

Food, Civil Supplies and Consumer Protection Department

Government of Maharashtra

No. 01/2020.

Date: 29-01-2020

Ref: Tender Notice for Transportation of Paddy/CMR and Coarse-grain under MSP from various PPCs to Rice Mills and rice mills to godowns for a period of 2 years (4 seasons)


After the evaluation of technical bid, financial bids will be opened.

Note -

1. If a holiday is declared on the due date for opening the tender, the tender will be opened on the next working day after the holiday but the time indicated above for opening the tender will not change.
2. This tender form is non-transferable.
3. Tender documents can be submitted online till 3-00PM on 10/02/2020 Sufficient time has been given to submit the tender documents. It is suggested to the tenderers that the instructions and procedure for submitting the tender should be duly studied and without waiting till the last moment, sufficient time in advance, complete the prescribed process and submit the online tender so that software / connectivity etc. so that there should be no difficulty in submitting the tender in case of problem at the last minute. Any objections and/or manual tender will not be accepted if bidder is unable to submit online bid due to technical problem in software / connectivity etc. at the last moment.
4. Tender form is available on the website www.mahatenders.gov.in. and www.mahafood.gov.in. Tender fee Rs.10,000 (Rupees Ten Thousand Only) to be submitted online by making DD (demand draft) from any scheduled bank in favor of district Collector **Thane** payable. The original copy of the DD will have to be submitted to the concerned office on the last date of tender.
5. Before submitting the tender documents, the tenderer should be registered with www.mahatenders.gov.in.and www.mahafood.gov.in. and ensure that the Digital Signature (DSC) is available.
6. It is certified that this tender document comprises of page number 1 to which is published online.

### Scope of work

- a) The contractor shall transport paddy/CMR/coarse grain entrusted by Government from time to time within district from Procurement Centers to Rice Mills/Godown. The contract will also include transport between one point in a Village / Town / City to another Point in the same Village / Town / City.
- b) The contractor shall transport CMR entrusted by Government from time to time within district from Rice Mills to Base Godown. Movement Instructions will be issued by DSO/ DMO/ RMO.
- c) The contractor shall also transport Gunnies from Rake point/Godowns to Paddy Procurement centers as per the movement instructions issued by DMO/RMO only.
- d) The Contractor shall complete the movement within the time schedule set by the DSO/ DMO/ RMO.

  
District Collector Thane  
29/10/19  
2020

## Appendix 1

### Instructions to the Tenderers

The tenderers, who are submitting the tender for the paddy / CMR/ coarse grains transport work of the concerned district office of, should thoroughly study the terms and conditions as follows. These guidelines and conditions will be part of the contract to be executed in the event of acceptance of tender:

1. Tender will be submitted online by the tenderer.

1.2 The same tender will be filled for one district, but separate security deposit will be charged for the collection center / unit located in each district.

1.3 The tenderer should scan the mandatory documents as per Appendix 1 of the tender is self attested and attach it online. If all these documents are not attached in the bid, the tenderer's bid will be rejected.

1. Demand Draft's / Bank Guarantee's acknowledgment / photocopy for Earnest Money Deposit (EMD) should be submitted along with the tender.

2. Tenderer should have 7 registered vehicles of at least 20 M.Ton under his ownership & 10 vehicles under his control, along with copy of vehicle particular issued by Regional Transport Officer in which the validity of fitness, tax and insurance are mentioned. Vehicles registered for one district should not be presented for other district.

3. Tenderer should submit certified true copy of the partner deed in case it is a partner firm. It will be mandatory to attach the valid registration certificate issued by the firm and society.

4. Any two years out of the last five years (in every financial year) in government or semi-government and other institutions, with the relevant certificates / documents related to the experience of transport work should be submitted as follows,

Sr. No.	District	Work Value
1	Gondia, Bhandara, Gadchiroli	3 Crore
2	Palghar, Thane, Raigad, Chandrapur	1 Crore
3	Nagpur, Ratnagiri, Sindhudurg, Nashik	25 Lakh

Annual certificate and audited statement related to the transport work from the respective institutions need to be certified by the government officer (certificate to indicate the annual turnover of the transport work).

