rank of SIFCS/any authorised officer and Vigilance Committee members.
 - (ii) Fortnightly Return Report.
 - (iii) Monthly Return Report.
 - (iv) Sub-allocation order.
 - (v) Allotment order issued by Director, Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun to Deputy Commissioner.
 - (vi) Distance and Rate Notification.
 - (vii) Utilization Certificate.
- (b) The approved Supplier shall not seek any financial assistance whatsoever from the Department of Food and Civil Supplies Government of Arunachal Pradesh, Naharlagun or the Director of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun for lifting supply of sugar.
- (c) Payment will be made only for the net quantity of materials delivered by the supplier at all designated delivery locations.
- (d) Payment against the raised invoices would be made through Account Payee cheque/RTGS only.
- (e) The approved supplier shall be entitled to claim re-imburement @ Rs.18.50 per KG from the State Government or such rates as may be notified provided that Government of India provides fund to the state Government and the approved supplier claims re-imburement in prescribed format being devised by the Department of Food and Civil Supplies. However in case of delay in receipt in subsidy grants from the Central Government, no obligation or penal proceedings shall be proceeded by the successful tenderers and that the same is accepted by it.
- (f) The re-imburement claims of the approved supplier as at (e) above shall be supported by a certificate from the concerned Deputy Commissioner/District Food and Civil Supplies Officer indicating that the stock has been delivered at the designated destination and the proof of delivery is obtained and retained in the district office.
- (g) The difference of the amount fixed by the Government and the amount of re-imburement entitled shall be passed on to the consumers and approved supplier shall be entitled to realise from the retailer(FPS) at the time of realising cost value of the monthly allotted quantity. Such rate shall be separately notified by the department of Food and Civil Supplies immediately after finalisation of the NIT.

23. SUBLETTING :

The supply contract awarded should be executed by the successful Tenderer only and Subletting any of the functions under the contract is not permitted under any circumstances failing which the agreement shall be deemed to be having been cancelled.

24. INDEMNITY :

The supplier shall indemnify the Food & Civil Supplies Department and its officers/staffs against all claims which may arise in supply of inferior and low quality of Sugar not conforming to specifications prescribed.

25. AMICABLE SETTLEMENT :

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

26. DISPUTE RESOLUTION :

All disputes arising out of this agreement are subject to jurisdiction of competent court at Itanagar/Naharlagun/Yupia.

27. CONCILIATION :

In the event of any dispute between the department and approved suppliers, either party may call upon Commissioner/Secretary, Food and Civil Supplies, Government of Arunachal Pradesh for amicable settlement, and upon such reference, the said dispute shall be referred not later than 15(Fifteen) days from the date of reference to the Commissioner/Secretary, Food and Civil Supplies, Government of Arunachal Pradesh to discuss and endeavour to amicably resolve the dispute.

28. ARBITRATION :

- (a) Should the parties decide, any dispute which could not be resolved amicably by conciliation shall be finally decided by reference to arbitration by arbitral Tribunal. The venue of such arbitration shall be Itanagar/Naharlagun/Yupia and the language of arbitration proceedings shall be in English.
- (b) There shall be an Arbitral Tribunal of 3 (three) arbitrators, of whom each party shall select one, and the third arbitrator shall be appointed by the 2 (two) arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996.
- (c) The arbitrators shall make a reasoned award. Any award made in any arbitration shall be final and binding upon both the parties from the date it is made and the supplier and Director, Food and Civil Supplies agree and undertake to carry out such Award without delay.

29. FORCE MAJEURE :

For the purpose of this Agreement, Force "Majeure" means any cause, which is beyond the control of both the parties 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
- Earthquake, Flood, Fire, Tempest, Epidemics, Lighting or other natural physical Disaster, Quarantine restrictions and Freight embargo-restrictions imposed by the Government or other statutory bodies/local authorities, which is beyond the control of the supplier, which prevent or delay the execution of the order by the supplier. If a force majeure situation arises, the supplier is required to promptly notify to the Food and Civil Supplies, Department in writing of such condition and the cause thereof within a period of 7 (seven) days from the date of happening of such an event requiring invocation of this force Majeure article. Unless otherwise directed by Food and Civil Supplies department in writing, the supplier will continue to perform its obligations under this supply order as far as is reasonable and practical and shall seek all reasonable alternative means for performance of this order.

30. Any other terms and conditions which are not specified herein shall be governed by the relevant Acts, Control Orders and Guidelines/Instructions issued by the Government from time to time.

Jokey Angu, IAS
Secretary of Food & Civil Supplies,
Government of Arunachal Pradesh,
Itanagar.

CHECK LIST TO BE FILLED UP BY THE BIDDER AT THE TIME OF SUBMISSION OF TENDER PAPERS IN CONNECTION WITH TENDER FLOATED FOR SUPPLY OF S-30/31 ISS GRADE SUGAR IN 50 KG PACKING DURING THE PERIOD OF 12 (TWELVE) MONTHS.

