



REQUEST FOR PROPOSAL (RFP)

For the Selection of Agency for Management of Model FPS and
Delivery of Ration to the beneficiaries under PDS

For Government of Punjab

**Zone III: Faridkot, Ferozpur, Moga, Shri Muktsar Sahib, Bathinda
& Fazilka**

Reference number: **MFD/MFPS/2023-24/MT/N/Z3**

The Punjab State Co-operative Supply and Marketing Federation Ltd.
(MARKFED), Government of Punjab

Plot No.4, Dakshin Marg, Sector-35-B, Chandigarh-160022

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1 Disclaimer

The information contained in this Request for Proposal Document (hereinafter known as the “**RFP Document**”) or subsequently provided to Bidders (*which term is defined below*) in documentary form by or on behalf of The Punjab State Co-operative Supply and Marketing Federation Ltd. Government of Punjab (“**MARKFED**”) or any of their representatives, employees or advisors (collectively referred to as the “**Purchaser**”), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer. Further, this RFP Document is not an invitation by the Purchaser to any party other than the entities that are qualified to submit their proposal, whether in the form of an e-bid or otherwise (as may be required by the RFP Document), in response to it (“**Bid**” or “**e-Bid**”). The purpose of this RFP Document is to provide potential bidder(s) with information to assist in the formulation of their proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Purchaser to consider the investment objectives, financial situation and needs of each Bidder who reads or uses this RFP Document. Each bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The Purchaser makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

The information provided in this RFP Document to Bidder(s) is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document.

The issue of this RFP Document does not imply that the purchaser is bound to select a Bidder or to appoint the Successful Bidder(s), as the case may be, for empanelment or any other purpose. The Purchaser reserves the right to reject all or any of the Successful Bidder(s) or Bids without assigning any reason whatsoever. Further, the Purchaser is not bound to accept any or all the Bids, and also reserves the right to accept or reject any or all of the Bids received, without assigning any reasons for the same. No Bidder shall have any grievance or claim against the Purchaser or its officers, employees, successors or assignees for rejection of any Bids.

The Purchaser shall be entitled to assess and determine the *sufficiency* or *completeness* of the documentation furnished by a Bidder at its sole discretion, and where so deemed necessary by the Purchaser, seek additional clarification and/or information from any Bidder.

The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of its e-Bid including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by the purchaser or any other costs incurred in connection with or relating to its e-Bid. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the tendering process.

This RFP Document is being issued with no financial commitment and Purchaser reserves the right to withdraw the RFP Document and change or vary any part thereof or foreclose the same at any stage. No contract or like binding arrangement shall be deemed to have come into existence between the Purchaser and any Bidder pursuant to this RFP Document including pursuant to any submission from Bidder or any evaluation thereof by the Purchase.

2 Notice Inviting e-Bids

Government of Punjab

RFP Reference Number: MFD/MFPS/2023-24/MT/N/Z3

The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED), Govt. Of Punjab invites electronic bids for the Selection of Agency for the Management of Model Fair Price Shop and Delivery of Ration to beneficiaries under PDS for the Government of Punjab.

The closing date and time to submit the bids on state e-procurement portal i.e. <https://eproc.punjab.gov.in/> is 19/03/2024 at 11:00 AM.

Managing Director,

The Punjab State Co-operative Supply and Marketing Federation Ltd.

Government of Punjab

3 Document Control Sheet

| S.N. | Particular | Details |
|------|--|--|
| 1. | Date & time for the start of sale of RFP document | 11/03/2024 11:00 Hrs. |
| 2. | Date and time for pre-bid meeting | 14/03/2024 11:00 Hrs. |
| 3. | Last date and time for submission of bids | 20/03/2024 11:00 Hrs. |
| 4. | Corrigendum & Addendum | Any time before the opening of bid. The prospective bidders are advised to regularly check the specified websites for any corrigendum / addendums / clarifications regarding this RFP Document. |
| 5. | Date and time of opening of pre-qualification bids | 20/03/2024 12:00 Hrs. |
| 6. | Address for communication | The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED), Plot No.4, Dakshin Marg, Sector-35-B, Chandigarh-160022 |
| 7. | Cost of RFP document & mode of payment | Rs. 1,180/- (Rs. One Thousand One Hundred Eighty Only) + processing fee as mentioned on State e- procurement portal https://eproc.punjab.gov.in through online mode |
| 8. | Earnest Money Deposit (EMD) through online mode (refundable) | EMD is as follows: Rs. 40,00,000/- (Rs. Forty Lakhs only) to be paid on State e-Procurement portal https://eproc.punjab.gov.in through online mode. |
| 9. | Performance Security | The amount of performance security will be equivalent to 5% of the contract value. |
| 10. | Contact details | Name: Sanjeev Manaktala, Chief Manager Email: mfps@MARKFEDpunjab.com |
| 11. | Website for RFP reference | https://eproc.punjab.gov.in/ and https://MARKFEDpunjab.com/ |

Note: All corrigendum / addendums / clarifications regarding this RFP shall be posted on the above-mentioned websites only. No other communication or advertisement will be given.

HELP DESK

For any portal related technical queries, prospective bidders can call at 24x7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through e-mail at eproc@punjab.gov.in, supporteproc@nic.in

4 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP document and contract have the following meanings:

4.1 Abbreviations

| S. No. | Term | Description |
|--------|----------|-------------------------------------|
| 1. | AAY | Antyodaya Anna Yojana |
| 2. | CA | Chartered Accountant |
| 3. | EMD | Earnest Money Deposit |
| 4. | FPS | Fair Price Shops |
| 5. | FY | Financial Year |
| 6. | GCC | General Conditions of Contract |
| 7. | GoI | Government of India |
| 8. | GoP | Government of Punjab |
| 9. | GST | Goods and Services Tax |
| 10. | INR | Indian National Rupee |
| 11. | IT | Information Technology |
| 12. | ITB | Instruction to Bidders |
| 13. | LCS | Least Cost Selection |
| 14. | LD | Liquidated Damages |
| 15. | LDPE | Low Density Polyethylene |
| 16. | LoI | Letter of Intent |
| 17. | MFPS | Model Fair Price Shops |
| 18. | MT | Metric Tonnes |
| 19. | NFSA | National Food Security Act, 2013 |
| 20. | NIC | National Informatics Centre |
| 21. | O&M | Operations and Maintenance |
| 22. | PAN | Permanent Account Number |
| 23. | PBG | Performance Bank Guarantee |
| 24. | PDS | Public Distribution System |
| 25. | PH / PHH | Priority Household |
| 26. | POA | Power Of Attorney |
| 27. | POS | Point of Sale |
| 28. | PSU | Public Sector Undertaking |
| 29. | RFP | Request for Proposal |
| 30. | SLA | Service Level Agreement |
| 31. | TAT | Turn Around Time |
| 32. | TCV | Total Contract Value |
| 33. | TEC | Technical Evaluation Committee |
| 34. | TPDS | Targeted Public Distribution System |
| 35. | UT | Union Territory |
| 36. | WFA | Wheat Flour Atta by stone grinding |
| 37. | DV | Delivery Vehicle |

4.2 Definitions

- 4.2.1 “Atta” means Wheat Flour (Atta) produced by milling of wheat through stone grinding, conforming to the quality standards prescribed by FSSAI.
- 4.2.2 “Authority” refers to the Managing Director, The Punjab State Co-operative Supply and Marketing Federation Ltd. or MARKFED, Government of Punjab, and any person appointed by the Managing Director for the purposes of this RFP Document and / or the Project.
- 4.2.3 “Batch” means quantity of wheat/atta processed by the empaneled millers which is packed in different sizes of bags for distribution to beneficiaries by the MFPS.
- 4.2.4 “Bidder” means any agency/firm/company who submits a Bid, while competing with others, for providing services with respect to the specific requirements as defined in this RFP document.
- 4.2.5 “Bid” means proposal submitted by Bidders in response to this RFP Document issued by the Purchaser for the selection of an agency for the management of Model FPS’ and the delivery of ration to the beneficiaries under PDS for the Government of Punjab.
- 4.2.6 “Contract” refers to contract entered and signed by the Parties including all the attached documents listed in respective clauses of this RFP Document, annexures, corrigenda (if any), the Lol and the Performance Bank Guarantee.
- 4.2.7 “Day” means a calendar day.
- 4.2.8 “Department” means Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab.
- 4.2.9 “Delivery Vehicle (DV)” means the vehicle engaged by the Management Agency to deliver the Ration at nearest motorable delivery point of beneficiary.
- 4.2.10 “Distribution Day” shall mean the date on which the relevant ration is distributed to the beneficiaries.
- 4.2.11 “Distribution Month” shall mean the month in which the relevant ration is distributed to the beneficiaries.
- 4.2.12 “FPS Delivery Location” refers to delivery points in the FPS area allotted to the Agency to be served through Delivery Vehicles.
- 4.2.13 “Inter-departmental Committee” means the committee constituted by the Government of Punjab to make necessary decision related to this Project.
- 4.2.14 “Management Agency” or “Selected Agency” means the selected Bidder(s) engaged by the Authority pursuant to the tendering process described in this RFP Document, for the purpose of implementation of the Project.

