

Bid Document

Bid Details	
Bid End Date/Time	12-10-2022 15:00:00
Bid Opening Date/Time	12-10-2022 15:30:00
Bid Offer Validity (From End Date)	30 (Days)
Ministry/State Name	Ministry Of Finance
Department Name	Department Of Revenue
Organisation Name	Central Board Of Excise And Customs (cbec)
Office Name	Chief Controller Government Opium And Alkaloid Factories New Delhi
Item Category	Goods Transport Service - Per Trip based Service - Unlanced Opium Poppy Straw along with stalk; Containerized Truck; 32 FT Multi Axle
Contract Period	15 Day(s)
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	2.00
EMD Amount	208000

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	6

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DDO GOAW NEEMUCH
GOVT OPIUM AND ALKALOID WORKS NEEMUCH MADHYAPRADESH
(Drawing And Disbursing Officer)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required

If customized field is chosen, then provide following details: 1. Scope of service 2. Service provider responsibility 3. Buyer responsibility 4. Size of the goods 4. Weight of the goods:[1664700196.pdf](#)

Scope of Work:[1664700210.pdf](#)

Goods Transport Service - Per Trip Based Service - Unlanced Opium Poppy Straw Along With Stalk; Containerized Truck; 32 FT Multi Axle (52)

Technical Specifications

Specification	Values
Core	
Nature of Goods	Unlanced Opium Poppy Straw along with stalk
Type of Truck	Containerized Truck
Size / Weight of vehicle	32 FT Multi Axle
Area of Operation	Plains
Addon(s)	
Loading	NA
Unloading	NA
Tracking System (GPS)	NA
Transit Insurance	NA
Additional Details	
Start Location Zipcode	458441
Drop Location Zipcode	391770

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of trips(Pickup and drop to specified location)	Additional Requirement
1	Venugopal Darbha	458441, Government Opium and Alkaloid Works Neemuch	52	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

TENDER FOR TRANSPORTATION OF APPROX 400 MT OPIUM
POPPY STRAW WITH STALK FROM M/s CHAUDHARY
WAREHOUSE VILLAGE-CHAUTHKHEDA,TEH-NEEMUCH,
DISTT- NEEMUCH,MADHYAPRADESH TO M/s BAJAJ
HEALTHCARE LIMITED, VADODARA, GUJRAT



GOVERNMENT OF INDIA
Ministry of Finance
Department of Revenue,
Office of the General Manager,
Govt. Opium & Alkaloid Works,
Neemuch-458441 (M.P.)

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 Neemuch-458441 (M.P.)

NOTICE INVITING TENDER

F.NO. I(20)040/OPM/TRANSPORTATION/2022

Dated: 02.10.2022

**INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS FOR
 TRANSPORTATION OF OPIUM POPPY STRAW WITH STALK FROM M/s CHAUDHARY
 WAREHOUSE VILLAGE-CHAUTHKHEDA,TEH-NEEMUCH, DISTT-
 NEEMUCH,MADHYAPRADESH TO M/s BAJAJ HEALTHCARE LIMITED, VADODARA,
 GUJRAT.**

1) Tender documents may be downloaded from GeM Portal <https://gem.gov.in> . Aspiring Bidders/ Suppliers who have not enrolled/registered in <https://gem.gov.in> should enroll/register before participating through the website <https://gem.gov.in>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure-F** regarding instructions for online Bid Submission.

2) Bidders can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://gem.gov.in>.

3) Tenders and supporting documents should be uploaded through <https://gem.gov.in>. Hard copy of the tender documents will not be accepted.

Note: If the date fixed for opening of tenders is declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

4) The details of independent external monitor for the above tender is as follows:-

Smt Rashmi Verma, IAS(Retd.)
 D-87, Ground Floor, Panchsheel Enclave,
 New Delhi-110017
 Email : verma.rashmi@rediffmail.com

5) Interested parties may also download the tender from the official websites - www.goaf.gov.in.