Sl/No.	Particulars	Comment of Bidder	Comments of the Board.
1.	Whether envelopes for Technical Bid and Financial Bid sealed separately and both envelop marked as "Tender for supply of S-30/31 ISS grade Sugar" through PDS network in Arunachal Pradesh?		
2.	Whether all the pages of tender form sealed and signed by the bidder after going through acknowledged and accepted.		
3.	Whether Demand Draft of ₹ 5000 with details of DD No. & date, enclosed being the cost of tender documents if downloaded from the website?		
4.	Whether EMD of ₹ 25, 00,000 (Rupees twenty five Lakh) only is enclosed, with details of DD No. & date?		
5.	Whether Central sale tax/sales tax/Vat/ Central Excise clearance certificates are enclosed?		
6.	Whether nationality proof in shape of passport/EPIC card/Driving license/PAN Card enclosed?		
7.	Whether professional tax clearance/payment for last 3 (three) years enclosed?		
8.	Whether affidavit for not having black listed enclosed?		
9.	Affidavit attested by a Notary/Judicial Magistrate to the effect that the Tenderer has no past or present criminal record with the police Department.		
10.	Affidavit stating that the Tenderer or any of the partners or Representatives were never black-listed by the Food & Civil Supplies Department/any Government Organisation/undertaking at any time or involved in diversion of stock or involved in case under EC Act or convicted by Court of Law in a Criminal case enclosed?		
11.	Whether Copy of the partnership Deed alongwith Permanent and Present Address of the partners in case of a Firm enclosed?		
12.	Whether Copy of the Registration Certificate, if it is Firm/Limited company enclosed?		
13.	Whether Copy of Registration Certificate under CST/VAT/Central Excise Department/Import Bureau enclosed?		
14.	Whether Copy of the Trade License duly renewed issued by the Competent Authority enclosed?		
15.	Whether Copy of the Import license issued by the competent Authority enclosed?		
16.	Whether Copy of the valid registration TIN No. Enclosed?		
17.	Whether 3 (three) Samples of 1(one) Kg ISS Grade Sugar, each in sealed Pet Bottles produced?		
18.	Whether Product specification enclosed?		
19.	Whether Product Test report of samples enclosed?		
20.	Whether Copy of the certification of the product issued by the Competent Authority under the Food Safety and Standard Act, 2006 or any other relevant Act enforce from time to time enclosed?		

21.	Whether Registration certificate for Quality Certification by AGMARK/IS/ISO standard enclosed?		
22.	Whether Power of Attorney in original, in case of tender document signed by the authorized signatory enclosed?		
23.	Whether Attorney/Dealership/Distributor certificate enclosed?		
24.	Whether Compliances of all requirements/documents in part-I of Technical bid enclosed?		
25.	Whether experience certificate (original) in supply of sugar to Central Government/State Government and other PSU enclosed?		
26.	Whether Performance Certificate (in original) in supply of sugar to the Central Govt/State Govt and other PSU enclosed?		

Seal and Signature of Tenderer

BIO-DATA OF THE TENDERER

From :-

Please affix pass Port size photo Graph of Tenderer & sign across the Photograph
--

To,

The Director,
 Department of Food and Civil Supplies,
 Government of Arunachal Pradesh,
 Naharlagun.

Sir,

1. I/We have purchased the tender document for supply of "S-30/31 ISS Grade Sugar 1(one) Kg packed in 50 KG plastic packing" Published by the Food and Civil Supplies Department of Arunachal Pradesh on payment of Rs. 5000/- in the shape of Demand Draft in favour of Director, Food & Civil Supplies, Govt. of Arunachal Pradesh, Naharlagun.
2. I/We have carefully gone through the terms and conditions, clauses, delivery schedules Annexure(s) of the NIT and do hereby declare to abide by all the terms and conditions/clauses, as laid down in the NIT.
3. I/We hereby submit my/our rates offered inclusive of all taxes & charges for supply of "S-30/31 ISS Grade Sugar in 1(one) Kg packed in 50 KG plastic packing" up to the designated Fair Price Shops of Arunachal Pradesh on the basis of delivery & other clauses mentioned in NIT.

Detail information of my/our firm is as follows:-

SI.No.	Particulars	Remark(s)
1.	Name and Address of the Tenderer	
2.	Telephone No.(Office/Factory)	
3.	Constitution of Firm (Firm/Company/Society)	
4.	Name & Address of the Proprietor/Partners/ Directors/Members of the firms	
5.	If partnership firm, name & address of all the partners/(please enclose attested copy of the partnership deed)	
6.	Current Trade License(issued by the Competent Authority)	
7.	Name & Branch address of the Banker, Bank Account No.	

Seal and Signature of Tenderer

8.	Affidavit regarding not having blacklisted by Central Govt/State Govts/PSUs	
9.	Particulars of Earnest Money Deposit (EMD)	
10.	List of documents enclosed with Tender	1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

4. Rate offered by my/our firm would remain valid for supply of S-30/31 ISS Grade Sugar in 1(one) Kg packet in 50 KG plastic Packing” for a period of 12 (Twelve) months and extension period for maximum of 1 (one) year by the Government upon good/Satisfactory performance of the supplier/State Whole sale Nominee.
5. If the contract is awarded to my/our firm, I am/we are ready to deposit tender specification performance Guarantee as specified in the terms and Conditions of NIT.
6. I/We hereby declare that all the information & documents provided by me/us along with this tender offer are absolutely true to my/our knowledge and belief.

Date: -

Signature

Name: -

Name of Firm:-.....

Seal and Signature of Tenderer

**GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF FOOD & CIVIL SUPPLIES
DIRECTORATE OF FOOD AND CIVIL SUPPLIES
ARUNACHAL PRADESH
NAHARLAGUN,**

TENDER DOCUMENT

**TENDER FOR SUPPLY OF S-30/31 ISS GRADE SUGAR FOR DISTRIBUTION
THROUGH PDS NETWORK IN
ARUNACHAL PRADESH**

**GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF FOOD & CIVIL SUPPLIES
ARUNACHAL PRADESH, NAHARLAGUN**

**NOTICE INVITING TENDER FOR SUPPLY OF ISS GRADE S-30/31 SUGAR FOR
DISTRIBUTION THROUGH PDS NETWORK IN ARUNACHAL PRADESH.**

The undersigned for and on behalf of the Governor of Arunachal Pradesh invites tender in sealed cover from reputed sugar manufacturers/Importers / Sugar Traders/Whole sales/Sugar Mills/ Stockists for supplies of ISS Grade S-30/31 Sugar out of 2014-15 seasons productions for a quantity of 834MT per month (Normal) and 94 MT (for Annual Festival quota) to the Fair Price Shops of Arunachal Pradesh to be supplied for a period of 12 (twelve) months.

