

NO. DSCA. 18 / 2013 / 46. ::: Dated Shillong, the, 06th November, 2013.

DETAIL NIT

Sealed Tenders are invited from bonafide Sugar Manufactures / Importers / Sugar Traders / Wholesalers / Co - Operative Sugar Mills for supply of ISS Grade Sugar, for a quantity of 1,704 MTs per Month at a contracted rate as per ISS specifications prescribed and delivery at the Head Quarter of 11 [eleven] Districts.

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 the prescribed. Tenders, which deviate from these terms and conditions, are liable to be rejected.
- c] Before the last date for the receipt of Tender, Food Civil Supplies and Consumer Affairs may amend any of the tender conditions, as may be desired and if such an amendment is absolutely necessary and the same shall be communicated to the Tenderer and the will be made available on Website http://meafcsca.gov.in free of cost or from the Office of Directorate Food Civil Supplies and Consumer Affairs, Horse Shoe Building, Lower Lachumiere, Meghalaya, Shillong 793 001.
- d] Tenderers should be capable to supplying the ordered quantity of **Sugar within 30** [**thirty**] days from the date of acceptance of offer.
- e] Bonafide Sugar Manufacturers / Importers / Sugar Traders / Wholesalers who are black listed by the Government / State Agency, are not eligible to file the tenders. If the firms blacklisted file a Tender in a benami name, the tender stands rejected apart from forfeiture of EMD furnished.
- f] Tender Form is not transferable. Tenderers should sign on all Pages of the Tender Form.

2. EARNEST MONEY DEPOSIT

- a] Every tender should be accompanied by an Account Payee Demand Draft / Fixed Deposit for ₹. 14

 Lakhs [Rupees Fourteen Lakhs] only drawn on any Nationalized / Scheduled Bank in favour of "

 DIRECTOR, FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS DEPARTMENT, MEGHALAYA" " payable at State

 Bank of India, [Main Branch] Shillong, towards E.M. Tender without E.M stands summarily rejected.

 Tenders enclosing Cheques also stands summarily rejected. In case of unsuccessful Tenderer, the

 EMD will be returned after the successful Tenderer executes the agreement.
- b] **EMD** of the successful Tenderer stands adjusted towards Security Deposit and they should deposit the balance **Security Deposit** in the form of Demand Draft / F.D.R / Bank Guarantee in favour of **Director, Food Civil Supplies and Consumer Affairs Department, Meghalaya**, payable at **State Bank of India**, [**Main Branch**] Shillong, from any **Nationalized Bank**.
- c] **EMD** is liable to be forfeited in case the Tender withdraws his offer after acceptance of the offer by the **Food Civil Supplies and Consumer Affairs 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 **600 MTs** on consignment basis at a contracted rate. **Food Civil Supplies and Consumer Affairs Department** will be placing orders for supply to the appointed **Tenderer** / **Tenderers**.

4. RATE OFFERED

- a] The rate should be per MT. Inclusive of cost of packing in 1 [one] Kg in polyprophyline bag, Customs Duty, Excise Duty, VAT / Service Tax Cess, if any, and transportation to the Godown points in the Districts and shall not be quoted in fraction of Paise.
- b] Loading / unloading charges will be borne by the Supplier.
- c] The rate quoted shall be in **Indian Rupees** and would be in force for the entire contract period. **Food Civil Supplies and Consumer Affairs Department** is not 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.
- d] Basing on the rates received, **Food Civil Supplies and Consumer Affairs 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 Tender and Financial Tender. 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	 11 / 11 / 2013
Schedule download closing from Website	 10/12/2013
Bid submission closing date	 10/12/2013 by 3:00 P.M
Technical specifications Bid Opening Date	 11/12/2013 by 11:00 A.M
[Technical Bid stage]	
Price Bid Opening Date	 11/12/2013 by 11:00 A.M
[Financial Bid Stage]	

