

OPEN COMPETITIVE BID

for

Open Competitive bid for Supply of products at Designated Fair Price Shops
under Annapurna Bhandar Yojna

-----, 2018
Bid Document

Rajasthan State Food & Civil Supplies Corporation Limited

Government of Rajasthan
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**BID document Form for Supply of products at Designated Fair Price Shops under
Annapurna Bhandar Yojna**

(Two Part Bids System)

Bid form Cost Rs. 5000/- (Non-Refundable)

RISL Processing Fees Rs. 1000/- (Non - Refundable)

Bid Security Rs. 1,50,00,000/- (Refundable)

S. No.	Subject	Date	Time
1.	Date of Publishing BID	01/10/2018	06:00 PM
2.	Document Download Start Date	01/10/2018	06.00 PM onwards
3.	Pre – Bid Meeting	15/10/2018	11.30 AM
4.	Notification about updation / Amendment in the Bid after the pre-bid if any.	22/10/2018	10.00 AM
5.	Bid Submission Start Date	22/10/2018	12.30 PM onwards
6.	Document Download End Date	14/11/2018	06.00 PM
7.	Bid Submission End Date	15/11/2018	06.00 PM
8.	Submission of DD/Banker's Cheque for bid cost, processing fees and bid security in physical form	16/11/2018	Till 11.30 AM
9.	Bid Opening Date	16/11/2018	02.00 PM

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Open Competitive Bid**E-Bid Notice****For Supply of products at Designated Fair Price Shops under Annapurna Bhandar Yojna**

Single Stage, Two-envelopes unconditional Bids are invited from Producers/Manufacturers/ Wholesalers / Distributers/ Dealers/ operator of Retail chain stores for the supply of FMCG products at Designated F.P.S. in Rajasthan (Door Step Delivery)

S. No.	Details	Minimum average annual turnover <i>of the bidder</i>	Bid Value (Rs.)	Bid Security (Rs)
1	FMCG Products	50 Cr.	75.00 Cr.	1.50 Cr.

The Bid will only be submitted through online bidding system of www.eproc.rajasthan.gov.in. The interested bidders will have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in for participating in the bidding process.

- Bid Document Download Start date 01.10.2018 Time 06.00 P.M.
- Pre-Bid meeting Date 15.10.2018 Time 11.30 AM
- Document Download End date 14.11.2018 Time 06.00 P.M
- Bid submission end Date 15.11.2018 Time 06.00 P.M.
- Submission of Demand draft of Bid Cost, Processing Fees and Bid Security in physical form on 16.11.2018 at 11.30 A.M.
- Technical Bid opening Date 16.11.2018 Time 02.00 P.M.

For details visit our website www.rsfcsc.org/ <http://sppp.rajasthan.gov.in> and www.eproc.rajasthan.gov.in or contact General Manager (Marketing), Rajasthan State Food & Civil Supplies Corporation Ltd., Lal kothi, Kisan Bhawan, Jaipur-302015 at the telephone number 0141-2744692/2744537.

Terms & Conditions:-

- The Bid Document is not transferable under any circumstances.
- Participant can access BID related documents on the website, www.rsfcsc.org, www.sppp.rajasthan.gov.in, fill them with all relevant information and submit the completed BID related document in electronic documents on the website www.eproc.rajasthan.gov.in
- The Bid cost **Rs.5000/-** will be in the form of Demand Draft/ Banker Cheque, the Bid Security **Rs.1.50 Cr.** may be in the form of DD/Banker Cheque/ Bank Guarantee of Scheduled Bank drawn in favour of "Rajasthan State Food & Civil Supplies Corporation Ltd." payable at Jaipur and processing fees of **Rs.1000/-** will be in the form of DD/BC of Scheduled bank drawn in favour of MD RISL payable at Jaipur will be submitted in the office of the Managing Director, Rajasthan State Food & Civil Supplies Corporation Ltd., 501, 5th Floor, Kisan Bhawan, Lal kothi,

Jaipur-302015 upto schedule date and time. Bank Guarantee for Bid Security should be valid for six month from date of opening of the bid.

- The Managing Director may, at his discretion, extend the bid submission date.
- The GST & all other taxes payable if any, will be paid by the bidder.
- No physical/offline Bid will be accepted.
- The Corporation reserves right to cancel the bid without assigning any reason to the bidder or anyone else.
- Conditional Bids will not be treated as responsive Bids, and casual letters sent by the bidders will not be entertained.
- Bidders are requested to read the instructions before submitting the Bid online.
- All bidders are advised not to wait till last date and are advised to submit their Bid at the earliest. The Corporation will not be responsible for any last minute rush in website, no extension in deposition of Bid will be allowed.

Managing Director

1. Check List (Documents to be submitted in the technical document cover)

S. No.	Particulars	Page no.	Enclosed (Yes/No)
1.	Bidder Should have minimum Three Years of Experience in Production/Manufacturing/Wholesaling/ Distribution Dealers /Operating Retail Chain Stores with their own supply chain for distribution. (evidence enclosed)		
2.	Minimum average annual turnover for last three years in the FMCG business should be INR 50 Crore. The turnover statement in original duly certified and signed by Chartered Accountant will be submitted along with Bid. (evidence enclosed)		
3.	Bidder should submit last three years audited balance-sheet along with P&L A/c (Attested by Notary Public.). In case of Company, financial report, Director report, Auditor report should also enclosed.		
4.	Copy of PAN		
5.	Copy of GST Registration certificate duly attested by Notary Public		
6.	Power of Attorney / Board resolution for the persons competent to sign. / submit the form or any document forming part of the bid on behalf of firm/company.		
7.	List of Product/Brands with the no. of brands/ products offered by Firm / Company.		
8.	Copy of list of all offices/branches/warehouses/Godown in each district of the firm with complete address, contact number and e-mail ID if having office in the state of Rajasthan.		
9.	Copy of the partnership Deed along with permanent and present addressed of the partners in case of a Firm (if applicable)		
10.	Copy of the Registration Certificate, if it is firm/Limited Company (if applicable).		
11.	Copy of Registration certificate for quality certification by FSSAI/ISI or any other agency wherever applicable.		
12.	Affidavit mentioned at serial no. 12 & 13 of Technical Undertaking (Appendix K)		
13.	Bid documents (Page no. 1 to 24) Signed by bidder.		
14.	Appendix A (Bid Application)		
15.	Appendix B (Participant's Information)		
16.	Appendix C (Checklist of documents to be uploaded with Technical Bid)		
17.	Appendix D (Declaration for List of Products to be supplied)		
18.	Appendix E (Declaration by bidder regarding qualifications) under section 7 of RTPP.		
19.	Appendix F (Declarations & Undertaking) in terms of capacity of FMCG items, rate quoted, penalties(blacklist/debarring/banning) and taxes.		
20.	Appendix G (Annual Turnover Statement)		
21.	Appendix H (Statement of Past Supplies & Performance)		
22.	Appendix I (Affidavit regarding compliance to Terms & Conditions of Bid)		
23.	Appendix J (Pre Stamp Receipt)		
24.	Appendix K (Technical Undertaking)		
25.	Appendix L (Financial Undertaking)		
26.	Appendix O (Grievance Redressal During Procurement Process)		
27.	Appendix P (Agreement Format)		

Note: -

1. All the documents listed above should be attested by Notary Public.
2. Document mentioned against each of the items shall be attached with Bid, failing which the Bids shall be liable to be rejected.
3. All certificate/licence/ Documents which are required shall be complete and updated.

2. Abbreviations and Acronyms

S.No.	Acronyms	Description
1.	RSFCSC	Rajasthan State Food & Civil Supplies Corporation Limited
2.	PDS	Public Distribution System
3.	PPP	Public Private Partnership
4.	FPS	Fair Price Shops
5.	FSSA	Food Safety and Standards Act.2006
6.	BIA	Bid Inviting Authority
7.	MOA	Memorandum of Association
8.	AOA	Articles of Association
9.	FBF	Financial Bid Format
10.	RISL	RajCOMP Info Services Limited
11.	FMCG	Fast Moving Consumer Goods
12.	PAN	Permanent Account Number
13.	GST	Goods & Service Tax
14.	MRP	Maximum Retail Price
15.	CCA	Controller of Certifying Authorities
16.	TCS	TATA Consultancy Services Limited
17.	IT&C	Information Technology & Communications
18.	DD	Demand Draft
19.	BG	Bank Guarantee
20.	NIB	Notice Inviting Bid
21.	DSC	Digital Signature Certificate
22.	CSD	Canteen Stores Department
23.	LLP	Limited Liability Partnership
24.	BIS	Bureau of Indian Standards
25.	AGMARK	Agricultural Produce Grading & Marketing Act
26.	IFSC	Indian Financial System Code
27.	PSU	Public Sector Undertaking
28.	RTGS	Real Time Gross Settlement
29.	MICR	Magnetic Ink Character Recognition
30.	RTPP	Rajasthan Transparency in Public Procurement
31.	AB	Annapurna Bhandar

3. Background of Proposal

3.1 General Information

RSFCSC, a state government undertaking manages FPS in accordance with the guidelines issued under PDS by Food & Civil Supplies Department. The corporation commenced its functions from December, 2010 from the date it came into existence. It facilitates reaching of subsidized food grains, sugar and other commodities (including non-PDS items) to families in rural and urban areas of Rajasthan. Food grains- mainly *wheat and sugar* are supplied to the eligible families holding ration cards, through the fair price shops (FPS) authorized by the Department, spread all over the State at subsidized rates.

