

**EMPANELMENT OF AGENCIES FOR
TRANSPORTATION, PROCESSING,
PACKAGING AND DELIVERY OF PACKAGED
RICE FOR DISTRIBUTION UNDER 'MUKHYA
MANTRI GHAR GHAR RATION YOJNA' OF
GNCTD**

2020

TENDER Reference Number: Bid I.D. No. 2020_DSCSC_195753_1

TENDER Issuing Date: 19/10/2020



Delhi State Civil Supplies Corporation Ltd.
Aapurti Bhawan, 7-9, Aram Bagh, Paharganj,
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DISCLAIMER

The information contained in this TENDER or subsequently provided to potential Bidders, whether verbally or in documentary or any other form by or on behalf of the Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an offer by Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi but an invitation to receive electronic proposals/ e-bids from interested and eligible agencies for Empanelment towards transportation, processing, packaging and delivery of packaged Rice upto storage godown of Doorstep Distribution Agency for distribution under 'Mukhya Mantri Ghar Ghar Ration Yojna' of Govt of NCT of Delhi. No contractual obligation whatsoever shall arise from the TENDER process unless and until a formal contract is signed and executed between DSCSC and the Agencies.

This TENDER includes statements, which reflect various assumptions and assessments arrived at by the Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi in relation to the Empanelment of Agencies for transportation, processing, packaging and delivery of packaged Rice upto storage godown of Doorstep Distribution Agency for distribution under 'Mukhya Mantri Ghar Ghar Ration Yojna' of the Government of NCT of Delhi. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This TENDER may not be appropriate for all persons, and it is not possible for the Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER and obtain independent advice from appropriate sources.

The information provided in this TENDER to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Delhi State Civil Supplies Corporation Ltd, Government

Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Packed Rice for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna' of GNCTD

of NCT of Delhi accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in this bid stage.

The Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER.

The Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER.

The issue of this TENDER does not imply that the DSCSC is bound to select a Bidder or to appoint the successful Bidder or Miller, as the case may be, for empanelment. Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its e-bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi or any other costs incurred in connection with or relating to its e-bid. All such costs and expenses will remain with the Bidder and the Delhi State Civil Supplies Corporation Ltd, Government of NCT of Delhi shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-bid, regardless of the conduct or outcome of the tendering process.

This TENDER is being issued with no financial commitment and Delhi State Civil Supplies Corporation Ltd reserves the right to withdraw the TENDER and change or vary any part thereof or foreclose the same at any stage.

Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Packed Rice for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna' of GNCTD

Abbreviations

Sl. No.	Abbreviation	Explanation
1.	BG	Bank Guarantee
2.	BIS	Bureau of Indian Standards
3.	BOPP	Biaxially Oriented Polypropylene
4.	CCTV	Closed Circuit Tele Vision
5.	DD	Demand Draft
6.	DSC	Digital Signature Certificate
7.	DHD	Direct to Home Delivery
8.	DSCSC	Delhi State Civil Supplies Corporation Ltd.
9.	EMD	Earnest Money Deposit
10.	FCI	Food Corporation of India
11.	FEAST	Food & Essential Commodities Assurance & Security Target Allocation & Supply Chain Management for PDS
12.	FSSAI	Food Safety and Standards Authority of India
13.	GoI	Government of India
14.	GPS	Global Positioning System
15.	GST	Goods and Services Tax
16.	GNCTD	Government of National Capital Territory of Delhi
17.	HDPE	High Density Polyethylene
18.	IS	Indian Standards
19.	L1	Lowest Bidder
20.	M/c	Machine
21.	MCD	Municipal Corporation of Delhi
22.	MMGGRY	Mukhya Mantri Ghar Ghar Ration Yojna
23.	MT	Metric Tonne
24.	NABL	National Accreditation Board for Testing and Calibration Laboratories

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25.	NCT	National Capital Territory
26.	NFSA	Nation Food Security Act
27.	NIB	Notice Inviting Bids
28.	NIC	National Informatics Centre
29.	OMS	Open Market Sale
30.	PBG	Performance Bank Guarantee
31.	PDS	Public Distribution System
32.	PoS	Point of Sale
33.	PP	Poly Propylene
34.	PPE	Polyphenylene Ether
35.	Qtls	Quintals
36.	RFP	Request for Proposal
37.	RO	Release Order
38.	SFA	Specified Food Articles
39.	TPDS	Targeted Public Distribution System
40.	UT	Union Territory
41.	WFA	Wheat Flour (Atta)

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Notice Inviting e-Bids (NIB)

TENDER Reference No.: Bid I.D. No. 2020_DSCSC_195753_1

Date: 19/10/2020

Delhi State Civil Supplies Corporation Ltd. (DSCSC), Government of NCT of Delhi invites electronic bids (e-bids)/proposals from the empanelment of qualified Bidders located in Delhi to dedicated work for DSCSC and carry out following activities:

1. Transportation of NSFARice packed in bags of different sizes on principal to principal basis from FCI Godowns located in National Capital Territory of Delhi to the place of dedicated Rice processing (cleaning and packaging) unit.
2. Cleaning of Rice to ensure it does not contain any impurities or foreign substance.
3. Packaging of Rice in different sizes at dedicated unit as per the requirement of DSCSC
4. Delivery to packaged Rice from the dedicated Rice processing unit to storage godown of Doorstep Distribution Agency as per the delivery scheduled agreed between the Bidder and the doorstep delivery agency storage location.

 <p>delhi.gov.in Govt. of NCT of Delhi</p>	<p>General Manager Delhi State Civil Supplies Corporation Ltd. Aapurti Bhawan, 7-9, Aram Bagh Paharganj New Delhi – 110055 Phone: 011- 61363504, 61363508 E-Mail: pds.dscsc@gmail.com</p>
<p>Empanelment of Bidders for transportation, processing, packaging and delivery of packaged Rice upto storage godown of Direct to Home Distribution (DHD) Agency for distribution under 'Mukhya Mantri Ghar Ghar Ration Yojna (MMGGRY) for a period Three (3) years from the date of Award of Contract</p>	
<p>TENDER Document Fee</p>	<p>Nil</p>
<p>Earnest Money Deposit (EMD)*</p>	<p>EMD is based on the per day capacity of the Agency, as below:</p> <ul style="list-style-type: none">• For Bidders having processing (cleaning and packaging) capacity of 20 MT/day: INR 4,00,000 (Rupees Four Lakhs Only)• For Bidders having processing (cleaning and packaging) capacity up to 50 MT/day: INR 9,00,000 (Rupees Nine Lakhs Only)• For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above: INR 18,00,000 (Rupees

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	<p>Eighteen Lakhs Only)</p> <p>The EMD is payable through NEFT/RTGS or Bank Guarantee</p> <ul style="list-style-type: none"> The e-procurement system display EMD as INR 4,00,000 (Rupees Four Lakhs Only) as minimum, however based on Bidder's per day capacity, bidder need to submit suitable EMD amount
Date of Publishing the NIB	19/10/2020
Last date of submission of Pre-Bid queries	12:00 Hours on 28/10/2020
Date, Time and Venue of Pre-bid Meeting	15:00 Hours on 29/10/2020 State Council of Educational Research and Training (SCERT) Conference Room, Varun Marg, Block C, Defence Colony, New Delhi-110024 e-Mail ID: pds.dscsc@gmail.com
e-Bid Submission Start Date and Time	15:00 Hours on 20/10/2020
e-Bid Submission End Date and Time	15:00 Hours on 17/11/2020
Date and Time for Submission of EMD	15:00 Hours on 17/11/2020 Online Submission
Technical Bid Opening Date and Time	15:30 Hours on 17/11/2020
Financial bid Opening Date and Time	To be communicated to the technically qualified Bidders at the later stage.
Websites for downloading the TENDER Document, Corrigendum's, Addendums etc.	Interested Bidders can download the TENDER Document from: https://govtprocurement.delhi.gov.in
Contact person name and contact details	Name: General Manager, DSCSC Address: Delhi State Civil Supplies Corporation Ltd., Aapurti Bhawan, 7-9, Aram Bagh, Paharganj New Delhi – 110055 e-Mail ID: pds.dscsc@gmail.com Phone No.: 011- 61363504, 61363508
Bid Validity	180 Days from the bid submission end date
* In case, a Bidder fails to pay EMD before 15:00 Hours on 17/11/2020, the Bid of the Bidder shall be rejected.	

All the Bidders are requested to have digital certificate and get themselves registered with the application service provider of NIC. The application service provider of NIC can be contacted for registration, training (if required) on any working day between 9.30 AM to 6.00 PM at:

HELP DESK

e-tendering System

6th Floor, C-Wing, Vikas Bhawan-II
(Near Metcalfe House), Civil Lines
DELHI - 110054

Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Packed Rice for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna' of GNCTD

(Monday-Friday 9.30 AM to 6.00 P.M.)

Ph No. 01123813523

1.0 Introduction

1.1 Overview of Targeted Public Distribution System in Delhi

Targeted Public Distribution System (PDS) is a food security system, established by the Government of India under the Ministry of Consumer Affairs, Food and Public Distribution and managed jointly with the State/UT Governments/Administrations, to distribute highly subsidized food grains to the economically weaker sections of the society. Under the PDS scheme the subsidized food grains (Wheat and Rice) and other essential commodities like Sugar, Salt, and non-food commodities like Kerosene are distributed through a network of Fair Price Shops (also known as ration shops) established across the state.

The operation related to Targeted Public Distribution System in the National Capital Territory of Delhi is managed by Department of Food and Supplies, GNCTD. The primary policy objective of the Department is to ensure food security for the state through timely and efficient procurement and distribution of essential commodities. This involves procurement of essential commodities, building up and maintenance of food stocks, their storage, movement and delivery to the distributing agencies.

In Delhi, the beneficiaries are basically divided under 3 categories namely PR, PRS and AAY card holders. The key statistics of Delhi under various heads are as following:

Ration Cards across the State		
Sr. #	Category	No. of Cards
1	Priority Household (PR Family)	15,12,535
2	Priority House-Hold State (PRS Family)	1,73,860
3	Antyodaya Anna Yojana (AAY Family)	68,468
Total		17,54,863

The Department of Food and Supplies on monthly basis distributes Rice, Wheat & Sugar to the intended beneficiaries. The quantity distributed on monthly basis in Delhi is given below:

Commodity Delivered & Distributed each month		
Sr. #	Commodity	Quintal/month (approx.)
1	Rice	75,552
2	Wheat	2,91,763
3	Sugar	684.68
Total		3,68,000

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Rice and Wheat are procured through FCI, whereas Sugar is procured through a centralized procurement process from respective wholesale suppliers. The commodities procured from respective sources are then lifted and moved to last mile distribution point (in the current scenario the last mile distribution points are Fair Price Shops). The distribution of commodities in Delhi is currently managed by a network of 2,000+ licensed Fair price Shops in Delhi which are appointed by the department in line with the Targeted Public Distribution System (TPDS) guidelines.

1.2 Overview of Mukhya Mantri Ghar-Ghar Ration Yojna

With an aim to reform the Targeted Public Distribution System (PDS) in Delhi and to ensure the targeted beneficiaries receive their monthly ration in a transparent manner with maximum ease, Delhi government has planned to launch a new scheme - 'Mukhya Mantri Ghar-Ghar Ration Yojna'. The scheme is aimed to make quality ration available at the doorstep of the beneficiary in a packaged form to ensure that the right quality and right quantity is being received by the beneficiary.

The 'Mukhya Mantri Ghar-Ghar Ration Yojna' scheme also involves distribution of Wheat Flour (Atta), instead of Wheat which is being distributed as a part of the existing NFSA scheme. Further, in under the proposed scheme, Rice will also be distributed to the beneficiary in packaged form after removing all kind of foreign objects/impurities. The new scheme is designed to ensure right quality or right quantity is being distributed at the doorstep of right beneficiary. The packaged quantity will have all kind of information related to the processing/manufacturing and expiry of commodity mentioned in the packet. This scheme is expected to be launched for all the 9 districts of Delhi simultaneously.

Under the scheme the Bidder will lift NFSA Wheat and Rice from the FCI depots. While the Wheat will be processed into Wheat Flour (Atta) and shall be made available for distribution in packaged form, the Rice will be cleaned and packaged prior to distribution to the end beneficiary. Post processing of WFA and Rice, the Bidder will lift and deliver the same packaged in master bag to the storage location of Direct to Home Delivery (DHD) Agency as per agreed schedule between the Bidder and DHD agency. The packaged WFA and Rice will then be distributed at the doorstep (direct to home) of the beneficiary by a DHD agent appointed by the department. The beneficiary will be informed 24 hours in advance for convenience and the distribution will take place based on the biometric verification of the beneficiary.

The scheme is expected to provide the following major benefits to the beneficiary:

- (a) The beneficiary need not have to visit FPS, as the ration will get delivered to his/her doorstep

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- (b) The beneficiary gets the WFA, instead of Wheat. This will save his/her time and money, that he/ she would otherwise spend on milling/processing.
- (c) The Rice is also cleaned for foreign objects and other impurities like dust, pebbles, etc.
- (d) The WFA, Rice and Sugar packets come with a manufacturing and expiry date to ensure freshness and quantity.
- (e) The complete grain is traced from source (FCI) to destination (beneficiary) using technology through CCTV, GPS, PoS Devices with biometric authentication etc.
- (f) The entire information shall be made available on real time basis to the department and Gol, which will help in prevention of waste and diversion of commodity under TPDS.

1.3 Overview of Delhi State Civil Supplies Corporation Ltd.

Delhi State Civil Supplies Corporation Ltd. (DSCSC) is a company registered under the Companies Act, 1956 and was incorporated by Govt. of NCT of Delhi on 14th November, 1980 with the objective of securing stability in prices and making available essential commodities at reasonable rates to the consumers and to promote, develop and improve, purchase, procure, process, transport, import, and export, distribution and sale of foodstuff, cement, coal, spirit and beverages, essential & consumable commodities.

To provide services and assistance of all kinds of the said commodities including capital, credit resources, technical and managerial services and advice and assistance, to promote the objects for which the company is established.

The Corporation has been successfully accomplishing the above tasks and has successfully intervened in the market and helped in stabilizing the prices of onion, potato, Atta and Palm oil in past whenever the market prices of these items had abnormally gone up.

The Corporation is thus servicing the Public Distribution Network under National Food Security Act in the National Capital Territory of Delhi. In addition, DSCSC is running Liquor Vends and Procurement & Distribution of Sugar under open market scheme.

1.4 Overview of DSCSC's Requirement

Delhi State Civil Supplies Corporation Ltd. (DSCSC) has been entrusted with the responsibility of implementation of Mukhya Mantri Ghar Ration Yojna which aims towards delivery of ration (SFAs/WFA) at the doorstep of the beneficiaries enrolled in the scheme proposed under targeted public distribution system. To implement the same, DSCSC is looking forward towards empaneling of qualified Bidder located in Delhi to dedicatedly work for DSCSC and carry out following activities:

Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Packed Rice for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna' of GNCTD

1. Lifting and Transportation of NSFA Rice packed in bags of different sizes on principal to principal basis from FCI Godowns of National Capital Territory of Delhi to the place of dedicated Rice processing (cleaning and packaging) unit.
2. Cleaning of Rice to ensure it does not contain any impurities or foreign substance.
3. Packaging of Rice in different sizes at dedicated unit as per the requirement of DSCSC
4. Delivery to packaged Rice from the dedicated Rice processing unit to storage godown of DHD (Direct to Home Distribution) Agency as per the delivery scheduled agreed between the Bidder and the DHD Agency storage location.

Managing the above processes completely shall be responsibility of selected Bidder in every manner.

The empaneled Bidder shall be required to lift and process the Rice from various godowns of FCI as shown below. The allotment of work to a dedicated unit will be carried out based on the capacity, subject to a maximum of 1 district per unit. However, in case if the total number of dedicated units are less than or equal to 9 in number and/or DSCSC is still left with some un-allocated quantity of commodity and the empaneled Bidders has spare processing capacity left with them, then DSCSC may decide on allocation of remaining district/quantity among the empaneled Bidders.

The empaneled Bidder shall be required to lift and process the Rice from various godown of FCI as shown below.

Sl. No.	Name of Godown	Rice (In qtls)*	Mapped Districts
1	Mayapuri	13916.27	New Delhi, South Delhi, South West Delhi, West Delhi
2	Ghevra	15769.93	North Delhi, North West Delhi, South West Delhi, West Delhi
3	Narela	21998.29	East Delhi, North Delhi, North East Delhi, North West Delhi
4	CTO Pusa	5293.80	Central Delhi, New Delhi, South West Delhi
5	Okhla	13064.60	East Delhi, New Delhi, South Delhi
6	Shakti Nagar	5071.35	Central Delhi, North Delhi
7	Total	75114.24	

* Allocation figure may change depending upon the allocation made by Department of Food & Supplies, GNCT of Delhi.

After processing of the Rice into packaged form the Bidder shall be responsible for delivery the packed Rice at the storage godown of DHD agency at circle level. The mapping of circles with the existing districts as per Department of Food and Supplies is mentioned in the table below.

Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Packed Rice for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna' of GNCTD

District	Circles
North West	C-1 (Narela), C-5 (Badli), C-6 (Rithala), C-7 (Bawana), C-8 (Mundka), C-9 (Kirari), C-10 (Sultan PurMajra), C-13 (Rohini)
North	C-2 (Burari), C-3 (Timarpur), C-4 (Adarsh Nagar), C-14 (Shalimar Bagh), C-15 (Shakur Basti), C-16 (Tri Nagar), C-17 (Wazirpur), C-18 (Model Town)
West	C-11 (NangloiJat), C-12 (Mangol Puri), C-26 (Madipur), C-27 (Rajoun Garden), C-28 (Hari Nagar), C-29 (Tilak Nagar), C-30 (Janakpuri), C-31 (Vikasपुरi)
Central	C-19 (Sadar Bazar), C-20 (Chandni Chowk), C-21 (Matia Mahal), C-22 (Ballimaran), C-23 (Karol Bagh), C-24 (Patel Nagar), C-25 (Moti Nagar)
South west	C-32 (Uttam Nagar), C-33 (Dwarka), C-34 (Matiala), C-35 (Najafgarh), C-36 (Bijwasan), C-37 (Palam), C-38 (Delhi Cantt), C-39 (Rajender Nagar)
New Delhi	C-40 (New Delhi), C-41 (Janagपुरa), C-42 (Kasturba Nagar), C-43 (Malviya Nagar), C-44 (R. K. Puram), C-50 (Greater Kailash), C-54 (Okhla)
South	C-45 (Mehrauli), C-46 (Chhatarpur), C-47 (Deoli), C-48 (Ambedkar Nagar), C-49 (Sangam Vihar), C-51 (Kalkaji), C-52 (Tughalkbad), C-53 (Badarpur)
East	C-55 (Trilokपुरi), C-56 (Kondli), C-57 (Patparganj), C-58 (Laxmi Nagar), C-59 (Viswas Nagar), C-60 (Krishna Nagar), C-61 (Gandhi Nagar), C-62 (Shahdara)
North East	C-63 (Seemapुरi), C-64 (Rohtas Nagar), C-65 (SeelamPur), C-66 (Ghonda), C-67 (Babarpur), C-68 (Gokalpur), C-69 (Mustafabad), C-70 (Karawal Nagar)

Mapping of Circle with Distribution District

2.0 Scope of Work for the Bidder

At present the Rice is being distributed under NFSA scheme to the citizens across 9 districts of Delhi viz, New Delhi, North Delhi, North West Delhi, West Delhi, South West Delhi, South Delhi, Central Delhi, North East Delhi, East Delhi through a network of Fair Price Shops. Delhi Government is now looking forward to rollout MMGGRY scheme for the NFSA beneficiary distributing as an alternate to the existing NFSA scheme wherein Rice will be distributed in clean and packaged form to all NFSA beneficiaries of Delhi who will opt for the MMGGRY scheme. In this regard, DSCSC is looking forward to empaneling Bidders who will work dedicatedly for DSCSC and will be responsible for lifting, transportation, cleaning, packing of Rice and delivering the packaged Rice at the storage location of Direct to Home (DHD) agency. The detailed scope of work of the Rice Processing Units covers the following activities:

2.1 Allocation of NFSARice to Bidder

- 2.1.1 DSCSC at the time of the award of the work will determine the monthly quantity of Rice to be allocated to the Bidder based upon the existing processing capacity, as verified by DSCSC at the time of bid evaluation. Bidder will acknowledge the receipt of allocation order of NFSA Rice to DSCSC.
- 2.1.2 The maximum quantity of Rice allocated to the successful Bidder at any given point of time will not be more than 25 days of the total production capacity. The final decision for the total allotment of NFSA Rice and the district/area to the Bidder will be the sole discretion of Delhi State Civil Supplies Corporation Ltd. No definite volume of work to be performed can be guaranteed during the occurrence of the contract.
- 2.1.3 The Bidder shall collect the copy of Release order issued by the DSCSC towards the lifting of allocated NFSA Rice from FCI godown. The allocation of NFSA Rice for the subsequent month to Bidder shall only be issued after satisfactory processing of NFSA commodities from the previous month's release order.
- 2.1.4 While making the allocation of NFSA commodities, work performance and the cost of transportation shall be given due consideration. DSCSC if required, depending upon the capacity of the Bidder can give 1 district to more than one Bidder but circle will not be divided among the Bidders.
- 2.1.5 The selected Bidder will work dedicatedly for Delhi State Civil Supplies Corporation Ltd. only.
- 2.1.6 The allocation order shall be provided to the Bidder along with the Lol/work order and thereafter on monthly basis after getting the allocation order from Department of Food, Supplies and Consumer Affairs GNTCD.