6. OPENING OF TENDERS

- a] Technical Bids filed will be opened at 11:00 A.M on 11/11/2013 and Financial Bid will be opened at 11:00 A.M on 11/12/2013.
- b] The Financial Tenders of the qualified Technical Tenders only will be considered. Only the successful Tenderers in Technical Tenders are eligible to participate in further proceedings.
- c] 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.
- d] Depending on the lowest rate received negotiations will be conducted with all the Tenderers.
- e] The rate accepted is for the supply of contracted quantity in all respects for the Quantity Tendered. Any request for revision of the rate accepted due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stands rejected.
- f] After deciding the Lowest rate by the Tender Committee, the Food Civil Supplies and Consumer Affairs

 Department reserves the right to place purchase order on one or more Tenderer (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 Sugar within the time stipulated by the Food Civil Supplies and Consumer Affairs

 Department.
- g] If the date fixed for opening of Tenders happens to be govt. Holiday, the tenders filed online will be opened on the next working day at the same time specified above.

7. NEGOTIATIONS

- a] **Food Civil Supplies and Consumer Affairs Department** reserves the right to conduct negotiations with any Tenderer or Tenderers, if necessary, before finalizing the tender. **No Tenderer shall have right to insists on negotiations by the Food Civil Supplies and Consumer Affairs Department at any time**.
- b] **Food Civil Supplies and Consumer Affairs Department** shall inform the Tenderers about the date and time of the negotiations through **e-mail** and also **FAX** as per the decision.
- c] During negotiations the Tenderers should attend either personally or through their authorised representative. The authorized persons should produce authorization letter duly attesting the Signature of the authorized representative by the Tenderer to participate in the said process of Tenders.
- d] **Food Civil Supplies and Consumer Affairs 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 and Consumer Affairs Department** is final and binding on the Tenderers.
- e] Food Civil Supplies and Consumer Affairs Department reserves the right to reject any or all the Tenders without assigning any reasons whatsoever and the decision of the Food Civil Supplies and Consumer Affairs Department in this regard is final and binding on the Tenderer and cannot be called into question.

8. SECURITY DEPOSIT

- a] Successful Tenderer should submit **Security Deposit** at **10** % of the total value of the quantity ordered for supply within **7** [seven] days from the date of acceptance of Tender in the form of **Demand Draft** / **Fixed Deposit** / **Bank Guarantee** in favour of **Director**, **Food Civil Supplies and Consumer Affairs Department** payable at **State Bank of India** [**Main Branch**], Shillong.
- b] If the successful Tenderer fails to furnish the **Security Deposit** within the time specified, the **EMD** stands forfeited besides recovery of consequential losses, if any, sustained by the Department **apart** from cancellation of award of supply contract.
- c] The **Security Deposit** shall be refunded to the Supplier upon successful completion of the agreement and on production of " **No Demand Certificate** " from the **Food Civil Supplies and Consumer Affairs Department**.

9. AGREEMENT

Successful Tenderer should execute agreement immediately as per prescribed format within 7 [seven] days on a non Judicial Stamp Paper of ₹. 100 /- [Rupees One Hundred] only denomination. In the event of failure to execute the agreement, the Security Deposit or EMD as the case may be, stand forfeited apart from cancellation of supply contract and Food Civil Supplies and Consumer Affairs Department is entitled to collect liquidated damages if any from the Tenderer for his failure to comply with the terms and conditions of the Tender.

10. SPECIFICATIONS

- a] Only good quality of **ISS Grade Sugar** strictly confirming to specifications a detailed at **Annexure III**, will be accepted. The stock should be free from artificial colour, confirming to fresh current season crop, i.e, out of **2013 2014**, season's production, free flowing and sparkling white. Stocks not conforming to the specifications will not be accepted.
- b] Stocks not conforming to the specifications stands summarily rejected and it is the responsibility of the supplier to take back the rejected stocks within no time.
- c] Tender should furnish 3 [three] samples of a Kg, [1 Kg.] each packaged in polypropylene bags conforming to the specifications prescribed herein, failing which such tender will be rejected. The sample will be analyzed through reputed analytical laboratory for conformity of the fixed specifications prescribed before acceptance of offer.
- d] The sample of the successful Tenderer will be sent for analysis prior to issue of supply order.