6) For any clarification Shri NM Rudresh, In-charge Purchase, GOAW, Neemuch may be contacted at the office phone no. 07423-220614 or on Mobile number 8319573841 and Shri Shaitan Singh Beniwal on Mobile number 7976852767.

7) The details of enclosures are as given below:-

Annexure: A (Scope of Work)
 Annexure : B (General information for the bidders)
 Annexure : C (Other terms and conditions)
 Annexure : D (undertaking for submission of bid)
 Annexure : E (Integrity Pact)
 Annexure : F (Instruction for online submission of bid)

Annexure 'A'**Scope of Work**

This contract is of transportation of following material :-

- 1. Poppy Straw :-** It is the un-lanced capsules of poppy plant along with 8"-10" long stalk. This is packed in polythene bags of size 30"X51" (Weight-185 Gm) and stored at the M/s Chaudhary warehouse Village-chauthkheda, Teh-Neemuch, Distt-Neemuch, Madhyapradesh.

The scope of work includes the following activities :-

- 1.1 :- Unpacking of the poppy straw bags.
- 1.2 :- Threshing of poppy straw using thresher machines with the help of labours deployed for the same .
- 1.3 :- Repacking of threshed material using the same bags and stitching the bags using appropriate threads.
- 1.4 :- Loading of the threshed poppy straw bags in the truck.
- 1.5 :- Transporting the same from M/s Chaudhary warehouse Village-chauthkheda, Teh-Neemuch, Distt- Neemuch, Madhyapradesh to M/s Bajaj Healthcare Limited, Tal – Savli, Dist. – Vadodara, Gujarat.

The approximate total quantity of poppy straw to be transported is about 400 MT which is stored in about 62,000 bags. The no. of bags would be about 16,000 after threshing and repacking weighing about 25 Kg in each bag. The approx. weight which would be transported in each truck 7.5 MT. Accordingly, the total no. of trips required to transport the whole quantity would be about 52. However , the payment will be made for the actual no. of trips made. The actual no. of trips may increase or decrease. The transportation of total quantity should be completed in all respects within 15 days from the date of issuing of contract.

Annexure 'B'

GENERAL INFORMATION FOR BIDDERS

1. This tender is for Transportation of Un-lanced Opium Poppy Straw from Neemuch District of Madhya Pradesh to Vadodara Gujrat. The approx distance is 400 Km from the origin to the final destination.
2. The Bidders may get themselves fully acquainted with the location of godowns vis- a- vis loading /unloading points before submission of the tender. The rates quoted by Bidder shall be deemed to have been done after such acquaintance. No Bidder will be entitled to any compensation arising out of any misapprehension in this regard. Before tendering, the Bidder must also get acquainted with the conditions of route to be taken by him for transportation of Opium Poppy Straw. Once the tender is submitted, the Bidder will be deemed to have fully acquainted himself with the route and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.
3. **Threshing/Crushing** : The object of threshing is to reduce the size of Unlanced Poppy Straw with stalks upto 5-25 mm. The process of threshing shall be performed by Agriculture threshing Machine or any suitable Machine. This process causes loss of material of approximately 3-4 % by input weight. The permissible limit for the contractor regarding the losses is 4 % (Maximum). Input weight will be decided at the time of threshing (Since material is moisture sensitive). The process of threshing shall be performed within the premises of Warehouse and in the supervision and direction of representing staff of GOAW, Neemuch.
4. Escorting staff by Madhya Pradesh State Police or any other agency as decided by competent authority of GOAW, Neemuch will be provided to each truck.
5. Contractor shall provide the Machinery and Manpower for threshing and repacking.
6. There should be facility of GPS in each truck provided by contractor for transportation of opium poppy straw.
7. **Volume of work:-** The contractor shall thresh approx 400 MT Opium Poppy Straw which has been warehoused situated at Neemuch. After threshing , packing should be done in the same empty bags. The whole process must be performed in supervision of officers of Central Bureau of Narcotics and GOAW, Neemuch. The contractor is liable to abide by the rules of NDPS and instruction provided by the officers.
8. **Eligibility criteria for qualification in Bidding:**
 - a. Bidder should have experience of Transportation in PSU/Central Govt. Dept/ State Govt Deptt.
 - b. The tenderer must have successfully carried out similar type of transportation work as a prime contractor during last 07 years ending on 31-03-2022 costing not less than Rs. 42,00,000/- each for three similar works or Rs. 52,00,000/- each for two similar works or Rs. 84,00,000/- for one similar work. Scanned copies of the work orders should be uploaded.
 - c. The annual financial turnover of the bidder firm during last three consecutive years ending on 31.03.2022, i.e 2019-20, 2020-21 & 2021-22 shall not be less than 1.45 Crores (Rupees One crores Seventy Five lac only) per year. Proof shall be submitted along with the technical bid. (Scanned copy).
 - d. The transporter should invariably possess at least 50 nos. of closed sealable containerized trucks of 32 ft multi axle type in his ownership/in the name of his firm.
9. **Earnest Money**
 - (i) The bidder shall submit an **Earnest Money amounting Rs 2,08,000 (Rupees Two Lac Eight Thousand)** which must be submitted through Demand Draft/Banker Cheque/Fixed Deposit/Bank Guarantee in favour of Drawing and Disbursing Officer , Govt Opium and Alkaloid Works, Neemuch.

