

E-TENDER NOTICE NITNO.03/2023(Retender-2)

For and on behalf of Food Corporation of India, the General Manager (Region), Nagaland Region invites Tenders online (**e-Tender**) under "TWO BIDS SYSTEM" (Technical Bid & Price Bid) at Governmente-Marketplace (URL: <https://gem.gov.in/>) as per conditions prescribed in the tender form for appointment of Regular Road Transport Contractor (RTC) for a period of Two Year in the following route:

Regular Road Transport Contract:

SL. No.	Name of work	NIT no.	Estimated Value of Contract (V.O.C)	EMD (2% of E.V.C)
1.	Transportation of foodgrains from Railhead, Dimapur Railway station, (DMV) /FSD Dimapur to CWC Dimapur	03/2023	Rs. 1,25,50,000/-	Rs. 2,51,000

Critical Dates:

Sl.no	Particulars	Date
1	Tender publishing date	19.09.2023
2	Tender document download start date	19.09.2023
3	Tender document download end date & time	10.10.2023
4	Online Tender submission start date & time	19.09.2023
5	Online Tender submission end date & time	10.10.2023
6	Pre-Bid Meeting date & time	04.10.2023
7	Online Tender opening date & time	10.10.2023

*IT IS TO INTIMATE THAT THE TIMING OF ABOVE MENTIONED CRITICAL DATES WILL BE AS PER THE TIME NOTIFIED ON GEM PORTAL.

If the date fixed for online opening of tenders is subsequently declared a holiday and in event of any unforeseen situation viz. bandh, technical problem etc., the tenders will be opened on the next working day.

N.B.: IN-EXPERIENCE TENDERERS MUST SUBMIT A SEPARATE UNDERTAKING STATING THEREIN THAT AS PER MTF CLAUSE 7(I)(C), THE TENDERERS SHALL SUBMIT AN ADDITIONAL SUM EQUIVALENT TO 10% OF THE VALUE OF THE CONTRACT (IN ADDITION TO A & B OF CLAUSE 7(I)), FOR RELAXATION OF ELIGIBILITY CONDITIONS, IN THE FORM OF AN IRREVOCABLE AND UNCONDITIONAL BANK GUARANTEE.

NOTE:

- 1) Tender documents may be downloaded from Government e-Marketplace <https://gem.gov.in/>. Aspiring bidders/suppliers, who have not enrolled /registered in GeM, should enroll/register before participating through the website <https://gem.gov.in/>. The portal enrollment is free of cost.
- 2) Tenderers can access tender documents on the website, fill the all relevant information and submit the completed tender documents in to electronic tender on the website <https://gem.gov.in/>.
- 3) Tenders and supporting documents should be uploaded through GeM Portal. Hard copy of tender document will not be accepted.
- 4) Corrigendum to the Tender Notice, if any, shall be issued /available online only. Prospective Bidders are requested to view website regularly.
- 5) The terms and conditions stipulated in the tender form MTF shall prevail over the General Terms

&Conditions(GTC) of GeM Portal.

- 6) Any fee claimed/charged by the GeM portal shall be paid by the bidder. Non-payment of portal charges by the successful bidder would tantamount to resiling from the bid.
- 7) Any query relating to the tender document and the terms and conditions contained therein should be addressed to agmcontnm.fci@gov.in.
- 8) Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk. The contact number for the helpdesk can be viewed on website i.e. <https://gem.gov.in>.

Other Instruction for Bidders

1. **Qualification & Conditions for Tender:** As per Clause No. 3 of Model Tender Form (MTF) of RTC.
2. **Disqualification Conditions:** As per Clause No.4 & other relevant conditions stipulated in the Model Tender Form (MTF) of RTC.
3. **Earnest Money (EMD):** As per Clause No. 6 of Model Tender Form (MTF) of RTC:
- i) **Each tender must be accompanied by an Earnest Money @ 2% of estimated value of contract which must be submitted electronically through NEFT /RTGS/other electronic means. Bank details of FCI, Nagaland Region are as under:-**

Bank Name:	State Bank of India
Branch:	Dimapur
Account No.:	10810739547
IFSC Code:	SBIN0000072

In case of NEFT/RTGS/other electronic means the tenderer has to indicate transaction no. (UTR No.)of such payments appropriately in the Bid. The Tenderer shall be permitted to bid on the express condition that in the case he resiles, or modifies his offer, or terms& conditions thereof, after submitting his tender, for any reason what so ever during the tender process, **or any of the information furnished by him/her is found to be incorrect or false**, the Earnest Money Deposited by him shall stand forfeited without prejudice to any other rights and remedies of the Corporation under the Contract and law, and the tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeitureof EMD. He will also be debarred from participating in any Tender Enquiry with the FCI for a period of **TWO Years**.