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- 2.1.7 These quantities are tentative, and Delhi State Civil Supplies Corporation Ltd. may change the same for administrative convenience, if required without assigning any reason whatsoever.

2.2 Lifting of Rice from FCI Godown and Transportation to Processing Unit

- 2.2.1 DSCSC will share the bulk release order issued by FCI with the Bidder. The Release order shall carry the name of the FCI Godown along with the quantity of Rice to be lifted by the Bidder. The lifting must be completed within the given time frame as mentioned in the bulk release order issued by FCI.
- 2.2.2 The schedule for lifting of commodities would be pre-determined by the DSCSC 15 days in advance of the forthcoming month. The details for the same would be communicated to the Bidder either by e-mail/telephone or any other medium of communication. The Bidder shall submit a detailed daily lifting plan towards lifting of the Rice in a format prescribed by the DSCSC beforehand through email or any other medium of communication.
- 2.2.3 The Bidder shall provide the necessary vehicles for transportation of Rice from FCI godown to Processing Unit as per daily lifting schedule shared with DSCSC.
- 2.2.4 The Bidder shall also deploy/appoint one supervisor/representative for each of the respective FCI Godown for coordinating and ensuring timely lifting of Rice from FCI godown. The supervisor/ representative should be available at the FCI Godown location at the time of lifting of Rice and will coordinate along the DSCSC Godown in charge.
- 2.2.5 The supervisor/ representative shall coordinate with DSCSC Godown in charge and FCI official in the selection of the stack for lifting of Rice.
- 2.2.6 The supervisor/ representative should check each stack of Rice in presence of Godown in charge or in charge official of DSCSC. The supervisor/ representative should also check that the allocated bag of Rice should be in proper condition, and none of the bag is torn or open and the bag or the Rice inside is not wet prior to loading in the truck.
- 2.2.7 The supervisor/representative will also collect and verify the quality of the sample of Rice shared from the stack and will carry the same for every truck load lifted from FCI. The sample obtained from FCI shall be preserved by the Bidder for a period not less than 3 months from the date of lifting of Rice.
- 2.2.8 After confirming the quality of the Rice as mentioned in above clause the Bidder shall do the labelling "For PDS in Delhi only" and "Name of Processing Unit" on each bag at the time of loading at FCI. The size of printing and quality of ink will be specified by DSCSC/Department of Food, Supplies and Consumer Affairs, GNCTD.

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- 2.2.9 The Bidder shall carry out the lifting and transportation of Rice packed in bags of different sizes on 1: 1 basis from FCI Godowns to the place of dedicated processing unit through GPS and CCTV fitted trucks.
- 2.2.10 The Bidder shall also collect the copy of the Delivery Challan issued by DSCSC and shall ensure the quantity lifted from the FCI godown matches with the delivery challan issued to the Bidder. Once the quantity is verified the Bidder should provide the acknowledgement on the delivery challan against delivery of Rice to DSCSC on the same day, positively.
- 2.2.11 Once the acknowledgement/confirmation is provided by the Bidder at the FCI Godown, the responsibility of NFSA Rice shall rest with Bidder. In case of any leakages/theft/loss/diversion thereafter of NFSA Rice, it will be the responsibility of the Bidder to make good for the loss of NFSA Rice.
- 2.2.12 In case, if the Bidder at the time of lifting of NFSA Rice finds out that the Rice inside the bag is wet/rotten or of inferior quality as against the sample supplied or there is a mismatch in the quantity specified in delivery challan/release order as against the weighment receipt then the Bidder should immediately inform and raise a grievance to DSCSC official. DSCSC and Department of F&S, GNCTD in coordination with FCI shall be responsible for dispute resolution. DSCSC shall not be held responsible for any replacement on account of bad quality / loss of weight of commodity after dispatch of commodity from the FCI godown.
- 2.2.13 The transport vehicles provided by the Bidder should be fitted with CCTV camera and GPS devices for the purpose of recording and monitoring the in-transit movement of vehicles. The Bidder shall bear the costs towards procurement, installation and maintenance (including operational cost) of CCTV camera and other equipment (Network Video Recorded (NVR) including local storage, cabling etc) and GPS device on all the vehicles used for the work of DSCSC.
- 2.2.14 The Bidder shall ensure that the CCTV cameras installed should comply with IP 67 rating and should have at least 2 Mega Pixel lens with inbuilt smart IR feature (during night) and a resolution of minimum 1080 pixels and should be able to record/detect/observe any movement within a minimum of 20 Meters of distance. The camera should be vandal proof to avoid any damage during transit.
- 2.2.15 The CCTV system (NVR) should have the capability to send live feed on mobile or web and should have an inbuilt storage to store the CCTV recording for a period of minimum 2 months from the date of recording.
- 2.2.16 The Bidder should ensure that if required the CCTV footage and the GPS tracks should be able to integrate with the DSCSC portal or any other portal identified by DSCSC for ready reference by the department.
- 2.2.17 The supervisor/representative of Bidder will demonstrate that the CCTV and GPS devices are in working condition to the Godown in charge before loading the vehicle. Apart from inspection, the Bidder should ensure that CCTV devices are switched-off

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when the vehicle is inside FCI premises. However, the moment the vehicle leaves FCI godown the CCTV devices should be switched on for in-transit recording purpose.

- 2.2.18 In case of malfunction of the CCTV camera or GPS device, the Bidder should immediately report to DSCSC and would be liable to replace the device immediately or within 48 hours of the reported malfunction. Only Vehicles with functional CCTV camera and GPS device will be allowed to operate for carrying the commodities. If in case, the aforesaid agreement is ignored by the Bidder, he/she would be liable for penal action of Rs 5000 per trip. DSCSC Godown in charge at FCI will report such incident to DSCSC and accordingly the amount will be deducted at the time of processing of Bidder's invoice. Repeated offences for the same would lead to blacklisting of the Bidder.
- 2.2.19 It would be mandatory for the Bidder to weigh empty and loaded vehicles at specified weighbridges and produce the weighing slip to DSCSC.
- 2.2.20 The loading of NFSA commodities in the trucks of Bidder at FCI Godown shall be ensured by FCI. The Bidder shall provide the requisite labors for unloading and stacking of NFSA Rice at the Rice processing unit.
- 2.2.21 Distance between the FCI Godown and the dedicated Rice processing unit will be as per the shortest motorable route and will be fixed at the time of allotment of work.

2.3 Storage of NFSARice

- 2.3.1 The Bidder shall store/stock NFSA Rice and packaged Rice preferably in separate Godowns and stack them in such a manner that bags can be counted easily and any stocking of private Rice or Packaged Rice in the Godown meant for NFSA Rice shall be deemed to be violation of tender and shall attract penal provisions.
- 2.3.2 The Bidder shall use a proper nomenclature towards the stack number of the NFSA Rice. This nomenclature must include the truck challan details issued by DSCSC to the Bidder at the time of issue of NFSA Rice from FCI Godowns. This will help in tracking the commodity for quality monitoring purpose and review of CCTV and GPS report.
- 2.3.3 The Bidder shall ensure that storage space is covered and scientific to ensure no-loss of commodity due to weather conditions.
- 2.3.4 The Bidder shall also keep a sample from each of the stack which will be used for quality assurance purpose.
- 2.3.5 The Bidder shall ensure adequate space for loading and unloading at the storage Godown. The Godown should be able to allow entry to transport vehicles with Maximum capacity of at least 20 MT.
- 2.3.6 The Bidder shall ensure installation of CCTV camera at the storage locations where NFSA Rice and processed (cleaned and packaged) Rice shall be stored. The Bidder must keep the CCTV recording for a minimum period of Two (2) months from the

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- date of receipt of commodity. The live streaming to be shared to DSCSC portal and any other portal as decided by DSCSC.
- 2.3.7 Bidder should use covered storage with plinth for storage of Rice to ensure Rice is protected from water seepage, rodents etc. Bidder shall ensure timely fumigation to protect Rice from damage/dicolor etc.
- 2.3.8 The Bidder shall maintain record of the quantity of NFSA Rice received from FCI and processed Rice ready for further distribution on daily basis. The Bidder shall be required to submit a daily/weekly/monthly report in the prescribed format to the DSCSC and concerned Assistant Commissioner of Food, Civil Supplies and Consumer Affairs and Department Headquarter, as the case may be.
- 2.3.9 The covered storage space at the processing unit should be sufficient to handle both uncleaned Rice and cleaned and packaged Rice equivalent to a minimum of 5 days of processing capacity of the Rice processing unit as quoted in the tender response (i.e. if the processing capacity quoted in the tender is 20MT/day then the total storage capacity of the Rice processing unit should be 200MT, 100 MT for un-uncleaned Rice and 100MT for cleaned Rice). In case the Bidder does not have the required capacity at the time of submission of the Bid then the Bidder will have to provide a declaration to DSCSC that they will augment the capacity before the start of the work as mentioned in Annexure- F. All legal responsibilities such as property issues, labour, tax with respect to godown shall be of selected bidder.
- 2.3.10 The Bidder should provide 24*7 access to DSCSC officials for carrying out surprise inspection/verification of the stocks or to carry out compliance check of store/warehouse/ processing unit

2.4 Processing of NFSA Rice

- 2.4.1 The Bidder shall take the Rice stacked batch-wise to the processing unit.
- 2.4.2 The Bidder shall carry out the cleaning of the Rice and all impurities shall be separated from the Rice like straws, stones, jute bag thread, mud ferrous etc.
- 2.4.3 The cleaned Rice shall then be packed in 1 kg, 2kg, 3kg and 5 kg bags made from the material and specifications as mentioned at Annexure B of the RFP document
- 2.4.4 Bidder shall ensure appropriate and scientific storage of Rice and packing material at the processing unit.
- 2.4.5 The processing unit must meet the quality standards as per the guidelines of the Government/ FSSAI Norms.
- 2.4.6 All relevant policies of Government of NCT of Delhi related to the scope of work will be applicable.
- 2.4.7 Bidder will supply clean and packaged Rice @ 100 % of the total Rice supplied i.e. the Bidder will supply 100 Kg of clean and packaged rice against 100 Kg of Rice supplied from FCI.

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- 2.4.8 Department of Food and Supplies, GNCTD shall compensate for the cleaning/processing loss and shall provide an additional allocation of the 1kg of Rice for every quintal allocated to the Bidder. The maximum permissible cleaning/processing loss allowed/compensated by Department shall be 1% only. The cost of transportation, cleaning and packaging of 1% of additional Rice shall be borne by Department. The Bidder must ensure adequate steps are taken to minimize the processing loss.
- 2.4.9 In case, if the processing loss goes beyond 1Kg per quintal then the additional cost of procurement, transportation and processing of Rice from FCI will be borne by the Bidder. Rice shall be made available to the Bidder at OMS rates of FCI. Department will not pay for any kind of charges towards this procurement.
- 2.4.10 The quality of cleaning and packing etc. should be such that the shelf life of packaged Rice supplied by the Bidder is at least 60 days. Bidder is required to guarantee 60 days shelf life stability and it shall be submitted in the form of self-attested certificate (refer Annexure – H) for Rice processed by the Bidder.
- 2.4.11 Any other work not mentioned in the scope of work but found necessary at later stage for successful completion of this job, the Bidder shall be bound to execute the work without any extra cost.
- 2.4.12 The Bidder may receive Rice in Jute bag (Gunny) or HDPE from FCI. The Bidder shall retain these gunny bags for their own usage or can sell the same in open market. The collective amount against these gunny bags shall be deducted from the overall Rice processing charges at the time of raising of the invoices by the Bidder. Each Jute gunny bag of 50 kg shall be charged @ Rs 20 and each HDPE of bag 50 Kg shall be charged @ Rs 5. Sample of the bags shall be shared with the Bidder at the time of pre-Bid meeting. DSCSC will not bear any tax liability, if any, arising out of sale of Gunny bags by the Bidder and the same shall be borne by the Bidder only.
- 2.4.13 The Bidder shall submit the daily processing report of the Rice processed to DSCSC in the format as prescribed by DSCSC.

2.5 Quality Control and Inspection

In view of the shelf life of Rice, the following method of quality assurance will be followed by the Bidder:

- 2.5.1 The Bidder must, at all times, ensure that the processed and packaged Rice shall always conform to the quality standard prescribed in Annexure-A. Strict compliance with these quality standards is mandatory and any deviations shall not be permitted under any circumstances.
- 2.5.2 The Bidder must have at least 1 (one) analyst/chemist having requisite qualification for quality analysis and to provide quality certification of the Rice processed.

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- 2.5.3 The batch of Rice produced on a particular date shall be analysed in the processing unit laboratory for checking its conformity with the standards specified in the RFP document, after which the same shall be sent for packaging. The Bidder shall maintain batch and date wise Rice processed cum analytical register duly certified by the analyst/ chemist. The Bidder shall share the result of the analysis/testing of each batch with DSCSC.
- 2.5.4 Third party certification by the Bidder: The Bidder shall have tie up with FSSAI approved and NABL Accredited/Govt. recognized laboratory for Rice quality certification as per tender document. Bidder shall draw a sample from every 50 MT lot produced and shall send the same for Quality Analysis/ Testing to the reputed FSSAI approved/ NABL Accredited Laboratories and shall produce the test result to DSCSC.
- 2.5.5 Once the result of the sample given to the authorized laboratory confirms that the Rice quality offered by the Bidder in a batch is as per the specifications given in this tender document, the batch quantity will be accepted. Any deviation from specifications shall not be allowed. DSCSC shall also be entitled to initiate any action as deemed appropriate if the quantity of Rice is not supplied as per the prescribed quality specifications and time limit.
- 2.5.6 The cost of the sampling and testing/certification is to be borne by the Bidder.
- 2.5.7 To ensure the quality of a batch of Rice produced by the Bidder, a random sample will also be drawn by the committee constituted by the DSCSC or their representatives or third party auditor appointed by DSCSC drawing a sample from 50 MT Rice and will be sent for Quality Analysis/ Testing to any of the NABL Certified/Govt. recognized/ Department of Food and Supplies recognized laboratory or any reputed and recognized laboratory as decided by the DSCSC.
- 2.5.8 The charges of lab testing carried out by the committee constituted by DSCSC shall be borne by DSCSC.
- 2.5.9 Any deterioration in quality or non-conformance to the approved specifications of the Rice will result in non-payment of bills or even initiation of actions against the Bidder, forfeiture of the security amount, getting the work done on his risk and cost and black listing the said party as well as initiating legal action against the Bidder.
- 2.5.10 Bidder shall be responsible for quality and quantity of packed bags.

2.6 Packing, Marking, Labels and Assigning of Unique ID

- 2.6.1 The processed Rice shall be packed in 1 kg, 2kg and 3 kg of PP pouch and 5Kg BoPP bag (as per the direction of DSCSC) with double side printing in Four (4) colour. The 5Kg bags will come with handle. The denominations and quantity of the packages shall be updated time to time and are subjected to change. These bags shall be further packed in 50 kg master bags.

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- 2.6.2 The Bidder shall ensure packing must be done in standard size bags in accordance with the Technical Specifications as mentioned at Annexure-B of the RFP document and must ensure enough protection of the Rice bags to prevent its damages or deterioration during transit to doorstep delivery to beneficiary.
- 2.6.3 Each packaging of Rice shall bear a printed label in Four (4) colours on both sides of the bag as prescribed by DSCSC.
- 2.6.4 The Rice shall be processed in batches. Details of batch including batch No., date of packaging and production, "Best before _____ (date/month/year)" should be clearly inscribed on the packet. District/Circle Code should also be printed on each packet of Rice.
- 2.6.5 The Bidder shall assign unique batch wise marking to each packaged bag of Rice as per the following nomenclature –
- Name of processing unit
 - Date of manufacturing
 - Time of manufacturing
 - Stack number
 - District name
 - Unique batch code
- 2.6.6 The Bidder shall maintain proper records pertaining to Quantity of Rice received, batch wise process of Rice, packaging and dispatch in such a way that it should be possible to trace the entire movement of Rice from FCI to the Storage location of Distribution Agency. Each bag of Rice Packet should carry a unique number and should be traced back to origin i.e. lifting point at FCI Godown. The information will be used for carrying out Quality Audit.
- 2.6.7 The Bidder shall ensure that the packing material should be complying to Indian Standard (BIS). The packing shall be enough to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, sunlight, humidity, salt and precipitation during transit and storage under adverse climatic conditions.
- 2.6.8 The Bidder to pack processed Rice packets in 50 Kg master bags of at least 80 grams specification for easy handling before delivering to the storage location of Doorstep Distribution Agency.
- 2.6.9 Printing on bags shall be as per given design/format by DSCSC. The printing shall be done as per details mentioned at Annexure – C.
- 2.6.10 Packing shall conform to all applicable laws and regulatory requirements of FSSAI, Department of Weight and Measures and other provisions mentioned in this tender document.
- 2.6.11 To ensure the quality of packing material for packing of Rice by the Bidder, a random sample of the packing bag will be drawn by the Committee from the bales of packing material and it will be sent for quality analysis/ testing to the laboratory authorized

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by Food and Drugs Administration / Government. The representatives of DSCSC can do the quality check at any of the Bidder's location.

- 2.6.12 Bidder shall keep a sample of one packaging bag from each batch for quality inspection and tracing in case of any complaint received from the beneficiaries.
- 2.6.13 Failure on the part of the Bidder to meet with the packing and labelling requirements (Annexure-B) shall entitle the DSCSC to reject the goods. If the failure is continuing and is not rectified by the Bidder within 15 days after the failure notice by DSCSC, then DSCSC shall be entitled to terminate the contract and to lodge financial and other claims against the Bidder as may be warranted.
- 2.6.14 No packet of Rice should be delivered to distribution Bidder, if it is not in compliance with the packaging guidelines shared by DSCSC.
- 2.6.15 The Bidder shall daily/weekly report DSCSC about commodity wise total number of packets which are ready for distribution. Bidder shall also report the delay in lifting of the packet commodity with DSCSC.
- 2.6.16 DSCSC will not be liable to make any payment to the Bidder for any goods that have been rejected or for any other claims that the Bidder may make for damages or otherwise following the termination of the Contract.
- 2.6.17 The Bidder shall ensure installation of CCTVs at the places of packaging of Rice. The CCTV feed shall be safely stored for a minimum period of Two (2) months from the date of processing.
- 2.6.18 Bidder shall ensure rice grains lifted from FCI Godown or the delivery of cleaned rice packets to storage location of Distribution Agency should be handled with hygiene and as per food regulations. The tracing and tracking throughout the lifecycle should be done using CCTV based surveillance.