(ii) The Earnest Money will be returned to all unsuccessful Bidders within a period of 30 days from the date of issue of the acceptance letter and to a successful Bidder, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However in case, the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 days of technical disqualification of the Bidder. No interest shall be payable on Earnest Money, in any case.

(iii) Registered MSEs with are exempted from payment of EMD and should enclose the proof of their being registered. Their registration should be valid as on last date of submission of tender, failing which their offer shall not be considered for benefits detailed in MSE Notification of Govt. of India dated 23.3.2012 or any other notification issued thereafter.

The Start-ups are exempted from the payment of Earnest Money Deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India

10. Security Deposit

(i) The successful Bidder 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 sum equivalent to 3% of the value of the Contract submitted through Demand Draft/Banker Cheque/Fixed Deposit/Bank Guarantee in favour of Drawing and Disbursing Officer, Govt Opium and Alkaloid Works, Neemuch.

11. Opening of tenders :- The Technical Bid will be opened online in the Office of the General Manager, Govt Opium and Alkaloid Works, Neemuch at the fixed time and the date indicated in the NIT. The Bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end. Price Bids of only those Bidders shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Bidder technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.

12. Corrupt practices

Any bribe, commission, or advantage offered or promised by or on behalf of the Bidder to any officer or official of the GOAW, Neemuch shall (in addition to any criminal liability which the Bidder may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Bidder will also make his tender liable to rejection.

1. GOAW, Neemuch reserves the right to reject any or all the tenders without assigning any reason. The successful Bidder will be intimated of the acceptance of his tender by a letter/telegram/fax/email.

2. In case of any clear indication of cartelization, the GOAW, Neemuch shall reject the tender(s), and forfeit the EMD.

3. If the information given by the Bidder/Party in the Tender Document and its Annexures & Appendices is found to be false/incorrect or has violated/breached any of the terms & conditions of the contract, at any stage, GOAW, Neemuch shall have the right to disqualify/ summarily terminate the contract, forfeit EMD/SD/BG, make good any other losses caused to the GOAW, Neemuch and Blacklist the Party for three years, without prejudice to any other rights that the GOAW, Neemuch may have under the Contract and law

13. Subletting: The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

- 14. Liability for Personnel :** All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen s Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively rest with the Contractor. The Contractor shall be bound to indemnify the GOAW, Neemuch against all the claims whatsoever in respect of its personnel under the Workmen s Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- 15.** Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws.
- 16. Bribe, Commission, Gift etc. :-** An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the GOAW, Neemuch, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the GOAW, Neemuch and the contractor shall be liable to reimburse the GOAW, Neemuch of any loss or damage resulting from such cancellation.