3.2 Annapurna Bhandar Yojna

Annapurna Bhandar Yojna has been formulated for providing better quality, multi brand consumer goods at fair and competitive prices to the general public through Fair Price Shops which are selected as Annapurna Bhandars in the State of Rajasthan under Public Private Partnership (PPP) model.

3.3 Objectives of the Proposal

The main objective behind the issuance of the BID is to enable the corporation in implementation of its function of providing non – PDS items at affordable prices to general public through FPS. In detail the objectives are –

- The consumers shall get good quality products of their choice at the affordable prices.
- The consumers shall be able to get range of products for their consumption.
- The reach of consumers to the products generally not available in their areas shall be accessible too.
- The consumable items required for their consumption shall be available under one roof.
- They shall also consume branded products for their day to day life.
- Ultimately lifestyle of the general people shall improve.
- To provide On – demand products to the consumers

Fair Price shops are selected for Annapurna Bhandar on the following criterion:-

- The FPS dealer should be the owner of the shop (if a FPS dealer does not own the shop that in such cases the FPS shop on rental basis may also be considered, provided the shop owner has given his consent in writing for that purpose)
- The minimum area of the FPS should be 10x20 (200 square feet)
- The FPS should be open/situated at 30 feet wide road.
- Preference would be given to the cooperative societies.
- The concurrence of the FPS dealer is required for acceptance of the envisaged model.
- The RSFCSC and multi brand manufacturers/suppliers and FPS dealers shall execute an agreement for the implementation of the scheme.

4. Scope of Work

- 4.1 The supplier shall undertake to supply items at door step of FPS of the state called Annapurna Bhandars. The corporation at its discretion may increase or decrease the number of AB allocation to a supplier, keeping in view the total FPS of the state selected as AB time to time as per direction of the state government.
- 4.2 Initially Corporation proposes 5000 stores and which can be increased up to 25000 subsequently during the tender duration. The corporation at its discretion may increase or decrease the number of Annapurna Bhandars allocation to a supplier, keeping in view the total FPS of the state selected as Annapurna Bhandar time to time as per direction of the state government.
- 4.3 The supplier is ensured to supply desired products (list as per Appendix D) at the FPS allotted to the bidder. Basket of the products may be revised as per requirement of the corporation.
- 4.4 The supplier shall maintain a detail requisite inventory (quantity and value) of goods supplied to each AB which shall be produced to the corporation and concerning Manager Civil Supply on a timely manner i.e. monthly basis.
- 4.5 The supply shall be made in a timely manner, failure in which may cause penalty as per GF&AR rules for the supplier.
- 4.6 The supplier needs to fulfil the order within 10 days of the purchase/ demand order given by the FPS owner. If the supplier fails to supply within the stipulated time, then liquidated damages will be imposed as per GF&AR and RTPP act, 2012 and rules 2013.
- 4.7 The supply should be door step up to AB inclusive of all the expenses required to transport the products.
- 4.8 Products shall be delivered to the AB on a minimum order value of INR 5,000/- per AB.
- 4.9 The AB shall be handled by the FPS owner and the supplier is only required to supply the products in a timely manner. The FPS owner shall take licence under FSSAI, 2006 and shall obtain GST number. (if applicable).
- 4.10 The products to be supplied at the FPS shall be complied with all the regulatory measures required to be taken under FSSAI Act 2006, Legal Metrology Act 2009 and any other bye laws as may be applicable.
- 4.11 FPS dealers shall make the payment to the supplier within 10 days of the supply. In case he makes payment on delivery then he shall be further entitled for 2% discount on the value of invoice. In case of delay in payment beyond 10 days then a penal interest @ 18% per annum shall be charged from the FPS owners for the delayed period. In case the FPS dealer fails to make payment within stipulated time period there is no any responsibility of the corporation. However in case of such defaults the authorization of concerned FPS dealer may be suspended/ cancelled by the competent authority. *i.e concerning DSO*. The same shall get incorporated in the agreement entered between supplier, corporation and FPS dealers.
- 4.12 The supplier shall be responsible for the quality of goods. If any inferior quality goods are supplied, supplier shall replace the same within 7 days. FPS dealer will ensure to maintain proper storage of the goods and adhere to the storage guidelines of the manufacturers mentioned on the product pack. Further, all the provisions and penalties under FSSAI, 2006 and Consumer Protection Act 1986 shall be applicable to the supplier.

- 4.13 The supplier shall provide list of items covered under “Return to Vendor” policy to the corporation and FPS on a periodic basis i.e. monthly or bi monthly or quarterly. Information about such schemes should be kept uploaded/publish on public domain/Website/portal of the supplier for awareness of the Annapurna Bhandar Sanchalak and public.
- 4.14 The supplier shall facilitate the “return to vendor” for the items on which manufacturer provides replacement facility in event of any manufacturing fault or defect in the product.
- 4.15 If manufacturer has the policy of 'Return to vendor' for non running items then it will be applicable to suppliers also.
- 4.16 The supplier shall be responsible for the quality of goods. If any inferior quality goods are supplied, supplier shall replace the same within the stipulated time & manner agreed by the stakeholders in agreement. FPS operator will ensure to maintain proper storage of the goods and adhere to the storage guidelines of the manufacturers mentioned on the product pack. Further all the provisions and penalties under FSSAI 2006 and Consumer Protection Act 1986 shall be applicable to the supplier.
- 4.17 To cater price fluctuation in markets and to make AB competitive, the supplier shall provide revised as on date price list on monthly basis for the items having frequent price fluctuations. In addition a quarterly price list of the remaining items shall also be furnished by the supplier to the corporation by 6th of the subsequent month of the quarter. The supplier shall not circulate directly any price list to the AB/DSO/MCS without prior intimation to the head office RSFCSC. Price list must be authenticated by the supplier with designated seal & sign.
- 4.18 The supplier shall also ensure to update and offer the Corporation and the FPS dealer about any promotional scheme/benefit/incentive provided in open market.
- 4.19 Margin of FPS is calculated as difference of purchase price of FPS and selling price of FPS. The same shall be distributed in the ratio of 40:60 among FPS and customers meaning thereby that out of the total margin 40% shall be retained by the dealer while remaining 60% shall be passed on to the customers as discount in prices .Supplier shall not be held responsible for margins retained by the dealer.
- 4.20 Following items are sold by FPS in the state –
Under PDS: Wheat, Kerosene, Sugar
Central/State Government/RSFCSC may add/delete any items in PDS.
- 4.21 Items covered under the PDS shall not be supplied to the FPS. The remaining list of products is enclosed vide Appendix D. Following items are to be compulsorily supplied:- Fortified oil and Double fortified salt.
- 4.22 The signage will be installed by the supplier at his cost, where in clearly mentioning the name of scheme as Annapurna Bhandar.
- 4.23 Bidder has to provide Information to the Corporation regarding, incentives schemes for Annapurna Bhandars time to time.
- 4.24 The empanelled vendor will organize and arrange for one time uniform store branding fixtures, retail shelves & fixtures, planogram design of all AB at its own cost with whom the supply agreement is entered into.

5. Procedure for Online Bid

- 5.1 The bidder who are interested in bidding can download Bid Documents from <http://eproc.rajasthan.gov.in>
- 5.2 Bidders, who wish to participate in this Bid, will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online bids, Bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act, 2000 using which they can sign their electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan, e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688 (Help Desk 10.00 AM to 6.00 PM on all working days) email: eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- 5.3 Bidder will submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque/B.G. for Bid fees, processing fees and Bid security should be submitted manually in the office of bidding authority (Rajasthan State food & Civil Supplies Corporation Limited) before scheduled date & time as mentioned in BID notice. **However** Scanned copy of DD should be uploaded along with the online Bid.
- 5.4 Before electronically submitting the bids, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the bidder. Possession of valid Digital Signature Certificate (DSC) and registration of the participants on the e-procurement/e-bid portal is a prerequisite for e-bidding. The details are available at <https://epro.rajasthan.gov.in>
- 5.5 Training for the bidders on the usage of e-bidding system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
- 5.6 Bidders are also advised to refer “Bidders manual” available under “Download” section for further details about the e-bidding process.
- 5.7 Bidders will have to enter the documents in the “cover” as per the following order: -

(Part A.) Technical Cover –

- In the Fee Cover (in PDF/JPG format)
 - Scanned copy of DD/ Banker's Cheque for Bid fee of Rs. 5000 in favour of "Rajasthan State Food & Civil Supplies Corporation Limited", payable at Jaipur.
 - Scanned copy of DD/Banker's Cheque /Bank guarantee for Bid security of 1.50Cr.in favour of "Rajasthan State Food & Civil Supplies Corporation Limited", payable at Jaipur.
 - Scanned copy of DD/Banker Cheque for processing fees of Rs.1000/- in favour of MD, RISL payable at Jaipur
- In the Technical document cover (in PDF/JPG format)-
 - Scanned copy (signed & sealed) as per check list along with annexure and the supporting papers (except FBF Sheet) for evaluation of Technical Bids.

(Part B.) Financial Cover (.xls format)-

- The Financial Bid Format (FBF) must be uploaded after entering the rate in FBF at Appendix M and Annexure A.
 - Bidders will enter name of the firm on FBF(Appendix M) only.
 - Bidders must not to edit or change any product or category
 - **Minimum and maximum** discounts and no.of brands offered of all products are to be filled only on FBF i.e. Appendix M (in.xls format) sheet only. The Bidder must offer all the products however he may offer number of brands lower than the benchmark number.The evaluation criterion is mentioned at point no.15
- 5.8 The technical bids will be opened at prescribed time and date as mentioned in the schedule of e-Bid notice.
- 5.9 RSFCSC may at any time prior to the opening of the BID and for any reason, whether at its own initiative or in response to any on-line query sought by a participant to modify the BID document by way of an addendum/corrigendum to the original BID and such modification will be binding on all the participants.
- 5.10 The addendum/corrigendum would be uploaded on <https://eproc.rajasthan.gov.in>, sppp.rajasthan.gov.in and www.rsfcsc.org. In order to afford the prospective participant to take into account the modification or for any other reasons, RSFCSC may, at its discretion extend the due date for submitting the BID. Further Rule 51 of RTTP Rules 2013 shall apply.

