

**Date and Time of receipt of tender:**

**04.08.2020; 15:00 hrs**

**Date and Time of opening of tender:**

**04.08.2020; 16:30 hrs**

**FOOD & SUPPLIES DEPARTMENT, CHANDIGARH ADMINISTRATION**

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

The Department of Food & Supplies and Consumer Affairs & Legal Metrology, Chandigarh Administration invites applications for Short Term Limited Tender for distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna (PMGKY), among approx. 63,000 Ration Card holders registered under DBT Scheme in Chandigarh, through Government Organizations/ PSUs/Cooperative federations/ Board or Corporations.

**INFORMATION REGARDING E-TENDERING PROCESS**

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

**Appendix -I**

**TENDER FORM**

**Date and Time of receipt of tender:**

**04.08.2020; 15:00 hrs**

**Date and Time of opening of tender:**

**04.08.2020; 16:30 hrs**

To

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

1. I/We hereby submit the tender for the selection of the Agency for "**Distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna**" for the period tentatively 10 August 2020 onwards strictly as per schedule decided by the Food & Supply Department for five months to doorstep delivery of Essential Commodities under PMGKAY from the FCI, Punjab (within the radius of 50 kms approx.) to the place designated by the department at the rates quoted in the Financial Bid (Appendix-II).
2. I/We have thoroughly examined and understood terms and conditions and instructions to the tender given in the tender form and I/We agree to abide by them and accept them as a whole.
3. I hereby submit EMD of Rs. 1,00,000/- (Rupees One Lacs only) in the shape of Bank Guarantee/Neft/Draft bearing no. \_\_\_\_\_ dated \_\_\_\_\_ drawn at \_\_\_\_\_ in favour of Director Food & Supplies. In the event of my/our tender being accepted, I/We agree to further deposit of security amount as Performance Bank Guarantee @5% of the award amount in the shape of Neft/Bank Guarantee drawn on any Nationalized/ Scheduled Bank payable at Chandigarh valid for Seven months.
4. I/ We hereby declare that I/We have our own vehicles and have an agreement with transport unions /transporter to arrange vehicle on hire basis /lease out basis etc., to carry on the work of distribution
5. My/Our particulars are given as under:-

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

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

a)	Experience Certificate	Yes	No
b)	Bank Draft for Earnest money	Yes	No
c)	Pan Card of the Agency	Yes	No
d)	Tan no.	Yes	No
e)	Affidavit /Undertaking	Yes	No
f)	Latest Three years of audited statements of account duly certified by Chartered Accountant	Yes	No
g)	Latest Three years of Annual reports	Yes	No
h)	Any other Document/s	Yes	No

- 7) I/We do hereby declare that the entries made in the tender are true to the best of my knowledge & belief.
- 8) I/We certify that the information furnished by me/us is correct and true and in the event of any information is found to be incorrect/false the department shall have the right to terminate the agreement and to forfeit the earnest money/security money and to disqualify me/us for carrying out any business with the department or any other agency without giving any notice. The department may initiate legal action against me/us, if the above information is found wrong.

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

Yours faithfully,

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

e-TENDER NOTICE

e-Tenders is invited from the interested Agencies for **"Distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna"** as per details given below:-

The tenders will be opened by the committee as per the date and time

1	Release of Tender	25.07.2020; 10:00 hrs onwards
2	Last date of submission of tender	04.08.2020; 15:00 hrs
3	Opening of tender/technical bids (online)	04.08.2020; 16:30 hrs
4	Opening of financial bids	To be intimated to all eligible bidders separately.

- a) The authority reserves the right to reject any or all the tender(s) or cancel the tender(s) at any time without assigning any reason. The overall lowest tender will be the criteria for finalization of the tender.
- b) The bid document can be downloaded from the website of Chandigarh Administration <http://chdfood.gov.in>. or <https://etenders.chd.nic.in>. However, for general information, guidance and reference, the Bid Document can also be viewed and downloaded from Food & Supplies Department website <http://chdfood.gov.in>
- c) All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the detailed Notice Inviting Notice inviting Tender (NIT) available/downloadable on the above noted websites of Food & Supplies Department, Chandigarh Administration.