1.	Name and Address of the Tenderer	
2.	Registration No. Of the Firm	
3.	Cost of Tender Documents of Rs. 5000/- (Rupees Five Thousand) by Demand Draft in favour of Director of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun.	Amount Rs. No. & date of Demand Draft being cost of tender Documents.
4.	Date of floating tender./...../.....
5.	Last date and time of receipt of tender./...../..... till 3.00 PM
6.	Date and time of opening of technical bid./...../..... at 11.00 AM
7.	Date and time of opening of financial bid (Price bids)/...../..... at 11.00 AM
8.	Tender forms available at	www.arundfcs.nic.in or at Directorate of Food and Civil Supplies, Naharlagun (Arunachal Pradesh).
9.	Place of receiving/opening of tender.	Directorate of Food and Civil Supplies, Naharlagun (Arunachal Pradesh).

Note:-

1. If the specified date for opening of tender bids is declared as Government holidays, the tender bids would be opened on the next working day which is not holiday. However, specified time will remain same.

2. This tender document is not transferable and should be filled up and issued in original and a copy of the documents may be retained by the tenderer himself/herself. Only the original copy of the tender duly sealed and signed by the tenderer on each page shall have to be submitted.
3. The tender documents can be downloaded from official website <http://arundfcs.nic.in>. Cost of tender documents is Rs. 5000/- (Rupees Five thousand) only which should be submitted alongwith technical bid documents in the form of Demand Draft from any branch of State Bank of India (SBI) in favour of "Director of Food and Civil Supplies, Naharlagun (A.P.) payable at State Bank of India (SBI) Naharlagun. Technical bid without attaching Demand Draft in original would be summarily rejected.
4. This document contains total of pages marked as Page 01 to page

Secretary, Food & Civil Supplies to the
Government of Arunachal Pradesh::Itanagar.
(Issuing Authority Seal and Signature)

Preface

1. The undersigned for and on behalf of the Governor of Arunachal Pradesh invites tender in sealed cover from reputed sugar manufacturers/private/Co-operative Sugar Mills/Bulk Suppliers/Traders/Stockists for supplies of ISS Grade S-30/31 Sugar out of 2014-15 seasons productions for a quantity of 834MT per month (Normal) and 94 MT (for Annual Festival quota) to the Fair Price Shops /Godowns of all the district of Arunachal Pradesh to be supplied for a period of 12 (twelve) months.
2. Tenderer(s) is/are required to sign and put the seal in specified place in every page of the tender documents. Tender documents would be received and opened only at the office of the Directorate of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun-791110 upto the date and time as specified in the NIT/Tender documents.
3. Submission of tender documents/bids through fax or unsealed covers would not be entertained.
4. Tender shall be addressed to the Director of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun-791110 and will be received at the office of the Directorate of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun-791110. The tenderer(s) or his/their authorized representative may remain present during opening of the tenders
5. Including this preface, NIT, instructions, terms and conditions and annexure attached and government instructions issued would be treated as integral part of the tender for supply of S-30/31 ISS grade sugar and tenderer(s) is/are to abide by all the terms and conditions as laid down in the NIT.

Secretary, Food & Civil Supplies to the
Government of Arunachal Pradesh::Itanagar.
(Issuing Authority Seal and Signature)

DISCLAIMERS

1. Authority shall have the right to postpone or reject the submitted rate offers in case of non-receipt of desired rate offers. However, in case of urgency in the interest of PDS Supply and for the reasons to be recorded in writing the authority shall have the right for sequential negotiation with any or all the tenderer(s) found eligible in technical bid.
2. Documents as sought in the NIT must be attached in the offer. Tenderer(s) without submitting required documents/partial submission of required documents would be summarily rejected without assigning any reason thereof.
3. Tenderer(s) shall have to submit detailed information regarding the firm owned /represented by him/her along with photograph of the tenderer. Information mentioned in these documents shall have to match with the information mentioned in the NIT documents.

Interested tenderer(s) may carefully go through the NIT documents, its annexure(s) and offer their best possible rates which would be reasonable in terms of supply of S-30/31 ISS grade sugar for public Distribution System (PDS).

Secretary, Food & Civil Supplies to the
Government of Arunachal Pradesh,
Itanagar.

Annexure-I

**GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF FOOD & CIVIL SUPPLIES
CIVIL SECRETARIAT:ITANAGAR.**

NO.DFCS/PDA-70/2013-14 (PT-III)

Dated Itanagar 25th July 2017.

ANNEXURE FOR QUALITY SPECIFICATIONS OF S – 30/31 ISS GRADE SUGAR.

Sugar should be of white crystalline product extracted from sound unfermented and in-decayed Sugar cane by Sulphatation process, free from any foreign matter, taste or odour and have the Sweet taste characteristic of white sugar whether dry or in solution. It should be sparking white in colour, free flowing and free from dirt and free from foreign materials, other extraneous contamination for human consumption and specification as detailed below:-

SI. No.	SPECIFICATIONS	ISS GRADE SUGAR S- 30/31
1.	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS 9/1/2/3-8, prescribed in Sugar Analysis ICUMSA Methods Book.
2.	Polarisation	99.80% Min.
3.	Moisture	0.08% Max.
4.	Ash content	0.04% Max.
5.	Solubility	100% dry and free flowing.
6.	Granulation	Fine/Crystal.
7.	Colour	Sparking Crystal White
8.	Iron filing	Nil
9.	Sediments	None
10.	Smell	Free of any smell.
11.	Radiation	Normal without presence of CESIUM of IODINE. Certified phytosanitary of no radiation, no virus, no insect parts, Husks, no poisonous material and non genetic and it suitable and fit for Human consumption.
12.	Crop	2014-2015 Seasons crop.

