

**DEPARTMENT OF FOOD & SUPPLIES AND CONSUMER AFFAIRS &  
LEGAL METROLOGY, CHANDIGARH ADMINISTRATION**

**Short Term E-tender for Selection of Agencies for "Distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna", among approx. 63,000 Ration Card holders registered under DBT Scheme in Chandigarh**

The Department of Food & Supplies and Consumer Affairs & Legal Metrology, Chandigarh Administration invites applications through Tender for distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna (PMGKAY) to approx. 63,000 beneficiaries registered under DBT Scheme in Chandigarh, through Government Organizations/PSUs/Entity established under Multistate Cooperative Society Act, 2002 having presence in atleast 05 States including U.T., Chandigarh/ Board or Corporations.

**Last Date for online submission of Tender: 30.05.2022; 11:00 hrs**  
**Date and Time of opening of tender: 30.05.2022; 11:30 hrs**

**GENERAL INFORMATION REGARDING E-TENDERING PROCESS**

1. The bidders shall have to submit their tender online in Electronic Format with Digital, Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <https://etenders.chd.nic.in>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their tenders online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering system. No Tender will be accepted in physical form in case, if; it is not submitted through the Electronic Tendering System.
3. Tender documents will be opened online as per time schedule described above.
4. Before submission of online tender applications, Bidders must ensure that self attested scanned copies of tender document and all the necessary documents have been uploaded.
5. Food & Supplies Department will not be responsible for any delay in online submission of the bids due to any reason whatsoever.
6. It will be mandatory for all the bidders to upload all the documents mentioned under 'Tender Details' template read under, 'Cover Details'.
7. The details of EMD specified in the Tender documents should be the same as submitted online (scanned copies) otherwise tender will be rejected summarily.
8. Earnest Money Deposit and Non-Blacklisting Affidavit shall be submitted in physical form in office of the Food & Supplies Department (below RLA Office) at Sector 17, UT, Chandigarh prior to the closing date of e-Tender otherwise their tender application will not be considered.
9. All terms and conditions are subject to fulfilment of conditions as per Rules.
10. The provision of GFR will prevail where tender document is silent.

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**ANNEXURE-I**

(Tender should contain following documents duly signed under the seal of Agency)

**A-Tender Form along with**

**Earnest Money Deposit**

**B- Affidavit**

**C - Technical Bid**

(Part of General Term and Conditions of the Limited E-Tender)

**ANNEXURE-II**

(Tender should contain the information/documents as requisitioned in Tender documents and following tender documents)

**Financial Bid,**

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TENDER FORM

Last Date for online submission of Tender:  
Date and Time of opening of tender:

30.05.2022; 11:00 hrs  
30.05.2022; 11:30 hrs

To

The Director, Food & Supplies and  
Consumer Affairs & Legal Meteorology,  
(Basement of RLA Office), Sector-17E, U.T., Chandigarh.

1. I/We hereby submit the tender for the selection of the Agency for "**Distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna**" for doorstep delivery of food grains under PMGKAY from the FCI, Punjab (within 50 Km) to the place designated by the department at the rates quoted in the Financial Bid (Annexure-II).
2. I/We have thoroughly examined and understood terms and conditions and instructions to the tender given in the tender form and I/We agree to abide by them and accept them as a whole.
3. I hereby submit EMD of Rs. 13,00,000/- (Rupees Thirteen Lakh only) in the shape of Bank Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn at \_\_\_\_\_ in favour of DDO, Food & Supplies and Consumer Affairs, UT, Chandigarh. In the event of my/our tender document being accepted, I/We agree to further deposit Performance Security @5% of the award amount in the shape of Bank Guarantee drawn on any Nationalized/ Scheduled Bank payable at Chandigarh valid for at least seven months.
4. I/ We hereby declare that I/We have our own vehicles or have an agreement with transport unions /transporter to arrange vehicle on hire basis /lease out basis etc., to carry on the work of lifting & distribution and qualified Human Resource as per requirement of the project.
5. My/Our particulars are given as under:-

Name of the Agency	
Incorporation date of Agency	
Name of Officer authorized by the Agency to sign the tender documents. (Attach photo copy of I.Card duly self attested)	
Address	
Telephone /Mobile No.	
Email address	
Whatsapp No.	
Income Tax PAN No. of Agency	
TAN No. of Agency	
GST No. of Agency	