5. If the tenderer is a company, the tenderer must submit its certificate of incorporation. Verification by the authority letter or power of attorney of the person signing the tender on behalf of the firm / company.

6. True copy of Permanent Account Number, Audited statement/Income Tax Return Statement for the last three financial years .

1.4 Before submitting the bid, the tenderer should thoroughly monitor the location and local conditions at the procurement centers / storage centers of the concerned district. The tenderers

are expected to thoroughly study the above information before filling the tender. No change will be done in the quoted rate(s) on any grounds.

1.5 The tenderer himself shall verify and ensure that he has received the contract draft and all other documents along with the tender. The tenderer has full responsibility for obtaining the necessary records.

1.6 The tenderer is expected to study the route concerned, if any. Due to the regular / popular route being closed, the tenderer should take prior permission for any such charge.

1.7 The tenderer will have to maintain its liaising officer and/or representative at each Collection/procurement Center, whose name, address, mobile number, certified signature and photograph will have to be certified and submitted to the concerned district office. It will be tenderer's own responsibility to pay every worker / employee employed by the tenderer and his / her provident fund will be responsible for payment of all other statutory obligations etc.

1.8 The financial bid will be opened only if the technical bid submitted by the tenderer is found to be technically fit.

1.9 It is mandatory for the tenderer to sign all the document submitted in the tender.

1.10 Transport of paddy from the procurement centers of all distances generally, as determined by the government, will be made according to the directives of District Collector. The decision of District Collector will be final.

1.11 The contract and undertaking will be signed by the successful tenderer at the concerned district office after the award of a separate tender.

1.12 Transporter shall transport the Paddy/CMR/Coarse grain within given timeline as prescribed in Government circular dated 08.11.2019. If the transporter is found to be responsible for the delays, then penalty of Rs. will be charged by the District collector.

#### **Guidelines for submitting bid :-**

2.1 Rates: - The rates will be noted in the tender form per ton per km (above/below SOR in percentage) for transportation of paddy / food grains.

2.2 The tenderer or his authorized representative may remain present at the time of opening the tender.

2.3 Any tenderer can undertake transportation of more than one district, but it will be mandatory to have a truck fixed for each district.

#### **Earnest Money Deposit (EMD)**

3.1 The bid for each collection center in each district should be submitted separately as follows, through online system only:-

Sr. No.	District	EMD amount
1	Gondia, Bhandara, Gadchiroli	15 Lakh
2	Palghar, Thane, Raigad, Chandrapur	5 Lakh
3	Nagpur, Ratnagiri, Sindhudurg, Nashik	1 Lakh

3.2 According to the preceding paragraph (1.3), the tender submitted without the required documents will be considered invalid.

3.3 If the transporter is MSME registered, he will have to submit the document for the same & does not have to pay EMD.

3.4 In the event of failure to submit the desired records and performance bank guarantee after acceptance of the tender, the EMD will be seized in the interest of the district collector. In this case, the district collector will not inform the tenderer separately.

3.5 The deposit of the unsuccessful tenderer will be refunded on completion of the acceptance rate. No interest for this period will be payable by the district collector.

3.6 If the successful bidder failed to comply with conditions mentioned in 3.3 and 3.4 then such bidder will not be able to participate in the tender of any district for 3 years.

3.7 If any transporter is blacklisted or banned by government, semi-government and other institutions from transport work or due to non-completion of transport work, such transporters will not be able to participate in the tender procedure.

### **Signing of Tender Form**

It is mandatory for the authority to justify in what capacity he / she is signing the tender. In case the firm is a partner firm, the name of all the partners has to be mentioned in the tender form and it is mandatory to submit the tender signed by all the partners or by all partners in favor of the concerned partner. If the tenderer is a company, the authorization shall be in the form of a written power of attorney accompanying the bid (with a true copy of the resolution passed by the Board of Directors).

### **Executing Tender**

5.1 The contract to be signed within a period of 15 working days on receipt of Letter of Intent from the collector on INR 100 non-judicial stamp paper along with the performance bank guarantee and below mentioned documents. The prescribed format can be obtained from the concerned district offices.