6. BID Fees, Bid security, Processing fees and Performance Security

- 6.1 There shall be a Processing Fees of INR 1,000/-(non-refundable) in the form of D.D./Banker cheque in the favour of MD, RISL payable at Jaipur.
- 6.2 There shall be a Bid cost of INR 5,000/- (non-refundable) in the form of D.D./Banker cheque in favour of Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited payable at Jaipur.
- 6.3 (a). Successful bidder should submit performance security of INR 3,75,00,000/- (5% of Bid Value).
In case of SSI of Rajasthan performance security shall be 1% and in case of sick industries other than SSI, performance security shall be 2%. The performance security shall be deposited within 15 days from the date of acceptance of Bid in the form of:
- (i) Demand Draft in favour of Rajasthan State Food & Civil Supplies Corporation Limited, Jaipur payable at Jaipur from any Nationalized Bank.

Or

- (ii) Bank guarantee/s of a scheduled bank. It will be got verified from the issuing bank.

Or

- (iii) Fixed deposit receipt (FDR) of a scheduled bank. It will be in the name of RSFCSC on account of 'the approved bidder', and discharged by 'the approved bidder', in advance. RSFCSC will ensure before accepting the Fixed Deposit Receipt that 'the approved bidder', furnishes an undertaking form the bank to make payment/ premature payment of the fixed deposit receipt on demand to the RSFCSC without requirement of consent of 'the approved bidder',

concerned. In the event of forfeiture of the performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit. As security for the due performance of the aforesaid agreement which has been formally transferred to the RSFCSC.

- (iv) Performance security furnished in the form specified in clause (ii) & (iii) will remain valid for a period of 180 (one hundred eighty) days beyond the date of completion of all contractual obligations of 'the approved bidder', including warranty obligations and maintenance and defect liability period and should be extendable on request of Corporation.
 - (b). Bid security deposited earlier will be adjustable towards performance security as per norms.
 - (i) If the successful bidder fails to furnish the performance Security within the time specified, the Bid security will stand forfeited besides recovery of consequential losses, if any, sustained by the Corporation apart from cancellation of award of supply contract and debarring of the bidder.
- 6.4 The Bid security of INR 1,50,00,000/- (2% of Bid Value) should be accompanied by Demand Draft/ Banker Cheque/ Bank Guarantee from any Nationalized / Scheduled bank in favour of "Rajasthan State Food & Civil Supplies Corporation Limited" payable at Jaipur. Bid without Bid Security stand summarily rejected. Bidders enclosing cheques also stand summarily rejected.
- (i) In case of unsuccessful bidder, the Bid Security will be refunded after the successful bidder executes the agreement. Bidder has to produce a pre stamp receipt as per Appendix J with the Bid document.
 - (ii) Bid Security of the successful bidder stand adjusted towards performance security and they should deposit the balance performance security in form of D.D./B.G/B.C. in favour of "Rajasthan State Food & Civil Supplies Corporation Limited" payable at Jaipur from any Nationalized Bank.
- 6.5 The Bid cost, Processing fee and the Bid security will be deposited physically at the office of M.D., Rajasthan State Food & Civil Supplies Corporation Limited, 5th floor Kishan Bhawan, Lal Kothi, Tonk Road, Jaipur at scheduled date and time mentioned in e-Bid notice.
- 6.6 No interest will be paid on Performance Security and Bid Security by the Corporation.

7. Forfeiture of Bid Security & Performance Security

A. The Bid security will be forfeited in the following cases:

- 7.1 When bidder withdraws or modifies the offer after opening of Bid.
- 7.2 When bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder.
- 7.3 When he fails to commence the supply of the products at the FPS allotted to the bidder as per the purchase order within the time prescribed.
- 7.4 When bidder violates any terms & conditions of the Bid document.
- 7.5 When the bidder does not deposit the performance security within specified period.
- 7.6 If the bidder breaches any provision of code of Integrity prescribed for bidders specified in the Act and Chapter VI of the RTPP Rules, 2013.
- 7.7 In any other scenario specified under Rule 42(11) of the RTPP Rules, 2013

B. Performance Security, in fully or partly, may be forfeited in the following cases:-

- 7.8 When any terms and conditions of the contract are breached.
- 7.9 When the bidder fails to make supply satisfactorily.
- 7.10 If the bidder is found guilty of any breach of any of the laws prevailing in the time being in force.

Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Managing Director, Rajasthan state food & Civil Supplies Corporation Limited, in this regard will be final.

8. General Terms & Conditions

The law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” and the “Rajasthan Transparency in Public Procurement Rules, 2013 under the said act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the rules made there under before participating in the bidding process. If there is any discrepancy between the provisions of the Act, rules and the BID document, the provisions of the Act and rules shall prevail.

- 8.1 The agreement so executed shall remain valid up to 2 years and may be extended for **3** Months with mutual consent.
- 8.2 Incomplete offer/offers not conforming strictly to the prescribed BID forms and terms & conditions and instructions shall not be considered and shall stand summarily rejected. The BID will be automatically closed after the date and time as mentioned in the e-Procurement platform.
- 8.3 Participant may modify and correct or upload any relevant document in the portal till the last date and time of BID submission, as published in the e-procurement portal.
- 8.4 RSFCSC will open the Technical Bid of all the participants received through e-procurement portal on the specified date and time. The participant can view other participants in the e-Procurement platform after opening of the bid. However, they are at liberty to be present personally or through their authorized representative at RSFCSC office at the time of opening of the bid along with the bid acknowledgement receipt generated by the system after successful bid submission. In the event of the specified date of bid opening being declared a holiday for RSFCSC, the bid will be opened on the next working day but there will be no change in the time for opening as indicated in the bid.
- 8.5 Prior to the detailed evaluation of bid, it will be determined whether each bid;
 - Has been digitally signed;
 - Is responsive to the requirements of the BID documents.
- 8.6 The bid shall be considered to be unresponsive in the following conditions
 - Non submission of bid cost, processing fees and bid security amount.
 - Non – submission of duly signed scanned copy of in acceptance of terms & conditions.
 - Non confirmation to all requirement set out in the bidding documents except minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements.

- Other provisions as specified under Rule 59 of the RTPP Rules 2013 shall apply.
- 8.7 A bid determined as not responsive will be rejected by the RSFCSC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 8.8 The eligible participants if required will show the supporting documents, in original or self-attested by authorized signatory, on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.
- 8.9 A list of participants who qualify the Technical Bid will be available to qualified participants in the e-procurement portal.
- 8.10 After the technical evaluation is completed, the Corporation will open the Financial Bid of only technically qualified participant on the date and time as fixed in the BID or on subsequent date & time which will be intimated to the participants.
- 8.11 The Letter may be sent by registered/speed post or fax or e-mail.
- 8.12 RSFCSC will open the Financial Bid of all technically qualified participants received through e-procurement portal on the specified date and time. The participants can view the Financial Bids of other participants in the e-Procurement portal after opening of Financial Bids.
- 8.13 Discounts offered by the qualified technical bidders will be taken into consideration to arrive at highest score achieved by the bidders in accordance with the scoring criteria as detailed in Financial Bid section and Annexure D.
- 8.14 The allocation will be awarded to the successful Bidder through issue of an Allocation Letter by post/fax/e-mail.
- 8.15 Corporation reserves the right to award the bid in full or in part to one or several parties. The decision of the Managing Director is final and binding on the bidder.
- 8.16 If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the performance deposit of the bidder will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law.
- 8.17 The corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Rule 72 of the RTPP Rules 2013 shall apply.
- 8.18 Bidder has to submit certificate that the discount Quoted by the bidder are maximum. He had not submitted the discount more than the quoted discounts in this bid anywhere in the State of Rajasthan. The Price Fall Clause as provided in the RTPP Rules shall be applicable.
- 8.19 Fair Price Shop (FPS) owner /dealer & RSFCSC have to comply with the existing rules & regulations regarding GST and other government liabilities as per Government orders.
- 8.20 Bidder has to replace supplied items which are damaged during transportation.
- 8.21 Items/Products basket mentioned in Annexure-D can be revised whenever required that will be on whole discretion of RSFCSC.
- 8.22 Establishment of District level, block level supply chain mechanism to ensure door step delivery up to FPS/AB will be the responsibility of the vendor and same will be shared with the corporation within the stipulated time given for the commencement of the first supply.

8.23 Bidder has to be capable of supply the product in small size packing as per demand for Example.

1. Atta - 1 Kg., 5 Kg, & 10 Kg.
2. Pulses, Rice, Poha, Suji, Maida, Besan, Sabudhana 200 gm, 500 gm, 1 Kg.
3. Grain (Except wheat) 1 kg., 2 kg., 5 kg., and 10 kg.

8.24 Successful bidder will nominated nodal officer in each district who will coordinate from concerning DSO and MCS of the district for implementing Annapurna Scheme.

8.25 The successful bidder have to ensure that mobile app /Tele-calling system to be adopt /develop so that FPS dealer (A.B) may deliver /book online order and by this technology (Mobile App)real time basis monitoring system may be possible by corporation and a proper fully functional website for taking real time orders & generation of MIS reports.