18. Period of Contract

- (i) The Contract shall remain valid for a period of 15 days.
- (ii) The validity of the contract may be further extended by mutual consent.
- (iii) The General Manager, GOAW, Neemuch reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the General Manager (Region) under this clause shall be final, conclusive and binding on the Contractor.

19. Responsibilities of the Contractor

- (a) The Contractor shall be responsible to supply adequate and sufficient number of trucks for transportation of Opium Poppy Straw in accordance with the instructions issued by the General Manager or an officer acting on his behalf.
- (b) The Contractor shall be responsible for the safety of the goods from the time they are accepted for threshing or loaded on their truck from godowns until they have been unloaded from the trucks at the destinations as specified in the Contract.
- (c) Protection of material from theft etc. is the responsibility of the Contractor.
- (d) The loading of the stocks will be restricted to the rated axle load of the commercial vehicle prescribed under the Motor Vehicles Act and Rules there under as amended from time to time and the Contractor will abide by such rules in regard to loading of vehicles. If any penalty is imposed by any authority or any action is taken, in the event of overloading the vehicle, the Contractor shall be solely responsible for the same. Any Contractor resorting to overloading of the trucks in violation of the Rules will be treated as violating the terms & conditions of this Contract for which his Contract is liable to be terminated.
- (e) The Contractor shall not allow any other goods to be loaded in the lorries/trucks in which the Opium Poppy Straw are loaded.
- (f) The Contractor shall periodically inform in writing the registration numbers and description of the vehicles used for the transport of the goods of the GOAW, Neemuch so as

to facilitate checking of the vehicles by the officers/ officials of the GOAW, Neemuch.

- (g) In accordance with the Govt. Of India, Ministry of Road Transport & Highways programme for electronic toll collection from vehicles plying over National Highways, the Contractor shall ensure that the toll is paid electronically through pre-paid Tag affixed on wind screen of the vehicles deployed for GOAW, Neemuch duty which would enable seamless travel through dedicated lanes installed with tag readers and facilitate adoption of cashless system and produce proof of same as and when demanded by the GOAW, Neemuch.
- (h) The contractor shall invariably install GPS device in trucks for facilitating tracking of the vehicle. The representative of the Contractor (RTC) shall be present at the time of installation/removal of GPS device in/from the truck.
- (i) All trucks/vehicles being used by contractors should be registered on "VAHAN" (www.vahan.nic.in) National Registered E-service, Ministry of Road Transport and Highways, Govt. of India.

20. PAYMENT

- (a) Payment will be made by the GOAW, Neemuch on submission of bills, in triplicate, duly supported by consignee receipts.
- (b) The Bidder/bidder registered under GST (if applicable), shall ensure that the invoice to be raised with GOAW is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by GOAW.
- (c) GOAW reserves the rights to release the payment of GST amount (if applicable) only post matching of the invoices of the GSTN system.
- (d) This shall be ensured by the Bidder/bidder, registered under GST (if applicable), that the invoices raised by him during a month is appropriately reported in the GST returns of the said month.
- (e) Payment will be released in a lot of 10 trips . The total payment would be calculated on the total no. of trips completed for transportation of total quantity of poppy straw. The no. of trips required to transport the whole quantity of poppy straw may vary.

21. RATES

- (a) (i) **All rates will be treated as firm for the period of the contract. No escalation in rates will be admissible on account of revision in fuel price or any other factor, whatsoever.**
- (ii) The rates for transportation are on the basis of each trip.
- (iii) No separate remuneration will be payable for the distance covered by the loaded lorries for the return journey, or from garage to place of loading, or back to garage.
- (iv) No compensation shall be admissible to the Contractor in respect of detention of trucks at the godown or any other loading/unloading points or any other place unless such detention is of an extraordinary kind. The decision of the General Manager in all such matters shall be final.