#### **5.2 Performance Bank Guarantee:**

The successful tenderer will have to pay the performance bank guarantee in addition to the security deposit for each collection center of the concerned district. Bank Guarantee /FDR of any scheduled bank to be submitted for validity period up to 6 months post expiry of the contract.

<b>Sr. No.</b>	<b>District</b>	<b>PBG Amount (in Rs.)</b>
1	Gondia, Bhandara, Gadchiroli	3 crore
2	Palghar, Thane, Raigad, Chandrapur	2 crore
3	Nagpur, Ratnagiri, Sindhudurg, Nashik	1 crore

5.3 The contract to be signed within a period of 15 working days on receipt of Letter of Intent from the Department on Rs. 100 non judicial stamp paper along with the performance bank guarantee. Non-compliance in this regard will lead to seizure of EMD.

## **6. Miscellaneous**

6.1 Lowest bidder will be determined on the basis of the rate quoted for all slabs as per the percentage of decrease / increase proposed by the tenderer on the schedule rates. It will be mandatory to present the reason with price justification which will be tested / validated by the district level committee. With this, the district level committee can negotiate at the rate received in the tender. If the work is not carried out by the successful tenderer at the lowest rate, then the amount of the performance bank guarantee submitted by the tenderer will go to the State and concerned tenderer will be blacklisted for three years.

6.2 The right to accept / reject any tender, in part or in full, will be vested with the respective District Collector and The Department. If the tender is above 5% of SoR, the right to accept/ reject tender rest with State Level Committee.

6.3 The tenderer should not include any condition in the tender, as the conditional tender will not be considered. Once the tender is opened, consideration of any application submitted by the tenderer will not be valid.

6.4 All types of prevailing direct and indirect taxes will be applicable. Deduction at the source of income tax and other taxes will be done as per prevailing rules. If the successful bidder fails to pay any taxes or other statutory responsibilities or in case of non-compliance, the district collector shall have right to recover the dues.

6.5 All statutory taxes prevalent by the Government of India, State Government and local bodies shall be payable by the transporters.

6.6 The amount or any amount previously deposited by the tenderer will not be valid for the present tender.

6.7 No interest will be paid on the security deposit and performance bank guarantee submitted.

6.8 Successful tenderer will be required to complete process right from procurement of paddy in the procurement centers till completion of transport work within the time limits as prescribed in the Government circular dated 08.11.2019. Otherwise, the loss due to lack of transportation will be recovered from the concerned transporters.

6.9 Online tenders will be opened before the District Level Committee.

6.10 Successful tenderer will have to submit invoices to the concerned district collector every week on contract related transportation work.

## **7. Contract period**

7.1 Transporter whose tender is accepted will have to enter into an agreement of transport for Two financial years (four seasons)

7.2 The tender will be valid for 2 years from the date of contract.

7.3 The government will not guarantee to deliver any fixed work during the contract period.

7.4 The tender process should be started three months before the expiry of the period of contract. If not then extension of only two months can be granted at the district level. If the tender process still not completed till expiry of these two months, further extension up to two months can be granted at state level.

## **8. Personnel and statutory responsibilities:**

8.1 The transporter will be responsible for arranging sufficient number of porters / worker / employees for unloading and weighing paddy / foodgrain.

8.2 It will be necessary that the successful tenderer or the labor contractor appointed by the tenderer will have to take the license letter under all the regulations in-force to the concerned district office before the contract is concluded. After the completion of the work, the successful tenderer will have to produce no-dues certificate. The PBG will be paid thereafter. If the above certificate is not presented by the successful tenderer within one month of the termination of the work, then the Performance Bank Guarantee / FDR will be forfeited.

8.3 Under all Labour Acts, the transporter will store all the necessary records and submit the necessary forms / details to the concerned authorities in time and the transporters themselves will be responsible for all the obligations arising as a result of non-submission.

8.4 It will be the responsibility of the transporters to provide all facilities, benefits and arrangements as per the rules and regulations of current Labor Act to all the workers / employees employed by them. The Department will have no responsibility in this regard.

8.5 Transporters should submit the name, address and photo of all the workers / employees employed for said work to the District before commencing work with the agreement. If there is any change in it, the tenderer will immediately inform the District Supply Officer and will be considered responsible for the work done and behavior shown by all the workers / employees.