- 6) The following copies of documents are enclosed with this tender duly filled in and signed. Tick, as applicable.

a)	Annual Turnover for the last three years having minimum Rs. 6 crore/per annum.	Yes	No
b)	Experience Three Years	Yes	No
c)	Bank Draft for Earnest money	Yes	No
d)	Pan Card of the Agency	Yes	No
e)	Tan No.	Yes	No
f)	GST No.	Yes	No
g)	Affidavit (as per Annexure 1 'B')	Yes	No
h)	Latest Three years of audited statements of account duly certified by Chartered Accountant	Yes	No
i)	Certificate of Satisfactory Work done in previous three work orders	Yes	No
j)	Any other Document(s)	Yes	No

- 7) I/We do hereby declare that the entries made in the tender document submitted are true to the best of my knowledge & belief.

I/We \_\_\_\_\_ (name of the authorised person)  
\_\_\_\_\_ (designation) \_\_\_\_\_ (name of Agency) hereby certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false the department of Food & Supplies and Consumer Affairs & Legal Metrology, U.T., Chandigarh shall have the right to terminate the agreement and to forfeit the earnest money/security money/Performance Bank Guarantee and to disqualify me/us for carrying out any business with the department or any other agency without giving any notice. The department may initiate legal action against me/us, if the above information is found incorrect or false.

Yours faithfully,

**(Name & Signature of tenderer with seal)**

**SCOPE OF WORK AND OTHER GENERAL TERMS AND CONDITION**

- i. The contracting agency/ies will ensure quality and quantity while Lifting/Transportation of Wheat from FCI, Punjab (Within 50 Kms) and unloading & storage of the same at own premises or designated points at Chandigarh and submit certificate in this regards.
- ii. The successful bidder shall have to lift 8236.08 MTs of Wheat from FCI, Punjab (Within 50 Kms) within the time limit fixed by the GoI.
- iii. Wheat bags of 50 Kg have to be converted into pack of 30 Kg including cost of bags, packing, stitching and stamping of logo of Chandigarh Administration wherever required, and distribute it among the 63,000 approx. registered Priority Households (PHH) and Antyodaya Anna Yojna (AAY) families as per the beneficiary list in different parts of the city. The distribution of food grains of six months will be disbursed in one go @ 30Kgs per person for the period April, 2022 to September, 2022.
- iv. Uploading of required quantity bags of Wheat in vehicles for further distribution.
- v. Distribution of said bags to the end user door step which includes transportation and labour cost as per the distribution calendar finalized by the department. The list of households (PHH and AAY) will be provided by the department.
- vi. The selected agency must ensure the daily output of about 15,000 packed bag of 30Kgs wheat each.
- vii. The selected agency shall be bound to operationalize and manage as many distribution centres as decided by the department.
- viii. The selected agency must depute 1 supervisor and 1 helper at each distribution centre and atleast 02 labourers per vehicle for distribution of wheat.
- ix. The contracting agency has to paste 2 banners and 1 standee at the distribution centre and 1 banner at distribution vehicle as per size provided by the deptt.
- x. The distribution has to be done through Mobile App. which shall be provided by the Department of Food & Supplies and Consumer Affairs & Legal Metrology, UT, Chandigarh.
- xi. Distribution points will be finalised by the contracting agency/ies strictly with the consultation of Department of Food & Supplies and Consumer Affairs & Legal Metrology, UT, Chandigarh.
- xii. The watch and ward responsibility of the points of distribution/storage will solely lie with the contracting agency.
- xiii. The timeline for above distribution work will be from date of work order up to 30<sup>th</sup> September, 2022 or till the completion of the work order in full satisfaction. It may be extended as per directions of Government of India for PMGKAY from time to time.
- xiv. During the public holidays or any festival season except 15<sup>th</sup> August, the contracting agency will be sole responsible for providing the adequate number of labourers and vehicles for lifting and distribution of food grains.
- xv. The contracting agency/ies will have to follow & ensure the distribution work strictly as per the schedule decided by the Food and Supply department.
- xvi. The quantity of above items may increase or decrease as per availability of beneficiaries.
- xvii. The contractor/s shall be responsible for the safety of the goods/quality and quality of foodgrains from the time they are loaded on their delivery vehicles from FCI godown, till it is distributed to the registered beneficiaries.
- xviii. The contracting agency/ies shall be liable to make payments to the department, equivalent to the value of any loss, shortages or damage during transit. The decision of the department in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contracting Agency. The department will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the Contracting Agency for such loss and the amount to be recovered from them.
- xix. The contracting agency/ies shall provide sufficient number of tarpaulins for each vehicle to cover the bags of food grains under PMGKAY. The contracting agency/ies