Sd/-  
Director, Food & Supplies and  
Consumer Affairs & Legal Metrology,  
U.T., Chandigarh

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**Appendix -I**

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

A-Tender Form along with

Earnest Money Deposit

B- Affidavit

C – Technical Bid

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

**Appendix-II**

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

D- Financial Bid,

Appendix I- 'B'

**AFFIDAVIT/UNDERTAKING**

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

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

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

Verification:-

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

Place  
Dated, the

Deponent \_\_\_\_\_

Note: (To be furnished on Non-judicial paper duly self attested by the Authorised Officer of the Agency or as the case may be)

## **GENERAL TERM AND CONDITIONS OF THE LIMITED E-TENDER (C)**

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

The work is to be undertaken by Department of Food & Supplies and Consumer Affairs, U.T., Chandigarh from FCI, Punjab (within the radius of 50 km approx.) to the doorstep of beneficiaries falling in UT Chandigarh. The timeline for above distribution work will be five months, starting from August 2020. It may be extended as per directions of Government of India from time to time or decided by the U.T. Administration/Department of Food and Supplies.

### **1) Definition**

- i) The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and schedules, acceptance or tender and such general and special conditions as may be added to it.
- ii) The term 'Committee' means committee constituted by the department of Food & Supplies and Consumer Affairs, UT, Chandigarh to complete the process of tender.
- iii) The term 'Department' wherever occur shall mean the Department of Food & Supplies and Consumer Affairs, UT, Chandigarh and which include its Director, Additional Director or any other competent officer acting on his behalf.
- iv) The term "Tenderer" shall mean and include the person and persons, Officers/Officials/Agency of Government Organizations/PSUs/Cooperative federations/ Board or Corporations who have read and understood the terms and condition of tender.
- v) The term 'Contracting Agency' shall mean and include the person or persons, Officers/Officials of Government Organizations/PSUs/Cooperative federations / Board or Corporations with whom the contract has been placed.
- vi) The term 'Services' shall mean the performance of any of the items of work enumerated in the Tender, additional and incidental duties, services and operations as may be indicated by the Department.
- vii) The term 'Contract rates' shall mean the rates of payment offered by the Agencies accepted by the Committee constituted for the purpose.
- viii) The term 'Godown' shall mean and include storage point which has to be provided by the Contracting Agency for storage of Wheat and Whole Channa or any other essential commodities as per guidelines of GOI.
- ix) The term 'Essential Commodities' shall mean and include Wheat, Whole Channa etc. or any such item which is to be distributed under PMGKAY or any other scheme launched by the GOI or State/UT Government.
- x) The term 'Vehicle' wherever occurs shall mean mechanically driven commercial vehicles such as lorries, truck , matador, jeep, auto rickshaw etc. used for carrying the goods and shall exclude animal driven carts etc.
- xi) Agency will depute staff at least One Inspector/Official with three to four labourers at the distribution points for the distribution of Wheat and Chana as per the entitled quantity according to the list and Mobile App provided by DFSO Office.

2) **Objects of the Contract/Work**

The contract/work includes the Transportation, Labour, Loading, Unloading, Stacking, Handling, Packing, Weighment & distribution of the essential commodities to be delivered/distributed, as assigned by the department such as Wheat, Whole Channa, etc., to all the beneficiaries as per entitlement and to any other place designated by the department directly from FCI, Punjab (within the radius of 50 km approx.) or Godowns/designated points as prescribed by the department.

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

4) **Volume of Work:-** Presently estimated 7,000 MT Wheat and 318 MT Whole Chana has to be distributed among the beneficiaries covered under the scheme. The quantity of above items may increase or decrease as per availability of beneficiaries. No definite volume of work to be performed can be guaranteed during the currency of contract. The department will also have exclusive right to appoint one or more contracting Agency at any time during the tenure of contract for any or all services. No claim shall lie against the department by reason of such division of work.