9. Indemnification

9.1 The bidder shall indemnify the corporation and FPS dealer against all claims which may arise in supply of inferior and low quality products not conforming to prescribed specifications in relevant by laws of the products such as Legal Metrology Act, 2009 or FSSAI Act, 2006.

9.2 The bidder shall agree to indemnify corporation against and FPS dealer, and to reimburse corporation for, and to our option, to defend corporation against, all damages for which it is held liable to in any proceeding arising out of use of products, pursuant to and in compliance with this Bid/Agreement, and for all costs corporation reasonably incur in the defence of any such claim brought against corporation or in any such proceeding in which corporation is named as a party, including reasonable attorney's fees, provided that corporation has timely notified bidder of such claim or proceeding.

9.3 The approved supplier will indemnify the RSFCSC and FPS dealer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of usage of such products.

10. Signing of BID

10.1 Person or persons signing /submitting the Bid shall state in what capacity he is or they are signing/submitting the Bid.

10.2 In the case of a Partnership Firm, Limited Liability Partnership firm and companies registered under Companies Act 1956, the names of all the partners/directors shall be disclosed and the Bid shall be signed by all the partners/directors or their duly constituted attorney, having authority to bind all the partners/directors in all matters pertaining to the contract. The copy of the Partnership Deed along with Power of Attorney, Financials including Auditor's (in case of all) & Director's Report (in case of companies) for previous 3 years shall be submitted along with the Technical Bid.

10.3 The persons competent to sign/submit the Bid Form or any document forming part of the Bid on behalf of another or on behalf of a Firm/Company shall be responsible to produce a proper Power of Attorney/Board Resolution duly executed in his favour,

stating that he has authority to bind such other person or the Firm/Company as the case may be, in all matters pertaining to the contract. If the person so signing the Bid fails to produce the said Power of Attorney/Board Resolution, his Bid shall be liable to be summarily rejected without prejudice to any other right of the Corporation under the Contract and Law. The “Power of Attorney/Board Resolution” should be signed by all the partners/directors in the case of partnership concern or Limited Liability Partnership firms or Companies.

11. Documents comprising the Bid

- 11.1 The bid shall comprise of Part –A Technical Bid and Part-B Financial Bid and all its Appendices and all supporting documents and attachments. The Bids complete in all respect including all attachments, and supporting documents as prescribed in this BID Document shall be uploaded by the authorized signatory as stipulated in the BID. Hard copy of the BID documents will not be accepted at this stage.
- 11.2 The filled and signed attachments and supporting documents are to be scanned and uploaded at the space/packet provided in the bid portal. The original/attested copies of the attachments from the successful participant will be collected on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

12. Submission of Bid

- 12.1 Bidder shall submit the bids electronically, before the last date & time, as mentioned in e-Bid notice. RSFCSC may extend the deadline for submission of BID by issuing an amendment in which case all rights and obligations of RSFCSC and the participants previously subject to the original deadline will then be subject to the new deadline.
- 12.2 The onus of ensuring fulfilment of the eligibility condition would be on the Participant and if BID subsequently found ineligible would be summarily rejected.
- 12.3 If any of the documents are found to be forged/fabricated at any stage, the RSFCSC may take action for banning the bidder from participation in any BID's of RSFCSC apart from initiating legal action under the applicable law for causing any loss/damage.
- 12.4 In case of exceptional circumstances or when the BID documents are required to be substantially modified as a result of discussions in pre-bid conference or otherwise, the corporation reserves a right to increase the timelines for submission of bid. In such a case the extended time and date shall be published on the website only in case of original BID. Further all the procedures set out in Rule 51 of the RTPP Rules 2013 shall be followed.

13. Eligibility Criterion

13.1 Original brand manufacturers engaged in manufacturing of FMCG products are eligible to apply.

OR

13.2 Authorised C&F agents and distributors engaged in distribution of FMCG products of either a single brand or multi brands are eligible to apply.

OR

13.3 Wholesalers engaged in wholesale of FMCG products of either a single brand or multi brands are eligible to apply.

OR

13.4 Supply chain stores engaged in wholesale/retail markets of FMCG products with their own supply chain for distribution across India/Globe shall be eligible to apply

14. Technical Eligibility Criterion

14.1 Bidder should have a minimum of three years of experience in manufacturing/distribution or supply of FMCG products with their own supply chain for distribution.

14.2 It should have required work force/resources/arrangements for procurement/manufacturing and supply of products to the FPS in a timely manner

14.3 It should have office in the State Capital where the RSFCSC Head Office is located. (A Certified list of all offices/branches/warehouse/Godown in each district of the firm with complete address and contact numbers is required) or it undertakes to open up an office within 30 days of allotment of the bid.

14.4 Minimum average annual turnover for the last preceding three years in the FMCG business should be INR 50 Crores.

14.5 The bidders are required to provide all the documents mentioned in the check list (Annexure-C).

14.6 If the bidders fail to submit any of the documents, their bid would be summarily rejected.

14.7 Bids of the participants fulfilling the above Technical Eligibility criteria shall only be considered for opening of Financial Bid. The format in which scanned copy of summary of technical bid is to be uploaded is placed at Appendix K.

15. Financial Bid

15.1 A product wise bid shall be quoted for range of products according to the categories as defined in the Appendix D & Appendix M along with Annexure A.

15.2 The bidder needs to provide discount in the range of minimum and maximum discount offered on the specified products.

15.3 Against each product a specified number of brands are being given. Bidder also needs to specify the number of brands he wishes to offer. The benchmark number of products

is mentioned in column no 4 of Appendix M of Financial Bid Format

- 15.4** The evaluation of the financial bid shall be done by applying a simple formula of averaging the maximum and minimum discounts offered and multiplying such average into benchmark number of brands offered, a bidder cannot quote number of brands beyond the benchmark number of brands, as mentioned in the FBF. However it is also made clear that in case a bidder quotes lesser no. of brands than the Product score will be -Actual no. quoted ×Average discount.
- 15.5 PARALLEL RATE CONTRACT:-Orders will be placed with lowest-(L-1) firm. However in case of any exigency at the discretion of the Bid inviting authority, the orders may also be placed with the L-1 rates and executed agreements with L-2, L-3 etc on same terms & conditions. Provisions of RTPP Act will be followed in totality.
- 15.6 Corporation reserves right to hold negotiation with the bidders qualifying the basic criteria of offering discounts.
- 15.7 In case of one or more bidders as L-1, the FPS shall be divided to the qualifying bidders at the sole discretion of corporation.
- 15.8 The discount quoted by the bidders shall be renegotiated at the sole discretion of the corporation.
- 15.9 The supplier shall pay 1% + GST and all other applicable taxes of the invoice value of the goods supplied to FPS in the form of administrative cost to the corporation, the same shall be payable on a monthly basis along with the details of supply during the month. The due date for payment of such cost shall be 5th of the next month, failing which an interest @ 18 % per annum shall be charged for the delay in payment. If 5th is a holiday then the next working day will be due date for payment

16. BID issuing authority

- 16.1 This BID is issued by RSFCSC, intended to short-list professional participants fulfilling technical requirements, company's decision with regard to the short-listing of participants through this BID shall be final and the company reserves the right to reject any or all the proposals without assigning any reasons.
- 16.2 **Project Title:** Annapurna Bhandar Yojna
- 16.3 **Project Initiator Details:** Managing Director, RSFCSC Jaipur.
- 16.4 **Organization:** Rajasthan State Food & Civil Supplies Corporation Limited, Jaipur.
- 16.5 **Contact Person:** General Manager (Marketing).
- 16.6 **Contact Person (Alternate):** O.I.C (Annapurna Bhandar Yojna)
- 16.7 **Website:** www.rsfcsc.org

17. Duration & Place of Delivery

The bidder will have to compulsorily supply ordered quantity of products within the period specified under scope of work from the date of initial order at specified FPS destinations as per the directions of the RSFCSC_The RSFCSC will not place any purchase order. The Annapurna Bhandar supplier will have to supply in accordance with the demand placed by FPS (Annapurna Bhandar).

18. Packing & Insurance

The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers. The corporation / FPS (AB) will not be required to pay any such charges, if incurred.

19. Quality Assurance

The supplier will have to ensure that the qualities of products supplied at FPS (AB) are strictly confirmed to the specification prescribed under BIS/FSSA /AGMARK. The supplier shall deliver lot/batch wise samples to Manager, Civil supply concerned for the products supplied by him to the FPS. The random samples may also be taken from FPS (Annapurna Bhandar) by the corporation or its authorized persons. In the event of any of the samples taken found to be substandard, harmful, adulterated etc as the case may be, the concerned supplier will be wholly responsible for that. The supplier will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts. Further, the supplier will have to immediately replace the entire stock of the particular batch/lot number of substandard/ adulterated products at their cost. If any quantity of substandard/ adulterated products cannot be replaced/ taken back from the FPS due to its supply to the consumers, then a penalty equivalent to the deduction of minimum 20% or as decided by competent authority from the consignment of that particular Batch/ Lot will be deducted.

20. Termination of Contract on breach of conditions

- 20.1 In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the Corporation to forfeit the amount deposited by the supplier as performance deposit and cancel the contract without one month's notice.
- 20.2 The Corporation reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the RSFCSC.

21. Extension Clause

The *period* of the contract shall be 2 years and the period can be further extended for another 3 Months with mutual consent.