2.7 Delivery of Processed Rice to Storage location of DHD Agency

- 2.7.1 The Bidder must ensure that the monthly ordered quantity of the Rice as per the quality and packing specifications should be made ready for supply as per the demand of Delhi State Civil Supplies Corporation Ltd.
- 2.7.2 The overall period for the preparation of required monthly quantity of Rice should not exceed 25 working days.
- 2.7.3 As soon as the required Rice packet is ready, it is to be communicated over phone/ in writing to Delhi State Civil Supplies Corporation Ltd for further lifting and delivery of the same to storage location at circle level for direct to home distribution of the Packaged Rice. An intimation may also be sent to Distribution Agency.
- 2.7.4 Bidder shall strictly maintain "First in First Out" system for the delivery of Rice Packet to Delivery Agency in accordance to the date of processing.

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- 2.7.5 The Bidder shall weigh and measure the Rice packets before dispatch. The Bidder shall also issue receipt with number of bags and total weight to be provided to the distribution partner.
- 2.7.6 The Bidder shall be responsible for lifting and transportation of packaged Rice from the dedicated processing unit to circle level storage godown of Doorstep Distribution Agency as per the delivery schedule agreed between the Bidder and the doorstep delivery agency.
- 2.7.7 The Bidder shall report the weight of consignment along with total number of bags to DSCSC before handing over for door-step delivery.
- 2.7.8 Distance between the Processing Unit and the Storage Godown of Doorstep Delivery Agency Godown and the dedicated Processing unit will be as per the shortest motorable route and will be fixed at the time of allotment of work.

2.8 Other obligations of the Bidder

- 2.8.1 Bidder shall install Fire Safety measures all over the processing unit. The trucks transporting the Rice grains should also be mounted with fire safety measures/fire extinguishers.
- 2.8.2 CCTV feeds from trucks, Rice processing (cleaning and packaging) unit and place of storage to be stored for a minimum period of Two (2) months by the Bidder.
- 2.8.3 Bidder shall ensure necessary IT Infrastructure and trained manpower is in place as per the requirement of the RFP document.
- 2.8.4 Bidder should have necessary weighing capacity or weigh bridges either inside or near to their unit to ensure Rice packets is handed over to the distribution partner after weighing the same.
- 2.8.5 Bidder should ensure the processing unit should have proper sanitation, ventilation and proper hygiene.

3.0 Instruction to Bidders

3.1 Availability of RFP Document

This RFP document is available on the web site <https://govtprocurement.delhi.gov.in> and on DSCSC website <http://www.dscsc.delhigovt.nic.in> to enable the Bidder to view, download the RFP document and to submit e-Bids online up to the last date and time mentioned in RFP document. The Bidder shall have to furnish, as part of its bid, an Earnest Money Deposit (EMD) by means of a Bank Guarantee or submitted online through RTGS/NEFT in to the account of mentioned below and upload/submit the bank receipt online in the given attachment of e-proc website from a scheduled bank, drawn in favor of Delhi State Civil Supplies Corporation Ltd. valid for 180 days from the bid submission end date, payable at New Delhi. EMD is based on the per day processing capacity of the Bidder, as below:

- For Bidders having processing (cleaning and packaging) capacity of 20 MT/day: INR 4,00,000 (Rupees Four Lakhs Only)
- For Bidders having processing (cleaning and packaging) capacity up to 50 MT/day: INR 9,00,000 (Rupees Nine Lakhs Only)
- For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above: INR 18,00,000 (Rupees Eighteen Lakhs Only)

The e-procurement system display EMD as INR 4,00,000 (Rupees Four Lakhs Only) as minimum, however based on miller per day capacity, bidder need to submit suitable EMD amount.

The EMD is payable through NEFT/RTGS or Bank Guarantee

Name of Beneficiary	Delhi State Civil Supplies Corporation Limited
Name of Bank	Corporation Bank
Account Number	510131000003033
IFSC Code	CORP0000141
Branch	Connaught Circus (0141), New Delhi 110001

3.2 Pre-Bid Meeting

3.2.1 DSCSC shall hold a pre-Bid meeting with the prospective Bidders on 15:00 Hours on 29/10/2020 at Conference Room of State Council of Educational Research and Training (SCERT), Varun Marg, Block C, Defence Colony, New Delhi-110024.

3.2.2 The Bidders will ensure that their pre-Bid queries with regard to the RFP to be addressed by DSCSC during the Pre-Bid meeting shall reach by email on or before

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12:00 Hours on 28/10/2020 to the officer whose details are provided below (Nodal Officer):

General Manager, DSCSC, Delhi State Civil Supplies Corporation Ltd., Aapurti Bhawan, 7-9, Aram Bagh, Paharganj New Delhi – 110055, email id pds.dscsc@gmail.com

3.2.3 Bidders should prepare an excel sheet in the following format to submit their Pre-Bid Queries to DSCSC

Sl. No.	Clause No, Page No.	Clause Reference	Original clause as in RFP document	Points on which Clarification required	Reason for amendment (if any)
1.					
2.					
3.					
4.					
5.					

3.2.4 Responses to pre-Bid queries and issue of corrigendum

3.2.4.1 The Nodal Officer notified by DSCSC will endeavor to provide timely response to all queries. However, DSCSC makes no representation or warranty as to the completeness or accuracy of any response made in good faith.

3.2.4.2 At any time prior to the last date for receipt of Bids, DSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing a corrigendum.

3.2.4.3 The corrigendum/addendum (if any) & clarifications to the queries from all Bidders will be posted on the <<https://govtprocurement.delhi.gov.in>>, e-procurement portal and emailed to all participants of the pre-Bid conference.

3.2.4.4 Any such corrigendum shall be deemed to be incorporated into this RFP.

3.2.4.5 In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparation of their Bids, DSCSC may, at its discretion, extend the last date for the receipt of RFP Bids.

3.2.4.6 DSCSC shall not liable to accept or address any query with regard to the RFP after the date provided under the RFP.

3.2.4.7 During the course of pre-bid meeting, the bidders will be free to seek clarifications and make suggestions for consideration of the DSCSC. The DSCSC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

3.3 Eligible Bidder

- 3.3.1 The Bidders should have experience of processing and packaging of Rice or any other foodgrain (please specify) and should be in operation for at least last 3 years.
- 3.3.2 The Bidder shall have minimum average annual turnover as mentioned as below, from processing and packaging of rice and /or other foodgrain (Bidder to specify) during the last three financial years (Minimum average revenue based on per day processing capacity):
 - 3.3.2.1 For Bidders having processing (cleaning and packaging) capacity of 20 MT/day the minimum average turnover should be 2 (Two) Crores per annum
 - 3.3.2.2 For Bidders having processing (cleaning and packaging) capacity upto 50 MT/day the minimum average turnover should be 4 (Four) Crores and 50 (Fifty) Lakhs per annum
 - 3.3.2.3 For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above the minimum average turnover should be 9 (Nine) Crores per annum
- 3.3.3 The Bidder should be experienced in processing of food grains and not traders (Industrial license, pollution certificate, MCD license, FSSAI license etc. and other proofs like list of plant and machinery for cleaning and processing separately are required to be submitted).
- 3.3.4 The Bidder should possess the required capability and capacity to Process the required product (Rice or any other foodgrain), in Delhi. Production capacity of the Bidder should not be less than 20 MT per day. A proof to this effect issued by the appropriate authority should be enclosed with the bid. If a Bidder with experience of processing any other grains than Rice, then the Bidder shall set up all the necessary plant, machinery and other setup in a timeframe of 2 months from the day of signing of LOI with DSCSC.
- 3.3.5 The Bidder should be owner of the processing unit. In case, if the Bidder does not own the unit and has taken the same on lease then the lease period of the unit should be valid for a minimum period of 3 years from the date of submission of bid. The lease agreement for the same must be registered as per the provisions of Indian Registration Act 1908 and amendment if any. The Bidder should ensure uninterrupted processing of Rice.
- 3.3.6 The Bidder must submit a proof of sanctioned electricity power load for the verification of sanctioned power load.

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- 3.3.7 Bidder is required to submit certified copy of the GST registration certificate, PAN card, partnership deed in case of partnership firm, Memorandum & Articles of Association in case of Registered Company etc. as the case may be.
- 3.3.8 Along with the bid, the Bidder should submit an undertaking to the effect that the Bidder has not been debarred/ disqualified/ suspended by any Government Department all over India or DSCSC. The bid of Bidder who has been so debarred/ disqualified/ suspended will not be considered for evaluation.
- 3.3.9 The Bidder should be able to satisfy DSCSC of its capability of manufacturing/conversion of Ricepackets including transportation arrangement for lifting of Rice from FCI Godown and delivery to storage location of distribution agency after processing of Rice in accordance with tender's terms and conditions. The Bidder should submit an affidavit to this effect in a format given by DSCSC. The DSCSC or its authorized representative (Consultant / agency) will undertake "Industry assessment" of the Bidder's processing unit(s) to ascertain the Bidder's capacity and capabilities and the Bidder shall cooperate during such inspections. During such inspection, if DSCSC feels that Bidder does not have the required capacity or capability in terms of the task to be carried out as per the terms of the tender, DSCSC has right to reject the bid. The parameters of Industry Assessment are at Annexure-VI: Checklist for Eligibility & Technical Criteria.
- 3.3.10 The quality of cleaning and packing etc. should be such that the shelf life of Ricepackets supplied by the Bidder is at least 60 days. Bidder is required to guarantee 60 days shelf life stability and it shall be submitted in the form of a self-attested certificate for Ricepacked.
- 3.3.11 Bidder shall furnish all documents establishing the eligibility and conformity to the Bid Document of all Goods and Services, which the Bidder proposes to work/supply under the Contract. The Bidder should ensure that all certified copies are legible.
- 3.3.12 The Bidders shall submit Earnest Money Deposit (EMD) details online as per Section 3.1 - Availability of RFP Document
- 3.3.13 The empaneled agency shall not indulge in any private processing for commercial purpose in the same premises.
- 3.3.14 Bidder desirous to be empaneled by the DSCSC shall need to put in place such infrastructure and install such plant and machinery at the time of making the application.
- 3.3.15 Processing unit should be hygiene, sanitation and safety standards as per the norms set by FSSAI.

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- 3.3.16 The processing unit must produce documentary evidence of any claim made in the RFP document regarding their eligibility and ability for fulfilling the requirements specified within this RFP. The evaluation committee may decide the type and format of such documentary evidence.
- 3.3.17 The processing unit should be prepared to start the work mentioned in RFP within two months of signing the agreement with DSCSC.
- 3.3.18 The covered storage space at the processing unit should be sufficient to handle both unprocessed Rice and processed (Clean and packaged Rice) equivalent to a minimum of 5 days of processing capacity of the Processing Unit as quoted in the tender response (i.e. if the processing capacity quoted in the tender is 20MT/day then the total storage capacity of the Processing Unit should be 200MT (100 MT Unprocessed and 100 MT processes and packed rice))
- 3.3.19 The Bidder should be prepared to start the work mentioned in RFP within two months of signing the agreement with DSCSC.
- 3.3.20 The Evaluation committee can make such investigations, if need be felt, as necessary to determine the eligibility and ability of the cleaning and packaging unit to fulfil the requirements specified within this RFP.

3.4 Debarment

The processing unit should not be debarred for fraudulent and corrupt practices by any Government entity in India as on the date of bidding.

3.5 Preparation and submission of Bid

3.5.1 Language of Bid

The Bid document prepared by the Bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the Bidder and DSCSC shall be written in English only. The supporting documents and printed literature furnished by the bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the bidder. The supporting materials, which are not translated into English shall not be considered by DSCSC. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail.

3.5.2 Documents constituting the e-Bid

The e-Bid prepared by the Bidder shall comprise the following components:

- a) Technical Bid – Technical Electronic Bid shall comprise of:

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- i) Earnest Money Deposit Details – Scanned copy/softcopy of EMD bank guarantee/NEFT/RTGS.
 - ii) Eligibility Details and Technical Compliance Documents - Includes copies of required documents in PDF format justifying that the Bidder is qualified to perform the contract if his/her Bid is accepted and the Bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Eligibility Criteria and Technical Compliance Documents and fulfill all the conditions of the contract as outlined in Technical Evaluation Parameters in this RFP (Annexures-V) and fulfills all the technical conditions of the contract.
- b) Financial Bid – The Financial Electronic Bid shall include following:
- i) Cover letter: Financial Proposal Format (As per Annexure-VIII) in PDF format and additional checklist in .xls format
 - ii) Financial Quote: in the prescribed format (Annexure VIII, in pdf file format) available for download on e-Tender portal << <https://govtprocurement.delhi.gov.in> >> and additional checklist in .xls format

3.5.3 Documents establishing Bidder's Qualification

3.5.3.1 The Bidder shall furnish, as part of its technical e-Bid, documents establishing the Bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the Bidder electronically in the PDF format.

3.5.3.2 The documentary evidence of Bidder's qualification to perform the contract if its e-Bid is accepted shall be as per qualification requirements specified in e-Bid document.

3.5.3.3 All the documents submitted by the Bidder shall be signed by authorized signatory and shall also put company's/authorized signatory's seal.

3.5.3.4 The Applicant not fulfilling the Technical Bid shall not be analyzed and evaluated for their Financial Bid in order to qualify the short-listing stage.

3.5.4 e-Bid Currency

The prices quoted in the proposal shall be in Indian Rupees only. Proposal in any currency other than Indian Rupee (INR) shall be treated as non-responsive and hence shall be rejected.

3.5.5 Formats and Signing of e-Bid.

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3.5.5.1 The Bidder shall prepare one electronic copy each of the technical Bid and financial Bid separately.

3.5.5.2 The e-Bid document shall be digitally signed, at the time of uploading, by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The Bidder's authorization shall be supported by attaching a scanned copy of valid proof of authorization like Power of Attorney/Board Resolution etc.

3.5.5.3 The bidder shall provide all the information sought under this RFP. The DSCSC shall evaluate only those bids that are received in the required formats and complete in all respects.

3.5.6 Deadline for submission of e-Bid

E-Bid (Technical and Financial) must be submitted by the Bidder at e-tender website <<<https://govtprocurement.delhi.gov.in>>> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). DSCSC may, at its discretion, extend this deadline for submission of e-Bid by issuing and publishing a corrigendum on DSCSC and e-tender website; in such case all rights and obligations of the DSCSC and the Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.5.7 Submission of e-Bid

3.5.7.1 The Bid submission module of e-tender website <<<https://govtprocurement.delhi.gov.in>>> enables the Bidders to submit the e-Bid online in response to the RFP published by the DSCSC.

3.5.7.2 Bid submission can be done only from the Bid submission start date and time till the Bid submission end date and time given in the RFP. Bidders should start the Bid submission process well in advance so that they can submit their e-Bids in time.

3.5.7.3 The Bidder should submit their e-Bid considering the server time displayed in the e-tender website <<<https://govtprocurement.delhi.gov.in>>>. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-Bid schedule.

3.5.7.4 Once the e-Bid submission date and time is over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the Bidders shall only be held responsible.

3.5.7.5 The Bidders must follow the following instructions for submission of their e-Bid:

3.5.7.5.1 For participating in e-Bid through the e-Bidding system it is necessary for the Bidders to be the registered users of the e-tender website

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<<https://govtprocurement.delhi.gov.in>>. if they have not done so previously for registration.

- 3.5.7.5.2 In addition to the normal registration, the Bidder must register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the user login option on the home page with the login Id and password with which he/she has registered.
- 3.5.7.5.3 For successful registration of DSC on e-tender website <<<https://govtprocurement.delhi.gov.in>>> the Bidder must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-tender website <<<https://govtprocurement.delhi.gov.in>>> is presently accepting DSC issued by these authorities only. The Bidder can obtain user login ID and perform DSC registration exercise given above even before the e-Bid submission date starts. The DSCSC shall not be held responsible if the Bidder tries to submit his/her e-Bid at the moment before end date of submission but could not submit due to DSC registration problem.
- 3.5.7.5.4 The Bidder can search for active Bids through "search active tenders" link, select a Bid in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid submission menu. After selecting the Bid, for which the Bidder intends to e-Bid, from "My tenders" folder, the Bidder can place his/her e-Bid by clicking "pay Online" option available at the end of the view Bid details form. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF as per formats given in the RFP document.
- 3.5.7.5.5 After clicking the 'pay online' option, the Bidder will be redirected to terms and conditions page. The Bidder should read the terms & conditions before proceeding to fill in the EMD online payment details. After entering and saving the EMD details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the Bid details.
- 3.5.7.5.6 Next the Bidder should upload the technical e-Bid documents for EMD, Qualification details. Before uploading, the Bidder has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the Bidder should click

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"browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of technical and financial schedules can be clubbed together to make single different files for each label.

- 3.5.7.5.7 The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-Bid documents are digitally signed using the DSC (digital signature) of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned Bid openers only.
- 3.5.7.5.8 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "print" option available in the window as an acknowledgement for future reference.

3.6 Late Bid

- 3.6.1 The server time indicated in the bid management window on the e-tender website <<<https://govtprocurement.delhi.gov.in>>> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-Bid.
- 3.6.2 Once the e-Bid submission date and time is over, the Bidder cannot submit his/her e-Bid. Bidder must start the bid submission well in advance so that the submission process passes off smoothly. The Bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

3.7 Resubmission of e-Bid

- 3.7.1 At any point of time, a Bidder can resubmit his/her e-Bid submitted online before the Bid submission end date and time. For withdrawing the Bidder should first log in using his/her login ID and password, then subsequently by using his/her digital signature certificate on the e-tender website <https://govtprocurement.delhi.gov.in>. **The Bidder should be careful while withdrawing the Bid, because once the bid is withdrawn, the bidder can't Resubmit the Bid again and Bidder can't participate in this tender. All Bidders are required to kindly take note of this provision.**

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- 3.7.2 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e- Bid validity. Withdrawal of an e-Bid during this interval may result in the forfeiting of Bidder's e-Bid security.
- 3.7.3 The Bidder can re-submit his/her e-Bid as when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes.
- 3.7.4 The Bidder can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.
- 3.7.5 No e-Bid can be resubmitted subsequently after the deadline of submission of e-Bids.

3.8 DSCSC's Right to accept any e-Bid and to reject any or all e-Bids.

- 3.8.1 Notwithstanding anything contained in this e-Bid, DSCSC reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 3.8.2 The DSCSC reserves the right to reject any Bid if:
- At any time, any misrepresentation is made or uncovered, or
 - The Bidder does not provide, within the time specified by DSCSC, the supplemental information sought by DSCSC for evaluation of the e-Bid.
- 3.8.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the e-Bid has been opened and the L1 Bidder gets disqualified/ rejected, then the department reserves the right to consider the next Lowest Bidder, or take any other measure as may be deemed fit in the sole discretion of the DSCSC, including annulment of the Selection Process.
- 3.8.4 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility criteria have not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information, the bidder shall be disqualified forthwith if not yet empaneled either before the selection or entering into of the Contract, and if the bidder has already been selected or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable

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to be terminated, by a communication in writing by the DSCSC to the bidder, without the DSCSC being liable in any manner whatsoever to the bidder or agency, as the case may be. In such an event, the DSCSC shall forfeit and appropriate the EMD, as the case may be, as compensation and damages payable to the DSCSC for, inter alia, time, cost and effort of the DSCSC, without prejudice to any other right or remedy that may be available to the DSCSC.

- 3.8.5 The DSCSC reserves the right to verify all statements, information and documents submitted by the bidder in response to the RFP. The failure of the DSCSC to undertake such verification shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the DSCSC there under.

3.9 Period of validity of e-Bid

- 3.9.1 e-Bid shall remain valid for 180 days (one hundred and eighty days) from the Bid submission due date/end date as prescribed by the DSCSC. An e-Bid valid for a shorter period shall be rejected by the DSCSC as non-responsive.
- 3.9.2 In exceptional circumstances, DSCSC may solicit the Bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A Bidder may refuse the request without forfeiting its e-Bid security. A Bidder granting the request will not be required nor permitted to modify its e-Bid.
- 3.9.3 During the Bid validity period, the Bidder is expected to keep available the personnel proposed for the assignment.
- 3.9.4 DSCSC will make its best effort to evaluate the Bids and sign the contract within this period. If DSCSC wishes to extend the validity period of the proposals, the Bidders who do not agree, DSCSC shall have the right not to extend the validity of their proposals.
- 3.9.5 The validity of bids may be extended by mutual consent of the respective bidders and the DSCSC.