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

6) **Signing of tenders:-** Person or persons on behalf of Government Organizations/ PSUs/Cooperative federations/ Board or Corporations signing the tender shall state in what capacity he is or they are signing the tender.

7) **Earnest money:-** Each tender application must be accompanied by an earnest money amounting to Rs. 1,00,000/- in the form of bank draft issued by any scheduled bank, in favour of the District Food & Supplies Officer, UT, Chandigarh. The tenders not accompanied by earnest money in the form prescribed above, shall be summarily rejected. The earnest money shall be liable to be forfeited, if the tenderer/s, after submitting his tender rescind from or modifies his offer after the acceptance of his tender, to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the department under the contract and law. The earnest money will be returned to all unsuccessful tenderer/s, as soon as practicable, after decision on tenders and to a successful tenderer/s, after he has furnished a security deposit. No interest shall be payable on the amount of earnest money.

8) **Security deposit:** - The successful tenderer shall furnish security deposit within 72 hours of the acceptance of his tender and is conveyed by the department. The security deposit shall be in the form of pledged security deposit amounting equal to 5% of the award amount, from any scheduled bank and is to be deposited with the department and the same shall be refunded to the contractor/s on satisfactory performance of the services and on completion of all

obligations by the contractor as per the terms and conditions of the contract and on submission of a no dues certificate (NDC). The refund is subject to such deduction as may be necessary for making up of the claims against the contract. The security deposit furnished by the tenderer would be subject to the terms and conditions given in this tender document and the department will not be liable for payment of any interest on the security deposit or any depreciation thereof.

9) **Documents to be attached with Tender:-** The tenderer/s should submit tender online, duly filed in complete, as specified in the terms & conditions at Annexure- I. The tenderer/s shall sign on each page of tender form. All credentials, documents and copies of certificate/information called for shall be scanned and uploaded on the departmental website i.e. [www.chdfood.gov.in](http://www.chdfood.gov.in) & Chandigarh Administration website i.e., <http://etenders.chd.nic.in> as per tender document. Incomplete tenders in any form will be ignored/rejected by the Committee. The tenderer/s must furnish complete, precise and accurate details in respect of information sought in the tender form. All credentials, documents and copies of certificate/information called for would be submitted as per tender paper.

10) **Delivery of tender:-** The tenders shall be uploaded on the departmental website i.e. [www.chdfood.gov.in](http://www.chdfood.gov.in) & Chandigarh Administration website i.e., <http://etenders.chd.nic.in>

11) **Opening of Tender:-**

- a) The Agency will submit the e-tender(s) on the departmental website i.e., [www.chdfood.gov.in](http://www.chdfood.gov.in) & Chandigarh Administrations website i.e., <http://etenders.chd.nic.in>.
- b) The eligible Government Organizations/PSUs/Co-operatives Federations/ Boards or Corporations for the above said tasks may apply online on the above URL on or before 04.08.2020 upto 03.00 pm.
- c) The bids will be submitted in two bid systems i.e., technical bid (Appendix-I) & financial bid (Appendix-II). The tentative calendar of events/timelines for completion of bidding activities will be as under:

1	Release of Tender	25.07.2020; 10:00 hrs onwards
2	Last date of submission of tender	04.08.2020; 15:00 hrs
3	Opening of tender/technical bids	04.08.2020; 16:30 hrs
4	Opening of financial bids	To be intimated to eligible bidders separately later on