shall be responsible, if the food grains are damaged by rain or any other way or to take reasonable precautions.

- xx. The contracting agency/ies shall strictly abide by all rules and regulations of Chandigarh Administration i.e., Transport /Police/Municipal Authorities or any other related Govt. regulations.
- xxi. If any contracting agency/ies undertakes transportation from any vehicle which is not permitted under Motor Vehicle Act for transportation work, the department is competent to terminate the contract or forfeit the security money. Other action for recovery shall also be taken. The vehicles engaged by the contracting agency/ies shall be registered as a transport vehicle, as per the provisions of law.
- xxii. The tender shall remain valid for acceptance upto and including of 150 days from the date of opening of tender or to the extension of said date for further 60 days. In case any tenderers withdraw the tender before the validity period, the earnest money deposited, shall be forfeited without giving any notice.
- xxiii. The contracting agency/ies will have to execute all the work to the full satisfaction of the department and should obey directions for proper execution of the contract.
- xxiv. The contracting agency/ies will lift food grains from FCI after verifying the quality and weight of the foodgrains and store in the godown located at Chandigarh only. The contracting agency/ies will be responsible for delivery of quality food grains in correct weight.
- xxv. The Contracting Agency shall be required to install Global Positioning System (GPS) in the vehicles which will be used for transportation of foodgrains from FCI Godown to Storage premises of contracting agency and from storage premises/godown to the distribution centres. The contracting agency shall share the credentials for the same with the Department well before the start of the distribution process.
- xxvi. The Contracting Agency shall be required to install CCTV Cameras at the storage point and at all the distribution centres with facility of live feeding and preserve the backup of recordings to ensure that all the packing, storage and distribution etc. is smoothly executed. The contracting agency has to store all the live footage of distribution period from April, 2022 to September, 2022 and give access to all the authorized officers as directed by the department.
- xxvii. The contracting agency shall have atleast three years of experience of distribution/supply of goods.
- xxviii. The contracting agency should put in service adequate number of vehicles for timely supply of food grains. In case the contractor fails to provide the adequate number of vehicles at any given time for transportation of food grains, the department shall be competent to hire and arrange transportation from other sources at the entire risk and cost of the contractor by giving a prior notice to the Contracting Agency, being time bound programme to ensure uninterrupted supplies of food grains.
- xxix. The contracting agency shall have to make own arrangement for giving supplies of food grains to the places designated by the department on 100% weightment basis. Also, the contractor will maintain his separate stock register for the delivery of food grains. The contractor shall give the delivery to the registered beneficiaries at the place designated by the department for which he will be solely responsible.
- xxx. The contracting agency must get themselves fully acquainted with terms and conditions of tender, location(s) of lifting, loading, unloading, packing, weightment, delivery and distribution points etc. before submission of tender or rates. Once a tender is submitted it shall be deemed that tenderer/s have fully acquainted themselves with the terms and conditions and other general information.
- xxxi. The contracting agency should not incorporate any condition in the tender, as conditional tenders are liable to be rejected.
- xxxii. In case of any diversion, change in quality or quantity of food grains the department shall take criminal action against the contractor. The cost of such material will be recovered at the prevailing market or FCI rates, whichever is higher, alongwith interest. Besides this, an FIR shall also be lodged. If any criminal proceedings are started against the contractor or the police arrest the contractor, the department shall be competent to terminate the contract and forfeit his security deposit. The work for the remaining period shall be completed from other sources, without giving any notice.