22. PENALTIES :

1. In case of delay or failure to execute the order against the contract, the General

Manager, Govt. Opium & Alkaloid Works, Neemuch without prejudice to any other right, under laws, shall have the option :

a) To recover liquidated damage (LD) of the value of service which is not completed or delayed shall be recovered as follows :

In case of the service completed after expiry of the original contract period, the GM may recover from the contractor the LD equivalent to 0.5(Half) percent of the prices of any portion of service delivered late, for each week or part thereof of delay. The maximum LD shall not exceed 10(Ten) percent of the value of delayed service.

b) To purchase from other sources at the risk and cost of the Contractor to extent of service which not completed.

c) To cancel the contract without any liability on G.O.A.W.

d) To blacklist and debar the company from making any future supplies to any Govt. Department / PSU of Govt. of India.

2. In case of any theft or loss of material in transit, total value of goods shall be recovered from the Contractor with 100 % penalty. Being an NDPS material, a legal action shall also initiate against the Contractor as per NDPS (Narcotic Drugs and Psychotropic Substances), Act 1985.

23. Force Majeure.

The contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the General Manager shall be the final judge. Strikes by contractor's workers on account of any dispute between the contractors and their workers as to wages or otherwise will not be deemed to be a reason beyond the contractors control and the contractors shall be responsible for any loss or damage which the GOAW, Neemuch may suffer on this account.

24. Law Governing the Contract & Dispute resolution:

(a) The Contract will be governed by the Laws of India for the time being in force.

(b) In case of any disputes arising out of and touching upon the contract, the same will be under jurisdiction of Neemuch District court.

(c) The result of technical evaluation will be uploaded on the GeM portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened only after three working days. If any of the bidders is disqualified, he may submit grievance (if any) on GeM portal within two working days from the date of disqualification.

(d) In case of any theft / loss of material in transit, Penalties will be applicable as per NDPS act, 1985.

Sd/-

In-charge Purchase
Govt Opium and Alkaloid Works,
Neemuch, M.P.

Annexure - C**OTHER TERMS AND CONDITION**

- 1.** Documents mandatorily required to be uploaded along with the bid:-
 - a) Scanned Copy of the current and valid NSIC/MSME Certificate if applicable.
 - b) Scanned Copy of the current and valid GST Registration Certificate.
 - c) Scanned copy of the documents of personal details of the proprietor/owner of firm.
 - d) Scanned copy of registration certificate of at least 50 closed sealable containerized trucks of 32 ft multi axle type owned by the owner/firm.
 - e) Bid Submission undertaking as per the format given in Annexure-D.
 - f) Scanned Copy of EMD, if applicable.
 - g) A Self declaration on stamp paper shall be submitted duly notarized to the effect that the firm is not BLACK LISTED for Government transaction by any Department / PSU of Government of India.
 - h) The tenderer must have successfully carried out similar type of transportation work as a prime contractor during last 07 years ending on 31-03-2022 costing not less than Rs. 42,00,000/- each for three similar works or Rs. 52,00,000/- each for two similar works or Rs. 84,00,000/- for one similar work. Scanned copies of the work orders should be uploaded. Scanned copy of documentary evidence in respect of the work been carried out must be uploaded by the bidder along with the bid.
 - i) The annual financial turnover of the bidder firm during last three consecutive years ending on 31.03.2022, i.e 2019-20,2020-21 & 2021-22 shall not be less than 1.45 Crores (Rupees One crores Forty Five lac only) per year. Proof shall be submitted along with the technical bid. (Scanned copy).
 - j) Scanned copy of integrity Pact. (i.e. Annexure – E)
- 2.** The per trip rates quoted for transportation of poppy straw should also include the cost of unpacking, threshing, repacking and loading of poppy straw. The rates quoted should be inclusive of all taxes and also inclusive of all Toll taxes and Road taxes during the transit. No further claim regarding this would be entertained.
- 3.** The trucks to be used for transportation should be sealable closed containerized truck of minimum 32 ft multi axle type having the facility of GPS tracking system.
- 4.** The transporter should invariably possess at least 50 nos. of such trucks as mentioned at Sr. no. 3 in his ownership/in the name of his firm.
- 5.** Any cost towards repair, or services of the truck will be solely borne by the contractor.
- 6.** The transportation of the total quantity of poppy straw should be completed within 15 days from the date of contract.
- 7.** The trucks used for transportation of Opium poppy straw should have valid fitness certificate, pollution certificate and any other applicable certificate issued by appropriate authority and they should also have national permit issued by appropriate authority.
- 8.** Maximum possible no. of bags should be loaded in the truck for transportation.
- 9.** Maximum permissible loss of material (Un-lanced poppy straw) during the threshing process is 4 %. In any case the loss should not be more than 4 %.