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

12) **Scrutiny of the Tenders:-** The scrutiny of tender shall be done by the

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

- 13) **Corrupt Practices :-** Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer/ official of the department shall (in addition to any criminal liability which the tenderer may incur) debar his tender from being considered and the earnest amount deposited by the tenderer would be forfeited. Canvassing on the part on behalf of the tenderer will also make their tender liable to rejection.
- 14) **Acceptance of tenders:-** The department reserves the right to reject any or all tenders without assigning any reason. In case the lowest tenderer fails to deposit the security or also fails to execute agreement within 72 hours of the issue of the acceptance letter by the department, the earnest money/security deposit shall be forfeited without any further notice and the department shall consider to award the contract to the next lowest party or inviting fresh tenders, in any case as deemed fit.
- 15) **Rates:**
  - i) The rates should be quoted for complete scope of work of distribution of Ration in Rupees per Quintal, inclusive of all taxes and toll taxes and no subsequent enhancement shall be entertained on any account
  - ii) The bidder should quote the rates in whole Rupees only and not paise.
  - iii) In case the lowest tendered amount (estimated cost+ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest Contracting Agency will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case be, but the revised percentage quoted above/below on tendered cost at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contracting agency refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and earnest money shall be forfeited. If the revised tendered amount of two or more contractors/Agencies received in revised offer is again found to be equal the lowest tender amount such Contracting Agency shall be decided by draw of lots in the present of competent authority.
- 16) **Subletting:-** The contractor/s shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractor/s contravening the conditions the department shall be entitled to place the contract elsewhere on the contractor/s account and at their risk and the contractors shall be liable for any loss or damage which the department may sustain in consequence or arising out of such replacing of the contract. The security shall also be forfeited and the contractor/firm/company will be black listed.

- 17) **Liability of Contracting Agency, including losses etc., suffered by the department:** - The Contracting Agency shall be liable for all costs, damages, charges and expenses suffered or incurred by the department due to the contractor's negligence and undue performance of any services under this contract. The decision of the department in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contracting Agency. In the event of the security being insufficient or if the security has been wholly forfeited the balance of the total sum recoverable as the case may be, shall be paid by the Contractor on the terms and conditions, as fixed by the department.
- 18) **Payment:** Payment shall be made by the department on the basis of actual distributed quantity to the DBT beneficiary only after the submission of bills to the department, duly supported and verified by concerned officers/officials of the department on the basis of rates quoted in financial bid and accepted by the department concerned. The Agency will submit 1<sup>st</sup> bill only after completion of 50% of work. Final bill will be accepted only after completion of satisfactory execution of work and the payment shall be released after the date of receipt of duly verified bills.
- 19) **Laws governing the contract:** The contract will be governed by the rules, regulations and laws applicable and for the time being in force. The agencies having exemption of Income Tax, GST must submit certificate in its support. In case of any dispute/recoveries, not resolved/recovered at the level of Department of Food & Supplies and Consumer Affairs, U.T., Chandigarh, the same will be adjudicating under the relevant provision of Arbitration Act 1996. The venue of arbitration shall be only at Chandigarh (India).
- 21) **Deduction of Income Tax or any other tax:-** Deduction of Income Tax or any other Tax and Surcharge, if any, applicable shall be made at source as per law in force by the department.
- 22) **Period of Contract:** - The contract shall remain enforce for a period of five months w.e.f. August 2020 or as may be decided by the Competent Authority as per directions of the Government of India or by the State/UT subsequently. The department will be at its sole discretion in exigency and emergency, can extend the period of contract further beyond the original contract period by 06 months on same rates and terms and conditions. The contractor has to work accordingly.
- 23) **Summary Termination:-** In the event of the contracts having been declared insolvent or going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the department shall be at liberty to terminate the contract without prejudice or any other rights under the contract and to get the work done for the remaining period of contract at the risk and cost of the Contracting Agency and to claim from the Contracting Agency entire loss sustained or costs incurred to the department. In case any FIR is lodged against the contractor on account of diversion, misappropriation or mishandling of commodities under TPDS, prior approval of the Director Food & Supplies and Consumer Affairs, UT, Chandigarh

is sufficient to terminate the contract and to forfeit the security deposit. Any other action for recovery shall also be taken.