- xxxiii. The contracting agency shall abide by all the directions/ instructions issued by the Chandigarh Administration from time to time, apart from specific terms and conditions agreed by the parties.
- xxxiv. The contracting agency shall always be bound to act with reasonable diligence and in business-like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- xxxv. The contracting agency will be responsible for his workmen/employees for any deed done by them.
- xxxvi. The overall lowest tender will be the criteria for finalization of the tender.
- xxxvii. In case failure to abide by the above terms & condition, the work shall be got done at the risk and cost of the bidders.
- xxxviii. The Department may extend the tender beyond 6 months as per the existing terms and conditions, if this PMGKAY Scheme is extended by the Government of India.
- xxxix. If the selected agency fails to supply the food grains in terms of quality, quantities or if there is any diversion and violation of terms and conditions of this tender document, then the department will initiate the action of black listing, de-bar the contractor as per the notification issued by Chandigarh Administration vide notification no. 1927-F&PO(3)-2009/1170 dated 27<sup>th</sup> February 2009 and also as per GFR.

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**GENERAL TERM AND CONDITIONS OF THE E-TENDER**

The terms and conditions of tender for appointment as Agency for Transportation, providing Labour for Loading, Unloading, Weighment, Handling, Transporting, conversion of repackaging as per requirement intimated by the department of Food and Supplies and Consumer Affairs, U.T., Chandigarh upto distribution, providing doorstep delivery of dry ration for four months in one go under PMGKAY at the designated places within the jurisdiction of Chandigarh.

The work is to be undertaken by Department of Food & Supplies and Consumer Affairs, U.T., Chandigarh from FCI, Punjab (Within 50 Kms) to the doorstep of beneficiaries falling in UT Chandigarh. The timeline for completion of above distribution work will be by end of September, 2022. It may be extended as per directions of Government of India from time to time or decided by the U.T. Administration/Department of Food and Supplies.

1) **Definition**

- dmv
- i) The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and schedules, acceptance or tender and such general and special conditions as may be added to it.
  - ii) The term 'Committee' means committee constituted by the department of Food & Supplies and Consumer Affairs, UT, Chandigarh to complete the process of tender.
  - iii) The term 'Department' wherever occur shall mean the Department of Food & Supplies and Consumer Affairs, UT, Chandigarh and which include its Secretary, Director, Additional Director or any other competent officer acting on his behalf.
  - iv) The term "Tenderer" shall mean and include the person and persons, Officers/Officials/Agency of Government Organizations/PSUs/ Entity established under Multistate Cooperative Society Act, 2002 having presence in atleast 05 States including U.T., Chandigarh/ Board or Corporations who have read and understood the terms and condition of tender.
  - v) The term 'Contracting Agency' shall mean and include the person or persons, Officers/Officials of Government Organizations/PSUs/ Entity established under Multistate Cooperative Society Act, 2002 having presence in atleast 05 States including U.T., Chandigarh/ Board or Corporations with whom the contract has been placed.
  - vi) The term 'Services' shall mean the performance of any of the items of work enumerated in the Tender, additional and incidental duties, services and operations as may be indicated by the Department.
  - vii) The term 'Contract rates' shall mean the rates of payment offered by the Agencies accepted by the Committee constituted for the purpose.
  - viii) The term 'Godown' shall mean and include storage point which has to be provided by the Contracting Agency for storage of Wheat as per standard guidelines applicable.
  - ix) The term 'Food Grains' shall mean and include Wheat or any such item which is to be distributed under PMGKAY or any other scheme launched by the GOI or State/UT Government.
  - x) The term 'Vehicle' wherever occurs shall mean mechanically driven commercial vehicles such as lorries, truck, matador, jeep, auto rickshaw etc. used for carrying the goods and shall exclude animal driven carts etc.
  - xi) The selected agency must depute 1 supervisor and 1 helper at each distribution centre and atleast 02 labourers per vehicle for distribution of wheat



2) **Objects of the Contract/Work:-**The contract/work includes the Transportation, Labour, Loading, Unloading, Stacking, Handling, Packing, Weighment & distribution of the food grains to be delivered/distributed, as assigned by the department such as Wheat to all the beneficiaries as per entitlement and to any other place designated by the department directly from FCI, Punjab (Within 50 Kms) or Godowns/designated points as prescribed by the department.