NOTE:- Stock should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stand rejected and the decision of the Food & Civil Supplies Department is final and binding on the Supplier.

**GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF FOOD & CIVIL SUPPLIES
CIVIL SECRETARIAT :ITANAGAR**

NO.DFCS/PDA-70/2013-14 (PT-III)

Dated Itanagar, the 25th July/2017.**PART – 1 : TECHNICAL BID****BID NO.**

NAME AND ADDRESS OF THE
PARTY TO WHOM SOLD

SIGNATURE OF THE OFFICER
OF FOOD & CIVIL SUPPLIES
DEPARTMENT
NAHARLAGUN.

TECHNICAL BID FOR SUPPLY OF ISS, S030/31 GRADE SUGAR

Candidate should affix
Passport size
Photograph (Attested
by Gazetted Officer)

1.	Name of the Bidder / Firm	=	
2.	Permanent Address	=	
3.	Address of the Head office of Tenderer/Firm	=	
	House No.	=	
	Street No.	=	
	Village.	=	
	Mandal /Tehsil	=	
	District	=	
	State	=	
	Pin code	=	
	Phone Number	=	
	e-mail ID	=	
4.	Address of the Branch Office in Arunachal Pradesh.	=	
	House No.	=	
	Street No.	=	
	Locality	=	
	District	=	
	Pin code	=	
	Phone number	=	
5.	Whether proprietary or partnership Firm	=	
6.	Name and Address of the Proprietary/partner/managing Director	=	
7.	Primary Business activities	=	
8.	Products and services	=	
9.	Year of Establishment	=	
10.	CST Registration No	=	
11.	VAT Registration No	=	

12.	TIN No	=	
13.	PAN No.	=	
14.	Registration with Central Excise Department	=	
15.	Trading License issued by the Competent Authority	=	
16.	Import License issued by the competent Authority	=	
17.	Registration with import Bureau.	=	
18.	Annual turnover for the last three financial years for doing business to the tune of 50% of the total value of the contract in a single year alongwith Bank Statement of last 12 (twelve) months.	=	
19.	Total Asset/liabilities for the last three years	=	
20.	Gross sales for the last three years	=	
21.	Annual Audit report for last 3 (three) financial years of the firm duly verified by a registered Chartered Accountant with a Company's profile in details.	=	
22.	Latest financial stability/Soundness Certificate (FSC) issued by Nationalised Bank mentioning the approximate value up to which tenderer is capable of undertaking the contract. The tenderer should submit the FSC, Bank Statement and EMD from the same Bank.	=	
23.	Revenue from Sugar segment only for the last three years	=	
24.	Annual import of Sugar for the last three years	=	
25.	List of Buyers and volume of sales for the last three years	=	
26.	Details of Country and source of ISS Grade Sugar	=	
27.	ISS Grade of Sugar specification	=	
28.	Product Test Report	=	
29.	Certification issued by the Competent Authority that the product conformed to the Food Safety and Standards Act, 2006 and any other relevant Act.	=	
30.	Registration certificate for quality certification by AGMARK/ISO standard.	=	
31.	Proof of Experience and expertise in extending supply support for all type of Consumer goods like Food grains, Pulses, Sugar in bulk quantities to state Agencies and Government Offices.	=	
32.	Proof of Registration under Multi-State Co-Operative societies Act, 2002 or Arunachal Pradesh Cooperative Societies Act, 1978 (in case of Multipurpose Cooperative Societies).	=	

NOTE : Attested copies of documents to substantiate the information above are to be furnished.

SEAL AND SIGNATURE OF THE TENDERER

NAME :-

ADDRESS :-

TENDER FOR SUPPLY OF ISS GRADE S-30/31 SUGAR FOR DISTRIBUTION THROUGH PDS NETWORK IN ARUNACHAL PRADESH

TECHNICAL BID COMPLIANCES.

I /We have clearly understood all the terms and conditions of the Tender and Agreement etc. and agree to undertake the supply of **ISS GRADE** Sugar at the rate quoted by me/us up to the destinations specified by Food & Civil Supplies Department and as per the specifications prescribed by the Department.

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

I am / We are enclosing the following documents as per the terms and conditions of the Tender:-

1.	Demand Draft of ₹ 500 (Rupees five thousand) only being the cost of tender documents/forms.
2.	Demand Draft bearing No _____ Dated _____ for ₹ 25,00,000 (Rupees Twenty five lakh) only in favour of Director, Food & Civil Supplies, Govt. of Arunachal Pradesh, Naharlagun, drawn on SBI Naharlagun towards Earnest Money Deposit.
3.	Affidavit attested by a Notary/ Judicial Magistrate to the effect that the Tenderer has no past or present criminal record with the police Department.
4.	Affidavit stating that the Tenderer or any of the partners or Representatives were never black-listed by the Food & Civil Supplies Department/any Govt. Organisation/undertaking at any time or involved in diversion of stock or involved in case under EC Act or convicted by Court of Law in a Criminal case.
5.	Copy of the partnership Deed alongwith Permanent and Present Addressed of the partners in case of a partnership Firm.
6.	Copy of the Registration Certificate, if it is Firm/Limited company
7.	Copy of Registration Certificate under CST/VAT/Central Excise Department/Import Bureau
8.	Copy of the latest professional Tax clearance/payment, not earlier than 31/03/2015
9.	Copy of the Latest sales Tax Clearance Certificate, not earlier than 31/03/2015
10.	Copy of the Trade License issued by the Competent Authority
11.	Copy of the Import license issued by the competent Authority
12.	Copy of the valid registration TIN No.
13.	3 (three) Samples of 1(one) Kg ISS Grade Sugar, each in sealed Pet Bottles.
14.	Product specification
15.	Product Test report of samples
16.	Copy of the certification of the product issued by the Competent Authority under the Food Safety and Standard Act, 2006 or any other relevant Act enforce from time to time.
17.	Registration certificate for Quality Certification by AGMARK/ISI.
18.	Power of Attorney in original, in case of tender document signed by the authorized signatory.
19.	Attorney Dealership/Distributor certificate.
20.	Nationality proof; Passport/EPIC card/Driving License/PAN Card.
21.	Compliances of all requirements/documents in part-I of Technical bid.