3.10 Correspondence with the Bidder

- 3.10.1 No Bidders or its Technical Partners shall contact DSCSC on any matter relating to his e-Bid from the time of Bid opening to the time contract is awarded.
- 3.10.2 Any effort by the Bidder or by its Technical Partners to influence DSCSC in the Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of his Bid.

3.10.3 The DSCSC shall not entertain any correspondence with from any bidder in relation to acceptance or rejection of any bid.

3.11 Earnest Money Deposit

3.11.1 The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD)/ Bid Security through NEFT/RTGS or by means of a Bank Guarantee (as per Annexure – IX), from a scheduled bank, drawn in favor of Delhi State Civil Supplies Corporation Ltd., valid for 180 days from the Bid submission end date, payable at New Delhi. No Bidder is exempted from furnishing the said EMD. The currency of the EMD shall be Indian Rupees (INR) only. EMD is based on the per day processing capacity of the Bidder, as below:

3.11.1.1 For Bidders having processing (cleaning and packaging) capacity of 20 MT/day: INR 4,00,000 (Rupees Four Lakhs Only)

3.11.1.2 For Bidders having processing (cleaning and packaging) capacity up to 50 MT/day: INR 9,00,000 (Rupees Nine Lakhs Only)

3.11.1.3 For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above: INR 18,00,000 (Rupees Eighteen Lakhs Only)

3.11.1.4 The e-procurement system display EMD as INR 4,00,000 (Rupees Four Lakhs Only) as minimum, however based on Bidder's per day capacity, bidder need to submit suitable EMD amount.

3.11.2 The EMD is payable through NEFT/RTGS or Bank Guarantee

3.11.3 Bids received without the EMD shall be rejected outright as non-responsive. No further communication from the Bidder, in this regard, shall be entertained by DSCSC.

3.11.4 No interest shall be payable by DSCSC for the sum deposited as EMD.

3.11.5 The EMD shall be forfeited in the following cases:

3.11.5.1 Any information submitted by the Bidder is found to be incorrect / forged.

3.11.5.2 If Bid is withdrawn during the validity period or any extension agreed by DSCSC and Bidder thereof.

3.11.5.3 If the Bid is modified in a manner not acceptable to DSCSC after opening of the Bid.

3.11.5.4 If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;

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- 3.11.5.5 If the Bidder tries to influence the evaluation process.
- 3.11.5.6 If the successful Bidder fails to sign the contract in accordance clause no. 5.1 "Notification of award".
- 3.11.6 In case of unsuccessful Bidder, earnest money/Bid security will be released on request from the Bidder on a date subsequent to the signing of contract with the successful Bidder.
- 3.11.7 The bid security of the successful bidder will be returned after the bidder has signed the Contract Agreement pursuant to clause 5.1 (Notification of Award) and has furnished the required Performance Bank Guarantee pursuant to clause 5.4 of the RFP document.
- 3.11.8 DSCSC reserves the right to forfeit the earnest money or part thereof, in circumstances which according to it indicate that the Bidder is not earnest in accepting/executing any order placed under specification.
- 3.11.9 The bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the DSCSC shall be entitled to forfeit and appropriate the EMD as compensation / damages to the DSCSC in any of the events specified in the RFP document.

3.12 Amendments in RFP Document

- 3.12.1 DSCSC may, in its absolute discretion, but without being under any obligation to do so, whether at its own initiative or in response to clarifications requested by a bidder, update, amend or supplement the information in this RFP document.
- 3.12.2 At any time prior to the deadline for submission of the Bids, DSCSC may amend the RFP document by issuing addendum/corrigendum without notifying any Bidder or without giving any reason. Any addendum issued shall be part of the Bidding document and shall be communicated by the DSCSC on DSCSC website and e-procurement/ e-Tender websites. In case of issuing addendum/ corrigendum, the last date of Bid submission may be extended by DSCSC, if felt necessary by DSCSC.
- 3.12.3 Prospective Bidders shall promptly acknowledge such addendum/ corrigendum thereof, in writing via email. DSCSC will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the Bidder.
- 3.12.4 The Bidders are requested to refrain from requesting extension of time on any grounds since the same will not be entertained by DSCSC.
- 3.12.5 No clarification obtained through verbal communication by the Bidder with any employee of DSCSC will be deemed as addendum/corrigendum to this RFP

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document. The Bidder acting on such a verbal communication will do so at his own risk and DSCSC shall bear no responsibility for any outcome arising out of this.

3.12.6 Notwithstanding anything to the contrary contained in the RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Selected Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

3.13 Compliance with Mandatory Requirements

All proposals will be reviewed for compliance with the mandatory requirements as contained within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

3.14 Technical Proposal

3.14.1 For preparing the Technical Proposal, the Bidders are advised to thoroughly examine this RFP in detail. Any deficiencies in providing the information requested may result in rejection of the Proposal/e-Bid.

3.14.2 The Technical Proposal shall not include any financial information. Bid which encloses financial Bid information/ part of financial Bid in the technical Bid shall be rejected outright by DSCSC as being non-responsive.

3.14.3 DSCSC reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DSCSC in respect of such bid

3.14.4 The Bidder shall submit the following documents with its technical proposal:

3.14.4.1 Copy of Bank guarantee of Earnest Money Deposit (EMD) (as per the format provided at Annexure – IX) or details of RTGS/NEFT.

3.14.4.2 Response to the Eligibility Criteria and Technical Compliance Documents given in the Annexure-V & VI (Eligibility Criteria and Technical Compliance Documents for Bidders) along with supporting documents.

a) Any other relevant form(s) and document(s) in compliance to the RFP requirements.

3.15 Financial Proposal

3.15.1 Financial e-bid shall include the following document:

Sr. No.	Document Type	Document Format
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1.	Financial Quote	In the prescribed format (Annexure VIII, PDF file) provided at e-tender portal
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3.15.2 The Bidder as part of its financial bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses etc. that may be required for completion of all items as mentioned in the scope of work of this RFP document.

3.15.3 The Financial Proposal should include all the GST/Service Tax, other Taxes, Duties, Cess, etc.

3.15.4 The prices/rates quoted by the Bidder shall remain firm (fixed) during the entire Contract Period and shall not be subject to any variation on any account. A Bid submitted with variable price quotation will be treated as non-responsive and hence shall be liable to be rejected.

3.16 Terms & Conditions of Bidders

3.16.1 Any terms and conditions of the Bidder will not be acceptable at any stage of bidding process.

3.16.2 Any terms and conditions of the Bidders mentioned in the bid will not be considered as a part of their bids and/or contract.

3.17 Deviations in Terms and Conditions of RFP

3.17.1 No deviations in the terms and conditions as laid out in the RFP will be accepted.

3.17.2 The evaluation committee overseeing the RFP reserves the right to waive minor irregularities. The evaluation committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive Bids fail to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the evaluation committee.

3.17.3 Bidders are advised to exercise adequate care in quoting the price. No modification/correction in the Bids will be entertained after the Bid submission date.

3.17.4 Provided that a Technical Proposal is substantially responsive, DSCSC may, at its discretion, request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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3.17.5 Provided that the Financial Proposal is substantially responsive, DSCSC will correct arithmetical errors during evaluation of Financial Proposals on the following basis:

3.17.5.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of DSCSC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or

3.17.5.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

3.17.5.3 If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (3.17.5.1) and (3.17.5.2) above.

3.17.6 If the Bidder does not accept the correction of errors, its Bid shall be disqualified and its Bid security may be forfeited, or its Bid securing declaration shall be executed.

3.18 Right to Publish

Throughout the duration of this bidding process and contract term, Bidders must secure from DSCSC, written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bid or termination of the contract.

3.19 Due diligence by Bidders

3.19.1 Each Bidder should conduct its own study in order to respond to this RFP document.

3.19.2 DSCSC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP document.

3.20 Clarifications from Bidders

3.20.1 DSCSC may at its sole discretion contact the Bidder for clarification of the response.

3.20.2 DSCSC reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case DSCSC receives feedback contrary to the responses of the Bidder or is not satisfied

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with compatibility of the experience with the required standards/expectations, DSCSC reserves the right to form its own opinion and even reject the Bids and forfeit the EMD.

3.20.3 DSCSC/ Evaluation Committee may use other sources of information in proposal evaluation as required.

3.21 Collusive Proposal

3.21.1 Bidders and their employees, authorised representative, advisors and any other person associated with the Bidder in any manner, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or submission of Bid.

3.21.2 In addition to any other remedies available under any law or any contract, DSCSC reserves the right, in its sole and absolute discretion, to reject any submission lodged by a Bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodgement of proposals, and further the EMD/PBG may be invoked.

3.22 Fraud and Corrupt Practices

3.22.1 The Bidders and their respective employees shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, DSCSC may reject any submitted Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

3.22.2 DSCSC may also initiate appropriate legal action under relevant Indian laws against the Bidder found indulging in fraud and corrupt practices.

3.22.3 Without prejudice to the rights of DSCSC hereinabove, if a Bidder is found by DSCSC to have directly or indirectly or through any other personnel, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding process, such Bidder shall not be eligible to participate in any tender/RFP issued by DSCSC for a minimum period of 2 (two) years from the date such Bidder is found by DSCSC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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- 3.22.4 Misrepresentation and/or improper response by any Bidder may lead to disqualification of the Bidder. If any such disqualification is detected at any stage of Bidding process/implementation, such Bidders are liable to be blacklisted.
- 3.22.5 Bids, which in the opinion of DSCSC, have been completed with the improper assistance of employees of DSCSC and ex-employees of DSCSC, or with the utilization of information unlawfully obtained from DSCSC, will be excluded from further consideration and shall be rejected.
- 3.22.6 For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- 3.22.6.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process
- 3.22.6.2 "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 3.22.6.3 "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process
- 3.22.6.4 "Undesirable practice" means establishing contact with any person connected with or employed or engaged by DSCSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;
- 3.22.6.5 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.23 Conflict of Interest

- 3.23.1 DSCSC requires the Bidders to provide professional, objective, and impartial advice and at all times hold DSCSC's interest paramount
- 3.23.2 The Bidders should strictly avoid conflicts with other assignment or their own corporate interests and act without any consideration for future work.
- 3.23.3 Neither the selected Bidder nor any of its personnel, spouse, children or any person having a common interest with the selected bidder shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this project.

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- 3.23.4 A Bidder may be considered to be in a conflict of interest with one or more parties in this Bidding process if, including but not limited to:
- 3.23.4.1 Have controlling shareholders in common; or
 - 3.23.4.2 Receive or have received any direct or indirect subsidy from any of them; or
 - 3.23.4.3 Have the same legal representative for purposes of this Bid; or
 - 3.23.4.4 Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of DSCSC regarding this Bidding process; or
 - 3.23.4.5 A Bidder participates in more than one Bid in this Bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved.
 - 3.23.4.6 A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the Bid.

3.24 Confidentiality

- 3.24.1 After the opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations concerning the award of contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- 3.24.2 Any effort by a Bidder to influence DSCSC or others connected in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning the award of Contract, may result in the rejection of his Bid.
- 3.24.3 No Bidder shall contact DSCSC on any matter relating to its Bid, from the time of the opening of Bids to the time the contract is awarded. Any effort of the Bidder to influence DSCSC in its decision in respect of Bid evaluation, Bid comparison or award of the contract shall result in the rejection of the Bid and forfeiture of the Bid security. During the Bid preparation process, the Bidders will focus their inquiries and communications, if any, to only the authorized nodal officer of DSCSC.
- 3.24.4 Canvassing in connection with "Request for Proposal" is strictly prohibited. The submitted Bid of the Bidder who resorts to canvassing is liable to be rejected. The Bid containing uncalled remarks, or any additional conditions are liable to be rejected.

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3.24.5 The DSCSC shall treat all information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. DSCSC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the DSCSC.

3.25 Taxes & Duties

3.25.1 All Custom Duties, Excise Duties and any other Taxes, GST/service Tax, Duties, Cess and Levies payable by the Bidder in respect of any transaction for procuring any services, components, sub-assemblies, raw-materials and equipment shall be included in the Bid price and no separate claim on this behalf will be entertained by DSCSC.

3.25.2 Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government /Corporation officials in connection with the supply of the Goods.

3.25.3 As regards the GST, Income Tax, surcharge on Income Tax and other taxes including tax deduction at source, the Bidder shall be responsible for such payment to the concerned authorities within the prescribed period.

3.25.4 All taxes including in GST/Service Tax etc. during the contractual period shall be as per applicable rates.

3.25.5 The Bidder shall be fully and solely responsible for the payment of all central, state and local taxes and contributions (including penalties and interest) imposed pursuant to income tax, GST as and when applicable, compliances as stated in this agreement or any other similar statute to the Govt. and to the employees and /or persons engaged and/or deputed by the Tenderer pursuant to this contract .

3.26 Return of Information to DSCSC

3.26.1 DSCSC reserves the right, in its sole and absolute discretion, to demand that at any stage all written information provided by DSCSC (whether confidential or otherwise and without regard to the type of media on which such information was provided to any Bidder, including all copies of such information) be:

3.26.1.1 Returned to DSCSC, in which case the Bidder must promptly return all such information to the address identified by DSCSC; or

3.26.1.2 Destroyed by the Bidder, in which case the Bidder must promptly destroy all such information and provide DSCSC with written certification that it has been destroyed.

3.27 False or Misleading Claims

DSCSC may in its absolute discretion exclude or reject any proposal that in the opinion of DSCSC contains any false or misleading claims or statements. DSCSC has no liability to any person or agency for excluding or rejecting any such proposal.

3.28 Criminal Charges and Conviction

The Bidder warrants that it has disclosed and will continue to disclose during the term of this Contract full details of all criminal convictions and all pending criminal charges against it or any of its personnel and associates that would reasonably be expected to adversely affect the Bidder and the company who owns the patent of the technology being offered or the Bidder's capacity to fulfil its obligations under this contract.

3.29 Integrity Pact

3.29.1 The pact essentially envisages an agreement between the prospective Bidders and DSCSC, committing the persons/ officials of both sides, not to resort to any corrupt practices in an aspect/ stage of the contract. Only those Bidders, who commit themselves to such a Pact with DSCSC, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The essential ingredients of the Pact include:

- 3.29.1.1 Promise on the part of the DSCSC not to seek or accept any benefit, which is not legally available;
- 3.29.1.2 DSCSC to treat all bidders with equity and reason;
- 3.29.1.3 Promise on the part of bidders not to offer any benefit to the employees of the DSCSC not available legally;
- 3.29.1.4 Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.
- 3.29.1.5 Bidders not to pass any information provided by DSCSC as part of business relationship to others and not to commit any offence under PC/ IPC Act,
- 3.29.1.6 Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary,

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3.29.1.7 Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle

4 Evaluation of Bids/Proposals

To evaluate the Tender, DSCSC in consultation with the Department of Food, Supplies and Consumer Affairs, GNCTD shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

1. Tender Evaluation Committee (TEC) will evaluate and compare the bids that have been determined to be substantially responsive.
2. TEC shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
3. All Technically Eligible Bidders shall be considered for financial evaluation.
4. The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

4.1 Opening of Bids

4.1.1 Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.

4.1.2 In case of EMD is not received as per the timeline mentioned in Bid Data Sheet, the Bid submitted in e-Procurement Portal would be rejected.

4.1.3 Opening of technical e-Bid

4.1.3.1 The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for DSCSC, the e-Bids shall be opened at the appointed time and place on the next working day.

4.1.3.2 The DSCSC will open all technical e-Bids, in the presence of Bidder's representatives who choose to attend the Bid opening process on the prescribed date and time of opening at the prescribed venue as mentioned in NIB of this RFP.

4.1.3.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the DSCSC may, in its sole discretion, exclude the relevant information from computation for the Bidder.

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4.1.3.4 Where any information is found to be patently false or amounting to a material misrepresentation, the DSCSC reserves the right to reject the Bid.

4.1.3.5 To facilitate evaluation of Bids, the DSCSC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

4.2 Initial Determination of Compliance with RFP Requirements

4.2.1 During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required Bid security has been furnished and whether the Bids are generally in order. The Technical Evaluation Committee will perform an initial review of all proposals that are submitted on time. After initial review, the Committee may recommend discontinuing the evaluation of any proposal which it considers unacceptable prima facie for any reason such as:

4.2.1.1 The proposal is not a reasonable effort to respond to the requirements of the RFP

4.2.1.2 The proposal contains technical deficiencies, such as not all the requirements of the solution are addressed, and proposed solution is not in accordance with the requirements of the DSCSC.

4.2.1.3 The Bidder shall provide all supporting documents for all the information submitted as a part of this RFPs response. Any claim without the required supporting document would not be considered for the purpose of scoring. The supporting documents submitted must be valid as on the date of submission of the Bids.

4.2.2 To assist in the scrutiny, evaluation and comparison of offers, DSCSC may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DSCSC in the evaluation of the Bids.

4.2.3 DSCSC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DSCSC in respect of such Bid.

4.3 Correction of Errors

4.3.1 Bidders are advised to exercise adequate care in quoting the prices. No modification/correction in quotations will be entertained once the Bids/proposals are submitted. Even before submission of the proposal, care should be taken to

ensure that any corrections/overwriting in the proposal are initialed by the person signing the proposal form.

4.3.2 In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall be considered final.

4.4 Bid Evaluation Procedure

4.4.1 To establish the Bidder's competency and capabilities, it is proposed that the evaluation of the Bids will be done in two stages as mentioned below:

Stage-1: Evaluation of Eligibility Criteria and Technical Compliance Documents

Stage-2: Evaluation of Financial Proposal

On each of these parameters, the Bidders would be required to meet the qualification/ evaluation criteria as detailed in subsequent sections.

- All responsive Bids accompanied with EMD would progress for evaluation of Eligibility Criteria and Technical Compliance Documents as a part of Stage 1 of Bid Evaluation procedure.
- Post technical evaluations, only the technically qualified Bids would progress to next level of evaluation i.e. Financial Bid Evaluation.

4.4.1.1 Stage-1 of Evaluation of Technical Proposal

At this stage, only Eligible and Technical proposal would be considered. Financial Bids/proposals would not be opened at this stage.

4.4.1.1.1 Evaluation of Eligibility Criteria and Technical Compliance Documents:

4.4.1.1.2 Tender Evaluation Committee would perform:

4.4.1.1.2.1 The Bidder's information provided in the Bid document will be evaluated as per the requirements specified in the given in Annexure-VI.

4.4.1.1.2.2 Inspection of Rice Processing Unit as per Annexure – D

4.4.1.1.2.3 The TEC may undertake written clarifications from the Bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the Bid documents.

4.4.1.1.2.4 The Eligibility criteria and Technical Compliance Documents as listed out in Annexure-V & VI.

4.4.1.2 Stage-2 Evaluation of Financial Proposal

4.4.1.2.1 The Financial Bids of all technically qualified Bidders will be opened on the prescribed date in the presence of authorized representatives of Bidders.

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4.4.1.2.2 Only fixed price financial Bids indicating total price for all the services specified in this Bid document will be considered.