- 4.2.15 “Master bag” means HDPE Milky white Woven Bags laminated from Inner side of 50kg capacity in which the packaged wheat and Atta shall be transported by Miller at designated MFPS
- 4.2.16 “Model Fair Price Shop” refers to the FPS, offering both NFSA and Non-NFSA commodities and having clean, hygienic and uniform infrastructure meeting the standards for storage and distribution for food commodities along with basic amenities, CCTV camera, ePoS machine and Computer etc.
- 4.2.17 “Purchaser” refers to “The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED), Government of Punjab”.
- 4.2.18 “Selected Agency” refers to the bidder selected for MFPS management and delivery for ration in the particular zone.
- 4.2.19 “Specification” means the document/standard that prescribes the requirement with which service has to conform.
- 4.2.20 “Tender Evaluation Committee” means the committee nominated by the purchaser for evaluation of technical and financial bids submitted against this RFP Document.
- 4.2.21 “Total Contract Value” means maximum value payable to the Management Agency which is agreed between the Purchaser and the Management Agency for the project.
- 4.2.22 “Week” means Designated time frame consisting of all seven days including public holidays (as declared by GoP), Saturday and Sunday.
- 4.2.23 “Zone” means the area or division (Zone I, Zone II, Zone III & Zone IV) of the state of Punjab for which the individual bids shall be invited and accepted. A single Zone is a combination of multiple districts of Punjab.

5 Introduction

5.1 Overview

Targeted Public Distribution System (“TPDS” or “PDS”) is a food security system, established by the Government of India under the Ministry of Consumer Affairs, Food and Public Distribution and managed jointly with the state/UT governments/administrations, to distribute highly subsidized food grains to the economically weaker sections of the society. Under the PDS the subsidized food grains (wheat and rice) and other essential commodities like sugar and salt are distributed through a network of FPS’ (also known as ration shops) established across the states/ UT governments.

The operations related to Targeted Public Distribution System in the State of Punjab is managed by the Department of Food Civil Supplies & Consumer Affairs, Government of Punjab. The primary policy objective of the Department is to ensure food security for the state through timely and efficient procurement and distribution of essential commodities. This involves procurement of essential commodities, building up and maintenance of food stocks, their storage, movement and delivery to the distributing agencies.

In Punjab, the beneficiaries are basically divided under 2 categories namely PH and AAY card holders. The key statistics of Punjab under various heads are as following:

| Ration Cards across the State | | |
|-------------------------------|--------------------------------|--------------|
| S. No. | Category | No. of Cards |
| 1. | Antyodaya Anna Yojana (AAY) | 98,947 |
| 2. | Priority Household (PH family) | 36,99,376 |
| Total | | 37,98,323 |

The Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab distributes Wheat to the intended beneficiaries every three months (Based on Monthly quota).

| Commodity Delivered & Distributed each month | | |
|--|-----------|--------------------|
| S. No. | Commodity | MT/month (approx.) |
| 1. | Wheat | 72,500 |

Note:- The figures in above Tables are indicative only, as addition/deletion of beneficiaries/cards is ongoing process under NFS Act-2013.

The NFSA beneficiary shall be at a liberty to opt for wheat or an equivalent weight of Atta, as per such beneficiary’s entitlement.

Wheat assigned for distribution to NFSA beneficiaries will be lifted from state warehouses and moved to the distribution point, i.e., Fair Price Shops (FPS) by transporters appointed by the department. The distribution of commodities in Punjab is managed by a network of approximately 18,000 licensed ration depots in Punjab which are appointed by the department in line with the Targeted Public Distribution System (TPDS) guidelines. Out of 18,000, approximately 12,000 are working and 6,000 FPS’ are lying vacant.

As per Section 12 of the National Food Security Act, 2013, Public institutions or public bodies such as panchayats, self help groups, cooperatives are required to be given preference in allotment of ration depots. MARKFED has proposed to run 800 ration depots in various parts of the state. In accordance with the principles of preference under the said act, the Department of Food Civil Supplies and Consumer Affairs has decided to allot these 800 Ration depots to MARKFED, being the apex cooperative society to establish Model Fair Price Shops (“MFPS”).

These MFPS’ will offer both NFSA and Non-NFSA commodities and have clean, hygienic and uniform infrastructure meeting the standards for storage and distribution for food commodities along with basic amenities, CCTV camera, ePoS and computer, etc.

The department further intends to cater some of the unallocated FPS locations, through these MFPS by providing delivery vehicles (“DV”), to deliver the ration to the nearest Motorable Point close to the beneficiary on monthly basis.

Through the proposed enhancements in the processes, the Department is also seeking to distribute packed Wheat /Atta instead of loose wheat to the beneficiaries procuring such wheat under the NFSA.

For the purpose of implementational ease, the entire state has been divided into 4 zones as mentioned below. The selection of agencies will be carried out for all 4 Zones.



- a. **Zone I:** Hoshiarpur, Kapurthala, SBS Nagar, Ludhiana and Jalandhar
- b. **Zone II:** Amritsar, Gurdaspur, Pathankot and Tarn Taran
- c. **Zone III:** Faridkot, Ferozepur, Moga, Shri Muktsar Sahib, Bathinda & Fazilka
- d. **Zone IV:** Fatehgarh Sahib, Malerkotla, Patiala, Sangrur, S.A.S Nagar, Roopnagar, Barnala & Mansa

In the first phase of scheme, distribution of packaged wheat/atta has been started from 627 Model Fair Price Shops and three Management agencies have already been Selected for the management of these Model FPS and delivery of Ration to the beneficiaries in the tender mentioned below.

| Sl. No. | Tender Detail | Ref. RFP | Total MFPS |
|---------|---|-----------------------------------|------------|
| 1. | RFP for the Selection of Agency for Management of Model FPS and Delivery of Ration to the beneficiaries under PDS for Government of Punjab for Zone 1, 2, 3 & 4 | MFD/MFPS/2023-24/MT/Z3 (Z1/Z2/Z4) | 627 |

Now, due to increased demand of packed Atta/Wheat from beneficiaries and due to portability, Markfed intends to increase the number of MFPS for distribution of ration (packed wheat and atta) to the new beneficiaries. For that purpose, this tender is inviting Agencies for the management of new MFPS and delivery of ration.

The selected agencies that were already been working under the tender i.e. MFD/MFPS/2023-24/MT/Z1 (Z2/Z3/Z4) **are not eligible** to bid in this RFP.

| Sl. No. | Zone Name | No. of Blocks | No. of New MFPS |
|----------|-----------------|---------------|-----------------|
| 1 | Zone I | 45 | 60 |
| 2 | Zone II | 33 | 33 |
| 3 | Zone III | 32 | 35 |
| 4 | Zone IV | 43 | 45 |
| | | 153 | 173 |

This RFP Document only pertains to the selection of an agency for Zone III, which includes the district of Faridkot, Ferozepur, Moga, Shri Muktsar Sahib, Bathinda & Fazilka.

As per the Council of Minister, Markfed may assign any of its rights and obligations under this RFP documents and the subsequent service agreement to be entered into to any of the Punjab state government Agency/Authority.

On Government of Punjab directions, the quantity of packaged Wheat and Atta will be required in the ratio of 60:40, which may be reviewed subsequently, based on the need, demand and as per the instruction of Government of Punjab.

This means about 40% of the wheat will be processed into Atta and remaining will be packaged as wheat. For an assumed total NFSA wheat distribution quantity of about 72,500 MT/ month if 25% quantity is distributed through MFPS, the quantity of packaged wheat and atta required to be delivered will be 18,125 MT per month.

The indicative number of Purchaser's MFPS' in the state is 800. Therefore, $18,125/800 = 22.66$ MT~ 23 MT of delivery from each MFPS may be assumed. This quantity derived per MFPS is indicative & likely to change.

As the number of MFPS changes in the zone the total quantity required to be delivered may also vary accordingly."