I/We hereby affirm that the Food & Civil Supplies department is at liberty to initiate appropriate action against me/us as per the terms and conditions of Tender Documents, if the above said statement proves to be wrong at any point of time including cancellation of agreement if any.

SIGNATURE :-

NAME :-

ADDRESS :-

Seal and Signature of Tenderer

TENDER FOR SUPPLY OF ISS GRADE S-30/31 SUGAR FOR DISTRIBUTION THROUGH PDS NETWORK IN ARUNACHAL PRADESH

PART – II : - FINANCIAL BID

Price Bid should be quoted per MT inclusive of cost of individual packing in 1 Kg Polypropylene bag/ gunnies in 50 Kg plastic packing, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, Vat, supplier/State Wholesale Nominee handling/profit margin, cost of Transportation to the respective Fair Price Shops/Godowns Points of all the Districts of Arunachal Pradesh including any other unforeseen expenses.

The bidder shall quote only one rate per MT irrespective of locations for delivery of ISS Grade S – 30/31 Sugar to Food & Civil Supplies Department.

Food & Civil Supplies Department does not guarantee any fixed volume of quantity. However, supply orders will be issued as monthly/periodical/ consignment and the same shall be final and not called into question.

Name of the Manufacturer/Supplier	Tentative quantity to be supplied during the period of 12 (twelve) months (in MTS)	Rate in figure & words per MT, net weight basis			
		In Figures		In words	
		Rs.	Ps.	Rs.	Ps.
	834 MT (Normal quota) 94 MT (Annual Festival quota) 928 MT				

NOTE:-

1. The rate should be quoted only in Indian Rupee.
2. In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.
3. Rate should be inclusive of 1 Kg Polypropylene bag/ gunnies in 50 Kg plastic packing, incidentals and all taxes (Basic Excise Duty, Cess, Education Cess, VAT, Supplier/State wholesale Nominee Handling Profit Margin, if any, and cost of Transportation /labour charges of all respective Fair Price Shops Points of all Districts etc, and it should not be in fraction of paise.
4. The rate offered by me/our firm would remain valid for supply of S-30/31 ISS Grade Sugar in 1KG packing for a period of 12 (twelve) months and extension period for maximum of 1(one) year by the Government upon satisfactory performance of the contract of the supplier/State Wholesale Nominee.

Signature :-

Name :-

Seal and Signature of Tenderer

**GOVERNMENT OF ARUNACHAL PRADESH
DIRECTORATE OF FOOD & CIVIL SUPPLIES
NAHARLAGUN.**

FINANCIAL UNDERTAKING.

I/we have clearly understood all the terms and conditions of the Tender and Agreement etc, issued vide NO..... dated by Director of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun and agree to undertake the supply of ISS Grade Sugar S – 30/31, out of the current productions at the rate quoted by me/us at the destinations specified by Food & Civil Supplies Department.

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

I/We shall furnish the prescribed security amount of Rs 10 % on the total wholesale value of the cost of the quantity tendered for supply within 10(ten) days of the acceptance of my/our tender and enter into agreement. I/We are well aware of the forfeiture Clause in the terms and conditions of the Tender and my/our Earnest Money Deposit (EMD) is liable to forfeit if I /We fail to furnish the prescribed security deposit and also enter into agreement within 10(ten) day of acceptance of my / our Tender and I/We will strictly abide by the terms and conditions etc. as per the Deed of agreement. In the event of non-fulfilment of contract by me /us, my / our security Deposit or any amount available with the Food & Civil Supplies Department are liable to be forfeited and the award of supply contract stands cancelled besides black-listing of I/my/our firm.

SIGNATURE OF THE TENDERER

NAME :-

ADDRESS :-

Seal and Signature of Tenderer

AFFIDAVIT

(on ₹ 100 Non-Judicial Stamp paper)

(In respect of Bio-Data of the tenderer of the tender document)

Before the Court of

Judicial Magistrate..... class

I, _____ S/o/W/o _____, aged about years, working as proprietor/Partner/Director/Member of M/S _____ do hereby solemnly affirm and declare on oath as under;

1. 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 supply of "S-30/31 ISS Grade Sugar" in 1(one) Kg packed in 50 KG plastic Packing" to the State Government of Arunachal Pradesh.
3. That I hereby confirm and declare that none of my/our group/Sister concern/ associate of the company is participating/submitting this tender separately.
4. That I hereby confirm and declare that none of my/our firm/ company M/S _____ my/our firm/ group/Company/Sister concern/ associate company have been black listed or banned/debarred by any Central Government/State Government/Institutional agencies/Public Sector undertaking etc. since it's registration/incorporation.
5. That there is no change of name & style, constitution and the state of the Firm/Company/ Society has not 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 otherwise or incorrect or false at any stage, my/our firm/company/group/Sister concern/associate companies shall stand debarred from participating in any future tenders of the state Government of Arunachal Pradesh for the period as deems fit by the competent Authority.