3) **Parties to the Contract:-** The parties to the contract are the Director Food & Supplies and Consumer Affairs, UT, Chandigarh or any other competent officer acting on his/her behalf and the contracting Agency/ies.

4) **Volume of Work:-**Presently estimated 8236.08 MTs Wheat is to be lifted and distributed among the registered beneficiaries covered under the scheme. The quantity of above items may increase or decrease as per availability of beneficiaries.No definite volume of work to be performed can be guaranteed during the currency of contract. The department will also have exclusive right to appoint one or more contracting Agency at any time during the tenure of contract for any or all services. No claim shall lie against the department by reason of such division of work.

5) **Information about Tenderer/s:-** The tenderer/s must furnish full, precise and accurate details in respect of information asked for in Annexure-I attached to the tender form.

6) **Signing of tenders:-**Person or persons on behalf of Government Organizations/ PSUs/ Entity established under Multistate Cooperative Society Act, 2002 having presence in atleast 05 States including U.T., Chandigarh/ Board or Corporations signing the tender shall state in what capacity he/she is or they are signing the tender.

7) **Earnest money:-** Each tender application must be accompanied by an earnest money amounting to Rs. 13,00,000/- in the form of bank draft issued by any scheduled bank, in favour of the **DDO Food & Supplies and consumer Affairs UT, Chandigarh**. The EMD must be submitted in physical form in the office of Food & Supplies Department(below RLA office) at Sector 17, U.T., Chandigarh prior to the closing date of submission of tender.The tenders not accompanied by earnest money in the form prescribed above, shall be summarily rejected. The earnest money shall be liable to be forfeited, if the tenderer/s, after submitting his tender rescind from or modifies his offer after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the department under the contract and law. The earnest money will be returned to all unsuccessful tenderer/s, as soon as practicable, after decision on tenders and to a successful tenderer/s, after he has furnished a security deposit. No interest shall be payable on the amount of earnest money.

8) **Security deposit:** - The successful tenderer shall furnish security deposit within 72 hours of the acceptance of his tender and is conveyed by the department. The security deposit shall be in the form of Bank Guarantee amounting equal to 5% of the award amount valid atleast for seven months, from any scheduled bank and is to be deposited with the department and the same shall be refunded to the contractor/s on satisfactory performance of the services and on completion of all obligations by the contractor as per the terms and conditions of the contract and on submission of a no dues certificate (NDC). The refund is subject to such deduction as may be necessary for making up of the claims against the contract. The security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender document and the department will not be liable for payment of any interest on the security deposit or any depreciation thereof.

9) **Eligibility Criteria and Documents to be attached with Tender**

- i. The tenderer/s should submit tender online, duly filled in complete, as specified in the general terms & conditions. The tenderer/s shall sign on each page of tender form. All credentials, documents and copies of certificate/information called for shall be scanned and uploaded Chandigarh Administration's website i.e., <http://etenders.chd.nic.in> as per tender document. Incomplete tenders in any form will be ignored/rejected by the Committee. The tenderer/s must furnish complete, precise and accurate details in respect of information sought in the tender form. All credentials, documents and copies of certificate/information called for would be submitted as per tender document.
- ii. Turnover having minimum Rs. 6 crore per annum for last three years.
- iii. Experience of three years in distribution/supply of goods.
- iv. Bank Draft for Earnest money
- v. PAN Card of Agency
- vi. TAN No.
- vii. GST No.
- viii. Affidavit as per Annexure I-'B'
- ix. Latest three years of audited statements of account duly certified by Chartered Accountant
- x. Certificate of satisfactory work done in previous 3 work orders
- xi. Any other document(s)

10) **Delivery of tender:-** The tender shall be uploaded on the Chandigarh Administration website i.e., <http://etenders.chd.nic.in>

11) **Opening of Tender:-**

- a) The Agency will submit the e-tender(s) on the Chandigarh Administration's website i.e., <http://etenders.chd.nic.in>.
- b) The eligible Government Organizations/PSUs/ Entity established under Multistate Cooperative Society Act, 2002 having presence in atleast 05 States including U.T., Chandigarh/ Boards or Corporations for the above said tasks may apply online on the above URL on or before 30.05.2022 upto 11.00 am.
- c) The bids will be submitted in two bid systems i.e., technical bid (Annexure-I) & financial bid (Annexure-II). The tentative calendar of events/timelines for completion of bidding activities will be as under:

1	Last date of submission of tender	30.05.2022; 11:00 hrs
2	Opening of tender/technical bids	30.05.2022; 11:30 hrs
3	Opening of financial bids of only those Tenderer who qualify in technical bid stage	30.05.2022; 14:00 hrs

- d) The Department of Food & Supplies and Consumer Affairs reserve the right to reject any or all the tender(s) or cancel the tender(s) at any time without assigning any reason. The overall lowest tender will be the criteria for finalization of the tender.
- e) The tenders will be opened by the committee as per the date and time indicated in tender form. The tenderer will be at liberty to be present in person, at the time of opening of tender. However, if due to some unavoidable circumstances the tender cannot be opened as per fixed schedule date and time, the revised schedule shall be intimated to tenderer by the department through email, accordingly.

12) **Scrutiny of the Tenders:-**The scrutiny of tender shall be done by the committee. Necessary clarification required by them shall be furnished to the tenderer during the opening of tenders. It should be clearly understood by the tenderer that no opportunity shall be given to them to modify or withdraw tender at a stage when the contract rates are known to all tenderer/s. The department shall prepare all the proceedings of the finalization of the tender online.

13) **Corrupt Practices :-** Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer/ official of the department shall (in addition to any criminal liability which the tenderer may incur) debar his tender form being considered and the earnest amount deposited by the tenderer would be forfeited.

Canvassing on the part on behalf of the tenderer will also maketheir tender liable to rejection.

- 14) **Acceptance of tenders:-** The department reserves the right to reject any or all tenders without assigning any reason. In case the lowest tenderer fails to deposit the security or also fails to execute agreement within 72 hours of the issue of the acceptance letter by the department, the earnest money/security deposit shall be forfeited without any further notice and the department shall consider to award the contract to the next lowest party or inviting fresh tenders, in any case as deemed fit.
- 15) **Rates:**
- i) The rates should be quoted for complete scope of work as per tender document including lifting, packing and distribution of ration in Rupees per Metric Tonnes (MT), inclusive of all taxes and toll taxes and no subsequent enhancement shall be entertained on any account.
  - ii) The bidder should quote the rates in whole Indian Rupees only and not paisa.
  - iii) In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest Contracting Agency will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be. The lowest tender shall be decided on the basis of revised offers. In case any of such contracting agency refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and earnest money shall be forfeited. If the revised tendered amount of two or more contractors/Agencies received in revised offer is again found to be equal the lowest tender amount such Contracting Agency shall be decided by draw of lots in the presence of competent authority.
- 16) **Liability of Contracting Agency, including losses etc., suffered by the department:-** The Contracting Agency shall be liable for all costs, damages, charges and expenses suffered or incurred by the department due to the contractor's negligence and undue performance of any services under this contract. The decision of the department in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contracting Agency. In the event of the security being insufficient or if the security has been wholly forfeited the balance of the total sum recoverable as the case may be, shall be paid by the Contractor on the terms and conditions, as fixed by the department.
- 17) **Payment:** Payment shall be made by the department on the basis of actual distributed quantity to the DBT beneficiary only after the submission of bills to the department, duly supported and verified by concerned officers/officials of the department on the basis of rates quoted in financial bid and accepted by the department concerned. The Agency will submit 1<sup>st</sup> bill only after completion of 50% of work. Final bill will be accepted only after completion of satisfactory execution of work and the payment shall be released after the date of receipt of duly verified bills.