22. Compliance with the code of Integrity

Any person participating in a procurement process will –

- 22.1 Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- 22.2 Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or

- other benefit or avoid an obligation.
- 22.3 Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- 22.4 Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.
- 22.5 Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process.
- 22.6 Not obstruct any investigation or audit of a procurement process.
- 22.7 Disclose conflict of interest, if any, and disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

23. Conflict of Interest

The bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- 23.1 Have controlling partners/ shareholders in common; or
- 23.2 Receive or have received any direct or indirect subsidy from any of them; or
- 23.3 Have the same legal representative for purposes of the Bid; or
- 23.4 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 the procuring entity regarding the bidding process; or
- 23.5 The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or
- 23.6 The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- 23.7 Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

24. Saving Clause

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

25. Agreement

All successful bidders should execute a tripartite agreement immediately after allocation of FPS (Annapurna Bhandar) within fifteen (15) days as per the terms & conditions on INR 5,000/- on non-judicial stamp paper as per Appendix-P. In the event of failure to execute the agreement by bidder, the Bid security shall stand forfeited apart from cancellation of supply contact besides debarring of the bidder and Corporation is entailed to collect liquidated damages if any from the bidder for his failure to comply with the terms and conditions of the Bid. Further an option shall lie with the Corporation to offer the bid to the next qualifying bidder or to summarily cancel the bidding process.

26. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical error during evaluation of Financial Bids on the basis:

- i. 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.
- ii. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

27. Procuring Entity's Right to Vary Quantities

If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the condition of the contract.

28. Dividing quantities among more than one bidder at the time of award

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of vital nature, in such cases, the quantity may be divided *among the Bidders*, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

29. Subletting

The supply contract awarded should be executed by the successful bidder only and subletting any of the function under the contract is not permitted.

30. Appellate Authority

1. The designation and address of the First Appellate Authority is Chairman, RSFCSC ,Jaipur.
2. The designation and address of the Second Appellate Authority is Honourable Minister,

Food & Civil Supplies department, Government of Rajasthan.

31. Arbitration

In case of any dispute arising between the bidders and the FPS, the Additional Food Commissioner, Food Department, Government of Rajasthan will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

32. Jurisdiction

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honourable High Court (Jaipur Bench only).

33. Other terms and conditions

Other terms and conditions which are not mentioned above will be applicable as per RTPP act 2012 and Rules 2013 made there under.

Technical Bid Application (on the Letter Head of the company/firm)

To,

**The Managing Director
Rajasthan State Food & Civil Supplies Corporation Limited
Jaipur**

Dear Sir/Madam,

This is in reference with your e-bid notice No..... date..... I/We submit the e-bid for supply up to the FPS called Annapurna Bhandars under Annapurna Bhandar Yojna

I/we have thoroughly examined and understood all the terms & conditions as contained in the BID document, invitation to BID, General Information to participant and its annexure & appendices and agree to abide by them.

I/We shall be bound by communication of acceptance of the offer dispatched within the time.

I/We do hereby declare that the entries made in the bid and Appendices/Annexure & attached therein are true and also that I/We shall be bound by the act of my/our duly authorised representatives.

I/We hereby enclose following:- DD/BC/BG towards BID processing Fee. cost of Bid Document and Bid Security respectively-

S. No.	Particulars	DD/BC/BG	Date	Amount
1.	Cost of Bid Documents			
2.	Bid Security			
3.	Bid Processing Fees			

In the event of my/our BID being accepted, I/We agree to pay per month administrative cost @1% of the total Value of the goods sold per month (*plus* all taxes etc plus GST applicable) as stipulated in the BID documents and put in place the necessary services within fifteen working days of acceptance of the BID.

I/We hereby declare that my/our firm/company has not been blacklisted or otherwise debarred during the last **three** years by the RSFCSC, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that my/our Firm/company was blacklisted/debarred by _____
(here give the name of the client) for a period of

_____, which period has expired on _____. (Full details of the reasons for
blacklisting/debarring, and the communication in this regard, should be given)(*)

S.No.	Name of Organisation	Address	Order no. and Date	Please enclose the copy of all relevant orders
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(*) (Strike out whatever is not applicable)

I/We hereby declare that no contract entered into by me/ my Firm/company with the RSFCSC, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last **three** years.

I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the RSFCSC shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

Signature

Name:

Designation:

Place

Date:

Participant's information

S. No.	Particulars	Information
1.	Name of the Participant	
2.	a) Business Address b) Telephone Number c) Fax No. d) Mobile Number e) Email Id	
3.	Nature of the business (Manufacturer/ Supplier/Wholesaler/ Retailer/any other)	
4.	List of partners/directors with their name and address, Phone Number, e-Mail ID	
5.	Experience of firm/company in supply to companies engaged in similar line of business (scanned copy of Purchase order/orders of such organization)	
6.	Whether having office in the state of Rajasthan in which RSFCSC head office situated if yes, please provide Address (A scanned copy of list of all offices/branches/warehouses/Godown in each district of the firm with complete address, contact numbers and e-Mail ID may be enclosed)	
7.	Name of the Contact Persons authorized to sign BID documents with their contact details (name, address, Phone Number & e-Mail ID)	
8.	PAN No. of participant (enclose a scanned copy of PAN of the firm)	
9.	GST number (enclose copy of GST registration certificate)	
10.	Gross Annual Turnover during the immediate preceding 3years. (Enclose scanned copies of duly audited and approved profit & Loss account & Balance Sheet for preceding Three years.) i.e. 2015-16, 2016-17 & 2017-18 (if balance sheet of 2017-18 is not Audited, unaudited may be submitted)	
11.	Details of participant's Bank Account (Account number, Bank Name, Branch, IFSC)	

Authorized Signatory

Appendix 'C'

1. Check List (Documents to be submitted in the technical document cover)

S. No.	Particulars	Page no.	Enclosed (Yes/No)
1.	Bidder Should have minimum Three Years of Experience in Production/Manufacturing/Wholesaling/ Distribution Dealers /Operating Retail Chain Stores with their own supply chain for distribution. (evidence enclosed)		
2.	Minimum average annual turnover for last three years in the FMCG business should be INR 50 Crore. The turnover statement in original duly certified and signed by Chartered Accountant will be submitted along with Bid. (evidence enclosed)		
3.	Bidder should submit last three years audited balance-sheet along with P&L A/c (Attested by Notary Public.). In case of Company, financial report, Director report, Auditor report should also enclosed.		
4.	Copy of PAN		
5.	Copy of GST Registration certificate duly attested by Notary Public		
6.	Power of Attorney / Board resolution for the persons competent to sign. / submit the form or any document forming part of the bid on behalf of firm/company.		
7.	List of Product/Brands with the no. of brands/ products offered by Firm / Company.		
8.	Copy of list of all offices/branches/warehouses/Godown in each district of the firm with complete address, contact number and e-mail ID if having office in the state of Rajasthan.		
9.	Copy of the partnership Deed along with permanent and present addressed of the partners in case of a Firm (if applicable)		
10.	Copy of the Registration Certificate, if it is firm/Limited Company (if applicable).		
11	Copy of Registration certificate for quality certification by FSSAI/ISI or any other agency wherever applicable.		
12.	Affidavit mentioned at serial no. 12 & 13 of Technical Undertaking (Appendix K)		
13	Bid documents (Page no. 1 to 24) Signed by bidder.		
14	Appendix A (Bid Application)		
15	Appendix B (Participant's Information)		
16	Appendix C (Checklist of documents to be uploaded with Technical Bid)		
17	Appendix D (Declaration for List of Products to be supplied)		
18	Appendix E (Declaration by bidder regarding qualifications) under section 7 of RTTP.		
19	Appendix F (Declarations & Undertaking) in terms of capacity of FMCG items, rate quoted, penalties(blacklist/debarring/banning) and taxes.		
20	Appendix G (Annual Turnover Statement)		
21	Appendix H (Statement of Past Supplies & Performance)		
22	Appendix I (Affidavit regarding compliance to Terms & Conditions of Bid)		
23	Appendix J (Pre Stamp Receipt)		
24	Appendix K (Technical Undertaking)		
25	Appendix L (Financial Undertaking)		
26	Appendix O (Grievance Redressal During Procurement Process)		
27	Appendix P (Agreement Format)		

Note: -

1. All the documents listed above should be attested by Notary Public.
2. Document mentioned against each of the items shall be attached with Bid, failing which the Bids shall be liable to be rejected.
3. All certificate/licence/ Documents which are required shall be complete and updated.

Appendix: D**List Of Products:- Declaration for list of products to be supplied**

Categories	S.No	Name of Products	No. of Brand
A	1.	Edible Oil (Including fortified oil)	
	2.	Ghee	
	3.	Cereals except Wheat	
	4.	Pulses	
	5.	Dry Fruits	
	6.	Salt (Including Double fortified salt)	
	7.	Tea	
B	1.	Noodles	
	2.	Biscuits, Cookies	
	3.	Candies, Chocolates and Toffies	
	4.	Wafers/Chips	
	5.	Coffee	
	6.	Cosmetic Creams	
	7.	Bathing/Toilet Soaps	
	8.	Detergent Bars	
	9.	Detergent Powders	
	10.	Talcum Powder	
	11.	Hair Oil	
	12.	Shampoo	
	13.	Tooth Paste, Tooth Powder	
	14.	Sanitary Napkins	
C	1.	Rava, Maida, Besan	
	2.	Sabu Dana	
	3.	Bhujia/Namkeens	
	4.	Spices	
	5.	Jaggery (GUD)	
	6.	Burah (Crushed Sugar)	
	7.	Mishri	
	8.	Sauces	
	9.	Pickles	
	10.	Honey	
	11.	Pappad	
	12.	Poha/Avalakki/Chirwa	
	13.	Tooth Brush	
	14.	Razors, Shaving Blades, Shaving Creams/Brushes	
	15.	Pens/Pencils/Rubber/Sharpener	

D	1.	Slippers	
	2.	Phenyls	
	3.	Toilet Cleaners	
	4.	Agarbatti	
	5.	Matchboxes	
	6.	Wax Polishes	
	7.	Knife, Scissors	
	8.	Note Books	
	9.	Hair Combs	
	10.	Candles	
	11.	Bulbs/CFL/LED	
	12.	Mosquito Repellents	

Note: -

1. The corporation has the sole discretion to add or remove any items in the above referred categories.
2. The corporation has the sole discretion to modify or replace any items in any one or two categories.
3. The discounts shall be offered product wise and shall be offered in a range of whole numbers. Any fraction of discount shall be ignored and only the whole number shall be considered.
4. The evaluation shall be done on the basis of discounts offered on each product, a simple average shall be calculated of the maximum and minimum discount and the same shall be multiplied by the benchmark number of brands offered. If a bidder quotes lesser no.of brands than the benchmark numbers, than the average discount shall be multiplied by the no of brands quoted by the bidder.