(Signature of the Deponent with seal)

Sworn before me

(Seal and Signature of Judicial Magistrate)

AGREEMENT

1. The selected tenderer shall have to execute a Deed of Agreement within a period of 7(seven) days on receipt of the communication of acceptance of offer from the Department for satisfactory performance of the jobs for which the selected tenderer shall be bound to supply 2 (two) copies of agreement duly signed by them for execution of the same by the authority on behalf of the Director of Food and Civil Supplies. First page of both the copies of the agreement should be typed on non-judicial Stamp worth of ₹ 100 (Rupees one hundred) only followed by printed in semi-paper.
2. 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) of the selected tenderer deposited shall be liable to be forfeited and the contract shall be terminated forthwith. The Food and Civil Supplies Department, Government of Arunachal Pradesh shall have the power to blacklist the selected tenderer for breach or default in all or any one of the terms and conditions mentioned in the NIT. The Department of Food and Civil Supplies, Government of Arunachal Pradesh shall also be at liberty to engage and award these job(s) to any other Agency/person or make any other alternative and suitable arrangement for supply of sugar at the risk and cost of the defaulter tenderer for greater interest of people under PDS network in the state.
3. No conditional tender will be accepted.
4. 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 tenderer would be part of the Agreement and binding for both the parties.
5. Awarding of work against the tender is not obligatory for the Food and Civil Supplies Department, Government of Arunachal Pradesh, Naharlagun.

Secretary,
Government of Arunachal Pradesh,
Department of Food and Civil Supplies, Itanagar.

(Issuing Authority with seal and Signature)

IN THE COURT OF JUDICIAL MAGISTRATE FIRST CLASS YUPIA, PAPUM PARE DISTRICT
ARUNACHAL PRADESH

DEED OF AGREEMENT

In pursuant to the Govt. appointment order issued vide No..... dated...../...../....., this Deed of Agreement is made on this day of 2015 between the Director of Food & Civil Supplies, Govt. of Arunachal Pradesh, Naharlagun on behalf of the Governor of Arunachal Pradesh and his successor assignees etc. (herein after referred to as the FIRST PARTY) and M/s, PO/PS-....., District-..... State.....Proprietor/Secretary/Chairman/Managing .Director, Shri/Smti....., (herein after referred to as SECOND PARTY).

Now, it is hereby agreed by and between the parties as follows.

1. The FIRST PARTY hereby nominates the SECOND PARTY as the State Wholesale Nominee-cum- Carriage Contractor/Supplier for State of Arunachal Pradesh for carriage/ transportation/ distribution and Wholesale selling of sugar of Rs. per Kg with effect from’2015 for a period of 12 (Twelve) months, which the SECOND PARTY agrees.
2. (A) The FIRST PARTY will make district wise monthly allocation of sugar based on district wise reported feeding strength to the SECOND PARTY. Subsequently, Deputy Commissioner of concerned district shall issue drawal authority and make monthly sub- allocation to various Fair Price Shop (FPS) based on allocation/ drawal authority issued from the Govt. The SECOND PARTY shall be responsible for collection of sugar from Sugar mills/Manufacturer/Distributors/Stockists, harbouring on his own capital sources, act as wholesale nominee and deliver at retail Fair Price Shop (FPS) locations as carriage contractor. The SECOND PARTY shall complete drawal of sugar from Sugar mills/Manufacturer/Distributors/Stockists and deliver within 15th day of the following month for which the sub-allocation is made by Deputy Commissioners of concerned districts.

- (B) The SECOND PARTY shall deliver only S-30/31 ISS grade Sugar to all Fair Price Shop (FPS) locations as per sub- allotment made by concerned DC at its own cost. On completion of the task of dispatch of sugar to all designated Fair Price Shop (FPS) locations, the SECOND PARTY shall submit all supporting documents like Consignment issue Certificate/Release Order issued from Sugar mills/Manufacturer/Distributors/Stockists etc./Consignment crossing certificate with vehicle numbers issued from APP Check gate etc. to the Deputy Commissioner of concerned district who in turn shall verify receipt of the consignment and delivery challan of sugar delivered in every Fair Price Shop (FPS) locations in their respective districts.
- (C) The SECOND PARTY agrees that they will not claim any kind of transportation charges from the State Government as such costs are already included in the tendered rate offered by the Tenderer.
3. Payment against the raised invoices would be made through Account Payee cheque/RTGS only.
 4. The SECOND PARTY shall be entitled to claim re-imbursement @ Rs.18.50 per KG from the State Government provided that Government of India provide fund to the state Government and the approved supplier claims re-imbursement in prescribed format being devised by the department of Food and Civil Supplies.
 5. The re-imbursement claims of the SECOND PARTY shall be supported by a certificate from the concerned Deputy Commissioner/District Food and Civil Supplies Officer indicating that the stock has been delivered at the designated destination and the proof of delivery is obtained and retained in the district office.
 6. The difference of the amount fixed by the State Government and the amount of re-imbursement entitled shall be passed on to the consumers and approved supplier shall be entitled to realise it from the retailer (FPS) at the time of realising cost value of the monthly allotted quantity. Such rate shall be separately notified by the department of Food and Civil Supplies immediately after finalisation of the NIT.
 7. The FIRST PARTY reserves the right to increase or decrease the quantity of sugar to be delivered in every Fair price Shops in the districts to such extent as may be decided in public interest. No claims for compensation shall be entertained in this respect. The SECOND PARTY shall deliver the sugar as required at the contracted rate whether the quantities to be delivered is within or in excess of the stipulated quantity per month.
 8. If necessity arises, the sugar supplied by the SECOND PARTY shall be examined by the Officer/Board of Officers authorized for this purpose by the FIRST PARTY for quality and quantity who may carry out such tests as per necessity. In the event of any disagreement between the said Officer/Board of Officers and the SECOND PARTY, the SECOND PARTY may prefer an appeal to the FIRST PARTY within three days of the rejection of the sugar, whose decision on appeal shall be final and binding on the SECOND PARTY.
 9. The second party have deposited a sum of ₹ 1,00,000 [Rupees one Lakh] Only for Nomineeship and ₹ 50,000 [Rupees fifty thousand] only being license fees [Non-refundable] before signing of the Deed of Agreement [DOA] deposited through treasury challan under the Head of Account 1456 Civil Supplies in favour of the Director, Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun.
 10. The SECOND PARTY have pledged/submitted TD/FD/DCR amounting to Rs. (rupees) only as 10% of the total wholesale value of the quantity ordered per year as security deposit in favour of the Director, Food & Civil Supplies, Naharlagun in the form of Term Deposit/Fixed Deposit/deposit at call Receipts at any nationalized bank within Arunachal Pradesh, which shall remain with the FIRST PARTY during the currency of agreement till the expiry of the contract period or cancellation of the contract.
 11. In case of the default of the SECOND PARTY in delivery of sugar, the FIRST PARTY shall have the right to make alternative arrangement for supply of sugar at the risk and expense of the SECOND PARTY and shall have the right to deduct the expenses and recover the cost referred in clause/para 19 & 20 of the terms and conditions of the Notice Inviting Tender notification without prejudice to such other remedies as may be available.
 12. In the event of any breach of any term of this Agreement by SECOND PARTY without prejudice to any other right, the FIRST PARTY shall **forfeit** the Security Deposit as well as the Earnest Money either in whole or in part at his discretion and to appropriate the amount in whole or in part and to liquidate any claim of the FIRST PARTY and the SECOND PARTY agrees to make good the deficiency so as to restore the security to its original value within 30 (thirty) days from the date he/she is called upon to do so.
 13. In the event of the SECOND PARTY failing to perform his part of agreement fully or in part to the satisfaction of the FIRST PARTY, the FIRST PARTY shall have the right to rescind the Agreement and forfeit the aforesaid security deposit as well as Earnest Money either wholly or in part at the discretion of FIRST PARTY on account of the inability or negligence of SECOND PARTY to perform his part of Agreement.