5.2 Overview of The Punjab State Co-operative Supply and Marketing Federation Ltd. (MARKFED)

The Punjab State Co-operative Supply and Marketing Federation Ltd. also known as "MARKFED" was registered in 1954 committed to the service of the farmer community of the state of Punjab. MARKFED, being a state government procuring agency is engaged in the procurement of agricultural produce. It procures wheat, paddy and moong on behalf of the GoP/ GoI through the Food Corporation of India / National Agricultural Cooperative Marketing Federation of India as part of Minimum Support Price (MSP) policy / Price Support Scheme.

The main objectives of MARKFED are:

1. Procurement of food grain from farmers under MSP schemes for central pool.
2. Distribution of agriculture products, fertilizers, agrochemicals, seeds through cooperative network and through private distributors.
3. Processing and marketing of agriculture produce of farmers in a scientific manner in the most technologically advance plants.
4. Production and marketing of edible and non-edible products in Punjab and neighboring states.
5. To supply consumer goods to the public at reasonable rates through its stores.

MARKFED, being an Apex Cooperative Society, has been entrusted with the responsibility to establish Model Fair Price Shops (MFPS) across the state according to the framework decided by the Department of Food Civil Supplies and Consumer Affairs. To implement the same, MARKFED is looking to engage qualified agencies to assist in carrying out the following activities:

1. Providing manpower for operations and management of MFPS
2. Sales and distribution of NFSA commodities along with essential Non-NFSA commodities
3. Delivery of NFSA/Non- NFSA commodities to selected/unallotted FPS locations
4. Revenue sharing model for Non-NFSA stocks shall be developed with the selected agency in due course.

Collectively, the activities described above, along with any activities incidental or ancillary thereto (or otherwise necessary for carrying out the aforementioned activities), and as maybe otherwise detailed in the bid documents shall be referred to as the “**Project**”.

6 Scope of Work

The Punjab government has decided to realign PDS commodity distribution, wherein Atta instead of only wheat will be delivered to NFSA beneficiaries of Punjab. The beneficiaries will have the option to select between wheat and Atta. Also, the Punjab government has decided to establish and manage the Model Fair Price Shops (MFPS) for distribution of NFSA ration in Punjab with the assistance of competent agencies who have the relevant experience.

The selected agency is expected to manage end-to-end operations at all Model Fair Price Shops for the allocated zone including, providing manpower, managing operations, and distribution of ration through DV's to the beneficiaries.

To start with the scope of services of this RFP Document, the Purchaser has divided the obligations with the Selected Agency as detailed under this Clause 6 of this RFP Document, and as to be further detailed in the contract to be entered into with the Selected Agency.

The detailed scope of work covers the following activities:

6.1 Deploying of qualified resources for execution of the assignment:

6.1.1 Details of the personnel/ resources to be deployed:

- a. The Management Agency is expected to deploy the following resources at the designated MFPS' in the allotted Zone:
 - **One “District Supervisor” at each District:** to supervise operations at all MFPS in the respective district including storage, sales, distribution, reporting, collection and depositing of money in the Purchaser’s account, promotional activities and other tasks as assigned by Purchaser. The District Supervisor will also work as the master trainer for training the resources deployed by the agency in operating the ePOS machine and other operations.
 - **One “MFPS Salesperson” at each MFPS:** to execute all activities at the Model FPS, maintain records or stock received, sales, distribution and balance stock, operating ePOS, collection, accounting of money and deposit in the purchaser’s account, sales & marketing for non-NFSA commodities, promotional activities, reconciling of stocks and other tasks as assigned by the Purchaser.
- b. The qualifications and experience required for these resources is mentioned below,

| Sr. No | Name of employee | Education | Experience |
|--------|---------------------------------|---------------------------|--|
| 1 | District Supervisor | Graduate/ Postgraduate | Min. 5 years of experience in similar line of works with computer knowledge and proficiency in local language. |
| 2. | MFPS Supervisor/ Salesperson | Graduate | Min. 2 years of experience in similar line of works with computer knowledge and proficiency in local language. |

- c. The Management Agency will be obliged to, and be solely responsible for: arranging computers, printers, UPS’ (uninterrupted power supply systems), and internet connectivity and consumables for day-to-day operations of MFPS’. The Management Agency shall also be required to pay monthly electricity bills based on their consumption and shall take care of minor repair required at the MFPS’.

6.1.2 Responsibility of the Agency regarding the deployed Resources:

- a. The Management Agency will be handed over Model FPS with Branding, Fixtures and Furniture, Electricals, CCTV and ePOS from Food Dept. etc. (subject to the provisions of Clause 6.1.1(c)). It is the responsibility of the Management Agency to keep this infrastructure upright and in usable condition throughout the Contract period. Department of food will provide the one ePoS machine at each MFPS location/ 800 ration cards, in case of any delay in delivery of these machines by department then management agency shall purchase the ePoS on departments directions and get the reimbursement of expenses as per the government discovered rates.
In case of any additional ePoS machines are required to be purchased afterwards, management agency shall buy at their own expenses.
- b. The Management Agency should be solely responsible for management of resources to run operations at MFPS and distribute NFSA commodities to all the beneficiaries. The Agency will be responsible for hiring quality resources with relevant qualifications as necessary to operate

the MFPS and its equipment, provide the services thereat, maintaining payroll and making the payment directly to the deployed resources.

- c. The transportation, food, medical, accommodation, insurance, PF and other statutory requirements and compliances in respect of each personnel of the service provider will be the responsibility of the service provider. Further any personnel or resources deployed / engaged by the Management Agency shall not claim any absorption at any cadre in Purchaser or any other Government Organization or Department, based on this assignment, or be entitled to make any claims, including towards any remuneration or otherwise against them. Such personnel shall not, for any purpose (legal or otherwise), be considered employees or contractors of the Purchaser, the GoP or the GoI.
- d. The character and antecedents of personnel of the personnel engaged and any persons contracted will be verified by the Selected Agency before their deployment and a certification to this effect shall be submitted by the Management Agency to the Purchaser. The full particulars of the personnel to be deployed by the agency including their names and addresses shall be furnished to the Purchaser before they are actually deployed for the implementation of the Project.
- e. The Management Agency shall provide the photo identity cards to the personnel employed / contracted (or otherwise engaged), to be worn by such personnel at all times when they are in the MFPS premises, during the distribution of NFSA products, or any other activity related to the Project. These cards are to be constantly displayed & their loss are to be reported immediately.
- f. The Management Agency must ensure that the personnel deployed for the implementation of the Project are wearing appropriate t-shirts/dresses at all the times during working hours. On the t-shirts/dresses, the full name of the delivery agent should be mentioned along with the approved monogram for which the design shall be provided by the Purchaser.
- g. The personnel deployed by the Management Agency for the purposes of the Project should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good-will and enhance the image of the Project and the Purchaser. The Management Agency shall be responsible for any act of indiscipline on the part of persons deployed by him / her. The Management Agency shall ensure proper conduct of these persons at all times when carrying out the Project.
- h. In case the personnel engaged by the Management Agency commit any act, or omit to do anything, where such commission or omission constitutes misconduct or indiscipline, or any breach of applicable laws, negligence, fraud or misrepresentation in the performance of their duties, the Management Agency shall be liable and responsible to take disciplinary action against the personnel / staff, including suspension, dismissal from service, removal from MFPS/FPS premise or police prosecution.
- i. Purchaser reserves the right to ask for replacement of a particular personnel employed by the Management Agency. The Management Agency shall provide a substitute immediately upon receiving written notice from the Purchaser, if any of the personnel is unacceptable to Purchaser because of security risk, incompetence, conflict of interest, improper conduct, or

any breach of applicable laws, negligence, fraud or misrepresentation in the performance of their duties, or any other reason.

- j. If the Management Agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Purchaser, and may only be done subject to the replacement meeting the relevant qualification criteria applicable to the so replaced personnel. Any replacement of personnel shall be carried out at the Management Agency's own cost.