- 18) **Laws governing the contract:** The contract will be governed by the rules, regulations and laws applicable and for the time being in force. The agencies having exemption of Income Tax, GST must submit certificate in its support. In case of any dispute/recoveries, not resolved/recovered at the level of Department of Food & Supplies and Consumer Affairs, U.T., Chandigarh, the same will be adjudicating under the relevant provision of Arbitration Act 1996. The venue of arbitration shall be only at U.T., Chandigarh (India).
- 19) **Deduction of Income Tax or any other tax:-** Deduction of Income Tax or any other Tax and Surcharge, if any, applicable shall be made at source as per law in force by the department.
- 20) **Period of Contract:-** The contract shall remain enforce for a period till September, 2022 or till the completion of work order in full satisfaction whichever is later/as may be decided by the department as per directions of the Government of India or by the State/UT subsequently. The department may extend the period of contract further beyond the original contract period on same rates and terms and conditions if this PMGKAY Scheme is extended by the Government of India. The contractor has to agree to work accordingly.
- 21) **Summary Termination:-** In the event of the contractor having been declared insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the department shall be at liberty to terminate the contract without prejudice or any other rights under the contract and to get the work done for the remaining period of contract at the risk and cost of the Contracting Agency and to claim from the Contracting Agency entire loss sustained or costs incurred to the department. In case any FIR is lodged against the contractor on account of diversion, misappropriation or mishandling of food grains under TPDS, prior approval of the Director Food & Supplies and Consumer Affairs, UT, Chandigarh is sufficient to terminate the contract and to forfeit the security deposit. Any other action for recovery shall also be taken.
- 22) **Inspections and Penalty:** The Food & Supplies Department or its representative or representative of Chandigarh Administration shall always have the right and liberty to do surprise inspection(s) of the Stocks at the designated premises or at the points of loading or distribution or vehicles carrying foodgrains by the Agency. In case of default the following penalty will be imposed:

S. No	Activity	Penalties (In Rs.)				
		1 <sup>st</sup> Occasion	2 <sup>nd</sup> Occasion	3 <sup>rd</sup> Occasion	4 <sup>th</sup> Occasion	5 <sup>th</sup> Occasion
1	Standees/Banners not pasted at the designated locations and/or vehicles used for transportation	500 per standee/banner per centre	1000 per standee/banner per centre	1000 per standee/banner per centre	1000 per standee/banner per centre	1000 per standee/banner per centre
2	Minimum 02 numbers laborers not present at distribution location	500 per labor per centre	1000 per labor per centre	1000 per labor per centre	1000 per labor per centre	1000 per labor per centre
3	Weighing Scale not provided at Distribution Centres	200 per Weighing Scale per centre	400 per Weighing Scale per centre	600 per Weighing Scale per centre	800 per Weighing Scale per centre	1000 per Weighing Scale per centre
4	Vehicles not reached the distribution premises before 9:30 AM	500 per centre	1000 per centre	1500 per centre	2000 per centre	2500 per centre
5	Supervisor not present at the distribution location	500 per centre	1000 per centre	1500 per centre	2000 per centre	2500 per centre
6	CCTV not installed at the Distribution Centres and Godowns	500 per centre	1000 per centre	1500 per centre	2000 per centre	2500 per centre
7	GPS not installed on vehicles	500 per vehicle	1000 per vehicle	1500 per vehicle	2000 per vehicle	2500 per vehicle
8	Quality of foodgrains is not as per the FCI	22 per Kg	30 per Kg	Termination of Contract		

Specifications.						
9	Quantity of foodgrains is not as per the instructions of the Gol/Deptt.	5000 per centre and action will be taken as per LM Act. As well	10000 per centre and action will be taken as per LM Act. As well	Termination of Contract		
10	In case of shortage of bags as per daily requirement	1000 per centre	2000 per centre	3000 per centre	4000 per centre	5000 per centre
11	Dedicated space for storage of foodgrains under PMGKAY Scheme to prevent the intermingle/mixing of Stock received under PMGKAY Scheme with any other Stock.	1000 per day				
12	Failure to comply with the terms & conditions of the tender document except cases covered under points 1 to 11 above	1000 per day	2000 per day	3000 per day	4000 per day	5000 per day

23) **Godown:** The contracting agency will ensure sufficient and dedicated storage space within Chandigarh for the foodgrains which will be received by FCI under PMGKAY. The contracting agency will not mix any food grain in the food grain stock received under PMGKAY. If found doing so, it will tantamount to change in quality of food grain which shall result in criminal action against the contracting agency/contractor. The contracting agency will be duty bound to inform the Food & Supplies and Consumer Affairs & Legal Metrology, Chandigarh Administration regarding the detailed address(es) of the storage location(s).