ANNEXURE : D

TENDER SUBMISSION UNDERTAKING

To

Date:

General Manager
Govt Opium and Alkaloid Works
Neemuch, M.P.-458441

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Name of Tender / Work: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely: _____ as per your advertisement, given in the abovementioned website(s).

2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

6. I/We hereby solemnly declare that the Proprietor/one or more Partners/Directors of this firm/Company has relationship/ has no relationship (tick whichever is applicable) with the employee of Govt Opium and Alkaloid Works, Neemuch of India as defined in the tender document (Name and Designation, Place of posting of employee to be mentioned)

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE 'E'**INTEGRITY PACT**

To,

GENERAL MANAGER,
GOVT OPIUM AND ALKALOID WORKS,
NEEMUCH MP

Sub: Submission of Tender for transportation of opium poppy straw from M/s Chaudhary warehouse Village-chauthkheda, Teh-Neemuch, Distt-Neemuch, Madhyapradesh to M/s Bajaj Healthcare Limited, Tal – Savli, Dist. – Vadodara, Gujarat

Dear Sir,

I/We acknowledge that GOVT OPIUM AND ALKALOID WORKS, NEEMUCH MP is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by GOVT OPIUM AND ALKALOID WORKS, neemuch. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GOVT OPIUM AND ALKALOID WORKS, NEEMUCH shall have unqualified, absolute and unfettered right to disqualify the Bidder/bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

(To be executed on plain paper and submitted along with technical bid/tender documents . To be signed by the bidder and Govt. Opium and Alkaloid Works, Neemuch.)

hereinafter referred to as “The Principal”.

AND

_____ hereinafter referred to as “The Bidder/Contractor”

PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Action 1 – Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
 - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.

- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contract

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

- 1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
- 2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.

5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman & Managing Director,, BVFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL.

Section 11 : Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____ Date

Place _____ Date

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

Annexure : F**Instruction for online submission of bid**

1. The bidders are required to submit soft copies of their bids electronically on the GeM Portal, using valid user id/password. Therefore, prospective bidders are requested to get registered themselves as per instructions on GeM Portal.
2. Tender documents may be downloaded from GeM Portal <https://gem.gov.in>. Aspiring bidders/suppliers, who have not enrolled/registered on GeM portal, should enroll/register before participating through the website <https://gem.gov.in>.
3. Bidders can access tender documents on the website, fill them all relevant information and submit the completed tender documents into electronic tender on the website <https://gem.gov.in>.
4. Tenders and supporting documents should be uploaded through GeM Portal. Hard copy of tender documents will not be accepted.
5. Corrigendum to the Tender Notice, if any, shall be issued/available online only. Prospective Bidders are requested to view website regularly.
6. The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid login credentials. Instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirement and submitting their bids online on the GEM Portal. Corrigendum if any will be published at GeM Portal only. More information useful for submitting online bids on the GEM Portal may be obtained at <https://gem.gov.in>.
7. 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>.