6.2 Managing end-to-end operations at Model Fair Price Shops:

6.2.1 Receiving of stock of NFSA and non-NFSA commodities:

- a. The Management Agency shall provide the requisite labourers, and equipment at its own cost, for unloading and stacking of goods at the MFPS storage points. Operational hours of the store shall be in accordance with NFSA or as directed by the department of Food Civil Supplies and Consumer Affairs Punjab Government and may change from time to time.
- b. The MFPS Salesperson appointed by the Management Agency in accordance with Clause 6.1.1(a) of this RFP Document is responsible for checking the quality and quantity of goods received at the MFPS. Such MFPS Salesperson shall check that the commodities received are in proper condition, and none of the bags are torn or open and the bag or the commodities inside are in proper shape. They should also check the manufacturing and shelf life labeled on the NFSA ration.
- c. In case, the Management Agency, at the time of receiving of goods finds out that: (i) any packaging is torn or damages, or the contents have received damage in transit to the MFPS (ii) the content of the bag(s) are spoiled or of inferior quality; (iii) or there is a mismatch in the quantity specified in delivery challan and the weighment receipt, the Selected Agency should immediately inform and raise a grievance to Purchaser's official(s), promptly and record the same at the point of receipt. If any beneficiary, raises any grievance, it shall be redressed as per the Punjab Food Security Rules, 2016, made under the National Food Security Act (NFSA), 2013. Department of Food or Purchaser shall not be held responsible for any replacement on account of bad quality/loss of weight of goods after receipt of same by the agency.
- d. In case, the Management Agency doesn't receive the NFSA ration timely and that is causing delay in the delivery of NFSA ration to the NFSA beneficiaries, the Management Agency shall immediately escalate the matter to the Purchaser. Otherwise for any other reasons of delay in distribution of NFSA ration to beneficiaries, the Management Agency will be held responsible, and liquidated damages (LD) would be levied as mentioned in Clause 10 of this RFP Document.
- e. Once the quantity is verified, the MFPS Salesperson on behalf of the Management Agency shall provide the acknowledgement of the delivery challan on the technology solution provided by the department at the time of receiving. After the acknowledgement/confirmation of the delivery challan is provided, the responsibility of the goods shall entirely rest with the Management Agency only. The Purchaser shall not be held responsible for any replacement on account of bad quality/loss of weight of wheat/Atta after the same has been received from the miller by the Management Agency.
- f. In case of any leakages/theft/loss/diversion/damage/deterioration/expiry or any other related losses of commodities thereafter, it shall be the responsibility of the respective Marketing Agency to make good for the loss. However, in the case where the sample of entire

batch (or substantively the entire batch) loaded fails and it needs to be recalled, the Management Agency should

raise this to the Purchaser to evaluate the responsibility of the miller to bear the cost.

- g. Other items which are not approved by Purchaser should not be received, stored or sold neither in the MFPS premises nor in the DV's designated for the Project.

6.2.2 Storage of the commodities:

- a. The Management Agency shall store NFSA and non-NFSA commodities separately at their designated storage point in such a manner that the master bags can be counted easily. The Model FPS structure would be handed over to management agency. If storage space available is sufficient, that can be used by management agency. In case of any additional storage space requirement, management agency shall submit a request to MARKFED for setting up storage space. After due consideration MARKFED will approve and then only management agency can set up additional storage space at their cost.
- b. The Management Agency shall ensure that storage space is covered and scientifically maintained to ensure no loss of goods due to weather conditions, and that the ration is protected from water seepage, infestation, rodents etc. The detailed storage guidelines as prescribed FSSAI and mentioned in Annexure 12.10 should be followed.
- c. The storage of products that are not approved by Purchaser in these storage facilities is not allowed. The same may attract LD in case of any violation as specified in Clause 10.
- d. The Management agency shall ensure the availability of CCTV recordings for at least past 60 days at any point of time for all the MFPS in their allocated Zone. The live streaming to be shared to Purchaser at the Purchaser's portal and any other platform as may be decided by Purchaser.
- e. The Management Agency shall maintain records of the quantity of NFSA commodities received, distributed and the balance stock in the technology solution provided by the Department.
- f. The Management Agency should provide 24*7 access to the Purchaser and the team/officials/agency authorized by Purchaser for carrying out surprise inspection/verification of the inventory or to carry out compliance check of MFPS/storage point/delivery units.
- g. The Management Agency shall take proper precautions to ensure zero loss of packets or contents of the packets. Any loss of NFSA goods shall be the sole responsibility of the Selected Agency. Proper procedures for transportation and storage during transportation shall be laid and followed so that there is no loss in terms of quantity, quality or shelf life of the commodity.

6.2.3 Distribution of NFSA commodities:

- a. The Management Agency shall keep the MFPS open as per applicable laws. The Management Agency is expected to deploy resources accordingly, and ensure due compliance with applicable laws.
- b. The Management Agency shall ensure installation and commissioning of ePOS devices provided by the Purchaser at the MFPS for the distribution of ration at MFPS. The Management Agency shall create a detailed understanding of PDS operations in the state, in the form of written guidelines, and provide requisite training to its personnel for operating of ePOS devices and smoothly running of other operations in relation to the Project.
- c. The Management Agency shall receive the following details/ data from the Purchaser:

- Monthly allocation order (district/block/village wise ration card details along with the monthly entitlement under NFSA as per allocation policy) for the districts/areas falling under the Zone allocated to the Management Agency.
 - Delivery schedule towards the delivery of NFSA ration latest by 15th of every month for distribution in the next month (ex: if the Distribution Month is Oct-2023 then the Management Agency will receive the allocation and the delivery schedule pertaining to the delivery of NFSA ratio latest by 15th of September 2023).
 - Ration card master data from the Purchaser which will contain the details of NFSA beneficiaries such as ration card holder family details, address, phone number, category etc. which shall be required by the Management Agency for distribution of ration.
- d. The Management Agency must acknowledge the receipt of allocation and delivery schedule in the form of email/letter/in the technology solution to Purchaser and shall also be required to go through the ration card master data to check discrepancies. In case of any delay in receiving of allocation order/delivery schedule, discrepancies in ration card master data, the Management Agency must immediately reach out to the Purchaser.
- e. Based on the allocation order and delivery schedule received from the Purchaser, the Management Agency shall start planning for other activities like planning and scheduling of DV's to the NFSA beneficiaries and share the monthly plan with the Purchaser before 25th of every Distribution Month (If Distribution Month is April, 2022 then the Management Agency shall share the monthly plan on or before 25th of March, 2022).
- f. All the stock required for distribution are to be stored in the storage point near MFPS from where further distribution need to be conducted. It is the responsibility of the Management Agency to distribute ration to the beneficiaries in the allotted Zone through MFPS and through DV's at the delivery locations assigned by the Purchaser.
- g. Issuance of ePOD (electronic proof of delivery) and ePoF (electronic proof of failure):
- i. The Selected agency shall generate e- Proof of delivery (ePoD) slip from the ePOS machine and handover to the beneficiary after carrying out successful transaction of the beneficiary using biometric authentication through POS device.
 - ii. In case of delivery failure due to non-availability of beneficiaries or missing Aadhaar number or biometric failure, the delivery agent should capture reason for failure in the technology solution to be provided by the Purchaser.
 - iii. The Management Agency must ensure that delivery failures due to lack of Aadhaar number or biometric authentication failure should be brought to the notice of Purchaser to ensure alternate mode of delivery shall be planned for such households.
 - iv. Delivery of failed attempts shall be the responsibility of the Management Agency and it should be properly planned and executed through proper communication with the beneficiaries. In case of consecutive failure of 2 times of delivery, the Management Agency may record the same in the technology solution/ in his track register and inform the same to the Purchaser.

6.2.4 Sales and Distribution of non-NFSA commodities:

- a. In addition to the NFSA ration, the Management Agency shall also manage the end-to-end retail operations for non-NFSA items, including storage, display, promotion, invoicing, collection of payment, maintaining of records, etc.

- b. The Management Agency shall develop SOPs for services and operations, quality management, invoicing, payment collection, data collection and reporting formats etc. and must provide training to its personnel regarding the same.

6.2.5 Collection of money:

- a. As per the directions of Government of India, supply of wheat under NFSA is totally free to the beneficiaries till 31st December 2023. However, the payment collections for the NFSA Wheat / Atta after that period, shall be as per the notifications issued by GOI and the Department of Food, Punjab and other applicable law requirements.
- b. Upon successful delivery to beneficiaries, the delivery agent shall collect the requisite payment, if any, from the beneficiary in **cash/digital** mode in lieu of the delivered ration. The Management agency must ensure that the delivery agent collects amount as prescribed by the Purchaser. Any amount collected over and above the amount specified by the Purchaser shall result into termination of contract and legal action against the Management Agency.
- c. The Management Agency shall submit a daily collection and reconciliation report to Purchaser on the total payments collected from the beneficiaries at the end of the Distribution Day or latest within T+1 working day where T is the Distribution Day. The Purchaser shall have the right to audit (either directly or through appropriate third parties) all such reports, and if required the Management Agency shall provide appropriate clarification to the Purchaser for any discrepancy.
- d. The Management Agency shall deposit the total amount of money collected each day from the beneficiaries on the next working day in the account designated by the Purchaser for this purpose ("**Purchaser Account**"). The bank details in relation to the Purchaser Account shall be shared with the Management Agency at the time of signing of contract. (For ex, if delivery is done and total amount of money collected from beneficiaries on day 'T', then Selected agency would deposit the same collected money on day 'T+1'. If 'T+1' is Sunday or a Govt/National/Bank holiday, Selected agency would deposit the same on day 'T+2' to Purchaser Account). Any delay in this regard shall attract LD as mentioned in Clause 10.1. In addition to the LD's levied in accordance with Clause 10.1., in case the Management Agency fails to deposit the amount within stipulated time, the same shall be deducted including a compound annual interest rate of 12% from their payments which are due.
- e. A daily report on the transactions completed, payments collected from the beneficiaries, quantity delivered, failed deliveries, authentication failure, any other significant development shall be submitted by the Management Agency on the technology solution/as prescribed by the Purchaser.
- f. The Management Agency is not allowed to collect the amount from the NFSA beneficiaries in their personal bank account through any of the digital modes/wallets such as BHIM, BharatPe, Paytm, Google Pay etc.
- g. The Management Agency shall arrange for the insurance of the payments collected from the beneficiaries to make up for unavoidable circumstances like accident of delivery agents, theft etc. Purchaser shall not be responsible for any such cases.