- 24) **Inspections:** The Food & Supplies Department or its representative or representative of Chandigarh Administration shall always have the right and liberty to do surprise inspection(s) of the Stocks at the designated premises or at the points of loading or vehicles carrying foodgrains by the Agency.
- 25) **The tenderer shall furnish an affidavit, given as per Appendix I- 'B'.**
- 26) **Scope of Work and Other General terms and Condition:**
- i. The contracting agency/ies will ensure quality and quantity while Lifting/Transportation of Wheat from FCI , Punjab (within the radius of 50 km approx.), Punjab and unloading & storage of the same at own premises or designated points at Chandigarh.
  - ii. The contracting agency/ies will undertake Unloading/Storage of Whole Chana at own premises/godown of the agency at Chandigarh/Tricity.
  - iii. Wheat bag of 50 Kg have to be converted into pack of 25 Kg and whole chana bag of 50 Kg have to be converted into 5 Kg packs which includes cost of bags, Packing, stitching and stamping of logo of Chandigarh Administration wherever required, and distribute it along with Chana pack of 5 Kg among the 63,000 approx. registered Priority Households (PHH) and Antodya Anna Yojna (AAY) families as per the beneficiary list in different parts of the city. The distribution of essential commodities of five months will be disbursed in one go as per the following entitlement:-
    - a. 25 kg Wheat per person for five months @5kg per person per month
    - b. 05 kg Whole Channa @1 Kg per family per month
  - iv. Uploading of required quantity bags of Wheat and pulses in vehicles for further distribution.
  - v. Distribution of said bags to the end user door step which includes transportation and labour cost as per the distribution calendar finalized by the authorities. The list of households (PHH and AAY) will be provided by the department.
  - vi. Distribution points will be finalised by the contracting agency/ies strictly with the consultation of DFSO Office.
  - vii. The watch and ward responsibility of the points of distribution/storage will solely lie with the contracting agency.
  - viii. The timeline for above distribution work will be five months, starting from August 2020. It may be extended as per directions of Government of India from time to time.
  - ix. The contracting agency/ies will have to follow & ensure the distribution work strictly as per the schedule decided by the Food and Supply department.
  - x. The quantity of above items may increase or decrease as per availability of beneficiaries.
  - xi. The contractor/s shall be responsible for the safety of the goods from the time they are loaded on their delivery vehicles from loading point, until they have been unloaded from their vehicles at the doorstep of godown or any other designated place by the department, so as to avoid any loss.

- xii. The contracting agency/ies shall be liable to make payments to the department, equivalent to the value of any loss, shortages or damage during transit. The decision of the department in respect of such damages, losses, charges, costs or expenses shall be final and binding on the Contracting Agency. The department will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss and also as regards the liability of the Contracting Agency for such loss and the amount to be recovered from them.
- xiii. The contracting agency/ies shall provide sufficient number of tarpaulins for each vehicle to cover the bags of essential commodities under PMGKAY. The contracting agency/ies shall be responsible, if the essential commodities are damaged by rain or any other way or to take reasonable precautions.
- xiv. The contracting agency/ies shall strictly abide by all rules and regulations of Chandigarh Administration i.e., Transport /Police/Municipal Authorities or any other related Govt. regulations.
- xv. If any contracting agency/ies undertakes transportation from any vehicle which is not permitted under motor vehicle act for transportation work, the department is competent to terminate the contract or forfeit the security money. Other action for recovery shall also be taken. The vehicles engaged by the contracting agency/ies shall be registered as a transport vehicle, as per the provisions of law.
- xvi. The tender shall remain valid for acceptance upto and including of 90 days from the date of opening of tender or to the extension of said date for further 60 days. In case any tenderers withdraw the tender before the validity period, the earnest money deposited, shall be forfeited without giving any notice.
- xvii. The contracting agency/ies will have to execute all the work to the full satisfaction of the department and should obey directions for proper execution of the contract.
- xviii. The contracting agency/ies will lift essential commodities after verifying the quality and weight of the commodity and will be responsible for delivery of quality commodities in correct weight.
- xix. The contracting agency shall have atleast three years of experience for distribution of goods.
- xx. The contracting agency should provide adequate number of vehicles to the department for timely supply of essential commodities. In case the contractor fails to provide the adequate number of vehicles at any given time for transportation of essential commodities, the department shall be competent to hire and arrange transportation from other sources at the entire risk and cost of the contractor by giving a prior notice to the Contracting Agency, being time bound programme to ensure uninterrupted supplies of essential commodities.
- xxi. The contracting agency shall have to make own arrangement for giving supplies of essential commodities to the places designated by the department on 100% weighment basis. Also, the contractor will maintain his separate stock register for the delivery of essential commodities. The contractor shall give the delivery to the registered beneficiaries at the place designated by the department for which he will be solely responsible.
- xxii. The contracting agency must get themselves full acquainted with terms and conditions of tender, locations of lifting, loading, unloading, packing, weighment, delivery and handling points etc. before submission of tender or rates. Once a tender is submitted it shall be deemed that tenderer/s have