4.4.1.2.3 The Bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.

4.4.1.2.4 Any conditional Bid will be rejected.

4.4.1.2.5 If there is a discrepancy between words and figures, the amount in words will prevail.

4.4.1.2.6 If there is no price quoted, the Bid shall be declared as disqualified.

4.4.1.2.7 Following formula shall be used for arriving at L1 Bidder;

Calculation of Weighted cost for each line item = Weightage Factor * Total Cost of Each Line Item

4.4.1.2.8 Summation of all such Weighted Cost shall be considered for arriving at L1 Bidder

S.No	Line Item	Sub Line Item	Specification	Weightage	Rate Per Qtl (in figures)	Rate Per Qtl (in words)
1	Charges towards transportation of Rice from FCI Godowns to place of dedicated processing unit as per following slabs:	A	0-10 km	2.5%		
		B	10-20 km	2.5%		
		C	20-35 km	2.5%		
		D	Above 35 km	2.5%		
2	Charges towards Cleaning and Storage of Rice with 100% conversion ratio	E	Processing charges Per Qtl	30%		
3	Charges towards Packaging of Rice along with printing on both the sides of the packet and packaging in Master bag of 50Kg for the following measurement.	F	1kg in PP pouch	5%		
		G	2 kg in PP pouch	5%		
		H	3 kg in PP pouch	15%		
		I	5 kg in BoPP bags with Handle	20%		
4	Charges towards loading	J	0-10 km	4%		

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and transportation of packaged rice from processing unit to earmarked DHD godown as per following slabs:	K	10-20 km	4%		
	L	20-35 km	4%		
	M	Above 35 km	3%		
Total Weightage			100%		

4.4.1.2.9 Financial bids will be evaluated based on total weighted cost for each component.

$$\text{Total Weighted Cost} = \text{Sum of (Individual head filled by Bidder*percentage)} \\ = (A*2.5\%)+(B*2.5\%)+(C*2.5\%)+(D*2.5\%)+(E*30\%)+(F*5\%)+(G*5\%)+(H*15\%)+(I*20\%)+(J*4\%)+(K*4\%)+(L*4\%)+(M*3\%)$$

* **Note: Total Weighted Cost shall be considered for arriving at L1. Where A,B,C,D,E,F,G,H,I,J,K,L,M are the bid values filled against the subline item by Bidder for each respective subline item mentioned.**

4.4.1.2.10 The Bidder should fill rates for all the items mentioned in the financial Bid. If rate for any item is not mentioned, then the Bid will be rejected by DSCSC.

4.4.1.2.11 The Bidder who has quoted the least 'Total Weighted Cost' will be considered as L1 and the cost quoted against each of the sub line item shall be considered as the final sub line item cost.

4.5 Site Visit by DSCSC

4.5.1 As part of the evaluation process, DSCSC and/or any agency appointed/selected by DSCSC shall be allowed to visit and examine/verify the Bidder's plant and machine capabilities as defined in the Technical Proposal by the Bidder.

4.5.2 The Bidder shall arrange and facilitate such visit.

4.5.3 The cost of such visits to the Sites shall be at DSCSC's expense.

4.6 Selection of L1 Bidder

4.6.1 The Bidder, whose total weighted cost is lowest shall be considered as L1 and cost quoted by respective Bidder shall be considered as L1.

4.6.2 DSCSC reserves the right to negotiate with the L1 Bidder under exceptional situations.

4.6.2.1 A confirmation on the financial quote will be sought from the L1 Bidder within 3 working days from the date of commercial Bid opening by DSCSC. If L1 Bidder fails to accept the financial quote, the Bid will be treated as cancelled. EMD of such defaulting Bidder will be forfeited and the Bidder will be blacklisted by DSCSC. In such a scenario DSCSC will go for a re-tender.

4.7 Empanelment of Bidders

4.7.1.1 Financial quote of remaining technically qualified agencies shall be considered as L2, L3, L4 and so on.

4.7.1.2 For the purpose of empanelment, Bidders whose total weighted cost in the financial proposal is 20% more than the total weighted cost of L1 Bidder shall not be considered for empanelment. For example, if the total weighted cost of L1 Bidder is 80 then Bidders whose total weighted cost is less than or equal to 96 shall be considered for empanelment. Anyone above that will not be considered.

4.7.1.3 For the purpose of empanelment, DSCSC reserves the right to invite these (as per clause 4.7.1.2) technically qualified Bidder(s) to match the negotiated rates of the L1 Bidder.

4.7.1.4 All technically qualified Bidders accepting the L1 prices, would then be empaneled for the award of contract.

4.8 Allocation of Districts/Circle to Bidders

4.8.1 Allocation of districts among the empaneled agency shall be carried out by DSCSC

4.8.2 For the purpose of empanelment, NCT of Delhi shall be divided in 9 districts as per the allocation of the Department of Food, Supplies and Consumer Affairs, GNCTD.

4.8.3 The entire scope of work of lifting, cleaning, packaging and further transportation up to storage godown of distribution agency may be awarded to more than 1 Bidder.

4.8.4 However, L1 Bidder shall be given preference for selection of the district to be awarded. If L1 agency has the necessary capacity and can complete the cleaning and packaging of the total quantity allocated to that district, then the entire district will be awarded to L1 Bidder else based on the L1 processing capacity, proportional circles will be awarded in the district. Similarly, L2 Bidders shall be given preference to make selection from remaining districts and district will be awarded based on processing capacity & so on. One Bidder will be awarded Maximum 1 District.

***Illustration highlighting Allocation of Work to Bidders as per their Total Processing Capacity**

Bidders	District	Rice Quantity to be Handled / Month (In Quintal)	Handling Capacity / Month (In Quintal)	Remaining Quantity	Additional Quantity remaining quantity	Total Quantity Allotted
L1	NORTH WEST	12971	12500	471		12500
L2	NORTH EAST	11830	12500	-		11830
L3	SOUTH WEST	9485	10000	-		9485
L4	SOUTH	8739	7500	1239		7500

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L5	NORTH	6806	7500	-	471	7277
L6	EAST	6759	7500	-		6759
L7	CENTRAL	5248	5000	248	-	5000
L8	NEW DELHI	3366	5000	-	248	3614
L9	WEST	785	5000	-	1239	2024
Total:		65,989				65,989

** Sample method of awarding work as per cleaning capacity and quantity to be handled*

- 4.8.5 In case, if more than 9 Bidders have accepted the L1 rates then the additional / remaining quantity associated to a district will be allocated to L10, L11 technically qualified Bidders as per their cleaning and packaging capacity.
- 4.8.6 In case if the DSCSC has received only 9 bids or only 9 Bidders have agreed to work on the L1 rates then the additional / remaining quantity, if any, shall be distributed between the 9 empaneled Bidders and L1 Bidder will be given first preference and so on.
- 4.8.7 If DSCSC receives 9 or less than 9 bids or less than 9 Bidders has accepted L1 price, then DSCSC reserves the right to award more than 1 district to selected Bidders based on their cleaning and packaging capacity, handling capacity. In such case L1 Bidder will be given first preference and so on.

5 Award of Contract

Following finalization of selected Bidders, the contract shall be signed between DSCSC and the empaneled Bidders to whom work has been allocated. After signing of the Contract Agreement, no variation in or modification of the term of the contract shall be made except by written amendment signed by both parties.

5.1 Notification of Award

The successful Bidders for empanelment shall be notified by the DSCSC in writing or by email, that its proposal has been accepted (hereinafter the "Letter of Intent"), prior to the expiration of the period of validity of the proposals. The receipt of this letter shall be acknowledged by the successful Bidder in writing and shall send its acceptance letter (hereinafter the "Letter of Acceptance") along with the required Security Deposit in the form of Bank Guarantee to enter into the Contract within fifteen (15) days from the receipt of the Letter of Intent. Upon the successful furnishing of performance bank guarantee by the successful Bidder, contract signing process will take place.

5.2 Signing of Contract

Once the DSCSC notifies the successful Bidder that its proposal has been accepted, pursuant to the Bidder for acknowledging the Letter of Intent (LoI), the successful Bidders and DSCSC shall sign the Contract as early as possible within 15 days. This shall be subject to the furnishing of the Security Deposit in the form of Bank Guarantee (PBG) as stated in clause above. The signing of the Contract shall amount to award of the Contract and the successful Bidder shall initiate the execution of the work as specified in the Contract.

5.3 Contract Period

The contract shall remain in force for a period of Three (3) years from the date when the agency is called upon to perform the services i.e. date of issuance of Letter of Award and the said period may be extended for a period of Two (2) years, one (1) year at a time, on same terms & conditions at the sole discretion of DSCSC.

5.4 Security Deposit Cum Performance Bank Guarantee

5.4.1 The empaneled Bidder at its own expense will have to deposit a security deposit equivalent to 10% of the total contract value in the form Demand Draft payable to

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DSCSC or an unconditional and irrevocable Bank Guarantee (As per Annexure G) drawn from a scheduled bank acceptable to DSCSC. No interest will be paid on the Security Deposit/Performance Bank Guarantee amount.

5.4.1.1 The contract value, for the purpose of Security Deposit/PBG, shall be arrived at using the following formula:

Contract value = (Per Quintal L1 cost of Processing and Packaging of Rice ((excluding GST)) x (Total amount of quantity allocated to the bidder) x (36 Months)

5.4.2 All incidental charges costs, taxes, whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the Bidder. In case the Security Deposit/Performance Bank Guarantee is submitted in the form of Bank Guarantee then the successful Bidder shall ensure that the Bank Guarantee is valid at all times during the Term of the contract (including any renewal) and for a period of 180 days beyond all the contractual obligations/ completion of contract period/ tenure of the appointment. No cost of whatsoever in nature shall be borne by Corporation.

5.4.3 In the event of the Bidder being unable to service the Contract for whatever reason, DSCSC will encash the PBG. Notwithstanding and without prejudice to any rights whatsoever of DSCSC under the Contract in the matter, the proceeds of the PBG shall be payable to DSCSC as compensation for the Bidder's failure to perform/comply with its obligations under the Contract. DSCSC shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days.

5.4.4 Before encashing, the Bidder will be given an opportunity to represent before DSCSC. The decision of DSCSC on the representation given by the vendor shall be final and binding. If circumstances so warrant, the matter may be referred to an Arbitrator(s) as appointed under Dispute Resolution, Arbitration & Legal Jurisdiction.

5.4.5 The PBG is required to protect DSCSC against the risk of selected Bidder's conduct, which would warrant the PBGs forfeiture.

5.5 Annulment of Award

Failure of the successful Bidder to comply with Eligibility criteria, technical evaluation criteria and other terms and conditions set out in the RFP document shall constitute enough ground for the annulment of the award of contract, in which event DSCSC may make the award to the Bidder who scored second highest composite marks (and so on) or may call for new bids.

6 General Terms and Conditions

6.1 Definitions

- 6.1.1 The Contract is the contract between DSCSC and the Bidder to execute & complete the conversion of Rice packets into cleaned and packaged as per agreed Specifications. This includes all attachments and appendices.
- 6.1.2 The CORPORATION is DELHI STATE CIVIL SUPPLIES CORPORATION LTD. a company with their registered office located at 7-9, Aram Bagh, Paharganj, New Delhi 110055. The corporation is the party who will employ the Agency to execute the contract.
- 6.1.3 The CLIENT is Food, Civil Supplies and Consumer Affairs Department, Govt. of NCT of Delhi i.e. the organization for whom the Product(s) are being manufactured.
- 6.1.4 The Bidder means an individual/firm/any agency /registered company etc. who's Bid to carry out the work of processing as per Specifications has been accepted by DSCSC
- 6.1.5 The Bidder's Bid is the complete Bidding document submitted by the Bidder to DSCSC and includes Technical bid, financial bid and other required documents before the award of the contract.
- 6.1.6 The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract and is the price payable to the Agency for full and proper performance of its contractual obligations.
- 6.1.7 Days are calendar days; months are calendar months as per Gregorian calendar.
- 6.1.8 A Defect in any part of conversion of Rice into cleaned and packed package which is not provided in accordance with the Specifications.
- 6.1.9 Specification means the Specifications for processing (cleaning and packaging) of Rice included in the contract and any modification or addition made or approved by DSCSC.
- 6.1.10 Effective date of contract shall be the date of receipt of intimation of award by the successful Bidder.

6.2 Sub-Contracting

Sub-contracting other than transportation work to any other party is strictly prohibited.

6.3 Liquidated Damages

In the event of the Bidder failing to process the Rice allocated to him as per the quality specifications and in conformity to the requirement within given time limit, the Bidder will inform DSCSC about the reasons for delay in supply. In case of failure by the Bidder/agency, DSCSC will be entitled to purchase the required quantity of Rice, after 10 days from the committed date of supply, from any other participating agency/alternative sources. The Corporation will be entitled to recover the loss suffered by it on account of payment of higher price and other expenses incurred in processing of Rice from the alternative sources as aforesaid. However, the liquidated damages will be capped at a maximum of 10% of the total Contract Value. Beyond this, the failure on the part of the Bidder to conversion of Rice into processed packets and deliver the same within the time limit fixed in the delivery schedule/ supply instructions given by DSCSC will be treated as breach of contract by the Bidder entailing liability of termination of contract. DSCSC will recover the damages or penalty recoverable under this clause from the security deposit or any other dues payable to the tenderer. Any delay on part of the Government resulting in delay in delivery of the stock shall not be considered while calculating the penalty on Bidder.

6.4 Timelines

The Bidder should start the work of lifting, processing, packaging and delivery of processed Rice within Two (2) months of the signing of the Contract with DSCSC.

6.5 Termination

- 6.5.1 The Corporation may, without prejudice to any other remedy for breach of contract, by written notice of default for 15 days sent to the Bidder, terminate the Contract in whole or in part.
- 6.5.2 Notwithstanding the above, DSCSC may on immediate basis terminate the Contract for violation of any terms of contract or for reasons such as non performance or poor performance or irregularity or misconduct or inappropriate conduct of whatsoever in nature or for violation of any statutory provisions including Essential Commodities Act or any other law in force relating to essential commodities or food articles, labour laws, tax laws, contract Act or any other law or for reasons as such of quality / quantity of supply or in case of criminal prosecution or any other like reasons. The tenderer shall be liable for damages and compensation in such a case.
- 6.5.3 If the Contract is terminated the Bidder shall stop supply immediately.
- 6.5.4 In the event of termination of contract by DSCSC on account of breach of any terms and conditions of the contract by the Bidder, the entire stock of Rice or other raw

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materials & final products of Rice bags shall be transferred to other unit on the written direction of DSCSC and such other Bidder will make the payment of the goods transferred to the defaulting Bidder .

- 6.5.5 Apart from any breach or Default, DSCSC reserves the right to terminate the contract at any time after giving one month's notice to the Selected Bidder. The Bidder may also terminate the contract after giving three months' notice to DSCSC.

6.6 Suspension of Contract

In appropriate case, DSCSC may at its discretion, instead of terminating contract for breach of any terms and conditions of contract by Bidder, suspend the contract for specified period. In case the contract is so suspended, selected Bidder will be under obligation to reimburse any kind of expenses likely to be incurred by DSCSC for making alternative arrangement for procuring supply during period of suspension of contract and if the Bidder fails to reimburse such loss or damages, the same will be recovered from security deposit or any other payment to be made to the Bidder either under this contract or any other contract.

6.7 Foreclosure

The Corporation reserves the right to foreclose the contract without assigning any reason. Thereafter no purchase shall be made from FCI by the Bidder. However, already purchased Rice shall be processed and delivered/ sold as per terms of contract. In such case the Bidder will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by Corporation up to the date of effect of this procedure.

6.8 Applicable law and its jurisdictions

- 6.8.1 The contract shall be governed as per Indian law and shall be subject to jurisdiction of Courts in NCT of Delhi.
- 6.8.2 The Bidder involved in any misconduct will be blacklisted after following due procedure besides any other action as warranted under law and terms of the contract along with forfeiture of Security Deposit.
- 6.8.3 All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of, the Arbitrator to be appointed by Chairman-Cum-Managing Director or any officer/person appointed by the Chairman Cum Managing Director, Delhi State Civil Supplies Corporation Ltd. Delhi. In case the arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason

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whatsoever, the Chairman-Cum-Managing Director shall be competent to appoint another person as Arbitrator. The arbitrator appointed shall not have any direct or indirect, past or present relationship with or interest in any of the parties or counsel or the subject matter of the dispute which is likely to give rise to justifiable doubts as to his independence or impartiality. His appointment should not further be challengeable under section 12 Arbitration and Conciliation Act 1996 or his relationship should not fall under any category specified in schedule VII of the said Act. That the fee (if any) or expenses of the Arbitration proceeding will be borne by the parties equally.

- 6.8.4 The award of such arbitration shall be final and binding on the parties to this contract. The Courts of Delhi only will have the jurisdiction in the matter of arbitration.
- 6.8.5 The successful tenderer shall execute agreement with DSCSC containing all these conditions and other conditions which DSCSC may like to incorporate with mutual consent of parties.
- 6.8.6 The Chairman-Cum-Managing Director of DSCSC reserves the right to relax any of the provisions contained herein.

6.9 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of principal and agent as between 'DSCSC' and the 'Bidder'. The Bidder, subject to this contract will have complete charge of its personnel, performing the services under this project from time to time. The Bidder shall be fully responsible for the services performed by them or on their behalf hereunder.

6.10 Standards of Performance

The Bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as faithful advisor to DSCSC. The Bidder shall always support and safeguard the legitimate interests of DSCSC, in any dealings with the third party. The Bidder shall abide by all the provisions/ Acts/ Rules etc. of Information Technology prevalent in the country and conform to the standards laid down in this RFP document, in totality.

6.11 Governing Language for Assignment

The contract shall be written in 'English Language'. English version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the

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contract, which are exchanged between the parties, shall be written in the English Language.

6.12 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

6.13 Forfeiture of Security Deposit

6.13.1 In case of the empanelled Bidders, the BG submitted by the Bidder shall be forfeited under the following conditions:

- a) If the Bidder violates any conditions as mentioned in RFP.
- b) If the Bidder indulges any such activities prejudicial to the interest of DSCSC.

6.13.2 The decision of DSCSC regarding forfeiture of BG shall be final and in case of dispute this will be governed by the section on Dispute Resolution, Arbitration & Legal Jurisdiction as mentioned in this RFP.

6.14 Probity & Publicity

6.14.1 DSCSC shall require all the Bidders to:

- a) Declare any actual or potential conflict of interest.
- b) Not collude with any other Bidder or any other contractor who is a potential Bidder.
- c) Comply with all laws in force in India applicable to the bidding procedure.
- d) Not attempt to influence the outcome of the bidding procedure by offering any employment, payment or any other incentive to or in any way seek to improperly influence any person employed/ engaged by DSCSC.
- e) Not make any press releases or responses to media enquiries and questions pertaining to the bidding process or the subsequent selection process without DSCSC 's written approval.

6.14.2 If the Bidders act contrary to these requirements, DSCSC reserves the right to:

- a) Terminate negotiations

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- b) Terminate consideration of the bid and
- c) Terminate any contract that may have been executed by DSCSC with such Bidder without any obligation on DSCSC to make any payments to the Bidder.

6.15 Reservation of Rights

DSCSC reserves the right to:

- 6.15.1 Extend the Closing Date for submission of the bids.
- 6.15.2 Amend the bid requirements at any time prior to the closing date, provided that the amendment is notified to prospective Bidders.
- 6.15.3 Terminate or abandon this procedure before or after the receipt of bids.
- 6.15.4 Seek the advice of external consultants to assist DSCSC in the evaluation or review of bids.
- 6.15.5 Make enquiries of any person, company or organization to ascertain information regarding the Bidder and their bid.

6.16 Extension of Contract

DSCSC reserves the right to extend the contract with the Terms & Conditions mutually agreed by both the parties. The extension of the contract will be based on the performance of the Bidder during the contract period which will be reviewed by DSCSC on yearly basis.

6.17 Breach of Statutes

- 6.17.1 The successful Bidders shall indemnify DSCSC against all penalties and liabilities of every kind of breach of any Statutes, Ordinance, Rules and Regulations or By-laws as may be applicable for and in the execution of the contract.
- 6.17.2 The Bidder shall be bound to indemnify DSCSC against all claims whatsoever in respect of the labourer under the Minimum wages, Provident Fund, ESI & Contract Labour (R & A) Act 1970 etc. In case DSCSC is held responsible for making any kind of payment to the labourer/any other person of the Agency under any statutory provision, the said amount shall be deducted from the bills of the Bidder from this contract or any other contracts or recovered from the amount of security deposit or as debt or in any other manner.
- 6.17.3 The tenderer shall be bound to indemnify DSCSC against all claims whatsoever in respect of the said personnel under the Employees Provident Fund and Miscellaneous Provisions Act, Contract Labour (Regulation and Abolition) Act ,

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Bonus Act ,ESI Act , Gratuity Act, Employees Compensation Act , factories Act or any statutory modification thereof or otherwise or in respect of damage or compensation payable in consequence of any accident or injury sustained by any worker or other persons whether in employment of the tenderer or not.