6.3 Transportation and distribution of ration to NFSA beneficiaries:

The Management Agency is expected to deliver the ration to NFSA beneficiaries. The empaneled Management Agency shall be responsible for the entire delivery operations in

allocated Zone(s) and MFPS(s) within. The management agency shall accept any changes in the distribution mechanism as per NFSA from time to time during the currency of the contract.

Due to unforeseen circumstances, if operations through delivery vehicles disrupted (as notified by Government of Punjab) within that Zone(s) then agency shall be allowed to carry out operations at the MFPS level only. Further bidder has to calculate the number of vehicles required for the smooth operations of delivery of ration to the beneficiaries.

6.3.1 Arrangement and Management of Transportation Vehicles:

- a. The Management Agency shall be responsible for arrangement and management of NFSA ration transport vehicles for the purpose of delivery of ration to the beneficiaries at their location. These vehicles will be referred as distribution vehicles (DV's).
- b. The Management Agency shall ensure adequate number of DV's considering the number of households to be catered and shall inform the Purchaser about the number of DV's to be deployed in a particular Zone/ District and under a particular MFPS. The Management Agency shall identify the areas to be served by DV's.
- c. The Management Agency can consider the type of DV for carrying out the deliveries so that the operations can be done smoothly and in efficient manner and having regard to the location of the beneficiaries. The DV's shall be kept clean and hygienic in order to avoid any kind of damage/degrading of the NFSA ration and ensure highest quality standards. No other material, other than NFSA/Non- NFSA ration as prescribed by Purchaser shall be transported in these vehicles.
- d. The Management Agency shall ensure requisite manpower required for driving the DV along with all the other operations associated with the delivery of NFSA ration.
- e. The DVs shall be operational throughout the week on all days including public holidays declared by Government of Punjab or Government of India. The time of operations may vary depending upon the orders from the Purchaser/ Department of Food.
- f. The Management Agency shall ensure installation and commissioning of ePOS devices provided by the Purchaser in the DV's for the purpose of delivery of ration to beneficiaries.
- g. The Management Agency shall have Public Address System at their own cost to enable the Delivery Agent to guide the NFSA beneficiaries as and when required during the delivery of ration to NFSA beneficiaries.
- h. The Management Agency shall ensure installation of CCTV camera and GPS at their own cost in the DVs which shall be used to record the transaction and for tracking of the vehicles during transportation and distribution of ration to the end beneficiary. The Management Agency must keep the CCTV recording and GPS data for the last 60 days at any point of time. The access of live streaming of CCTV and GPS feed is to be shared by the Management Agency with the Purchaser. The network connectivity for CCTV and GPS in the DVs shall be the responsibility of the Management Agency.
- i. The Management Agency shall ensure availability of all the required tools/equipment in the transportation vehicle to carry smooth and quality delivery operations.
- j. The Selected Agency shall ensure that the DV's being used for the purpose of delivery of ration to the NFSA beneficiaries are 'Themed Vehicles' i.e., the transport vehicles shall carry flex as per the specifications and design as provided by the Purchaser, from time to time, to the Management Agency.

- k. The following information is required to be displayed on the DVs during the delivery of the NFSA ration for the benefit of beneficiaries:
- i. License No./Name of the MFPS (details will be provided by Purchaser to the Management Agency)
 - ii. Stock of foodgrains as on date
 - iii. Closing stock and opening stock of foodgrains
 - iv. Rates of NFSA commodities
 - v. Entitlement of beneficiaries

Note: The above mentioned list is indicative in nature and can be changed at the discretion of the Purchaser/Department.

- l. The Management Agency shall ensure that the DV's assigned for delivery of ration has all the valid documents such as Motor Insurance, Registration Certificate, Pollution Certificate etc.
- m. The Management Agency should ensure that the driver driving the vehicle should carry the necessary valid license, failure to which shall lead to the imposition of LD as specified in Clause 10. In case of any challan of the vehicle (or any other such legal penalties levied on either the vehicle or the driver), the Purchaser shall not be responsible.
- n. The transportation vehicles being used for delivery of ration to the NFSA beneficiaries shall adhere to all the provisions of the Motor Vehicle Act, 1988 and amendments thereof. The responsibility of wear and tear of, or any other damage caused to, the transportation vehicles (including the DV's) lies with the Management Agency only. The Management Agency must ensure timely service of these transportation vehicles.
- o. The Purchaser may, at any time carry out an inspection check of the transportation vehicles being used for delivery of Ration to the NFSA beneficiaries. During the inspection the manpower deployed with the vehicles shall cooperate with the inspection team of the Purchaser.
- p. The responsibility shall lie with the Management Agency in case of any damage to goods, personnel, technology devices installed in the transport vehicle being used for the purpose of delivery of ration till the time they are distributed to the beneficiaries and may be deducted from the next payment of the performance security of the Management Agency.
- q. In case of any accident at any point of time, it shall be the responsibility of the Management Agency to bear all the loss/expenses for the same, including, without limitation, the amount of NFSA ration loaded in the vehicle.
- r. Any damage caused to the reputation of the Purchaser or the Government of Punjab due to any mismanagement or any action of the Management Agency or its subcontractors directly or indirectly, during transportation, execution of the Project, during the distribution of ration or any other time shall attract LD as per the SLA section (clause 10) of this RFP Document.
- s. The Management Agency shall be required to submit daily status of delivered NFSA ration or that are undelivered for a particular day on the technology solution provided by the purchaser (as the case may be).
- t. It shall be the sole responsibility of the Management Agency to bear the charges for fuel, manpower to be deployed, insurance, wear and tear of vehicle/technology components like CCTV, GPS, weighing scale etc., tools/equipment to be deployed in the transportation vehicles or any other cost as may be incurred during the transportation or delivery operations of ration to the NFSA beneficiaries.

6.3.2 Planning and Scheduling of Delivery Operations:

- a. Delivery of NFSA ration shall start from 1st of every Distribution Month and the Management Agency must ensure that the delivery of packed NFSA ration is complete by 25th of the Distribution Month. Only failure deliveries (i.e., deliveries for which an attempt to deliver has been made by the agents of the Management Agency) shall be allowed after 25th of Distribution Month till the last day of the Distribution Month. Failure what-so-ever to stick to the shared plan shall attract LD which would be deducted from the final settlement due to the Management Agency (pursuant to the subsequent invoice) by the Purchaser. Anticipation of any obstructions in the Delivery Plan (*as defined below*) shall be brought to the notice of the Purchaser within reasonable time.
- b. The Management Agency based on the allocation order received shall be required to carry out necessary planning and schedule of deliveries to the beneficiaries. Management agency is expected to collect the contact information and Geo-references of each beneficiary household in allotted zone for efficient communication and planning of distribution.
- c. The Management Agency shall plan and schedule deliveries to the beneficiaries as per the pre-approved distribution plan. The detailed planning covering number of households to be covered and quantity to be delivered during each of the distribution phase(s) shall be shared in advance with the Purchaser. Any change in the distribution shall be sent to the Purchaser for their written approval. The distribution plan devised in accordance with this Clause 6.3.2(c) of this RFP shall be the “**Delivery Plan**”. Any deviations to the Delivery Plan without prior written approval of the purchaser shall attract liquidated damages as mentioned in Clause 10.1.
- d. The Management Agency shall be required to plan and schedule deliveries in advance in consultation with the purchaser. The technology solution provided by the Department shall be used for the purpose of sending SMS at the registered mobile number of beneficiaries informing them about the delivery schedules. Cost of sending SMS shall be borne by the Department of food.
- e. The Management Agency shall be required to send SMS to the head of the family/eldest family member at his/her registered mobile number as per the following:
 - i. SMS informing the date of scheduled Delivery – This SMS will be used for sharing information pertaining to date of delivery of packaged WFA / wheat to the beneficiary. This SMS shall be shared with the beneficiary 3 days in advance to the actual date of delivery. In case of failure of SMS delivery to the head of the family, the SMS shall be sent to the eldest member of the family, then the next eldest, and so on.
 - ii. SMS informing the details of the delivery agent who will be carrying out the delivery of NFSA ration – This SMS will be used for sharing the name and mobile number of the delivery agent who shall be responsible for carrying out delivery of WFA / wheat bag. This SMS shall be sent to the beneficiary 1 day in advance to the actual date of delivery to the beneficiaries.