11. PACKING OF SUGAR

- a] Stocks should be delivered in new Polypropylene bags of 1 [one] Kg capacity with inner polyethylene lining with machine stitched. Logo of State Govt. on Bag and for PDS only.
- b] Net weight of stock packed should be 1 [one] Kg of standardized bag.
- c] Supplier should hand over 1 [one] Kg of Sugar sample at destination point conforming to the specifications prescribed herein.

12. DURATION AND PLACE OF DELIVERY

Ordered quantity of Sugar as per specifications prescribed should be delivered within 15 [fifteen] days to all the 11 [eleven] Districts of the State from the date of final supply order issued by the Food Civil Supplies and Consumer Affairs Department. The supply will be at the following destination, [i] East Khasi Hills, Shillong, [ii] West Khasi Hills, Nongstoin, [iii] South West Khasi Hills, Mawkyrwat, [iv] Ri - Bhoi District, Nongpoh, [v] West Jaintia Hills, Jowai, [vi] East Jaintia Hills, Khliehriat, [vii] West Garo Hills, Tura, [viii] South West Garo Hills, Ampati, [ix] East Garo Hills, Williamnagar, [x] North Garo Hills, Resubelpara and [xi] South Garo Hills, Baghmara.

13. FURNISHING INFORMATION

- a] Supplier shall furnish details of Sugar delivery plan to the **Deputy Commissioners**, [**Supply**] concerned.
- b] Supplier shall furnish a Report to the **Deputy Commissioners** and the **Head Office** on supply of stock

 Truck wise and destination wise quantity delivered through **e-mail** and **FAX**.
- c] Supplier should not only maintain complete account of supplies made but also furnish all other additional informations as and when requested by the **Food Civil Supplies and Consumer Affairs Department**.

14. ACCEPTANCE OF STOCKS

- a] At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality check by the quality control team at the supply point. 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**, such stocks are 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 his own risk and costs.
- c] **Food Civil Supplies and Consumer Affairs Department** will not take any responsibility or otherwise once the stocks are rejected.
- d] Supply shall be subjected to quality analysis and the **Food Civil Supplies and Consumer Affairs Department** at its discretion shall send samples of any consignment to the accredited or any other laboratory for analysis.

15. PENALTY ON DEFAULTY / 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] But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the Supplier, extension of time will be granted at the discretion of the Food Civil Supplies and Consumer Affairs Department, subjected 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 and Consumer Affairs 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 limited tender system at the risk and cost for such Supplier and such Supplier is liable and responsible to make good the financial loss sustained by the Food Civil Supplies and Consumer Affairs Department.
 - iii] In the event of failure by the successful Tenderer [L 1] the **Food Civil Supplies and Consumer Affairs Department** is at liberty and also reserves the right to purchase the ordered quantity from the next successful Tenderers [L 2] to ensure uninterrupted Supplies. In such circumstances the different cost, transport charges, Incidental charges and other excess expenditure, if any, will be recovered from the successful Tenderer [L 1].
- c] Food Civil Supplies and Consumer Affairs Department reserves the right to charge penalty i.e., withhold payment for any unsatisfactory stocks supplied by the Supplies without prejudices to other rights and the decision of the Food Civil Supplies and Consumer Affairs Department not be called into question. The Supplier is liable to reimburse / compensate the Food Civil Supplies and Consumer Affairs Department 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.

d] Notwithstanding anything contained in the terms and conditions of this tender the **Food Civil Supplies and Consumer Affairs Department** is the ultimate authority in deciding the recovery of penalty from the Supplier taking into account the stock position and future requirement of supply in the larger interest of the **Food Civil Supplies and Consumer Affairs Department**.

16. RECOVERY OF LOSSES

In the event of failure by the Tenderer at any stage of Tender process the Earnest Money Deposit or Security Deposit or Bills of supply will be forfeited apart from cancellation of award of contract.

17. PAYMENT

a] The payment of cost at the rate accepted will be made to the Supplier for a net quantity of Sugar supplied on submission of the Bills in Duplicate, alongwith acknowledgements obtained from the Officer, Incharge, at the loading point alongwith quality certification and advanced Stamp Receipt, within fortnight by the Deputy Commissioner, [S], concerned.

18. 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.