6.17.4 In case the DSCSC is held responsible for making any kind of payment to the employee/any other person of the tenderer under any statutory provision, the said amount shall be deducted from the bills of the DSCSC or recovered from the amount of security deposit or as debt or in any other manner.

6.18 Waiver

Any waiver by DSCSC of any breach of the terms or conditions of the contract shall not constitute waiver of any subsequent breach of the same.

6.19 Miscellaneous

6.19.1 In the event the applicant's/ Bidder's company or the concerned division of the company is taken over/ bought over by another company, all the obligations under the agreement with DSCSC, should be passed onto the compliance by the new company/ new division in the negotiation for their transfer.

6.19.2 No Bidder will pledge the Rice received under this scheme, with the banks for availing cash credit limit for his business transactions. If any Bidder indulges in this malpractice, he/ she will be immediately blacklisted, and the stocks of Rice shall be lifted from the Bidder's unit to other processing unit at his/ her risk and cost.

6.19.3 The Bidder is required to obtain all necessary licenses which are requiring to carry out the work as mentioned in the scope of work of this document. Any further requirement of licenses or obligations on part of the Bidder not covered otherwise in this RFP, if mandated by Govt or any other regulatory body or Department of Food and Civil Supplies shall be fulfilled by the Bidder. The Bidder shall be solely responsible to bear the cost incurred in full filling the same.

6.19.4 DSCSC in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

6.19.4.1 Suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;

6.19.4.2 Consult with any Bidder in order to receive clarification or further information;

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- 6.19.4.3 Retain any information and/ or evidence submitted to DSCSC by, on behalf of, and/ or in relation to any Bidder; and/ or
- 6.19.4.4 Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.19.5 It shall be deemed that by submitting the bid, the Bidder agrees and releases DSCSC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

6.20 Service Level Agreements

- 6.20.1 Service Level Agreement (SLA): Service Level Agreement (SLA) will form part of the contract between the DSCSC and the Bidder(s). SLA defines the terms of the responsibility in ensuring the timely delivery and the compliance to the scope of work as detailed in this RFP document. The bidder(s) has to comply with the Service Levels requirements to ensure adherence to timelines, quantity and quality of services to be rendered by the bidder(s) to the DSCSC and the Direct to Home Delivery Agency (DHD agency).
- 6.20.2 Purpose of Service Level Agreement: The purpose of the Service Level Agreement (SLA) is to clearly define and mutually agree to the minimum levels of the services which shall be provided by the Bidder to the DSCSC and the Doorstep Delivery Agency for the duration of the contract.
- 6.20.3 Objectives of Service Level Agreement: For effective governance of the contract, following are the envisaged Service Level Objectives:
- 6.20.3.1 Timely lifting of NFSA Rice from FCI Godown to Dedicated processing location
- 6.20.3.2 Prevent en-route diversion or replacement of NFSA Rice
- 6.20.3.3 Ensure timely processing, packaging and delivery of Packaged Rice to the storage location of doorstep delivery agencies for timely distribution to NFSA beneficiary.
- 6.20.3.4 Ensuring delivery of quality Rice in compliance with the FSSAI guidelines
- 6.20.3.5 Ensuring quality in packaging of Rice to ensure quality product with higher shelf life is distributed to PDS beneficiaries.

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6.20.3.6 Ensure there is no diversion of any kind of malpractice being followed by the Bidder during the processing and packaging of Rice.

6.20.4 Service Level Agreement Requirements: Service Level Agreement (SLA) is the contract between the DSCSC and the bidder. SLA defines the terms of the bidder's responsibility in ensuring the performance based on the agreed scope of work, timelines and deliverables.

6.20.5 Services provided by the bidder: The selected bidder(s) shall provide to DSCSC services as mentioned in section 2 of the RFP document.

6.20.6 SLA Parameters: The following table indicates Service Definition, Service Levels, SLAs along the severity of each component and the respective penalty. In case the performance does not improve then DSCSC may also consider taking appropriate corrective actions against the bidder including termination of the contract.

S. No	Service Definition	Service Level	Service Level Agreement	Severity	Penalty
1	Lifting of Commodity from FCI Godown to Rice Processing Unit	Lifting of Commodity from FCI Godown to Dedicated Rice Processing Unit location shall be carried out within the given timeframe and in accordance to the lifting schedule agreed between DSCSC and the Bidder	Bidder must complete the lifting of commodity from FCI godown within the given time frame as mentioned in the bulk release order issued by FCI.	High	A penalty amounting to 5% of the Total Transportation Cost payable to Bidder against the lifting of commodity as per Release order issued to Bidder.
2	Lifting of Commodity from FCI Godown to Rice Processing Unit	Lifting of commodity to be carried out using vehicles fitted with GPS and CCTV cameras. Transporter must demonstrate CCTV and Cameras installed in vehicles are in working	Bidder must ensure CCTV and GPS device are in up and running conditions. The same must demonstrated to the DSCSC	High	A penalty of Rs 5000 per incident/trip will be applied on the bidder

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S. No	Service Definition	Service Level	Service Level Agreement	Severity	Penalty
		condition with recording facility for 2 months	official deployed at FCI godown.		
3	Quality Control and Inspection	Bidder to get quality testing done for Rice from NABL/Govt approved Labs as per the Quality Standards prescribed in Annexure A of RFP document	Bidder to get quality testing done for every 50 MT Rice processed at Processing Unit from NABL/Govt approved Labs.	High	A penalty of Rs 80000 per incident will be imposed on the bidder, apart from rejection of the whole lot of Rice.
4	Packaging, Marking, Labels and Assigning of unique ID	Compliance to packaging requirements as per Annexure B & C of RFP document	Bidder must ensure 100% compliance to the Annexure B & C of RFP document.	High	A penalty of Rs 10 per bag will be imposed apart from rejection of Rice packets and imposition of separate penalty of R 10000 per incident
5	Delivery of Rice to Storage Location of DHD Agency**	Bidder to share weekly delivery schedule with DSCSC and the Direct to Home Distribution Agency and should delivery/supply the quantity agreed as per delivery schedule to the DHD Agency.	The late delivery of the stock will be accepted for the period of maximum 5 days from the last day of delivery as per the weekly schedule shared by the Bidder.	High	A penalty of 5% of the total processing charges of the quantity delayed as per weekly schedule shall be applied for each day of delay beyond the permissible limit (5 days) on the Bidder.
6	Other	Bidder must ensure	Bidder must	High	A penalty of Rs

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S. No	Service Definition	Service Level	Service Level Agreement	Severity	Penalty
	Obligations of the Bidder	CCTV is installed in storage, processing and packing unit of Rice Processing Unit.	ensure the CCTV is in working condition 24X7 and the feeds are stored for a period of 2 months		10,000/- per incident with be applied on the Bidder

Service Level Parameter

*** Delivery of Packaged Rice to Storage Location of DHD Agency - The Penalty for late delivery of Packaged Rice to the DHD agency to be imposed on the bidder is as illustrated below:*

	Qty	Delay in days	Permissible Limit	Days for which penalty is applicable	Base Penalty	Penalty Amount
Processing capacity/day in MT	50		5 Days		5% of the total processing charges of quantity delayed as per weekly schedule shall be applied for each day of delay beyond permissible limit (5 days)	
Monthly target in Qtl A*25*10	12500					
Week 1 Target (in Qtl)	2500	0				
Week 2 Target (in Qtl)	2500	7 Days		2		₹ 50,000.00
Week 3 Target (in Qtl)	2500	6 Days		1		₹ 25,000.00
Week 4 Target (in Qtl)	2500	0				
Week 5 Target (in Qtl)	2500	0				
Processing charges (Cleaning & packaging)/Qtl for calculation	₹ 200.00					
Total penalty due to late delivery Packaged Rice						₹ 75,000.00

Illustration for SLA Parameter Number 6

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6.20.7 Penalty, if any as per the above table, would be deducted from the total monthly invoice to the bidder. In case penalty amount is higher than the total monthly payable to bidder, the DSCSC will have the right to recover the excess amount from the bidder, in the manner as may be deemed appropriate by the DSCSC.

6.20.8 The maximum penalty applicable on the Bidder shall not exceed 10% of the total contract value. In case if the total penalty applicable on the Bidder exceeds 10% of the total contract value than DSCSC reserves the right to terminate the Contract with Bidder.

7 Special Terms and Conditions

7.1 Payment Terms

- 7.1.1 The Bidder will submit bills to the concerned Godown Incharge of DSCSC accompanied by an invoice describing, that the Bidder has delivered the rice packets and services are performed as stipulated in the Contract. The Delhi State Civil Supplies Corporation shall release the payment to the Bidder(s) within 15 working days of the receipt of the invoice.
- 7.1.2 Payments to the Bidder will be made for the monthly quantity delivered and accepted and shall be released against submission of following documents;
- 7.1.2.1 Quantity reconciliation statement (including Quantity of Rice lifted from FCI, Processes and Delivered by the Bidder to DHD Agency against Release Order, Delivery Challan and Batch wise report of Rice Processing Unit) for Rice cleaned, packed and handed over to distribution agency duly certified by the DSCSC/Department.
- 7.1.2.2 Bidder shall produce Quality Test Certificate conducted by the inhouse laboratory and by NABL/Govt Approved Laboratory against each batch processed at the processing unit for confirmation of quality of the concerned batches of supply.
- 7.1.2.3 Bidder shall submit the Delivery Challan against all the trips made from FCI Godown to processing unit and from processing unit to storage godown of distribution agency. The transportation amount shall be calculated based on QTLS AND KMs slab
- 7.1.2.4 Bidder shall deduct the cost of Gunny bags and HDPE bags before raising the monthly invoice to DSCSC. The total number of Gunny bags and HDPE bags for the allocation month will be arrived from the Release order issued to the Bidder by DSCSC.
- 7.1.2.5 Bidder shall be required to furnish any other document required as may be required by DSCSC towards the processing of the payment
- 7.1.2.6 Payments of the Bidder shall be subject to the application of liquidated damages and/or SLA penalties (if any applicable) as per the RFP document for that month.
- 7.1.2.7 All payments shall be made through NEFT/ RTGS only
- 7.1.3 The Corporation shall pay to the Bidder the charges at the rates fixed per Qtls in Rupees for assigned work. The fixed rates will be inclusive of GST (CGST and SGST as

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applicable) wherever is applicable, any other incidental charges or expenses relating to compliance of any law of the land in force.

7.1.4 The income tax shall be deducted at source from the payment made to Bidder from time to time in accordance with Income Tax Act/Rules as applicable.

7.2 Delegation

DSCSC may delegate any of its duties and responsibilities to other Officers/agencies or experts after notifying the Bidder and may cancel any delegation after notifying the Bidder.

7.3 Decisions and Instructions

Except where otherwise specifically stated, DSCSC's decision shall be binding on the Bidder. The Bidder shall carry out all instructions pertaining to the contract and comply with the applicable laws.

7.4 Trademarks, Publicity

Party shall not use the trademarks of the other Party without the prior written consent of the other Party except that Bidder may, upon completion, use the Project as a reference for credential purpose.

7.5 Bidder's Risk

All risks of loss or damage to health, property, personal injury or death which may arise during and in consequence of the performance of the contract or any commercial risks other than the excepted risks which are the specified responsibility of the Bidder. The Bidder shall be liable for forfeiture of its security, liquidated damages, termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of conditions defined as expected risks.

7.6 Change Orders

The DSCSC may at any time, by written order to the Bidder can make changes within the general scope of the Contract in the specifications of the packed Rice and the timing of supplies.

7.7 Insurance

7.7.1 The Bidder shall provide insurance cover from the start date to the end of contract period, in the amounts and deductibles as decided by DSCSC.

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- 7.7.2 The bidder shall ensure that Insurance policy of the value of Rice shall be taken to cover the losses/theft/fire/damage to the unprocessed or processed Rice during storage and processing and transportation.
- 7.7.3 The Bidder shall provide insurance cover for loss or damages due to any claims in connection with the Contracts.
- 7.7.4 The Bidder shall provide insurance cover for loss due to any personal injury or death to the employees/worker/labour of the Bidder.

7.8 Penalty

- 7.8.1 If it is found that Bidder has diverted the Rice provided for cleaning, legal actions under the Essential Commodities Act or any other law in force shall be initiated against the Bidder.
- 7.8.2 In case of any misappropriation, loss or delivery of any stocks of Rice at unauthorized places, the Bidder would be liable for action under the Essential Commodities (E.C.) Act and/or any other law/rules applicable the Bidder will further liable to be blacklisted for applying for any further tenders with DSCSC. In case, at any stage, any FIR is lodged under E.C. Act or the bidder is blacklisted, the Contract of the Bidder will be terminated immediately.
- 7.8.3 In the event of any breach of the terms and conditions of the agreement by the Bidder, the Chairman-Cum-Managing Director or authorized officers of DSCSC shall be empowered to forfeit the security deposit of the Bidder in part or in full besides any other action which may be warranted including lodging of FIR & black-listing the Bidder for a period of 5 (Five) years for applying in any further tender called by DSCSC. The Chairman-Cum-Managing Director or authorized officers of DSCSC further reserves the right to waive the levy of penalties/damages of the Bidder in part or full, if the breach is involuntary, due to act of God and other exigencies at their sole discretion. It is further made clear that in case of breach of the terms and conditions of the agreement by the Bidder, the Bidder will be blacklisted for the period mentioned above and shall not be allowed to participate or carryout the processing of Rice for the corporation for any district of GNCTD. The security deposit of such Bidder shall be forfeited.

7.9 Labour

The Bidder shall, unless otherwise provided in the Agreement, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, welfare, transport and other statutory requirements.

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- 7.9.1 It shall be the sole responsibility of the tenderer to arrange employees for implementation of this agreement. The DSCSC shall not in any manner, be responsible to address any employee disputes during the period of this Agreement. The DSCSC shall have the right to terminate the contract and forfeit the security deposit, without notice, in case, the tenderer is unable to implement the agreement on account of any employee disputes, and shall get the work executed, in part or full, at the risk and cost of the tenderer .
- 7.9.2 The employees through whom the work undertaken by the Tenderer in the agreement is performed shall exclusively be the employees of the Tenderer and shall not, in any event, deemed to be in the employment of the Corporation
- 7.9.3 All the liabilities, responsibility direct or indirect in respect of the said employees arising under any law in force shall be that of the Bidder and the DSCSC shall not be responsible for it in any manner whatsoever.

7.10 Compliance with Labour Regulation

During the continuance of the Agreement, the Bidder shall always abide by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central or local authority.

7.11 Title and Risk

- 7.11.1 All risks, liabilities and obligations in the packaged Rice product shall be borne by the Bidder. The Bidder shall always ensure that the goods supplied by it under this contract shall be free from any lien, charges or other claims.
- 7.11.2 In case the Bidder fails to complete the processing and supply packaged Rice, Corporation shall be at liberty to get the work done from the third party on the risk and cost of the Bidder and the difference of expenses/amount shall be recovered from the Bidder.

7.12 Indemnification & Limitation of Liability

7.12.1 Indemnification:

- 7.12.1.1 Subject to Clause 7.13 below of RFP document, the Bidder (the "Indemnifying Party") undertakes to indemnify DSCSC (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the

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Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Contract.

7.12.1.2 If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

7.12.1.3 Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

7.12.1.3.1 Indemnified Party's misuse or modification of the Service;

7.12.1.3.2 Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;

7.12.1.3.3 Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;

7.12.1.3.4 Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or

7.12.1.3.5 Information, direction, specification or materials provided by Indemnified Party or any third party contracted to it

7.12.1.4 If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either

7.12.1.4.1 procure the right for Indemnified Party to continue using it,

7.12.1.4.2 replace it with a non-infringing equivalent,

7.12.1.4.3 Modify it to make it non-infringing.

7.12.1.4.4 The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

7.12.1.5 The indemnities set out in Clause 7.13 of RFP document shall be subject to the following conditions:

7.12.1.5.1 the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

7.12.1.5.2 the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;

7.12.1.5.3 if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the

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right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

7.12.1.5.4 the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;

7.12.1.5.5 all settlements of claims subject to indemnification under this Clause will be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and include any appropriate confidentiality Contract prohibiting disclosure of the terms of such settlement;

7.12.1.5.6 the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

7.12.1.5.7 the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

7.12.1.5.8 in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

7.12.1.5.9 if a Party makes a claim under the indemnity in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages)

7.12.2 Limitation of Liability:

7.12.2.1 The aggregate liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Contract, including the work, products or Services covered by this Contract, shall be the payment of direct damages only which shall in no event exceed the total value of the contract payable under this Contract. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause 7.13 of RFP document.

7.12.2.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause 7.13 of RFP document) even if it has been advised of their possible existence.

7.12.2.3 The allocations of liability in this Section represent the agreed and bargained for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Contract by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

7.13 Force Majeure

7.13.1 None of the parties shall be liable or responsible for failure to perform or delay in performance of the respective obligations there under if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given as detailed below.

7.13.1.1 To the extent that the event is not within the reasonable control of the tenderer whose performance under this Contract is affected thereby, for the purposes of this Contract, Force Majeure may mean and include any of the following events or circumstances: fire, epidemic, act of God, armed conflicts, civil disturbances, acts of the public enemy or belligerents, riots, earthquake, government laws, orders and/ or rule and regulations. The Chairman Cum Managing Director or authorized officer of the Corporation shall be empowered to decide on the basis of facts and circumstances as to whether the doctrine of Force Majeure is applicable.

7.13.1.2 It is expressly understood and agreed to between the parties hereto that non availability of material, machinery, transport, labour strikes, lock- outs shall not be included in Force Majeure. The tenderer shall be solely and exclusively responsible for any loss incurred by the Corporation on account of any disputes between the tenderer and his employees and shall be exclusively responsible for such personnel under any/ statutory enactments under the laws applicable of them.

7.13.2 Notification procedure for Force Majeure Event

7.13.2.1 The Affected party shall notify the other party of a Force Majeure Event within seven (7) days of occurrence of such event. If the other party disputes the claim for relief under the Force Majeure Event provisions the claiming party shall give a written notice of such dispute within thirty (30) days of such notice to the Affected party.

7.13.3 Consultation and Duty to Mitigate

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7.13.3.1 Except as otherwise provided in this Clause, the Affected party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

7.14 Arbitration

7.14.1 All the disputes and differences arising out of or in any way touching or concerning the Agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of, the Arbitrator to be appointed by Chairman-Cum-Managing Director or any officer/person appointed by the Chairman Cum Managing Director, Delhi State Civil Supplies Corporation Ltd. Delhi ("**Arbitrator**"). In case the Arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason whatsoever, the Chairman-Cum-Managing Director shall be competent to appoint another person as Arbitrator. The Arbitrator appointed shall not have any direct or indirect, past or present relationship with or interest in any of the parties or counsel or the subject matter of the dispute which is likely to give rise to justifiable doubts as to his independence or impartiality. His appointment should not further be challengeable under section 12 Arbitration and Conciliation Act 1996 or his relationship should not fall under any category specified in schedule VII of the said Act. That the fee (if any) or expenses of the Arbitration proceeding will be borne by the parties equally.

7.14.2 The award of such arbitration shall be final and binding on the parties to this contract. The Courts of Delhi only will have the jurisdiction in the matter of arbitration.

7.15 Obligation of the Bidder

7.15.1 The Selected Bidder shall use only GPS and CCTV enabled trucks allowed by concerned Government Authorities/ National Green Tribunal, Courts & any other

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government establishment for transportation of Rice from FCI Godowns. All the Bidders shall have necessary permission /license /permit for carrying transportation of food items in NCT of Delhi from Food, Safety & Standard Dept. to ply within NCT of Delhi, if applicable. Further, the trucks engaged in transportation of Rice supply should not be used in any other Government activities.