6.4 Regular Reporting:

In order to enable effective monitoring of the implementation of PDS Zone, the Management Agency shall be responsible for periodically submitting following reports (but not limited to) on the technology solution provided by the Purchaser:

- a. Daily MFPS wise report for the entire zone on stock receipt, distribution and closing balance (stock available with the delivery agency).
- a. Status update report on delivery schedule
- b. Entries with respect to delivery failure case(s) due to lack of Aadhar number or biometric authentication failure.
- c. Any other report as agreed between Purchaser and the Management Agency from time to time.

The Purchaser reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.

7 Eligibility / pre-qualification- cum- Technical Qualification criteria

The evaluation of Bidders shall be carried out by the Committee as per the pre-qualification / eligibility criteria-cum-technical Qualification defined in this RFP Document. Bids of the Bidders, who don't meet the required pre- qualification/eligibility-cum-technical qualification criteria mentioned in this RFP shall be treated as non-responsive and shall not be considered further. The eligibility criteria are given as below:-

| S. No. | Eligibility Criteria | Supporting documents |
|--------|--|---|
| 1 | <p>The Bidder should be either:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 OR • A sole proprietorship firm OR • Joint Venture governed by India Partnership Act 1932 (Joint Venture between maximum of 2 partners is allowed) OR • A consortium consisting of maximum 2 (two) legal persons, provided no member of the consortium is itself a joint venture comprising 2 (two) or more members or is a member of any other bidding consortium. • Registered Cooperative Society <p>Note: In case of Consortium/Joint Venture it shall be applicable for all members of the Consortium/Joint Venture</p> | <p>Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, Registration Certificate of Cooperative Society etc.</p> <p>Note: In case of a Joint Venture / Consortium, a copy of Memorandum of Understanding (MoU) executed by the Consortium/JV members along with the complete details of the members of the Consortium/JV firm, roles and responsibilities, financial division, contractual obligations, their technical expertise etc., and committing to joint and several liability of all consortium members.</p> |

| S. No. | Eligibility Criteria | Supporting documents |
|--------|---|---|
| 2 | <p>The Bidder should have directly engaged at least 250 individual persons, (on payroll/contractual/outsourced basis), out of which a minimum of 100 shall be employees of the Bidder and on the Bidder's payroll.</p> <p>Annexure 12.2</p> <p>Note: Shall be applicable for any one of the member of the Consortium/Joint Venture in case of Consortium/Joint Venture</p> | <p>Self-Certification by the Authorized signatory with relevant documentary proof.</p> <p>Annexure 12.2</p> |
| 3 | <p>The Bidder must have successfully completed at least 3,00,000 delivery/ month pertaining to product/ commodities /food items /consumer goods /couriers / logistics services /similar nature of operations running for at least consecutive 6 months in the last 3 financial years prior to the Date of Publishing of this RFP as per the date mention in the Document Control Sheet.</p> <p>Note: Shall be applicable for any one of the member of the Consortium/Joint Venture in case of Consortium/Joint Venture</p> | <p>Completion Certificates from client &</p> <p>Self-Certification by the Authorized signatory with relevant documentary proof.</p> <p>Annexure 12.3</p> <p>Note: In case of an ongoing project, bidder has to submit the satisfactory client certificate mentioning the number of deliveries.</p> |
| 4 | <p>The bidder should have experience of retail management/food chain stores/ distribution of food items at large scale/ catering & hospitality /commodities/ food items/ consumer goods /logistics services /courier services /transport services/ Manpower agencies having experience in providing manpower support to e-commerce companies (Flipkart, Amazon etc.).</p> <p>Note: Shall be applicable for any one of the member of the Consortium/Joint Venture in case of Consortium/Joint Venture.</p> | <p>Self-Certification by the Authorized signatory with relevant documentary proof of services.</p> |
| 5 | <p>The Bidder should have a minimum annual average turnover of Rs. 50 Crore (Rupees fifty crore only) from similar works for the last three Financial Years (FY 20-21, FY 21-22, FY 22-23) to be eligible.</p> <p>Note: Shall be applicable for Lead Consortium/Joint Venture Member in case of Consortium/Joint Venture</p> | <ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from Chartered Accountant clearly certifying the compliance with the turnover requirements |

| S. No. | Eligibility Criteria | Supporting documents |
|--------|--|--|
| 6 | <p>The Bidder should have positive net worth and should be a profit-making company for each of the last three audited financial years for which average annual turnover shall be evaluated.</p> <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p> | Certificate duly signed by Chartered Accountant confirming the net-worth of the Bidder. |
| 7 | The Bidder must ensure to deposit the RFP document fees and EMD | Receipt of deposit. |
| 8 | The Bidder should have a local office located in Chandigarh or Punjab. | Authorization letter with office address or a declaration by Authorized Signatory to open local office within 30 days of issuance of Lol. |
| 9 | FSSAI License / Certifications hygiene, sanitation and safety standards should be as per the norms set by FSSAI. | <p>Copy of complete FSSAI license with active validity including the capacity and category for which the license is issued.</p> <p>In case of non-availability of FSSAI license, application receipt of the FSSAI license before the bid submission date shall suffice, subject to the submission of the FSSAI license before the signing of contract.</p> |
| 10 | The Bidder should have valid GST registration certificate and PAN in the name of bidder. | Self-certified copy of GST and PAN certificate |
| 11 | <p>The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the bid on their behalf.</p> <p>For Joint Venture / Consortium between not more than two companies for the purpose of bidding shall be duly authorized and to be executed on Non – judicial stamp paper.</p> | <p>Authorization letter, Format attached at Annexure 12.4</p> <p>Joint Venture / Consortium, Format attached at Annexure 12.5</p> |
| 12 | Scanned copy of this RFP Document, corrigenda (if any), clarification issued by Purchaser, duly signed and stamped on each page by the | Signed and stamped copy of the RFP by the authorized signatory. |

| S. No. | Eligibility Criteria | Supporting documents |
|--------|--|---|
| | authorized signatory of the Bidder as a mark of acceptance of all conditions of this RFP. | |
| 13 | <p>The Bidder shall submit the undertaking that the Bidder:-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any state government / central government. / board, corporations and government societies / PSU for any reason.</p> <p>b. Has not ever been insolvent, in receivership, bankrupt or in the process of being wound up, not have had its affairs administered by court or judicial officer, not have had its business activities suspended and must not presently be, or in the past have been, the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p> <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p> | Self-declaration as per Format attached at Annexure 12.6 |

Note: All the above-mentioned documents must be scanned and uploaded on the State e-procurement portal only i.e. eproc.punjab.gov.in.

The management agencies that were already been selected in the previous tender i.e. MFD/MFPS/2023-24/MT/Z3 (Z1/Z2/Z4) are not eligible to bid in this RFP.

8 Bid Related Details and Evaluation

8.1 Preparation of bid

- 8.1.1 The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices, and other information along with all terms and conditions and other formats of the tender process. Failure to furnish all the necessary information as required by this RFP Document or submission of a Bid not substantially responsive to all the requirements of this RFP Document shall be at Bidder's own risk and may be liable for rejection.
- 8.1.2 Once the Bid is submitted, it will be presumed that the Bidder has seen and understood the quantum of work to be done.
- 8.1.3 The Bid(s) shall be uploaded on the <https://eproc.punjab.gov.in> website by the Bidder(s) or duly authorized person(s) to submit the Bid and bind the said Bidder(s) to the Contract, in the event they are selected.
- 8.1.4 The Bidder(s) shall be responsible for all costs incurred in connection with participation in the tender process.
- 8.1.5 The Bid(s) submitted by fax/ e-mail/ envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
- 8.1.6 All correspondences between the Bidder and Purchaser shall be written in the English language.
- 8.1.7 All information supplied by bidders shall be treated as contractually binding on the Bidders on successful award of the assignment by Purchaser on the basis of this RFP Document.
- 8.1.8 Failure to comply with the below requirements shall lead to the bid rejection:
- a) Comply with all requirements as set out within this RFP Document.
 - b) Submission of the forms and other particulars as specified in this Document and respond to each element in the order as set out in this RFP Document.
 - c) Submission of all supporting documentations specified in this RFP Document, corrigenda or any addenda issued.
 - d) Bidder shall ensure strict compliance to the qualification criteria set in place by the Purchaser.