19. INDEMNITY

The Tenderer indemnify the **Food Civil Supplies and Consumer Affairs Department** against all claims which may arise in supply of **inferior and low quality of Sugar** not conforming to specifications prescribed.

SMTI. L.R. SANGMA, IAS., DIRECTOR, FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS DEPARTMENT, MEGHALAYA., SHILLONG.



ANNEXURE FOR QUALITY SPECIFICATIONS OF S - 30 / S - 31 SUGAR

Sugar, should be of white crystalline product extracted from sound unfermented and indecayed 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 sparkling white in colour, free flowing and free from dirt and other extraneous contamination for human consumption and specification as detailed below:

SL. NO.	SPECIFICATIONS	ISS GRADE SUGAR S - 30 / 31		
01.	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS 9 / 1 / 2 / 3 – 8, prescribed in Sugar Analysis ICUMSA Methods Book .		
02.	Polarisation	99.80 % Min.		
03.	Moisture	0.08 % Max		
04.	Ash content	0.04 % Max		
05.	Solubility	100 % dry and free flowing		
06.	Granulation	Fine / Crystal		
07.	Colour	Sparkling Crystal White		
08.	Iron fillings	NIL		
09.	Sediments	None		
10.	Smell	Free of any smell		
11.	Radation	Normal without presence of CESIUM or IODINE. Certified Phytosanitary of no radiation, no virus, no inset parts, Husks, no poisonous matter and non genetic and it suitable for Human consumption.		
12.	Crop	2012 - 2013 Seasons crop.		

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



PART - I ::: TECHNICAL BID

BID NO.

NAME AND ADDRESS OF THE PARTY TO WHOM SOLD

SIGNATURE OF THE OFFICER OF FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS DEPARTMENT

TECHNICAL BID FOR SUPPLY OF ISS GRADE SUGAR

NO. ::: Dated Shillong, the, , 2013.

Candidate should Affix Passport size Photograph [Attested by Gazetted Officer]

01.	Name of the Bidder / Firm.	:::	
02.	Permanent Address.	:::	
03.	Address of the Head Office of Tenderer / Firm.	:::	
	H. No.	:::	
	Street No.	:::	
	Village.	:::	
	Mandal / Tahsil.	:::	
	District.	:::	
	State.	:::	
	Pin code.	:::	
	Phone Number.	:::	
	e-mail ID	:::	
04.	Address of the Branch Office in Meghalaya.	:::	
	H. No.	:::	
	Street No.	:::	
	Locality	:::	
	Pin code.	:::	
	Phone Number.	:::	

05.	Whether Proprietary Firm or Partnership Firm	:::
	or Limited Company.	
06.	Name and Address of the Proprietor / Partner /	:::
	Managing Director.	
07.	Primary Business activities.	:::
08.	Products and Services.	:::
09.	Year of Establishment.	:::
10.	CST Registration No.	:::
11.	VAT Registration No.	:::
12.	TIN No.	:::
13.	PAN No.	:::
14.	Registration with Central Excise Department.	:::
15.	Trade 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 years.	:::
19.	Total Assets / Liabilities for the Last Three	:::
	years.	
20.	Gross Sales for the Last Three years.	:::
21.	Revenue from Sugar segment only for the Last	:::
	Three years.	
22.	Annual Import of Sugar for the Last Three years.	:::
23.	List of Buyers and Volume of Sales for the Last	:::
	Three years.	
24.	Details of Country and source of ISS Grade	:::
25.	Sugar. ISS Grade of Sugar specification.	
26.		
27.	Product Test Report. Certification issued by the Competent Authority	:::
27.	that the product conformed to the Food Safety	···
	and Standard Act, 2006.	
28.	Experience and expertise in extending supply	:::
	support for all type of Consumer goods like	
	Foodgrains, Pulses, Sugar in bulk quantities to	
20	State Agencies and Government Offices.	
29.	Registration under Multi - State Co - Operative Societies Act, 2002.	:::
	JULIEURS ALL, 2002.	

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

SIGNATURE OF THE TENDERER

NAME :::

ADDRESS :::



TECHNICAL 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 at the destinations specified by Food Civil Supplies and Consumer Affairs Department and as per the specifications prescribed by the Department.