(Shall be submitted on Rs. 100 non Judicial stamp paper)

Appendix: E

Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to..... for procurement of in response to their Notice Inviting Bids No. Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:
Place:

Signature of bidder with seal
Name
Designation:
Address:

Declarations and Undertakings

(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover- A)

1. We..... (Name of firm) do hereby undertake that we have installed manufacturing/producing capacity/selling/distribution capacity of FMCG items mentioned in the bid documents.
2. We certify that the discount mentioned of each product is reasonable & not sold on higher discount to anyone than given to FPS (AB).
3. (a) We do hereby undertake that our company/firm has not been blacklisted/banned by any Govt. (Government of India/State Govt.) & their subordinate Departments for participation/submission of bids.
(b) We do hereby undertake that our company/firm has been blacklisted/ banned by..... (Name of Govt. /Dept.) & required information as below:
 - (i) Cause of blacklisting/banning/Debarring.
 - (ii) For which item.....:
 - (iii) Period of blacklisting/banning/Debarring.
 - (iv) Latest Status of black listing/banning/Debarring.
4. We hereby confirm that we have deposited GST and taxes as per guideline of government as on dated With the Department. GST M/s..... As on dated
5. If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the bid if and to the extent accepted may be cancelled and the amount of Bid Security/ Performance Security may be forfeited.

Place :

Signature of Authorized Signatory

Name and Signature of Bidder

Date :

Designation with seal

Annual Turnover Statement
(On Rs.100/- non judicial stamp paper duly attested by Notary Public)

The Average Annual Turnover of M/s. _____ address
_____ for the past three years in the
FMCG business are given below and certified that the statement is true and correct.

S. NO.	Financial Year	Turnover in Crore (INR)
1.	2015-16	-
2.	2016-17	-
3.	2017-18	

Total - INR _____ Crore

Average turnover per annum - Rs. _____ Crore

Date

Place

Signature of Auditor/Seal
Chartered Accountant
(Name & Address)
Contact Details with
Phone Number & Mail ID

Statement of Past Supplies and performance
(On Rs.100/- non judicial stamp paper duly attested by Notary Public)

We..... (Name of firm) do hereby undertake that we have supplied FMCG Items as per details given below:-

Calendar Year	S. No	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Firm been supplied satisfactory?
					As per contract	Actual		
2015-16								
2016-17								
2017-18								

Note:-

1. It should be notarized and submitted with technical bid.
2. The above information may be verified from relevant documents of Bidder.

Place :

Date :

(Name)
Signature of
Bidder with Seal

Affidavit regarding compliance to Terms & Condition of Bid

(On Rs.100/- non judicial stamp paper)

Bidder Name:

I/We confirm that I/We are authorized to submit bid on behalf of the firm participating in the bid and have perused the entire Bid document including all its amendments till date.

Having perused the **subject** bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated , offer validity , terms of delivery without any deviations whatsoever:

- I/We also confirm acceptance of the all General Terms & Conditions of bid document.
- I/We certify that the discount quoted against the bid are competitive and without adopting any unfair / unethical means in including cartelization.
- I/We certified that bidding firm has not been banned by any Government Department of the State / PSU from business dealings.
- I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Name of Bidder with Signature and Seal

Pre- Stamp Receipt

We received an amount of Rs..... from The Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited, Rajasthan, Jaipur, through DD/BC/BG No.dated.....or RTGS etc. as details for payment is given below:

1. Name of Firm.....
2. Address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type: Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFCS Code.....
9. PAN NO.
10. Bank contact person's name & Mobile no. :

This amount is received against refund of bid security of bid no.dated
and sanction no. Dated

Signature of Authorized Signatory
Name of Signatory
Designation with seal

Place :

Date :

Technical Undertaking
On Rs.100/- non judicial stamp paper

I/We have clearly understood all the terms and conditions of the bid and agreement etc. and agree to undertake the supply of FMCG items at the destinations specified by corporation and as per the appendix of bid document specifications prescribed by the Corporation.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the bid etc., and the instructions issued by the Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited from time to time.

I am/we are enclosing the following documents as per the Terms and Conditions of the Bid along with the bid documents:-

1. Demand Draft bearing No. ----- Dt. -----for INR.1.50 Cr...../ {.....}
Drawn on----- Bank towards Bid Security and DD no. dated for Rs. 5000/- towards bid fee and DD no. date for Rs. 1000/- Towards processing fee .
2. Evidence regarding Three Years of Experience in Production/Manufacturing/Wholesaling/ Distribution Dealers /Operating Retail Chain Stores, with their own supply chain for distribution.
3. Evidence regarding minimum average annual turnover for last three years in the FMCG business of rupees 50 Cr.
4. Copy of the last three years Audited balance sheet along with P&L A/C.
5. Copy of PAN and GST registration no.
6. Power of Attorney / Board resolution for the persons competent to sign. / submit the form or any document forming part of the bid on behalf of firm/company.
7. List of Product/Brands with the no. of brands/ products offered by Firm / Company.
8. List of all offices/branches/warehouses/Godown in each district of the firm with complete address, contact number and e-mail ID if having office in the state of Rajasthan. and a proper fully functional website for taking real time orders and generation of MIS reports.
9. Copy of the partnership Deed along with permanent and present addresses of the partners in case of a Firm.
10. Copy of the Registration Certificate, if it is firm / Limited Company.
11. Copy of Registration certificate for quality certification by FSSAI/ISI or any other agency wherever applicable.
12. Affidavit attested by a notary to that effect that the Bidder has no past or present criminal record with the Police/Vigilance of CS Dept. / Vigilance and Enforcement Dept. Govt. of Rajasthan or Govt. of any other state /Govt. of India.

13. Affidavit stating that the Bidder or any of the partners or Representatives were never black listed the civil supplies Corporation/ Central Government / any State Government/ any union Territory/ State Agency at time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.

I/We hereby affirm that the Corporation is at liberty to take action against me / us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Signature of the Bidder
Name:

Financial Undertaking

(On Rs. 100/- non Judicial stamp paper duly Attested by Notary Public)

I/We have clearly understand all the terms and conditions of the bid and agreement etc. and agree to undertake the supply quality FMCG products at the destinations specified by Corporation.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Bid, Agreement and the Managing Director of Rajasthan State Food & Civil Supplies Corporation Limited from time to time.

I/We shall furnish the prescribed Performance Deposit amount of 5% of estimated value within 15 days of the acceptance of my/our bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the bid and my our **bid security** stands forfeited if /we fall to furnish the prescribed Performance Deposit and also enter into agreement within **15** days of acceptance of my/our bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfilment of contract by me/us , my/our **Performance Security** or any amount available with the Corporation are liable to be forfeited , award of supply contract stands cancelled besides blacklisting me/us.

Signature of the Bidder

Name:
Address:

Financial Bid Format (FBF)

Name of the Bidder -----

Categories (1)	S.No (2)	Products (3)	No. of Brands (4)	No. of brands offered (5)	Min. Discount (6)	Max. Discount (7)	Avg. Discount (8) col.6+col .7/2	Product Discount Score (9) col.8*col .5
A	1.	Edible Oil (Including Fortified Oil)	15					
	2.	Ghee	10					
	3.	Cereals except wheat	10					
	4.	Pulses	10					
	5.	Dry Fruits	10					
	6-	Salt (Including Double Fortified Salt)	10					
	7.	Tea	10					
B	1.	Noodles	10					
	2.	Biscuits, Cookies	20					
	3.	Candies, Chocolates and Toffies	25					
	4.	Wafers/Chips	10					
	5.	Coffee	05					
	6.	Cosmetic Creams	15					
	7.	Bathing/Toilet Soaps	25					
	8.	Detergent Bars	15					
	9.	Detergent Powders	15					
	10.	Talcum Powder	15					
	11.	Hair Oil	15					
	12.	Shampoo	15					
	13.	Tooth Paste, Tooth Powder	15					
	14.	Sanitary Napkins	08					
C	1.	Rava, Maida, Besan	10					
	2.	Sabu Dana	05					
	3.	Bhujia/Namkeens	25					
	4.	Spices	25					
	5.	Jaggery (GUD)	10					
	6.	Burah (Crushed Sugar)	05					
	7.	Mishri	05					
	8.	Sauces	10					
	9.	Pickles	10					
	10.	Honey	05					
	11.	Pappad	15					
	12.	Poha/Avalakki/Chirwa	10					
	13.	Tooth Brush	15					
	14.	Razors, Shaving Blades, Shaving Creams/Brushs	15					
	15.	Pens/Pencils/Rubber/Sharp ener	20					

D	1.	Slippers	10					
	2.	Phenyls	10					
	3.	Toilet Cleaners	05					
	4.	Agarbatti	10					
	5.	Matchboxes	25					
	6.	Wax Polishes	05					
	7.	Knife, Scissors	10					
	8.	Note Books	25					
	9.	Hair Combs	10					
	10.	Candles	20					
	11.	Bulbs/CFL/LED	15					
	12.	Mosquito Repellents	10					
Grand Total of Product discount Score								

Note: -

1. The above no. of brand offered and discount shall be quoted keeping in mind the factors listed at Para 15.
2. It is compulsory to apply for all the products. Any bidder failing to offer discounts or omits to offer discount on any product then his bid shall be summarily rejected.
3. Bidder must enclose an Annexure 'A' for each product in which name of the brand and discount offered must be mentioned. This annexure must be submitted with financial bid format (Appendix 'M').
4. The No. of brand offered and the range of Minimum and Maximum discount must be filled in the financial bid format, so that the average discount may be derived. Product discount score formula:-

The evaluation of the financial bid shall be done by applying a simple formula of averaging the maximum and minimum discounts offered and multiplying such average with benchmark number of brands offered, a bidder can quote number of brands only up to benchmark number of brands, as mentioned in the FBF. However it is also made clear that in case a bidder quotes lesser no. of brands than the Product score will be -Actual no. quoted × Average discount. The Bid with the highest Product discount score will be L-1, subsequently as per the respective scores L-2,L-3 etc. will be determined.

42. Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Chairmen, RSFCSC, Jaipur.

The designation and address of the Second Appellate Authority is Honourable Minister, Food & Civil Supplies department, Government of Rajasthan.

(1) Filing an appeal

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority, as specified in the bidding document within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in the procurement proceedings:

Provided further that in case a procuring entity evaluates the Technical bids before the opening of the financial bids, an appeal related to the matter of financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or the prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within 15 days from the expiry of the period specified in para (2) or the date of receipt of the order passed by the First appellate authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of the confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to the First Appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be INR 2,500/- and for second appeal shall be INR 10,000/- which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of Appellate authority concerned.

(7) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall –
 - i. Hear all the parties to appeal present before him; and
 - ii. Pursue or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub clause (c) above shall also be placed on the State Public Procurement Portal

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act,
2012**

Appeal No.....of.....
Before the..... (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential Address:

2. Name and address of the Respondents:
 - (i)
 - (ii)
 - (iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement or decision, action or omission of the Procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:
.....
.....
.....
.....
..... (Supported by an affidavit)

7. Prayer:
.....
.....
.....
.....

Place.....
Date.....

Appellant Signature.....

Agreement Format

TRIPARTTE AGREEMENT FOR THE IMPLEMENTATION OF ANNAPURNA BHANDAR YOJANA AMONG RAJASTHAN STATE FOOD AND CIVIL SUPPLIES CORPORATION LTD, (name Successful Bidder) -----
-----AND FPS Dealers.

This deed of Agreement is made and entered into on the day -----

AMONG

Rajasthan State Food and Civil Supplies Corporation Limited (RSFCSC), a Rajasthan Government public Limited Company having its Registered office at 501, Kisan Bhawan, Lal Kothi, Tonk Road, Jaipur (Raj.) (Herein after called the Corporation which term shall include its successors and assigns) as the First Party.

AND

----- (name Successful Bidder), Company having its registered office ---
----- (herein after called THE SUPPLIER which term shall include successors and assigns) as the Second Party.

AND

Fair Price Shop (FPS) Dealers whose name and locations as listed and signed at the end of the agreement in the following format (herein after called FPS Dealers (which term shall include its successors and assigns) specified for Annapurna Bhandar as the Third Party.

S. No.	FPS Code No.	FPS License no.	Name of FPS dealer	Father's Name	FPS Name & No.	Address	Signature of FPS dealers
List Enclosed							

And whereas **The Corporation** desires to appoint a Supplier for the supply of the products at designated Fair Price Shops under Annapurna Bhandar Yojna.

Whereas 'the Supplier has agreed with the Corporation to supply of the products at designated Fair Price Shops under Annapurna Bhandar Yojna.

And whereas the Bid security Rs. deposited by the bidder will now be adjusted in the Performance Security of the supplier. The Supplier has deposited total performance deposit of Rs. -----
----- (-----) in the form of Bank guarantee No. dated -----
----- . It will be got verified from the issuing bank. Other conditions regarding bank guarantee will be same as mentioned in the rule 42 of the RTPP Rules 2013 for Bid security.

Performance Security furnished in the form specified in above will remain valid for a period of 180 (One Eighty) days beyond the date of completion of all contractual obligations of the supplier including warranty obligations and maintenance and defect liability period.

And whereas FPS Dealer is agreed to purchase the goods from the supplier under Annapurna Bhandar Yojna.

NOW THIS DEED OF AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:

1. The conditions of the bid and contract for open competitive bid enclosed to the bid notice No. --- dated -----to this agreement and letter no ----- dated ----- received from bidder and letter No. -----Dated -----issued by corporation and appended to this agreement shall also be the part of this agreement and are binding on the parties executing this agreement.
2. That the supplier has participated in the e-bid and has been decided as supplier for the supply of products at designated FPS under Annapurna Bhandar Yojna.
3. That the supplier will deliver the goods after receiving the initial order and *as per the schedule mentioned in the initial order*. The RSFCSC will not place any purchase order.
4. That the Contract shall come into force from the date of award of contract issued to the supplier by the corporation and shall remain valid up to 2 year and may be further extended up to 3 months with mutual consent.
5. That the terms and conditions and other covenants mentioned in the bid document shall be complied with by the supplier. In case of any violation of these, the Corporation will be competent to forfeit performance security deposited by the suppliers.
6. The Supplier shall undertake to supply at the shortlisted FPS shops (Annapurna Bhandar) .The Corporation at its discretion may increase or decrease the number of FPS. Initially Corporation proposes 5000 stores and which can be increased up to 25000 subsequently during the tender duration. The corporation at its discretion may increase or decrease the number of Annapurna Bhandars allocation to a supplier, keeping in view the total FPS of the state selected as Annapurna Bhandar time to time as per direction of the state government.
7. The supplier is ensured to supply desired products (list as per Appendix D) at the FPS allotted to the supplier. Basket of the products may be revised as per requirement of the corporation.
8. The Supplier shall supply to the FPS designated as Annapurna Bhandar in accordance with the directions of RSFCSC.
9. The Supplier shall need to maintain a detail requisite inventory (quantity and value) of goods supplied at each FPS, which shall be produced to the Corporation and concerning Manager Civil Supplies (MCS) on a monthly basis.
10. The Supplier shall nominated nodal officer in each district who will coordinate from concerning DSO and MCS of the district for implementing Annapurna Scheme.
11. The Supplier shall have to ensure that mobile app /Tele-calling system to be adopt /develop so that FPS dealer (A.B) may deliver /book online order and by this technology (Mobile App)real time basis monitoring system may be possible by corporation and a proper fully functional website for taking real time orders & generation of MIS reports.

10. The supplier needs to fulfill the order within 10 days of the purchase/demand order given by the FPS owner. If the supplier fails to supply within the stipulated time, then liquidated damages will be imposed as per GF & AR and RTPP Act, 2012 and Rules 2013.
11. The supply should be door step up to AB inclusive of all the expenses required to transport the products.
12. Products shall be delivered to the AB on a minimum order value of INR 5,000/- per AB.
13. The AB shall be handled by the FPS owner and the supplier is only required to supply the products in a timely manner. The FPS owner shall take licence under FSSAI, 2006 and shall obtain GST number. **(if applicable)**.
14. The products to be supplied at the FPS shall be complied with all the regulatory measures required to be taken under FSSAI Act 2006, Legal Metrology Act 2009 and any other bye laws as may be applicable.
15. FPS dealers shall make the payment to the supplier within 10 days of the supply. In case he makes payment on delivery then he shall be further entitled for 2% discount on the value of invoice. In case of delay in payment beyond 10 days then a penal interest @ 18% per annum shall be charged from the FPS owners for the delayed period. In case the FPS dealer fails to make payment within stipulated time period there is no any responsibility of the corporation. However in case of such defaults the authorization of concerned FPS dealer may be suspended/ cancelled by the competent authority. *i.e concerning DSO*. The same shall get incorporated in the agreement entered between supplier, corporation and FPS dealers.
16. The goods delivered by the supplier which have short shelf life i.e. upto 15 days then should have minimum 70% shelf life left to provide sufficient time to the FPS to sell the same before the date of expiry. The goods delivered by the supplier which have shelf life more than 15 days shall have minimum 50% shelf life left to provide sufficient time to the FPS to sell the same before the date of expiry. The supplier shall ensure to indicate the expiry dates on the goods delivered.
17. The supplier shall provide list of items covered under "Return to Vender" policy to the Corporation and FPS on a periodic basis i.e. monthly or by monthly or quarterly. Information about such schemes should be kept uploaded/publish on public domain/Website/portal of the supplier for awareness of the Annapurna Bhandar Sanchalak and public.
18. The supplier shall facilitate the "return to vendor" for the items on which manufacturer provides replacement facility in event of any manufacturing fault or defect in the product.
19. If manufacturer has the policy of 'Return to vendor' for non-running items then it will be applicable to the suppliers also.
20. The supplier shall be responsible for the quality of goods. If any inferior quality goods are supplied, supplier shall replace the same within 7 days. FPS dealer will ensure to maintain

proper storage of the goods and adhere to the storage guidelines of the manufacturers mentioned on the product pack. Further, all the provisions and penalties under FSSAI, 2006 and Consumer Protection Act 1986 shall be applicable to the supplier.