24) The contracting agency will ensure the safe and proper storage of lift over foodgrains till the satisfactory completion of the PMGKAY or the department takes the custody of foodgrains whichever is later.

25) The contracting agency will distribute the foodgrains to the beneficiaries after full satisfaction of the beneficiary by showing the foodgrains/wheat to him. For this purpose weighing scales and tarpaulin shall be arranged at all distribution locations so that exact quantity of foodgrains could be provided to each beneficiary.

26) The contracting agency shall ensure compliance of the guidelines issued w.r.t. contain COVID-19 pandemic by Chandigarh Administration and Govt. of India from time to time.

27) **The tenderer shall furnish an affidavit, given as per Annexure I- 'B'.**

28) **JURISDICTION:** The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

(Name & Signature of tenderer with seal)

**Note: All pages of the tender should be signed with Seal before uploading on the e-tenders site.**

**AFFIDAVIT**

I/We \_\_\_\_\_ (name of the authorised person)  
\_\_\_\_\_ (designation) \_\_\_\_\_ (name of Agency) having registered office  
at \_\_\_\_\_ on behalf of the Agency do hereby solemnly affirm and  
declare as under:

1. That the information furnished by me/us/Agency is correct and true and in the event of any information is found to be incorrect/false the department shall have the right to terminate the agreement and to forfeit the earnest money/security money and to disqualify me/us/Agency for carrying out any business with the department or any other agency without giving any notice. The department may initiate legal action against me/us/Agency, if the above information is found incorrect or false.
2. That the deponent(s) is/are neither blacklisted by the Union Government/State Government nor any Partner/shareholder of a black-listed firm/company is directly or indirectly connected with or has any subsisting interest in business of my/our firm otherwise liable for action in accordance with Chandigarh Administration letter No. 1927-F&PO(3)2009/1170, dated 27.2.2009.
3. That the services being provided by the transporter/firm of the deponent/ Agency has never been adjudged to be bad/ improper/ inefficient by any institution/ Govt. Office/ Department/ Boards/ Corporation and Society administered and controlled by the Govt.
4. That the deponent Agency has always complied with the statutory requirements of Service Tax etc. I /we have always deposited the said dues of GST/Income Tax etc. with the respective authorities/ office department without any delay and default.
5. That no case for violation, default or non-deposit of such statutory dues to the concerned authorities is pending with any office/ department/court or any other adjudicating authority established by law for any delay or default of the deponent.
6. That the particulars/ facts mentioned in my/our tender document for Distribution of Food-grains under PMGKAY are true and correct.

ams

Deponent \_\_\_\_\_  
Address \_\_\_\_\_

Verification:-

Verified that the contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Place

Dated, the

Deponent \_\_\_\_\_

**Note: (To be furnished on Non-judicial paper duly self-attested by the authorised person of the Agency)**

**Financial Bid**

Last Date of online uploading of Tender: 30.05.2022 11:00 hrs  
Date and time of opening of tender: 30.05.2022 11:30 hrs  
Opening of Financial Bid: 30.05.2022 14:00 hrs

To

The Director, Food & Supplies and  
Consumer Affairs & Legal Metrology,  
U.T., Chandigarh

I/We hereby submit the tender for "**Distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna**" for door step delivery of food grains under PMGKAY from the FCI, Punjab (Within 50 Kms) to the place designated by the department at the rates quoted below.

Sr.No.	Description of Work (Delivery of food grains)	Rates (in Rs.) inclusive of GST/Freight/Ferries/Cess etc	Toll/
1	Transportation (Loading & Unloading) (per MT)		
2	Labour (Unpacking, Packing, Stitching, Loading, Unloading & Distribution) (per MT)		
3	Distribution of Wheat (per MT)		
4	Total Rate (per MT)		

I agree to keep the offer open for acceptance upto and inclusive of 150 days from the date of opening of the tender, or to the extension of said date for further 60 days in case it is so decided by the Food & Supplies and Consumer Affairs & Legal Metrology Department, UT, Chandigarh.

I understand and agree to the term that the overall lowest tender will be the criteria for finalization of the tender as per conditions mentioned in General Term and conditions of the tender

Yours faithfully,

(Name & Signature of tenderer with seal)