8.2 Validity of bids

- 8.2.1 Bids shall remain valid till the expiry of 90 (ninety) days from the last date of submission of Bids. Purchaser reserves right to reject a Bid valid for a shorter period.
- 8.2.2 If required, Purchaser may solicit the Bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional. A Bidder may refuse the request without forfeiting the EMD. A bidder granting the request will not be permitted to modify its Bid.
- 8.2.3 The Purchaser reserves the right to annul the tender process, or to accept or reject any or all

the Bid(s) in whole or part at any time without assigning any reasons and without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

8.2.4 The Purchaser may, at its own discretion, extend the date for submission of proposals.

8.3 Earnest Money Deposit (EMD)

8.3.1 The Bidder shall furnish EMD as mentioned in the document control sheet in Clause 3 (“**Document Control Sheet**”) through online mode, as part of the eligibility criteria as per details provided in the Document Control Sheet of this RFP Document.

8.3.2 EMD of the all the Bidders shall be released once the tendering process is over. For the Management Agencies, EMD shall be refunded once they submit Performance Security in the form of PBG (in the format provided in Annexure 12.8) of an amount as mentioned in the Document Control Sheet of this RFP document in the favour of Purchaser valid for a period of 42 (forty-two) months from the date of award of the Contract.

8.3.3 EMD of all Bidders will be refunded by Purchaser as promptly as possible after signing of the agreement with the Management Agencies.

8.3.4 The EMD submitted shall be interest free and will be refundable to the Bidder without any accrued interest on it.

8.3.5 The EMD will be forfeited on account of one or more of the following reasons: -

- a) Bidder withdraws its Bid during the validity period as specified in this RFP Document.
- b) Bidder fails to provide required information during the evaluation process.
- c) In case of a successful engagement, the Management Agency fails to sign the Agreement/furnish PBG as per the maximum time defined in the SLA section of this RFP.
- d) If a Bidder makes misleading or false representations in the forms, statements and attachments submitted in its Bid.

8.4 Deviations

Bids submitted with any deviations to the contents of the RFP Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the Bid. Bidders must ensure that pre-bid meeting is attended by their concerned senior people so that all clarifications and assumptions are resolved before Bid submission.

8.5 Amendment to the RFP Document

8.5.1 Amendments / corrigenda / addenda / clarifications necessitated due to any reasons, shall be made available on website only as provided in the Document Control Sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the Bidder to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.

8.5.2 In order to provide prospective Bidders reasonable time for taking the corrigenda or addenda into account, Purchaser, at its sole discretion, may extend the last date for the receipt of bids.

8.6 Clarification on RFP document

The Bidders requiring any clarification on this RFP Document may submit its queries by the due date and time as mentioned in the Document Control Sheet in the following format in a MS Excel file:

| S.No. | RFP Clause No. | Page No. | RFP Clause detail | Amendment Sought / Suggestion | Justification |
|-------|----------------|----------|-------------------|-------------------------------|---------------|
| | | | | | |

8.7 Bid evaluation process

8.7.1 The Bid evaluation will be carried out in 2 stages.

- a) Stage 1: Evaluation as per the pre-qualification / eligibility-cum- technical qualification criteria (as per Clause 7 of this document).
- b) Stage 2: Financial Bids evaluation

8.7.2 During process of evaluation of the Bids, Purchaser may, at its discretion, ask Bidders for clarifications on their Bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification, failing which the Tender Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the Bidder and the Bid may be rejected.

8.8 Bid opening

8.8.1 The Purchaser will constitute a Tender Evaluation Committee to evaluate the Bids submitted by the Bidders. No correspondence will be entertained outside the process of evaluation with the Tender Evaluation Committee.

8.8.2 The bids submitted will be opened at time & date as specified in the Document Control Sheet of this RFP Document by the Tender Evaluation Committee or any other officer authorized by Committee, in the presence of Bidders or their representatives who may wish to be present at the time of Bid opening.

8.8.3 Those Bidders whose Bids are found to be responsive as per the pre- qualification/eligibility-cum-technical qualification criteria, shall further be eligible for next stage of evaluation, i.e., financial Bid evaluation.

8.9 Financial Bids

- 8.9.1 The second stage will be the financial Bid wherein evaluation will be done for bidders whose bid have been found responsive as per the pre-qualification- cum-technical criteria defined in Clause 7.
- 8.9.2 The selection of Management Agency shall be done Zone wise.
- 8.9.3 The Bidder as part of its financial Bid should account for all out of pocket and other expenses including all permits, approvals, travel cost and licenses, charges for fuel, manpower to be deployed, insurance, wear and tear of vehicle/technology components like CCTV, GPS etc., tools/equipments to be deployed in the transportation vehicles or any other cost as may be incurred etc. that may be required for completion of all items as mentioned in the scope of work of this RFP document.
- 8.9.3 The financial proposal should include all taxes except GST.
- 8.9.4 The prices/rates quoted by the Bidder shall remain firm (fixed) during the currency of Contract and shall not be subject to any variation on any account. A Bid submitted with variable price quotation will be treated as non- responsive and hence shall be liable to be rejected.
- 8.9.5 Financial e-Bid shall be submitted as per the format attached at Annexure 12.7.

8.10 Disqualifications

The Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify/blacklist any bidder, if the Bidder has:

- a. Made fraudulent, misleading or false representations in the forms, statements and attachments submitted in Bid documents. The EMD of the Bidder will be forfeited in such cases.
- b. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c. Failed to provide clarifications related thereto, when sought.
- d. Submitted more than one Bid (directly / indirectly).
- e. Declared ineligible by the Government of India / State / UT Government / PSU's / any Government Society/Board/Corporation for corrupt and fraudulent practices.
- f. Submitted a bid with price adjustment/variation provision.
- g. Documents are not submitted as specified in this RFP Document.
- h. Suppressed any details related to the Bid.
- i. Submitted incomplete information, subjective, conditional offers and / or partial offers.
- j. Not submitted documents as requested in this RFP Document, including any checklist prescribed hereunder.
- k. Submitted a Bid with an inadequately long validity period.
- l. Any non-adherence/non-compliance to applicable RFP Document content.

8.11 Selection of Bidder

8.11.1 Since the number of locations for MFPS and delivery is variable and may increase in future, therefore the bidder shall submit bid in two parts,

(A) Management & Maintenance of 1 MFPS with minimum manpower of 1 District Supervisor in the district and 1 MFPS Salesperson at each MFPS with defined deliverables, and

(B) Distribution cost for 1 MT of wheat/ atta for delivery to the nearest motorable point of the beneficiary.

8.11.2 The L1 will be evaluated based on the combined cost of: (A) the MFPS Management & Maintenance cost of 1 MFPS for one month (which shall ultimately be calculated on per ton basis as detailed in the example below) and (B) the Distribution cost of 1 MT of wheat/ atta. For example, if the total MFPS Management cost is "A=240" and distribution cost for one MT of wheat/atta is "B=100" then the effective Bid Rate (BR) will be equal to $A/24 + B$ i.e. $240/24 + 100 = 110$.

The quantity (24) (in MT) is indicative and being used to divide the component A to get the per MT cost to derive the L1.

The payment to the management agency shall be as per the actual rates quoted by the L1 bidder for the components A and B (as per the formula provided in clause 11.1.7).

Note: Notwithstanding anything else contained in this RFP Document, while the Bidders are required to submit the financial bid in the format provided in the Annexure 12.7 (Financial Bids Format), the final calculation for determining the L1 Bidder shall be as per this clause 8.11 (i.e, the values for the components "A" and "B" shall be taken from the online financial bid submitted by the Bidders as per the format provided in Annexure 12.7, and the formula detailed in the example provided in this clause 8.11.2 shall be applied while determining the L1 Bidder).

8.11.3 The Bidder who has quoted the lowest Bid Rate shall be considered as L1 for the Zone. In case cumulative L1 quote of more than one bidder are same, then the quote received from the bidder who quoted the lower rate for MFPS Management Cost (A) will be considered as L1.

8.11.4 Financial quote of remaining bidders who qualify the Eligibility-cum- Technical evaluation criteria shall be considered as L2, L3, L4 and so on.

8.11.5 The L1 Bidder shall be selected for completion of all works/items in that particular Zone as mentioned in the Scope of Work section of this RFP document. In case L1 refuses to sign the contract, their EMD shall be forfeited, and they shall be blacklisted. Also, they will be disqualified and their selection for any other zone shall stand cancelled and EMD deposited for other zones shall also be forfeited. In such case, L2 shall be asked to match the L1 rates. In case L2 also refuses, L3 shall be asked to match the L1 rates. In case all three refuse, RFP will be called again for those zones again.