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

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

01]	Demand Draft bearing NO dt , for					
	₹. 6.82 Lakhs [Rupees Six Lakhs Eighty Two Thousand] only drawn on					
	Bank towards E.M.D.					
02]	Affidavit attested by a Notary to the effect that the Tenderer has no past or present					
	criminal record with the Police Department .					
03]	Affidavit stating that the Tenderer or any of the Partners or Representatives were					
	never black-listed by the Food Civil Supplies and Consumer Affairs Department / any Govt.					
	Organisation at any time or involved in diversion of stocks or involved in case under					
	EC Act or convicted by Court of Law in a Criminal case.					
04]	Copy of the Partnership Deed alongwith Permanent and Present Addressed of the					
	Partners in case of a Firm.					
05]	Copy of the Registration Certificate, if it is Firm / Limited Company.					
06]	Copy of Registration Certificate under CST / VAT / Central Excise Department / Import					
	Bureau.					
07]	Copy of the Latest Professional Tax payment, not earlier than 31/03/2013.					
08]	Copy of the Latest Sales Tax Clearance Certificate, not earlier than 31/03/2013.					
09]	Copy of the Trade License issued by the Competent Authority .					
10]	Copy of the Import License issued by the Competent Authority.					
11]	Copy of the Valid Registration TIN No.					
12]	Samples of Half a Kg [½ Kg] SS Grade Sugar , each in Sealed Pet Bottles .					
13]	Product specification.					
14]	Product Test report of Samples.					
15]	Copy of the Certification of the product issued by the Competent Authority under the					
	Food Safety and Standard Act, 2006.					
16]	Registration Certificate for Quality Certification by AGMARK.					

I / We hereby affirm that the **Food Civil Supplies and Consumer Affairs Department** is at liberty to take 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.

SIGNATURE OF THE TENDERER

NAME :::

ADDRESS :::



PART - II ::: FINANCIAL BID

Price Bid should be quoted per MT inclusive of cost of packing in **1 Kgs** Bag, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, Vat if any., and cost of Transportation to the respective Points of all District.

The bidder shall quote only one rate per MT for delivery of ISS GRADE S - 30 / 31 Sugar to Food Civil Supplies and Consumer Affairs Department.

Food Civil Supplies and Consumer Affairs Department does not guarantee any volume of quantity. However, supply orders will be issued in the lots of consignments and the same is final and shall not called into question.

RATE INCLUSIVE OF ALL FOR DELIVERY AT DESTINATIONS IN THE STATE OF MEGHALAYA.					
Name of the Manufacturer	Quantity offer	Rate per MT [Net]			
	for supply	In Figures		In words	
	[in MTS]				
		₹.	Ps.	₹.	Ps.

NOTE :::

- 1. The rate should be quoted only in India 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 **2 Kgs**. Polypropylene gunnies, incidentals and all taxes [Basic Excise Duty, Cess, Education Cess, Additional Cess, VAT if any, and cost of Transportation of all respective Points of all Districts etc., and it should not be in fraction of Paise.

SIGNATURE OF THE TENDERER

NAME :::



FINANCIAL UNDERTAKING

I / We have clearly understood all the terms and conditions of the Tender and Agreement etc., and agree to undertake the supply of **ISS GRADE Sugar S - 30/31**, out if the current productions at the rate quoted by me / us at the destinations specified by **Food Civil Supplies and Consumer Affairs Department**.

I / We shall 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 and Consumer Affairs Department** from time to time.

I / We shall furnish the prescribed Security Deposit amount of 5 % on the total value of the cost of the quantity tendered for supply, within 3 [three] 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 EMD stands forfeited if I / We fail to furnish the prescribed Security Deposit and also enter into agreement within 3 [three] days of acceptance of my / our Tender and I / We will strictly abide by the terms and conditions etc., as per the agreement. In the event of non-fulfillment of contract by me / us, my / our Security Deposit or any amount available with the Food Civil Supplies and Consumer Affairs Department are liable to be forfeited, award of supply contract stands cancelled besides blacklisting me / us.

SIGNATURE OF THE TENDERER

NAME ::.

ADDRESS :::