21. To cater price fluctuation in markets and to make FPS competitive, the supplier shall provide revised as on date price list on monthly basis for the items having frequent price fluctuations. In addition a quarterly revised price list of the remaining items shall also be furnished by the supplier to the Corporation by 6th of the subsequent months of the quarter. The supplier shall not circulate directly any price list to the AB/DSO/MCS without prior intimation to the head office RSFCSC. Price list must be authenticated by the supplier with designated seal & sign.
22. The supplier shall also ensure to update and offer the corporation and the FPS dealer about any promotional scheme/benefit/incentive provided in open market.
23. *Margin of FPS dealer is calculated as difference of purchase price of FPS and selling price of FPS. The same shall be distributed in the ration of 40:60 among FPS and customers meaning thereby that out of the total margin 40% shall be retained by the dealer while remaining 60% shall be pass on to customers as discount in prices. Supplier shall not be held responsible for margins retained by the dealer.*
24. Items covered under the PDS (Wheat, Kerosene and Sugar) shall not be supplied to the FPS by the supplier. *Fortified oil and Double fortified salt are to be compulsory to supply.*
Central / State Government / Corporation may add/ delete any items.
25. The signage will be installed by the supplier at his cost, where in clearly mentioning the name of scheme as Annapurna Bhandar.
26. *The Supplier shall indemnify the corporation and FPS dealer against all claims which may arise in supply of inferior and low quality products not confirming to prescribe specifications in relevant by laws of the products such as legal Metrology Act, 2009 or FSSAI Act, 2006.*
27. The Supplier shall agree to indemnify corporation and FPS dealer against, and to reimburse the corporation for and to our option to defend the Corporation against, all damages for which it is held liable to in any proceeding arising out of use of products. Pursuant to and in compliance with this agreement and for all costs the Corporation reasonably incur in the defence of any such claim brought against corporation or in any such proceeding in which corporation is named as a party, including reasonable attorney's fees, provided that corporation has timely notified supplier of such claim of proceeding.
28. The Supplier will indemnify the Corporation and FPS dealer against any claims from a third party at any time that may arise due to supply of inferior or low quality products not conforming to prescribed specification in relevant by laws of the products such as legal Metrology Act., 2009 or FSSAI Act, 2006 due to use of products pursuant to and in compliance with this agreement.
29. The supplier shall *pay* 1% + GST and all other applicable taxes of the invoice value of the goods supplied to FPS in the form of administrative cost to the corporation, the same shall be payable on a monthly basis along with the details of supply during the month. The due date for payment of such cost shall be 5th of the next month, failing which an interest @ 18 % per annum shall be

charged for the delay in payment. If 5th is a holiday then the next working day will be due date for payment.

30. The goods will be delivered at the destination in perfect condition. The supplier if so desire may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers, if incurred.
31. The supplier will have to ensure that the qualities of products supplied at FPS are strictly confirmed to the specification prescribed under BIS/FSSAI/AGMARK. The supplier shall deliver lot/ batch wise samples to Manager Civil Supply concerned for the products supplied by him to the FPS. The random samples may also be taken from FPS by the corporation or its authorized persons. In the event of any of the samples taken found to be substandard, harmful, adulterated etc as the case may be, the supplier will be wholly responsible for that. The supplier will have to face the prosecution proceeding, if any and have to defend the cases themselves in the concerned Courts. Further, the supplier will have to immediately replace the entire stock of the particular batch/lot number of substandard/ adulterated products at their cost. If any quantity of substandard/adulterated/ adulterated products cannot be replaced/taken back from the FPS due to its supply to the consumers, then a penalty equivalent to the deduction of minimum 50% or as decided by competent authority from the consignment of that particular Batch/Lot will be deducted.
32. In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, It will be lawful for the Corporation to forfeit the amount deposited by the supplier as performance deposit and the Corporation reserves the right to terminate without assigning any reasons there for the agreement, either wholly or partly by giving one month's notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the agreement by the Corporation.
33. The supply contract awarded should be executed by the successful bidder only and subletting any of the function under the contract is not permitted.
34. In case of any dispute arising between the parties to the agreement, the Additional Food Commissioner, Food Department of Rajasthan, Jaipur, will act as the arbitrator and the decision of the arbitrator will be final and binding on all the parties concerned.
35. In the event of any dispute arising out of the agreement or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honourable High Court (Jaipur Bench only).

Signed on the day----- for and on behalf of the Corporation, Supplier and FPS dealer as follows:

(For Corporation-1st Party)
Authorized Signatory

(-----)
The Supplier-IInd Party

Name:
Managing Director,
Rajasthan State Food & Civil Supplies
Corporation Limited, Jaipur

Name:-----
Designation,

FPS dealer (Illrd Party)

S. No.	FPS Code No.	FPS License no.	Name of FPS dealer	Father's Name	FPS Name & No.	Address	Signature of FPS dealers
List Enclosed							

Place: Jaipur

Date: -----

Witness

- 1.
- 2.

Witness

- 1.
2. _____

Annexure 'A' of Appendix 'M' (To be submitted with financial bid format

Name of the Bidder -----

Categories	S. No	Name of Products	S. No.	Brand Name to be offered	Name of the Company of brand offered	Offered brand is owned by bidder (Yer/No)	Percentage of discount offered by the bidder on MRP	
1	2	3	4	5	6	7	8	
A	1.	Edible Oil (Including Fortified Oil)	1					
			2					
			3					
			4					
			5					
			6					
			7					
			8					
			9					
			10					
			11					
			12					
			13					
			14					
			15					
		2.	Ghee	1				
				2				
				3				
				4				
				5				
				6				
				7				
				8				
				9				
				10				
		3.	Cereals except wheat	1				
				2				
				3				
				4				
				5				
				6				
				7				
				8				
				9				
				10				
	4.	Pulses	1					
			2					
			3					
			4					
			5					
			6					
			7					

			8				
			9				
			10				
	5.	Dry Fruits	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
	6.	Salt (Including Double fortified salt)	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
	7.	Tea	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
B	1.	Noodles	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
	2.	Biscuits, Cookies	1				
			2				
			3				
			4				
			5				
			6				

		7				
		8				
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		10				
		11				
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		13				
		14				
		15				
		16				
		17				
		18				
		19				
		20				
3.	Candies, Chocolates and Toffies	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
		12				
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		17				
		18				
		19				
		20				
		21				
		22				
		23				
		24				
		25				
4.	Wafers/Chips	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				

		9				
		10				
5.	Coffee	1				
		2				
		3				
		4				
		5				
6.	Cosmetic Creams	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
		12				
		13				
		14				
		15				
7.	Bathing/Toilet Soaps	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
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		22				
		23				
		24				
		25				
8.	Detergent Bars	1				

		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
		12				
		13				
		14				
		15				
9.	Detergent Powders	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
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		14				
		15				
10.	Talcum Powder	1				
		2				
		3				
		4				
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		6				
		7				
		8				
		9				
		10				
		11				
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		15				
11.	Hair Oil	1				
		2				
		3				
		4				

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		6				
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		11				
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		15				
12.	Shampoo	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
		12				
		13				
		14				
		15				
13.	Tooth Paste, Tooth Powder	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
		12				
		13				
		14				
		15				
14.	Sanitary Napkins	1.				
		2.				
		3.				
		4.				
		5.				
		6.				

			7.				
			8.				
C	1.	Rava, Maida, Besan	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
	2.	Sabu Dana	1				
			2				
			3				
			4				
			5				
	3.	Bhujia/Namkeens	1				
			2				
			3				
			4				
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			9				
			10				
			11				
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		17					
		18					
		19					
		20					
		21					
		22					
		23					
		24					
		25					
4.	Spices	1					
		2					
		3					
		4					
		5					
		6					

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5.	Jaggery (GUD)	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
6.	Burah (Crushed Sugar)	1				
		2				
		3				
		4				
		5				
7.	Mishri	1				
		2				
		3				
		4				
		5				
8.	Sauces	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				

		9				
		10				
9.	Pickles	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
10.	Honey	1				
		2				
		3				
		4				
		5				
11.	Pappad	1				
		2				
		3				
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		11				
		12				
		13				
		14				
		15				
12.	Poha/Avalakki/Chirwa	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
13.	Tooth Brush	1				
		2				
		3				
		4				
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			8				
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			10				
			11				
			12				
			13				
			14				
			15				
	14.	Razors, Shaving Blades, Shaving Creams/Brushs	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
			11				
			12				
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			14				
			15				
	15.	Pens/Pencils/Rubber/S harpener	1				
			2				
			3				
			4				
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			8				
			9				
			10				
			11				
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			13				
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			17				
			18				
			19				
			20				
D	1.	Slippers	1				

		2			
		3			
		4			
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		8			
		9			
		10			
2.	Phenyls	1			
		2			
		3			
		4			
		5			
		6			
		7			
		8			
		9			
		10			
3.	Toilet Cleaners	1	05		
		2			
		3			
		4			
		5			
4.	Agarbatti	1	10		
		2			
		3			
		4			
		5			
		6			
		7			
		8			
		9			
		10			
5.	Matchboxes	1			
		2			
		3			
		4			
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		23				
		24				
		25				
6.	Wax Polishes	1				
		2				
		3				
		4				
		5				
7.	Knife, Scissors	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
8.	Note Books	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
		11				
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9.	Hair Combs	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
		9				
		10				
10.	Candles	1				
		2				
		3				
		4				
		5				
		6				
		7				
		8				
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		11				
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		14				
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		16				
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		18				
		19				
		20				
11.	Bulbs/CFL/LED	1				
		2				
		3				
		4				
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		7				
		8				
		9				
		10				
		11				
		12				
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	12.	Mosquito Repellents	1				
			2				
			3				
			4				
			5				
			6				
			7				
			8				
			9				
			10				