8.6 The tenderer shall be responsible for any accident occurring during the transportation work. The responsibility of paying all the amounts under the Workmen's Compensation Act 1923 or the Employees Provident Act 1952 will be on the transporter.

8.7 If the Department has to bear any responsibility or any act done by the transporter or the employee or contractor appointed by the transporter, then that amount will be recovered from the transporter's performance security deposit amount or from payables.

8.8 Toll, tax and other duty charges during transportation and prevailing tax payable by the transporters, will be paid by the transporter. No payment other than the approved rate will be payable by the Department. The transporter shall be responsible for any loss during transportation & loss amount more than 0.5 Kg/tonne shall be recovered from their monthly transport bill. If the bidder fails to transport Paddy/CMR/Coarse-grain within the time schedule, then penalty of 10% amount of economic cost of Paddy/CMR/Coarse-grain will be recovered from the transporter.

8.9 Transporter cannot appoint a subcontractor for the work assign to him.

8.10 It will be mandatory to follow instructions given by the District Collector or respective authorized officer, from time to time.

## **9. Resolution of disputes -**




9.1 In case of any dispute relating to this tender and any subject, condition and interpretation of any condition related to the contract, etc., any dispute arising before or after the time of observance of this contract and tender before agreement, by any party, the arbitrator will be referred to resolve the dispute. This arbitrator will be the Divisional Commissioner or an authorized representative and the decision given by them will be binding and valid to both the parties.

9.2 The action taken by the Arbitration to settle the disputes shall be under the Arbitration Consultation Act, 1996 (No. 26 of 1996) and the jurisdiction of all such disputes shall be the Mumbai Court.

#### **10. Punishment:**

If the successful bidder does not follow the tender conditions properly and violates the contractual conditions, the tenderer will be blacklisted by the Department for the next three years.

11. If any amendment / correction letter issued in relation to the tender, it will be considered as part of the tender, whose publication will be uploaded in the newspapers or website of the Department.

  
  
  
District Collector Thane  
18.1.2020



Appendix 2  
Part - "C"  
(For technical bid)

To

District Collector,

Thane

Sir,

Sr. No.	Description	
1	Full name and address of the tenderer	
2	Phone no. Office Residence	
3	Nature of tenderer's firm (firm/company/ownership)	
4	Names / addresses of all partners if partnership is firm (Attach a certified copy of partnership deed)	
5	Establishment, registration number and date of the firm (Attach certified copy)	
6	Attach certified copy of income tax return statements for last three financial years. (Attach copy)	
7	Income Tax Permanent Account Number (Pancard) (Attach copy)	
8	List of vehicles (name and attested certified copy of vehicle particular) in the name of self / firm / company - Registration number of vehicle	
9	List of vehicles under control	
10	Work Experience Certificate of last two years	
11	Declaration Form (attach)	
12	In the last two years, if any the government / semi-government and other organizations have banned the transport work / not completed the transport work and have been blacklisted (Yes / No)	
13	EMD deposited (Yes/No)	
14	Details if participated in any other tender by the Department for this financial year	
15	Details of work done by the tenderer, if any work done with the department in previous years	
16	In case Security deposit forfeited under any other transport Tender of the Department (Details, if yes)	
17	Audited Reports showing the economic capacity and experience of the tenderer	
18	Self attested copies of R.C. books and fitness certificates of owned and under control vehicles	
19	In case, the tender is approved, affidavit of contractor regarding transportation of foodgrains/CMR/Paddy from proprietor's own registered vehicle which is not used for transportation of cement, fertilizers, chemicals, coal (transportation of foodgrains according to Food Safety and security act 2006 )	

2. The bid submitted will be valid as per the criteria mentioned in Appendix I and We / I will be bound to accept the same.

3. If the Department entrusts us / me with paddy / food grains transportation, then we / I agree to enter into contract by depositing security amount and bank guarantee as per rules.

4. We / I hereby declare that the entries made in the bid and the enclosed annexures are correct in my belief and knowledge.

Date ....

Place .....