In case of irregular drawal of sugar and its delivery to Fair Price Shop (FPS) locations/destinations, Mal- Practice or Un-satisfactory performance, failure to maintain the standard of hygienic condition, the FIRST PARTY reserves the right to terminate the contract and to forfeit the amount given by the SECOND PARTY as security deposit and Earnest Money after giving such opportunity of hearing as may be necessary.

14. The SECOND PARTY shall maintain district/ Fair Price Shop (FPS) wise account of sugar drawn by him and submit account whenever called upon to do so by the FIRST PARTY. The SECOND PARTY is legally bound to submit all reports or non-statutory returns as may be prescribed by the FIRST PARTY/Deputy Commissioner/District Food and Civil Supplies Officer from time to time.
15. The SECOND PARTY shall be responsible for safe custody and hygienic storage of the sugar by them. The SECOND PARTY shall be liable to make good any loss or deterioration of sugar drawn and for any loss, the firm is liable to make good any such loss which shall be assessed at the prevailing market rate by forfeiture of the security deposit. In case the security deposit does not cover the loss, the same shall be realized from any other contract bill of the tenderer pending in the department or by any other lawful means as permissible by law.
16. The sugar, in the premise, shall be maintained in hygienic condition by the SECOND PARTY, which shall be open for inspection by the Director, Food and Civil Supplies /Deputy Commissioners/District food and Civil Supplies Officers/Sub-Divisional Food and Civil Supplies Officers or his/her subordinate officers/officials at all times.
17. The SECOND PARTY will be entirely responsible to make delivery of sugar from the Sugar mills/Manufacturer/Distributors/Stockists or any other depot to the Fair Price Shop(s) (FPS) locations or as may be directed by the FIRST PARTY or his subordinate Officers dully authorized in this regard.
18. The SECOND PARTY shall supply the Sugar which shall be of white crystalline product extracted from sound unfermented and in-decayed Sugar cane by Sulphatation process, free from any foreign matter, taste or odour having the Sweet taste characteristic of white sugar whether dry or in solution. It should be sparking white in colour, free flowing and free from dirt and free from foreign materials and other extraneous contamination for human consumption and specification as detailed below:-

SI. No.	SPECIFICATIONS	ISS GRADE SUGAR S- 30/31
1.	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS 9/1/2/3-8, prescribed in Sugar Analysis ICUMSA Methods Book.
2.	Polarisation	99.80% Min.
3.	Moisture	0.08% Max.
4.	Ash content	0.04% Max.
5.	Solubility	100% dry and free flowing.
6.	Granulation	Fine/Crystal.
7.	Colour	Sparking Crystal White
8.	Iron filing	Nil
9.	Sediments	None
10.	Smell	Free of any smell.
11.	Radiation	Normal without presence of CESIUM of IODINE. Certified phytosanitary of no radiation, no virus, no insect parts, Husks, no poisonous material and non genetic and it suitable and fit for Human consumption.
12.	Crop	2014-2015 Seasons crop.

NOTE:- Stock should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stands rejected and the decision of the Food & Civil Supplies and Department shall be final and binding on the Supplier.

19. The Public Distribution System (PDS) State wholesale nominee(s)/ Fair Price Shop (FPS) dealer(s) on behalf of FIRST PARTY shall receive the consignment of net weight on the spot and take into their account. After delivery of the consignment, the SECOND PARTY shall report to the Deputy Commissioners/District Food and Civil Supplies Officers in the district head quarter level and Additional Deputy Commissioner/Sub-Divisional Officer/Extra Assistant Commissioner/Circle Officer/Sub-divisional Food and Civil Supplies Officer in the sub-division/Circle level with proper acknowledgement/Consignment note/copy in support of delivery challan and receipt of stock at FPS locations for further verification of quality and quantity etc.