- 7.15.2 It shall be the sole responsibility of the Selected Bidder to deliver the Rice on the same day at processing unit after issuance of the same & departure of truck from FCI godowns. Under no circumstances, the stocks issued shall be allowed to be kept in dump in the FCI godowns or anywhere else. In case, if supply of Rice at dedicated processing unit is not made same day on account of either seizure or detention by any Govt. agency or due to any other unforeseen circumstances beyond the control of the contractor, the matter will be reported to the concerned Godown In charge of DSCSC.
- 7.15.3 Furthermore, department and any other authorized agencies of the GNCTD should be able to inspect these transport and processing unit vehicles any time and receipt of Rice at the service providers' warehouses also shall be updated in the FEAST module.
- 7.15.4 The Selected Bidder shall be responsible for the safety of goods right from the time of issue and while in transit in his trucks/vehicles and for delivery of quantity and quality, dispatched from the FCI Godowns to the dedicated processing unit and then from Unit to the storage location of Doorstep Delivery Agency. The Selected Bidder shall be liable to make good the shortage, wastage, loss or damage to the goods in transit by way of arranging goods only besides any other action which can be taken as per terms & conditions of Contract by Corporation.
- 7.15.5 The weighment at the time of issue of Rice by the Food Corporation of India/DSCSC shall be performed in the presence of the Selected Bidder or his representative(s), whether through weigh bridge or in any other manner. This would also be treated as handing over of Rice to the Bidder or his representative(s).
- 7.15.6 All the trucks/vehicles used in transportation of Rice shall be properly cleaned, washed and dried before loading of Rice at FCI Godowns.
- 7.15.7 The trucks/vehicles used for transportation of Rice should have sound, smooth and waterproof walls so that there is no damage caused to Rice loaded in trucks/vehicles.
- 7.15.8 The Selected Bidder will ensure that all the trucks/vehicles deployed by him for transportation of Rice are kept in proper condition of fitness and also ensure that they do not emit excess fumes and so violate the pollution control norms. Every

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truck under contract with DSCSC should carry 'Fitness & Pollution control' certificate. The Corporation will not be responsible for any action taken by the Directorate of Transport/Police or any other authorities for any violation of any of the laws and it shall be the sole responsibility of the Bidder. A certified copy of the Fitness & Pollution control certificate from the transport authority may also be furnished.

- 7.15.9 The Selected Bidder shall ensure that Rice is loaded in his vehicle up to carrying capacity as per provisions of Motor Vehicles Act, 1988 and also with the compliance of the directions of the Hon'ble Supreme Court. The Selected Bidder himself shall be responsible for any action taken for violation of this provision.
- 7.15.10 The gunny bags/kattas for collecting loose grains of Rice will have to be provided by the Selected Bidder at his own cost and not by DSCSC.
- 7.15.11 The Selected Bidder shall also provide sufficient number of tarpaulins on top and bottom of each truck to cover the bags of Rice during the rains, storms and other similar conditions including seepage etc. and take other protective measures at his own cost for each truck and take reasonable precautions to cover the bags of Rice after weighment and shall be responsible if the Rice bags are damaged by rain through his failure to supply adequate number of tarpaulins or to take any other reasonable precautions. In case of damages/wastages, if any, due to rains, storms and other similar conditions including seepage etc. or otherwise, he shall be liable to arrange the same.
- 7.15.12 The Selected Bidder shall carry out all services assigned or entrusted to him during the course of business by Chairman-Cum-Managing Director or an officer acting on their behalf and shall abide by all instructions issued to him from time to time by the said officer(s). He shall render the services to the satisfaction of the Chairman-Cum-Managing Director or an officer acting on their behalf together with such ancillary and incidental duties, services and operations as may be indicated by the said officer(s) and which are not inconsistent with the terms and conditions of the agreement. The Bidder shall always be bound to act with reasonable diligence and in a business-like manner.
- 7.15.13 The Selected Bidder shall ensure efficient handling and transportation of stock of Rice and furnishing correct and up to date position/information of progress of work, statements and accounts from time to time, in prescribed manner/schedule. The Bidder shall compensate DSCSC for losses arising from negligence, carelessness, want of skill or misconduct by him or his agents.

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- 7.15.14 It shall be the sole responsibility of the Selected Bidder to arrange transportation of Rice for implementation of this agreement. The Corporation, shall not in any manner, be responsible to address any disputes during the period of this Agreement. The Corporation shall have the right to terminate the contract and forfeit the security deposit, without notice, in case, the Selected Bidder is unable to implement the agreement on account of any disputes, and shall get the work executed, in part or full, at the risk and cost of the Bidder.
- 7.15.15 The Bidder shall, at the time of submission of RFP document should submit an affidavit wherein it will be categorically stated that he has not been convicted in any criminal case and also no case under the Essential Commodities Act is pending against him.
- 7.15.16 The Corporation shall review the arrangement based upon the performance of the Bidder in all respects from time to time.
- 7.15.17 The Selected Bidder shall not assign the work to any blacklisted/debarred entity directly or indirectly in any other manner and vehicles owned by the blacklisted debarred entity will not be used in the operation directly or indirectly in execution of the contract and in case of violation, the contract is liable to be terminated along with forfeiture of performance guarantee/Security Deposit.
- 7.15.18 Any instruction/ order issued by the Govt. of India, Govt. of NCT of Delhi pertains to TPDS functions shall be binding to the Selected Bidder accordingly and Chairman-Cum-Managing Director of DSCSC reserve the right to alter/ amend/ change any of the provisions contained herein as and when felt necessary.
- 7.15.19 The tenderer shall comply with the Acts/Laws related to EPF, ESI, Minimum Wages & Contract Labour (R & A) Act 1970 etc. valid clearance certificate from Environment Department, strictly and shall be solely responsible for any claims arising there from or concerned therewith.
- 7.15.20 The Selected Bidder shall provide proof of compliance of Minimum Wages, EPF, ESI, & Contract Labour (R & A) Act 1970 etc. Further the Selected Bidder shall maintain all records and registers as prescribed and on monthly basis.
- 7.15.21 The DSCSC shall not be responsible to defend any claims made in respect of the above in any court or forum and shall also not be liable to bear any liability on account of the same including litigation expenses, if the claim is filed against DSCSC.
- 7.15.22 The agreed rate(s) by the Selected Bidder shall be valid during the period of the contract and during the extended period, if any, of the contract.

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- 7.15.23 No escalation whatsoever on any account including any increase in price of fuel, electricity tariff, salaries, labour charges, operational charges & spares etc. shall be permissible by Corporation to the Selected Bidder during the period the contract shall remain in force.
- 7.15.24 The Selected Bidder shall submit his bills duly signed, within 15 working days after completion of assigned work. The Bidder shall be required to submit a certificate along with every bill that the payment to the laborers have been released by them. The payment will be made by DSCSC to the Bidder on monthly basis after completion of previous month's assigned work.
- 7.15.25 The transportation of allocated quantity of food grains from FCI Godowns to dedicated processing unit is to be completed before 25th or end of the month and delivery of the Rice to storage location of the Doorstep Distribution Agency should be complete (at least 60%) before the start of Distribution month.
- 7.15.26 DSCSC shall have the right to terminate the agreement and forfeit the Security Deposit besides black-listing the Bidder for a period of 5 (Five Years) for applying in any tender called by DSCSC, after giving a notice, if the above work pending persists or any other violation of the terms of contract and get the work done from other sources.
- 7.15.27 The Selected Bidder shall not sublet, transfer or assign the contract or any part except transportation thereof in any manner to anyone. In the event of the Bidder contravening this condition, DSCSC shall be entitled to, entrust the work to anyone else at the risk & cost of the Bidder and to forfeit his performance guarantee/Security Deposit.
- 7.15.28 The Selected Bidder shall not make any change in the constitution of the firm in any manner during the currency of the contract, without seeking the prior approval of DSCSC. The Selected Bidder shall notify to DSCSC the death/resignation of any of the partners(s) immediately on the occurrence of such an event. On receipt of such notice, DSCSC shall have the right to terminate the contract along with forfeiture of performance guarantee/Security Deposit or to enter into fresh contract with the surviving partner(s) legally authorized to do so at the discretion of DSCSC on the same terms and conditions.
- 7.15.29 In case of disrupted or dissatisfactory performance, the Bidder shall be liable for prosecution under the E.C Act, 1955 through the office of the Commissioner F&S Deptt., G.N.C.T. of Delhi, besides other penal actions as provided in the agreement or under any other law.

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7.15.30 The Selected Bidder shall also bring into knowledge the contents of section 6A of E.C. Act, 1955 of the owners of vehicles arranged from other sources before transporting of Rice meant for PDS from the godowns regarding confiscation of vehicles and other criminal action against the vehicle and its owner. The section 6A states as below:

7.15.31 "Under section 6A Confiscation of essential commodity -Where any essential commodity is seized in pursuance of an order made under section 3 in relation thereto, a report of such seizure shall, without unreasonable delay, be made to the Collector of the district or the Presidency town in which such essential commodity is seized and whether or not a prosecution is instituted for the contravention of such order, the Collector may, if he thinks it expedient so to do, direct the essential commodity so seized to be produced for inspection before him, and if he is satisfied that there has been a contravention of the order may order confiscation of :

- the essential commodity so seized.
- Any package, covering or receptacle in which such essential commodity is found, and
- Any animal, vehicle, vessel or other conveyance used in carrying such essential commodity.....".

7.15.32 The Selected Bidder shall not assign the work to any blacklisted/debarred vendor directly or indirectly in any other manner and vehicles owned by the blacklisted debarred vendor will not be used in the operation directly or indirectly in execution of the contract and in case of violation, the contract is liable to be terminated along with forfeiture of performance guarantee/Security Deposit.

7.15.33 Any instruction/ order issued by the Govt. of India, Govt. of NCT of Delhi pertains to PDS functions shall be binding to the selected bidder accordingly and Chairman Cum Managing Director of the Corporation reserve the right to alter/ amend/ change any of the provisions contained herein as and when felt necessary.

8 Food Calendar

Bidders are required to submit a detailed work plan indicating activity likelihood, processing, delivery at DHD godown and timelines to complete each activity as listed. Bidders should also indicate any dependencies in any of these activities which may result in any considerable delays/ deviations from the work plan.

The tentative monthly time schedule to be followed for the entire scope of work is as mentioned below:

S. No	Particulars	Tentative Date
1.	Allocation of NFSA Rice to Bidder	By 5 th of Every Month
2.	Payment against the allocated quantity by DCSCS	by 8 th of Every Month
3.	Collection of Bulk Release Order and commencement of lifting of NFSA Rice from FCI	From 11 th of Every Month
4.	Processing of Rice	From 11 th of Every Month to 5 th of Next Month
5.	Commencement of dispatch operation of packed product to Circle level storage location for DHD distribution	From 16 th of every month

Annexure-I: Format for Annual Turnover of the Bidder

TO WHOM IT MAY CONCERN
[To be submitted on Bidder's Letterhead]

This is to certify that the total annual turnover of M/s. ,
Proprietorship/Partnership/Company/Society/HUF having registered office at
..... from processing and packaging business of Rice and/or other
foodgrain (please specify) during the financial years (in Rupees)

2017-2018: _____

2018-2019: _____

& 2019-2020: _____ is Rs.....

The average annual turnover for last three years is Rs.....

The above figure has been certified based on examination of books of accounts of the above
said firm produced before us by Sh/Smt. S/o or D/O _____ of
M/s _____.

For

M/s.
Chartered Accountants

Signature

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Date

Place

Annexure-II: Format of Affidavit against Blacklisting & Debarment

Affidavit

I..... S/o or D/o Resident of
..... hereby solemnly affirm and declare as under :-

1. That I am the Proprietor / Partner / Director of M/s having registered office situated at and is running business of processing and packaging of Rice and /or other foodgrain(please specify).
2. That I or my firm is not blacklisted from any Government Department/ Organization and / or debarred on the basis of FIR lodged against me / my firm connected with handling of essential commodities anywhere in India.
3. That it is my true statement and I shall be responsible for any false statement.

DEPONENT

Verification:

Verified at New Delhi on this day of that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

DEPONENT

Annexure-III: Self-Certificate for Dedicated Rice Cleaning and Packaging Unit

Self-Certificate

[To be submitted on Bidder's Letterhead]

I..... S/o or D/o..... R/o
hereby self-certify that:

1. I am the Proprietor / Partner / Director of M/s registered office situated at
.....and is running business of processing and packaging of Rice and/or other foodgrain(please specify).
2. I or my firm shall not indulge in any private processing of any kind for commercial purpose or any other purpose.
3. The processing unit is physically located in Delhi and registered under manufacturing/ Trade license issued by the government approved regulatory authorities MCD/ DIC, Govt of Delhi, and is be valid on the date of application to this tender.

It is my true statement and I shall be responsible for any false statement.

Place

Signature of the applicant

Date

Name

Designation

Address

Phone

Email

Annexure-IV: Format of Self-Certificate for Constitution of Ownership

Self-Certificate
[To be submitted on Bidder's Letterhead]

I..... S/o or D/o..... R/o
hereby self-certify that:

1. I am the Proprietor / Partner / Director of M/s situated at
and is running business of processing and packaging of Rice or other foodgrain (please specify).

2. I or my firm shall not change the constitution, whether in the identity of the partners or in the share/share- holding or any of them or in the terms of the deed of partnership or of the bye-laws, as the case may be, without the prior written consent of the Delhi State Civil Supplies Corporation Ltd.

3. It is my true statement and I shall be responsible for any false statement.

Place

Date

Signature of the applicant

Name
Designation
Address
Phone
Email

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Annexure-V: Eligibility Criteria

The Bidder should submit this compliance checklist duly completed for establishing their eligibility for Empanelment:

Eligibility Criteria			
Sl. No.	Basic Requirement	Specific Requirements	Documents required to be submitted
1.	Registration of Bidder	a. In case of proprietorship	Name of the Proprietor with address, phone/ email ID. (Copy of the proprietorship registration)
		b. In case of Partnership firm	Name of all the Partners with their address, phone/email ID's. Is partnership registered • Yes/ No If yes, Date of registration and name of registering authority (copy of same to be enclosed)
		c. In case of a Ltd., Company under Indian Companies Act, etc.	Kindly state Organization detail. Copies of following documents to be submitted: • Pvt. Ltd./Ltd. Registered Name & • Office Address with phone, email, website • Date of Certificate of incorporation • Authorized Share Capital • Subscribed Share Capital • Memorandum & Articles of Association
2.	Average Revenue for last 3 years	The Bidder shall have minimum average annual turnover as mentioned below from processing and packaging of Rice and /or other foodgrain (please specify) during the last three financial years (i.e. for the financial year 2017-2018, 2018-2019 & 2019-2020) as below: • For Bidders having processing (cleaning and packaging) capacity	A turnover certificate as per Annexure - I from a Chartered Accountant, showing turnover from above stated business is required to be attached. Copies of Audited Balance Sheet and Profit & Loss Account for respective period

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		<p>of 20 MT/day the minimum average turnover should be 2 (Two) Crores per annum</p> <ul style="list-style-type: none"> • For Bidders having processing (cleaning and packaging) capacity upto 50 MT/day the minimum average turnover should be 4 (Four) Crores 50 (Fifty) Lakhs per annum • For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above the minimum average turnover should be 9 (Nine) Crores per annum 	
3.	Registration with GST & PAN	The Bidder must be registered with GST Department & have PAN number	Copy of valid GST certificate and PAN card
4.	EMD	Proof of Payment to be submitted	Transaction UTR No. RTGS/NEFT with scan copy or copy of Bank Guarantee
5.	POA	Power of Attorney/Letter of Authorization of the signatory of the bid document duly notarized (if any)	Power of Attorney/ Letter of Authorization
6.	Dedicated Rice processing for DSCSC	The empaneled Bidder shall not indulge in any private processing for commercial purpose after award of contract.	Self- attested declaration from the Bidder as per Annexure 'III'
7.	Constitution of Ownership	The firm shall not affect any change in its constitution, whether in the identity of its partners or in the share/ shareholding or any of them or	Self- attested declaration from the Bidder as per Annexure 'IV'

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		<p>in the terms of the deed of partnership or of the bye-laws, as the case may be, without the prior written consent of the Delhi State Civil Supplies Corporation Ltd.</p> <p>If the Bidder does not own the Rice Processing Unit and has taken the same on lease, then the lease period of the Rice Processing Unit should be valid for a minimum period of 3 years from the date of issuance of work order to the Bidder.</p>	<p>Bidder to submit copy of Lease document</p>
8.	FSSAI Certifications	<p>The processing unit hygiene, sanitation and safety standards should be as per the norms set by FSSAI</p>	<p>Copy of valid FSSAI certificate</p>
9.	Proof of Covered Storage	<p>The covered storage space at the processing unit should be sufficient to handle both unprocessed and processed Rice equivalent to a minimum of 5 days of processing capacity of the unit as quoted in the tender response</p>	<p>Self-attested certificate for covered storage space as in Annexure -F</p>
10	Manufacturing / Trade License	<p>The processing unit is physically located in Delhi and Manufacturing/ Trade license issued by the government approved regulatory authorities MCD/ DIC, Govt of Delhi, and should be valid on the date of application to this tender, the Rice processing Bidder whose license had expired and have applied for renewal shall not be considered</p>	<p>Copy of valid manufacturing/ trade license</p>
11	Self-Certificate for a. CCTV footage, b. GPS tracks,	<p>Bidder Self-attested certificate to facilitate the following with specifications as mentioned in RFP: a. CCTV footage,</p>	<p>Self-Certification as in Annexure-H</p>

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	c. Conversion Ratio, d. Shelf life and e. Packaging unit	b. GPS tracks, c. Conversion Ratio, d. Shelf life and Packaging unit e. Packaging unit	
12	Rice conversion Ratio	Self-attested certificate to deliver 100% processed Rice as defined in RFP	Self-Certification of the Bidder
13	Original Bid Document	The original bid document duly signed and stamped on each page as an acceptance of terms and conditions of the tender	Original bid document duly signed and stamped on each page
14	Integrity Pact	Signed Copy of Integrity Pact	Please Refer Annexure X

Annexure-VI: Check list of Bidder Eligibility Criteria

Check list for Bidder Eligibility Criteria				
Sl. No.	Basic Requirement	Specific Requirements	Documents required to be submitted	Pg Num
1	Registration of Bidder	a. In case of proprietorship	Name of the Proprietor with address, phone/ email I'd. (Copy of the proprietorship registration)	
		b. In case of Partnership firm	Name of all the Partners with their address, phone/email ID's. Is partnership registered • Yes/ No If yes, Date of registration and name of registering authority (copy of same to be enclosed)	
		c. In case of a Ltd., Company under Indian Companies Act, etc.	Kindly state Organization detail. Copies of following documents to be submitted: • Pvt. Ltd./Ltd. Registered Name & • Office Address with phone, email, website • Date of Certificate of incorporation • Authorized Share Capital • Subscribed Share Capital • Memorandum & Articles of Association	
2	Average Revenue for last 3 years	The Bidder shall have minimum average annual turnover as mentioned below from processing and packaging of Rice and /or other food grain (please specify) during the last three financial years (i.e. for the financial year 2017-2018, 2018-2019 & 2019-2020) as below: • For Bidders having	A turnover certificate as per Annexure-I from a Chartered Accountant, showing turnover from above stated business is required to be attached. Copies of Audited Balance Sheet and Profit & Loss Account for respective period	

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		<p>processing (cleaning and packaging) capacity of 20 MT/day the minimum average turnover should be 2 (Two) Crores per annum</p> <ul style="list-style-type: none"> • For Bidders having processing (cleaning and packaging) capacity upto 50 MT/day the minimum average turnover should be 4 (Four) Crores 50 (Fifty) Lakhs per annum • For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above the minimum average turnover should be 9 (Nine) Crores per annum 		
3	Registration with GST & PAN	The Bidder must be registered with GST Department & have PAN number	Copy of valid GST certificate and PAN card	
4	EMD	Proof of Payment to be submitted	Transaction UTR No. RTGS/NEFT with scan copy or copy of Bank Guarantee	
5	POA	Power of Attorney/Letter of Authorization of the signatory of the bid document duly notarized (if any)	Power of Attorney/ Letter of Authorization	
6	Dedicated	The empaneled Bidder shall	Self- attested declaration	

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	Rice processing for DSCSC	not indulge in any private processing for commercial purpose after award of contract.	from the Bidder as per Annexure 'III'	
7	Constitution of Ownership	The firm shall not affect any change in its constitution, whether in the identity of its partners or in the share/ shareholding or any of them or in the terms of the deed of partnership or of the by-laws, as the case may be, without the prior written consent of the Delhi State Civil Supplies Corporation Ltd.	Self- attested declaration from the Bidder as per Annexure 'IV'	
8	FSSAI Certifications	Processing unit hygiene, sanitation and safety standards should be as per the norms set by FSSAI	Copy of valid FSSAI certificate	
9	Proof of Covered Storage	The covered storage space at the processing unit should be sufficient to handle both unprocessed and processed Rice equivalent to a minimum of 5 days of processing capacity of the unit as quoted in the tender response	Self-attested certificate for covered storage space as in Annexure -F	
10	Manufacturing / Trade License	The processing unit is physically located in Delhi and manufacturing/ Trade license issued by the government approved regulatory authorities MCD/ DIC, Govt of Delhi, and should be valid on the date of application to this tender, the Bidder whose license had expired and have applied for renewal shall not be considered	Copy of valid manufacturing/ trade license	
11	Self-Certificate for a. CCTV	Bidder Self-attested certificate to facilitate the following with specifications as mentioned in RFP:	Self-Certification as in Annexure-H	

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	footage, b. GPS tracks, c. Conversion Ratio, d. Shelf life and e. Packaging unit	a. CCTV footage, b. GPS tracks, c. Conversion Ratio, d. Shelf life and Packaging unit e. Packaging unit		
12	Rice conversion Ratio	Self-attested certificate to deliver 100% processed Rice as defined in RFP	Self-Certification of the Bidder	
13	Original Bid Document	The original bid document duly signed and stamped on each page as an acceptance of terms and conditions of the tender	Original bid document duly signed and stamped on each page	
14	Integrity Pact	Signed Copy of Integrity Pact	Please Refer Annexure X	

Annexure-VII: Technical Bid Submission

*Technical Bid Submission Certificate
[To be submitted on Bidders Letterhead]*

To:

**General Manager
Delhi State Civil Supplies Corporation Ltd.
Aapurti Bhawan, 7-9, Aram Bagh Paharganj
New Delhi – 110055**

Sub: Technical Bid Submission for Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Rice packets for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna of GNCTD.