4. Security Deposit (as per clause 7 of MTF):

- (i) The successful Tenderer shall furnish, within **fifteen working days of acceptance of his tender**, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of:

(a) A sum equivalent to 5% of the value of the Contract in the form of demand draft or Pay Order issued by a scheduled bank or through Electronic Clearing System (ECS)/other electronic means in favour of the General Manager, Food Corporation of India, Nagaland Region, Dimapur. The Contractor at his option may deposit 50%(Fifty percent) of this amount within 15 working days of acceptance of his tender while the balance 50% (Fifty percent) may be paid by the Contractor by deductions at the rate of 10%(Ten percent) from the admitted bills. The Security Deposit shall not earn any interest.

And

(b) Another sum equivalent to 15% of the actual value of contract for RTC ~~and 10% of the value of contract for HTC~~, in the form of an irrevocable and unconditional Bank Guarantee issued by issued by 'Scheduled Commercial Bank' notified by RBI (excluding all urban or rural or State Co-operative banks and Gramin Banks) in the format prescribed in Appendix-IV which shall be enforceable till six months after the expiry of the contract period.

(c) If applicable, an additional sum equivalent to 10%ofthe actual value of the contract, (in addition to a & b above), in terms of an undertaking provided by the tenderer for relaxation of eligibility conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by 'Scheduled Commercial Bank' notified by RBI (excluding all urban or rural or State Co-operative banks and Gramin Banks)in the format prescribed in Appendix-V which shall be enforceable till six months after the expiry of the contract period.

(ii). In case of failure of tenderer to deposit the Security deposit within 15 working days of acceptance of his tender, further extension of 15 working days can be given subject to levy of penalty @ 1% of the whole amount of the

Security Deposit and another 15 working days with levy of penalty @ 2% on the whole amount of Security Deposit by GM (R).

(iii). The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the Corporation will not be liable for payment of any interest on the Security Deposit.

(iv). In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of two years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues have been affected by the Corporation and there is no dispute pending with the contractor / party.

(v). If the successful tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against these tender and a fresh Security deposit will be required to be furnished.

5. THE QUANTUM OF ROAD MOVEMENT SHALL BE DECIDED BASED ON COST ECONOMY PRINCIPLE IN CASE THERE ARE MULTIPLE FEEDING POINTS.

Salient revisions in the MTF:

1. Earlier the tenders were being floated through custom bid on the GeM portal. The present tenders is floated through registered service category on GeM Portal.
2. **GPS enabled trucks (AIS-140 or equivalent devices) are compulsory. May refer clause XIII(15).**
4. The provision for online submission of Bills through Bill Tracking Software (BTS) has been incorporated in the Payment clause of HTC/RTC MTFs. May refer Clause XVI of MTF
5. Disqualification Conditions: Tenderers who have been blacklisted/debarred/Banned/Suspended by Food Corporation of India*/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance will be ineligible during the period of such debarment or for a period of two years from the date of debarment, whichever is earlier.
5. The Qualification conditions for experienced and inexperienced Tenders has been reviewed. May refer Clause 3 and List of documents to be uploaded by the bidders in the MTF.
7. The bidders showing experience of the entity other than FCI have to provide a certificate from the CA regarding revenue proportionate to the experience.
8. Tender to remain open for acceptance upto 75 days from the last date of submission of Bid. The General Manager, Food Corporation of India may extend the bid validity by another 30 (Thirty) days with mutual consent of FCI and Bidder.
9. The quoting of rate by the bidders has been revised as 'inclusive of all taxes including GST'.

OTHER CONDITIONS

Tenderer who have been blacklisted or otherwise debarred by FCI or any department of Central or State Govt. or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of two years, whichever is earlier (See Point No.4 captioned 'DISQUALIFICATION CONDITIONS' of the MTF).

The tenderers must comply with all the terms and conditions as mentioned in the tender form. It is clarified that in any case if any of the stipulated terms and conditions are not fulfilled by the tenderers and any incomplete or incorrect information is submitted by the tenderer, he shall be technically disqualified and his Price Bid shall not be opened.

The tenderer must submit the tender document along with all its Annexures & Appendices duly signed on each page by the tenderer and list of documents attached as per the format in Appendix-III, duly signed by the tenderer.

“No negotiation will be conducted with any of the bidders who participate in this tender”.

The General Manager (R), FCI, RO, Dimapur reserves the right to accept or reject any or all tenders without assigning any reason and does not bind himself/herself to accept lowest or any tender.

(N.B For detail terms and conditions, please refer MTF)



General Manager (R)