20. The SECOND PARTY shall ensure gate entry of vehicle number with details of consignment in APP check gate, while entering Arunachal Pradesh or as the case may be.
21. The extension of time limit of the transit period shall be considered by the respective Deputy Commissioner(s) in the event of unprecedented natural calamities or unavoidable circumstances, which are beyond the control of human efforts. In case of any complications arising out of extension of time limits, the decision of FIRST PARTY shall be final and binding.
22. The SECOND PARTY will establish its Base godowns in sector-wise en-route foothill location, offices/godowns at district HQs where Fair Price Shop (FPS) owner/dealer of respective districts can easily deposit cost value of monthly allotted quantities. The SECOND PARTY will also establish its godowns/offices in all the main Distribution Centres which will be open to inspection by GOI officials and State Govt. officials.
23. The SECOND PARTY shall make the delivery of sugar at the destination during the working hours of the recipient(s) while unloading the stocks.
24. The FIRST PARTY shall release the security money only after the contract of supply of sugar has completed or on submission of "**Utilisation Certificate**" and "**Clearance Certificate**" from the concerned district authorities/Monitoring and Vigilance Committees as the case may be.
25. The SECOND PARTY shall prepare subsidy bill(s) as per bill format Annexure-II and submit the bill to the concerned Deputy Commissioner/District Food and Civil Supplies Officer for countersignature in the bill with following documents.
 - (i) Delivery challan dully signed by all recipients FPS and countersigned by local Administrative officers or Officers/officials of Food and Civil Supplies department not below the rank of SIFCS/any authorised officer and Vigilance Committee members.
 - (ii) Fortnightly Return Report.
 - (iii) Monthly Return Report.
 - (iv) Sub-allocation order.
 - (v) Allotment order issued by Director of Food and Civil Supplies, Government of Arunachal Pradesh, Naharlagun to Deputy Commissioner.
 - (vi) Distance and Rate Notification.
 - (vii) Utilization Certificate.
26. The SECOND PARTY shall establish godown at all district Headquarter for store of sugar within 15(Fifteen) days from the date of execution of Deed of Agreement. The establishment of godown and office location should be intimated to the FIRST PARTY and Deputy Commissioner/District Food and Civil Supplies Officer of concern District alongwith contact No.
27. Transit/Handling Loss @ 0.25% will be admissible, subject to Govt. approval and Sanction for write-off of such loss. No godown loss will be admissible.
28. All the disputes, legal in character and dispensation arising out of this the Deed of Agreement shall be subject to the Jurisdiction of the High Court at Naharlagun and courts at Papum Pare district, Yupia.
29. Any dispute or differences between the parties, arising out of this Deed of Agreement (DOA) shall be conducted as per terms and conditions at para 25, 26, 27 and 28 of the tender documents.
30. The terms and conditions of this Agreement shall be governed as per the tender notification No. DCS/PDA-70/2013-14(Pt-II) dated/...../..... and also as per the terms and conditions stipulated in the appointment order issued vide order No. DCS/PDA-70/2013-14(Pt-II) dated/...../.....
31. The FIRST PARTY reserves the right to terminate this Deed of Agreement without assigning any reasons.
32. Any other terms and conditions which are not specified herein shall be govern by the relevant Acts, Control Orders and Guidelines/Instructions issued by the Govt. from time to time.

In witnesses whereof, the Director of Food & Civil Supplies, Govt. of Arunachal Pradesh, Naharlagun (FIRST PARTY) and M/S(SECOND PARTY) represented by its Proprietor/Secretary/Chairman/Managing Director/Authorised representative, Shri/Smti have set their hands and signed this in presence of the following witness on the day and year written above.

SECOND PARTY

FIRST PARTY

Shri/Smti.....
 Shri/Smti.....
 M/S
 PO/PS -
 District :-

(.....)
 Director of Food & Civil Supplies
 Government of Arunachal Pradesh
 Naharlagun.

Signed in the presence by the following witness:-

Signature

1. Name
 Address.....

2. Name
 Address.....

3. Name
 Address.....

Executed before me
 Judicial Magistrate First Class

**DRAFT
ANNEXURE- II****PROFORMA FOR CLAIM OF SUBSIDY ON SUGAR**

Bill No. _____

Dated _____

The bill for claim of Subsidy on Sugar for the month of _____ in respect
of _____ District.

Sl. No.	Name of FPS	Qty allotted as per Sub- allocation	Quantity delivered to FPS
1	2	3	4
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Delivery challan No. & date	Rate for claimed of Subsidy	Amount claimed (Colm.4x6)	Remark
5	6	7	8

(Rupees _____) only

Sign. of Contractor
Name of firm

Name & Sign. of DFCSO
With seal

Name & Sign. of DC
With seal

1. Certified that _____ quintals of sugar has been delivered to Fair Price Shops mentioned in Column No. 3 at pre-page.
2. Certified that this subsidy bill is prepared on the strength of receipted challan(s) at Col.No.4 dully signed by all recipient FPS and countersigned by local Administrative officers or Officers / officials of Food & Civil Supplies department not below the rank of SIFCS / any authorised officer alongwith a minimum of 2(Two) Vigilance members .
3. Certified that challan mentioned in the bill at Col.No.5 at pre-page has been retained in the office of the District Food & Civil Supplies Officer, _____.
4. Certified that the subsidy claimed has been made as per entitlement issued by Govt. of India /Govt, of Arunachal Pradesh vide Order No. _____ dated_ _____.
4. Certified that stocks were actually transported and reached to the designated destination/FPS location by M/S _____, State Wholesale Nominee-Cum-Carriage Contractor of Sugar.
5. Certified that Utilization Certificate issued as per strength of drawal & distribution of Sugar to various FPS.

Enclosure:-

1. Sub-allocation order.
2. Allotment order issued by the Director of Food & Civil Supplies, Government of Arunachal Pradesh, Naharlagun.
3. Distance and rate Notification.
4. Utilization Certificate.
5. A copy of the appointment order/ extension order in the forwarding letter.
6. A copy of payment advice in the forwarding letter.

Name & Signature of DFCSO with seal**Name & Signature of DC with seal****Seal and Signature of Secretary (Food & Civil Supplies)**