(RFP Ref No.: _____ Dated: _____)

Dear Sir,

We are pleased to submit our Technical bid for proposal for *'Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Rice packets For Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna of GNCTD'*

I declare that, I am authorized person to submit the technical bid.

I hereby declare that our Technical bid is complete in all respects and certify:

1. That all documents and Information's furnished are correct in all respects to the best of my knowledge and belief.
2. That I have not suppressed or omitted any information as desired in RFP document "If found faulty/ improper, the department can act against the bidder by disqualifying/ debarring in the bid".

Place

Signature of the applicant

Date

Name
Designation
Address
Phone
Email

Annexure-VIII: Financial Bid

[To be submitted on Bidder's Letterhead]

To:
General Manager
Delhi State Civil Supplies Corporation Ltd.
Aapurti Bhawan, 7-9, Aram Bagh Paharganj
New Delhi – 110055

Sub: Financial Bid for Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Rice packets for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna of GNCTD.

(RFP Ref No.: _____ Dated: _____)

Dear Sir,

We are pleased to submit our Financial Proposal for the for Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Rice packets For Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna of GNCTD.

We hereby declare that our Financial Proposal is unconditional in all respects.

Our Financial Proposal is as follows:

S.No	Line Item	Sub Line Item	Specification	Weightage	Rate Per Qtl (in figures)	Rate Per Qtl (in words)
1	Charges towards transportation of Rice from FCI Godowns to place of dedicated processing unit as per following slabs:	A	0-10 km	2.5%		
		B	10-20 km	2.5%		
		C	20-35 km	2.5%		
		D	Above 35 km	2.5%		
2	Charges towards Cleaning and storage of Rice with 100% conversion ratio	E	Processing charges Per Qtl	30%		
3	Charges towards Packaging of Rice along with printing on both the sides of the packet and	F	1kg in PP pouch	5%		
		G	2 kg in PP pouch	5%		

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	packaging in Master bag of 50Kg for the following measurement.	H	3 kg in PP pouch	15%		
		I	5 kg in BoPP bags with Handle	20%		
4	Charges towards loading and transportation of packaged rice from processing unit to earmarked DHD godown as per following slabs:	J	0-10 km	4%		
		K	10-20 km	4%		
		L	20-35 km	4%		
		M	Above 35 km	3%		
	Total Weightage			100%		

The price quoted above is inclusive of GST/Service Tax and all other applicable Taxes and Charges.

I/We hereby agree to abide by all the terms and conditions laid down in the tender documents.

Place

Signature of the applicant

Date

Name

Designation

Address

Phone

Email

Annexure-IX: Bank Guarantee Format for Earnest Money Deposit (EMD)

<Location, Date>

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for RFP for Empanelment of Agencies for transportation, processing, packaging and delivery of packaged Rice for distribution under 'Mukhya Mantri Ghar Ghar Ration Yojna of GNCTD (hereinafter called "the Bid") to DSCSC.

Know all Men by these presents that we <<name of the bank>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the DSCSC (hereinafter called "the Purchaser") in the sum mentioned below for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>.

EMD is based on the per day processing capacity of the Bidder, as below:

- For Bidders having processing (cleaning and packaging) capacity of 20 MT/day: INR 4,00,000 (Rupees Four Lakhs Only)
- For Bidders having processing (cleaning and packaging) capacity up to 50 MT/day: INR 9,00,000 (Rupees Nine Lakhs Only)
- For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above: INR 18,00,000 (Rupees Eighteen Lakhs Only)

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

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We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed EMD amount, based on the per day capacity of the Bidder, as below:
 - a) For Bidders having processing (cleaning and packaging) capacity of 20 MT/day: INR 4,00,000 (Rupees Four Lakhs Only)
 - b) For Bidders having processing (cleaning and packaging) capacity up to 50 MT/day: INR 9,00,000 (Rupees Nine Lakhs Only)
 - c) For Bidders having processing (cleaning and packaging) capacity upto 100 MT/day and above: INR 18,00,000 (Rupees Eighteen Lakhs Only)
- II. This Bank Guarantee shall be valid upto <<insert date>>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure-X: Integrity Pact

General

This pre-contract agreement (hereinafter called the "Integrity Pact" or "Pact") is made on <<day>> of <<month, year>>, between, on one hand, the Delhi State Civil Supply Corporation acting through Shri <<Name of the Official>>, General Manager, DSCSC (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part.

AND

M/s <<Bidder's legal entity >> represented by <<name and designation>> (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to Empanel the Bidder for Empanelment of Agencies for Transportation, Processing, Packaging and Delivery of Rice packets for Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna of GNCTD for a period of Three (3) years from the date of Award of Contract and

the BIDDER is willing to offer the services and WHEREAS the BIDDER is a proprietorship/private company/public company/Government undertaking/partnership/registered, constituted in accordance with the relevant law in the matter and the BUYER is Delhi State Civil Supplies Corporation Ltd. (DSCSC), Government of NCT of Delhi

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial

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benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of the BIDDERS

The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

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3.4 The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers/staff/employee of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the definition is as follows: i) "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such bidder who are involved in the bid process / Project Insight. ii) "officers/employee of the BUYER", means only those persons who are involved in the bid

process / Project Insight. iii) "financial interest/ stake in the BIDDER's firm" excludes investment in securities of listed companies".

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 The Bidder's EMD of INR_____ deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.

5.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.3 Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security equal to @ 10% of the total Contract value of the project drawn from a Nationalized / Scheduled Bank in accordance with the Clause 5.4 (Award of Contract) of RFP document, in the proforma prescribed at Annexure G of the RFP..

5.4 Performance Security should remain valid for a period of 180 days beyond all the contractual obligations/ completion of contract period/ tenure of the appointment.

5.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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- ii. The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee/DD and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the DSCSC for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that under similar buying conditions, Bidder has not supplied/is not supplying similar product/systems/ services or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India/Department of GNCTD or PSU and if it is found at any stage that similar

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product/systems/services or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India//Department of GNCTD or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 Shri _____ has been appointed as Independent External Monitor (hereinafter referred to as Monitor) for overseeing and implementation of the Pre-Contract Integrity Pact for procurement of services in the Delhi State Civil Supplies Corporation Ltd. His contact details are as under:

Name: Sh. <<Name>>

Address: <<Address>>

Phone: <<Phone Number>>

Email: <<E-Mail ID>>

8.2 The task of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER 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. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/CMD DSCSC within 8 to 10 weeks from the date of reference or intimation to him by the

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BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto a period of Three (3) years from the date of Award of Contract and any extended period notified by BUYER.

12.2 The complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later, in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

12.3 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Witness

Witness

1. _____
1. _____

2.

2. _____

Annexure-A: Technical Specifications of Processed Rice

The Annexure should be read in line with the scope of work as mentioned in the section 2 of the RFP document.

1. Technical specifications of Rice

- i) The Rice should be fit for human consumption which should conform the standards of 'Food Safety and Standards Act and Rules' framed there under.
- ii) The Rice should be conforming to food safety norms, cleaned and free from insects, dirt, filth, filling etc. It should be conforming to the maximum permissible parameters of ready to issue stock of rice based on uniform specification as specified by FCI for issue to State Government/UT Administration for Distribution under TPDS and other welfare schemes as mentioned below:

Sl no	Refraction	Max permissible limit (%) for Grade 'A' & Common Rice
1	Damaged / Slightly damaged / pinpointed damaged grains	5
2	Discoloured grains	7
3	Broken	30.9
4	Chalky Grains	6
5	Red Grains	4
6	Dehusked Grains	16
7	Foreign Matter	0.1

Annexure-B: Packaging of Processed (Cleaned) Rice

The Annexure should be read in line with the scope of work as mentioned in the section 2 of the RFP document.

1. PACKING:

- i) The bag size of Rice should be 1 kg, 2kg, 3 kg and 5 kg weight as per requirement of DSCSC/ Department of Food & Supplies, Govt of NCT of Delhi and as per packing guidelines and parameters defined in the RFP.
- ii) The Rice shall be packed in 1 kg, 2kg, 3 kg PP pouch and 5Kg BoPP bag (as per the direction of DSCSC) with double side printing in Four (4) colour. The 5Kg bags will come with handle. All packing shall be food grade material appropriate for the packing of Rice with 60 days shelf life.
- iii) These Rice packets shall be further packed in 50 kg master bags, weighing 80gms.
- iv) Packaging must be properly sealed.
- v) The bag of Rice shall bear printing in Four (4) colours and having label as prescribed by giving details like processing unit, shelf life, date of packing, expiry, batch no. etc. and labeled as:

“FOR MUKHYA MANTRI GHAR GHAR RATION YOJNA SCHEME IN DELHI ONLY. NOT FOR SALE IN OPEN MARKET”

The Bidder should buy the packing material/ packing bags from reputed manufacturers only. The DSCSC may change the Content for printing on bag.

2. Specification of Packing material:

Note: All specifications shall accord to the latest IS standards as amended by the government from time to time

The specification of Rice packets/bags is mentioned below:

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Sl. No.	Rice Packet of various weight	Size of Bag	Weight	Weight of 50 kg Master bag	IS standard of material to be used
1	1 kg PP Bag	6" * 12"	12 gm	80 gm	IS 9733/2003
2	2 kg PP Bag	12" * 12"	18 gm	80 gm	IS 9733/2003
3	3 kg PP Bag	12" * 14"	27 gm	80 gm	IS 9733/2003
4	5 kg BoPP Bag with Handle	12" * 21"	40 gm	80 gm	IS 9733/2003

Annexure-C: Specification for Printing

The Annexure should be read in line with the scope of work as mentioned in the section 2 of the RFP document.

Printing shall be done in English or Hindi in Devanagari script. On the top of the Rice packet the following line should be printed:

"FOR MUKHYA MANTRI GHAR GHAR RATION YOJNA SCHEME IN DELHI ONLY. NOT FOR SALE IN OPEN MARKET"

The specification of printing of the Rice packets is mentioned below:

For Rice packets:

1. FSSAI Logo and License number
2. Name of Food: Rice
3. Net weight
4. Name & complete address of the Miller
5. List of ingredients
6. Nutritional information
7. BEST BEFORE declaration in capital letters: (Date/Month/Year)
8. Date of Manufacture
9. Date of Packaging: (Date/Month/Year)
10. Lot No./Batch No./Code No
11. Vegetarian Food Symbol
12. Customer care number with email ID
13. Any other requirement under FSSAI Rules and applicable packaging act or any other details as required under the existing rules/orders or as may be communicated subsequently.

The content for print may be changed by DSCSC from time to time.

Annexure-D: Inspection Checklist of Rice Cleaning and Packaging Unit

1. **Rice Processing location:** should be located in Delhi, Free from encroachments, environmental issues, should not be on low level to prevent water logging, and adequate drains and pollution controls.
2. **Processing Unit access:** Should allow movement of large multi-axle trucks to transport with Maximum capacity of at least 20 MT.
3. **Access to weighbridge:** The Bidder should be able to make weighments preferably in a radius of about 5 Km or should have its own weighing facility required for weighing of the packets before handing over to DHD agency for further distribution.
4. **Covered Storage Space:** The covered storage space at the processing unit should be sufficient to handle both unprocessed and processed Rice equivalent to a minimum of 5 days of processing capacity of the unit (Total of 10 days processing capacity) as quoted in the tender response. In case the Bidder does not have the required capacity at the time of submission of the bid then the Bidder will have to provide a declaration to DSCSC that they will augment the capacity before the start of the work.
5. **Process equipment:** The Bidder should have all the machinery required to clean and pack the Rice to the specification standards, as mentioned in RFP. If the Bidder is having any other food grains processing plant (e.g. Flour mill, Dal mill etc.) the same shall be inspected. However, the Bidder is required to set up the Rice processing unit in 2 months from the issuance of LOI.
6. **Processing Unit operating condition:** They should be capable of carrying out operation for more than 20 hours/day if required.
7. **Quality Control Laboratory:** The equipment's to check the moisture content of grain as per the specifications, should be available in the unit.
8. **Operational cleaning Capacity:**Ton Per Day.
9. **FSSAI Requirements:** The unit hygiene, sanitation and safety standards should be as per the norms set by FSSAI.

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10. Bidder should also provide below mentioned details about Rice processing:

Type of processing unit	Make	Rice Cleaning Capacity/day	Comments/Observation
Rice Cleaning Unit			
Packaging Unit			

A. Production capacity and utilization: Annual Production capacity of Rice cleaning and packaging is:

.....

B. Actual Annual Production of Rice cleaning.....

C. Actual Packaging capacity per annum :.....

D. Covered Storage Capacity

Sl. No.	Storage type	Capacity in MT
1.	Storage capacity for Rice received grains	
2	Storage capacity for packed Rice	

Note: All the submitted documents and annexures should have authorized signatory's sign and seal.

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Annexure-E: Circle Wise Allocation Order of NFSA Rice

Circle number	Quantity of Rice in Qtl	Circle number	Quantity of Rice in Qtl
1	1814.31	41	484.64
2	1533.59	42	229.92
3	884.76	43	263.19
4	1138.71	44	554.03
5	2152.96	45	666.85
6	1423.64	46	847.49
7	2106.23	47	1562.28
8	1565.83	48	727.59
9	2193.84	49	1469.96
10	1692.53	50	210.33
11	1393.12	51	677.95
12	1285.86	52	1284.52
13	422.73	53	1739.45
14	602.04	54	1467.81
15	311.86	55	1117.42
16	777.89	56	1202.16
17	1035.24	57	890.57
18	652.12	58	518.6
19	935.01	59	685.57
20	670.33	60	765.15
21	690.22	61	884.23
22	753.09	62	893.66
23	815.22	63	1467.22
24	943.23	64	1320.55
25	690.61	65	1476.35
26	943.67	66	1278.04
27	824.8	67	1018.17
28	551.3	68	1776.74
29	541.81	69	1952.78
30	764.42	70	1858.33
31	1794.36	Grand Total	75114.27
32	1128.11		
33	1149.23		
34	1855.31		
35	1652.73		
36	1416.03		
37	1130.32		
38	429.02		

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39	891.61	
40	265.03	

Annexure-F: Increase in Storage capacity

Self-Certificate for Increasing Storage Capacity
 [To be submitted on Bidder's Letterhead]

I..... S/o or D/o..... R/o hereby self-certify that:

1. I am the Proprietor / Partner / Director of M/s situated at and is running business of cleaning and packaging of Rice and/or other foodgrain (please specify).

2. I certify that, the current storage capacity is listed below. I am committing to increase the storage capacity as indicated below in two months' time from the date of signing the agreement with DSCSC.

Sl no.	Storage Description (in MT)	Current Capacity (in MT)	Committed increment in capacity (in MT)	Total committed capacity after adding the storage capacity (in MT)
01	Rice grain storage capacity			
02	Packed Rice storage capacity			
	Total capacity			

3. It is my true statement and I shall be responsible for any false statement.

Place

Signature of the applicant

Date

Name

Designation

Address

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Phone

Email

Annexure G: Security Deposit Cum Performance Bank Guarantee Format

(PERFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE executed on this the _____ day of _____ at _____ by _____ (*Name of the Bank*) having its Head/Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favor of

Delhi State Civil Supplies Corporation, (hereinafter referred to as "**DSCSC**"), which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement ("AGREEMENT") being entered into between DSCSC and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office _____, Selected Bidder, for Empanelment of Agencies for Transportation, Processing, Packaging And Delivery of Packaged Rice packets For Distribution Under 'Mukhya Mantri Ghar Ghar Ration Yojna in GNCTD (hereinafter referred to as "The Project").
- B. As per terms of RFP, the Selected Bidder is required to furnish to DSCSC, an unconditional and irrevocable bank guarantee for an amount of INR _____ only as security for due and punctual performance/discharge of its obligations under the Agreement relating to transportation, processing (cleaning and packaing) and delivery to DHD agency storage as specified under the section 2.0 - scope of work of this RFP.
- C. At the request of the Selected Bidder, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Selected Bidder of its obligations relating to the Project
- D. Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by DSCSC to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by _____ (hereinafter called "the Selected Bidder") of all its obligations relating to the scope of work by the Selected Bidder, in accordance with the Agreement.

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3. The Guarantor shall, without demur, pay to DSCSC sums not exceeding in aggregate INR _____, within five (5) calendar days of receipt of a written demand therefor from DSCSC stating that the Company has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Selected Bidder or validity of demand so made by DSCSC and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Selected Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, DSCSC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Selected Bidder or postponement/non exercise/delayed exercise of any of its rights by DSCSC or any indulgence shown by DSCSC to the Selected Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by DSCSC or any indulgence shown by DSCSC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ (180 days after completion of tenure of appointment) unless discharged / released earlier by DSCSC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR. _____.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank, by the hand of Mr. /Ms.
_____ its _____ and authorized official.

Annexure-H CCTV, GPS, Conversion Ratio, Shelf life and Packaging unit

Self-Certificate for CCTV, GPS, Conversion Ratio, Shelf life and Packaging unit

[To be submitted on Agencies Letterhead]

I..... S/o or D/o..... R/o
hereby self-certify that:

1. I am the Proprietor / Partner / Director of M/s situated at
.....and is running business of Rice cleaning and packaging.
2. I certify that:
 - a) I commit to provide CCTV footage for grain transportation (in trucks), storage, processing, and Rice packaging and preserve it for minimum period of 2 months for ready reference of DSCSC.
 - b) I commit to provide GPS tracks for all the DSCSC related transportation and preserve it for the ready reference of DSCSC.
 - c) I am willing to share CCTV footage and GPS tracks with DSCSC portal or any other portal as suggested by DSCSC/ department.
14. I certify that I commit to provide packaged Rice with standards mentioned in RFP as per the rate agreed with DSCSC with 100% conversion ratio (Rice received to cleaned and packed).
15. I commit to provide the packaged Rice with at least 60 days of shelf life for consumption.
16. I commit to make all necessary arrangements for packaging, labelling and printing unit as per the specification mentioned in RFP.
17. I commit that the above statement is true, and I shall be responsible for any false statement.

Place

Signature of the applicant

Date

Name
Designation
Address
Phone
Email

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Email