- fully acquainted themselves with the terms and conditions and other general information.
- xxiii. The contracting agency should not incorporate any condition in the tender, as conditional tenders are likely to be ignored.
- xxiv. In case of any diversion, change in quality or quantity of essential commodities the department shall take criminal action against the contractor. The cost of such material will be recovered at the prevailing market or FCI rates, whichever are higher, alongwith interest. Besides this, an FIR shall also be lodged. If any criminal proceedings are started against the contractor or the police arrest the contractor, the department shall be competent to terminate the contract and forfeit his security deposit. The work for the remaining period shall be completed from other sources, without giving any notice.
- xxv. The contracting agency is abide to follow all the directions/ instructions issued by the Chandigarh Administration from time to time, apart from specific terms and conditions agreed by the parties.
- xxvi. The Agencies have to submit latest Three years of audited financial statements of account duly certified by Chartered Accountant.
- xxvii. The contracting agency shall always be bound to act with reasonable diligence and in business like manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
- xxviii. The contractor/s is/are responsible for his workmen/employees for any deed done by them.
- xxix. The overall lowest tender will be the criteria for finalization of the tender.
27. **JURISDICTION:** The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

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

Note : All pages of the tender should be signed with Seal before uploading on the etenders site.

**Appendix -II**

**Financial Bid - D**

Date and time of receipt of tender: 04.08.2020; 15:00 hrs  
Date and time of opening of tender: 04.08.2020; 16:30 hrs

To

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

I/We hereby submit the tender for "**Distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna**" for the period 10 August 2020 onwards for five months to doorstep delivery of Essential Commodities under PMGKAY from the FCI , Punjab (within the radius of 50 km approx.) Punjab to the place designated by the department at the rates quoted below.

<b>Sr.No.</b>	<b>Description of Work (Delivery of Essential Commodities)</b>	<b>Rates in Rs. (per quintal) inclusive of GST/Freight/Toll/ Ferries/Cess etc</b>
1	<b><i>Wheat as per the scope given in the tender document (per Quintals)</i></b>	
2	<b><i>Whole Chana as per the scope given in the tender document (per Quintals)</i></b>	
	<b><i>Total overall cost of above per quintal</i></b>	

I agree to keep the offer open for acceptance upto and inclusive of 90 days from the date of opening of the tender, or to the extension of said date for further 60 days in case it is so decided by the Food & Supplies and Consumer Affairs & Legal Meteorology department.

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

Yours faithfully,

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

**CHANDIGARH ADMINISTRATION**  
**DEPARTMENT OF FOOD & SUPPLIES AND**  
**CONSUMER AFFAIRS & LEGAL METROLOGY**  
**SHORT TERM LIMITED E-TENDER**

The Department of Food & Supplies and Consumer Affairs & Legal Metrology, Chandigarh Administration invites Short Term Limited e-Tender for Selection of Agencies for distribution of dry ration under Pradhan Mantri Garib Kalyan Anna Yojna, among approx. 63,000 Ration Card holders registered under DBT Scheme in Chandigarh, from Government Organizations/ PSUs/Cooperative federations/ Board or Corporations.

The detailed term & conditions of tender is available on the departmental website i.e. [www.chdfood.gov.in](http://www.chdfood.gov.in) & Chandigarh Administration website i.e., <http://etenders.chd.nic.in>. The tender will be available to upload from 25.07.2020 at 3:00 PM onwards. The last date for submission of bid will be 04.08.2020 (3:00 PM).

Sd/-  
Director, Food & Supplies and  
Consumer Affairs & Legal Metrology,  
U.T., Chandigarh