Signature

Name

Name of firm

Full address

Designation

Seal

Note: - In this, the required details should be clearly filled and details in the entire column is necessary. In the absence of the required details, the bid will be considered as incomplete.

Appendix - 3

Part - "B"

(For financial bid)

Paddy / CMR/Coarse-grains Transport Work Financial Bid Format

The Schedule of Rate (SOR) have been prepared by the Department for the transportation work in the Kharif marketing year 2019-20. Keeping in view the slab-wise Schedule of Rate, the tenderer has to propose his rates in percentage on the basis of decrease / increase on the scheduled rate.

According to the provisions of the Goods and Services Tax Act, the rates of goods and services Tax are not payable on the transportation of paddy and food-grains in those rates for number 4 in the table as follows:-

Name of the office for which the tender is being floated	
Name of the tenderer, full e-mail address	
Phone number	

Sr. No.	Slab (km)	Schedule of Rate (SOR) based on 20 Tonne transportable (per tonne per km) (in Rupees)
1	0-8 km	35.16
2	8-20 km	6.81
3	20-40 km	4.59
4	40-80 km	3.71
5	80-150 km	3.12
6	150-250 km	2.85
7	250-500 km and above	2.51

4- Tender Rate

Sr. No.	Description of service work	Increase / Decrease Percent (+/-)
1	Percentage of increase / decrease proposed by the tenderer for Paddy / CMR/Coarse-grains transport work in relation to the rate of schedule (per tonneper km)	

- It is mandatory to mention ABOVE SOR and BELOW SOR in the online e-tender along with the percentage (per tonneper km).
- The calculations for actual payment for various prescribed distance slabs will be as follows for 20 tonne(truck load):-
  - 1) First Slab :-Rs. 5626/- Fixed rate will be paid for any distance between 0.1 to 8km.

- 2) Second Slab :- Rs.5626 /-Fixed rate for first slab(0.1 to 8 km.) and thereafter Rs 6.81/- (per km. /per tonne) will be paid for remaining distance. For example, for 20 km., 0.1 to 8 km.Rs 5626 /- is fixed cost and for the next 12 k.m.Rs 6.81/- (per km. /per tonne) will be paid ( $12 * 20 * 6.81 = 1635$ ) total amount of Rs 7261 /- will be paid. If the distance is reduced the calculation will change accordingly.
- 3) Third Slab: - The total amount of the First and second slab is Rs.7261/- and for the next 20 km. Rs 4.59/- (per km. /per tonne)will be paid. Total payable amount for 3<sup>rd</sup> slab will be paid Rs.9097/-(e.g $20 * 20 * 4.59=1836$ ). If the distance is reduced the calculation will change accordingly.
- 4) Forth Slab :- The total amount of the First, Second and Third slab is 9097/- and for the next 40k.m. Rs. 3.71/- per k.m. (per km./per tonne) will be paid (e.g.  $40 * 20 * 3.71 = 2968$ ) Total Rs. 12065/-(per km./per tonne) will be payable for 4<sup>th</sup> slab. If the distance is reduced the calculation will change accordingly.
- 5) Fifth Slab: - The total amount of the first, second, third and fourth slabs is Rs.12065/- and for the next70km. will be payable as per Rs.3.12 /- for per k.m. for per tonne. (e.g.  $70 * 20 * 3.12 = 4368$ ) Total Rs.16433/- will be payable for 5<sup>th</sup> slab. If the distance is reduced the calculation will change accordingly.
- 6) Sixth Slab: - The total amount of the First, Second, Third, Fourth and Fifth slabs is Rs.16433/- and for the next 100 km. Rs.2.85/- will be paid (e.g.  $100 * 20 * 2.85 = 5700$ ) Total Rs.22133/- will be payable for 6<sup>th</sup> slab. If the distance is reduced the calculation will change accordingly.
- 7) Seventh Slab: - The total amount of the First, Second, Third, Fourth, Fifth and Sixth slabs is Rs.22133/- and for the next 250 km. Rs.2.51/- (per k.m/per tonne) will be paid (e.g.  $250 * 20 * 2.51 = 12550$ ) Total Rs.34683/- for 7<sup>th</sup> slab. If the distance is reduced the calculation will change accordingly.