8.12 Issue of Letter of Intent (LoI)

After completing negotiations and clarifications, Purchaser shall issue a letter of intent (“LoI”). The LoI will constitute the formation of the contract post submission of PBG to the Purchaser as performance security by the Management Agency as mentioned in this RFP Document.

8.13 Signing of Contract

The Management Agency shall sign the Contract with the Purchaser within 10 (ten) days of the issuing of LoI. After signing of the Contract, no variation or modification in the terms of the Contract shall be made except by mutual written amendment signed by both the Parties.

8.14 Performance security

8.14.1 As soon as possible, but not more than 10 days following receipt of Letter of Intent and prior to the execution of the Contract, the Management Agencies shall furnish performance security of an amount as mentioned in the Document Control Sheet of this RFP Document (“PBG”). The format for the PBG is attached at Annexure 12.8.

8.14.2 The Management Agency shall furnish the PBG in the form of bank guarantee/demand draft.

8.14.3 PBG against the work order issued thereby shall remain valid until the expiry of a period of 180 (one hundred eighty) days after the expiry of the Contract. Whenever the Contract is extended, the Management Agency will have to extend the validity of PBG proportionately.

8.14.4 In case the Management Agency fails to submit the PBG within the time stipulated, Purchaser at its discretion may cancel the award of contract to the Management Agency without giving any notice and the EMD of the concerned bidder will be forfeited.

8.14.5 The Management Agency will not be entitled to any interest on the performance security submitted.

8.14.6 Purchaser shall forfeit the PBG in full or in part in the following cases:

- a) When the terms and conditions of Contract are breached/ infringed.
- b) When the Contract is being terminated due to non-performance of the Management Agency.
- c) The Purchaser incurs any loss due to the Management Agency’s negligence in carrying out the project implementation as per the agreed terms & conditions.
- d) Any other case as mentioned in this RFP document or in the contract to be signed.

8.15 Insurance

8.15.1 The Management Agency shall provide insurance cover from the start date to the end of Contract period.

8.15.2 The Management Agency shall provide insurance cover for Loss due to any personal injury or death to the employees/worker/labour of the Management Agency.

8.15.3 The Management Agency shall provide insurance cover, in case of any

leakages/theft/loss/fire/diversion/damage/deterioration or any other related losses of commodities at MFPS and in transit.

8.16 Fraud and corrupt / malpractices

8.16.1 All the Bidders must observe the highest standards of ethics throughout their Contract period.

8.16.2 For this purpose, definitions of the terms are set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
- b. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- c. "Unfair trade practice" means supply of services different from what is ordered, or change in the scope of work.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

8.16.3 The Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, coercive or unfair trade practices.

8.16.4 The Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent, coercive or unfair trade practice(s) in competing for, or in executing, the contract at any point of time.

8.17 Grievance Redressal

Any grievance of a Bidder pertaining to this RFP Document or the related tendering process shall be presented by way of filing an appeal in writing to the Appellate Authority (*as defined below*), within 10 days of the decision date. The Appellate Authority after hearing the parties, shall dispose of the appeal and decided on the appeal.

The Secretary, Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab will be the Appellate Authority, and the decision of the Appellate Authority shall be final and binding.

9 General Contract Conditions

9.1 Standards of performance

The Management Agency shall deliver the services and carry out its obligations under the Contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Management Agency shall always act in respect of any matter relating to this Contract as faithful Bidder to the Purchaser. The Management Agency shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with a third party. The Management Agency shall conform to the standards laid down in this RFP Document in totality.

9.2 Confidentiality

- 9.2.1 Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Management Agencies and/ or the Purchaser to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- 9.2.2 The Management Agency shall ensure that while providing services, all the details and information exchanged are kept confidential.
- 9.2.3 During the execution of the project except with the prior written consent of the Purchaser, the Management Agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, including the terms of the Contract.
- 9.2.4 The Management Agency shall maintain the confidentiality of the data stored on the computer systems for the Purchaser. The Management Agency will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Purchaser has right to take legal action against the firm.

9.3 Termination of Contract for default

The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 15 (Fifteen) days sent to the Management Agency, may terminate the Contract/ blacklist the Management Agency, in whole or in part for any of the following reasons, and as may be otherwise set out in the Contract:

1. If the Management Agency fails to deliver and perform any or all the services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
2. If the Management Agency fails to perform any other obligation(s) under the contract; or
3. Failure to adhere to the standards and specifications laid down by the Purchaser; or
4. Discrepancies/deviations in the agreed processes and/or Services; or
5. Violations of terms and conditions stipulated in this RFP Document.

- a. In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Management Agency, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Management Agency shall be liable to the Purchaser for any increase in cost for such similar services. However, the Management Agency shall continue performance of the Contract to the extent not terminated.
- b. The Purchaser's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- c. In the event of failure of the Management Agencies to render the Services or in the event of termination of the Contract or expiry of the term of the Contract or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the services contracted with another Bidder. In such case, the Purchaser shall give prior notice to the existing Management Agency. The existing management agency shall continue to provide services as per the terms of contract until a 'New Service Provider'/ Management Agency completely takes over the work. During the transition phase, the existing Management Agency shall render all reasonable assistance to the new Service Provider/ Management Agencies within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Management Agencies is in breach of this obligation, they shall be liable for paying a liquidated damages as provided in Clause 10 (SLA's) of this RFP Document which may be settled from the payment of invoices or engagement fees for the contracted period or by invocation of engagement fees/Performance Bank Guarantee.

9.4 Termination of contract for Convenience

The Purchaser may at any time terminate the Contract for any reason by giving 1 (one) month written notice to the Management Agency, which notice of termination shall refer to this Clause. Upon receipt of the notice of termination under this Clause, the Management Agency shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the services already executed, or any work required to leave the site in a clean and safe condition. In such case provisions under the exit management clause of this RFP Document shall apply. No additional compensation, damages or amounts of any nature shall be payable to the Management Agency from the Purchaser on account of any termination by the Purchaser pursuant to this Clause 9.4

9.5 Termination of contract for Insolvency, Dissolution, etc.

The Purchaser may at any time terminate the Contract by giving written notice of 30 days to the Management Agencies, if the concerned "Management Agencies" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company, or a petition for such insolvency is admitted (and not stayed or dismissed within a period of 60 days from its institution), or an administrator, insolvency resolution professional or liquidator is appointed for the Management Agency; or in case the member of a JV/ Consortium have a

dispute among themselves which in any way hampers the effective execution of the Contract services.

In this event termination will be without compensation to the Management Agency provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

9.6 Force Majeure

- 9.6.1 The PBG of the Management Agency shall not be forfeited and the Contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 9.6.2 For purposes of this clause, "Force Majeure" means an unforeseeable event beyond the control of the Management Agency and not involving the Management Agency's fault or negligence, and not avoidable by reasonable care and diligence. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires due to natural calamity, floods, epidemics, and quarantine restrictions.
- 9.6.3 If a Force Majeure situation arises, the Management Agency shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Management Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.7 Resolution of disputes

If any dispute arises between the Management Agency and the Purchaser, then these would be resolved in the following manner:

- a. Amicable Settlement: Either party to the Contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 (thirty) days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party, then the parties will refer such dispute to arbitration in accordance with sub-clause (b) of this Clause 9.7.
- b. Arbitration: In case dispute arising between the Purchaser and the Management Agency, which has not been settled amicably, the Management Agency can request the Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. Such disputes shall be referred to the Arbitrating Authority, which shall be the Secretary, Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab. The venue of arbitration shall be Chandigarh, Punjab. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by the Purchaser and the Management Agency. However,

the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

9.8 Legal Jurisdiction

All legal disputes between the Management Agency and the Purchaser in relation to the RFP Document and the Contract (including the validity thereof) shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

9.9 Amendment to the contract

The Contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

9.10 Contract period

This Contract shall be valid for a period of 1 (one) year initially from the date of signing of contract. Tenure of Management Agency may be renewed on yearly basis subject to the satisfactory performance of the agency.

9.11 Escalation

The existing contract price will be considered as base contract rate and all Management Agencies for all zones shall be eligible for an annual escalation of 5% of the base price. This means if the L1 rate quoted and accepted in Rs. 100 (base contract rate), the bidder will be paid Rs. 100 for the first year, Rs. 105 for the second year and Rs. 110 for the third year.

9.12 Exit Management

- 9.12.1 The Management Agency will be handed over Model FP Shops with all required infrastructure (subject to the provisions of Clause 6.1.1(c)). It is the responsibility of the Management Agency to keep this infrastructure upright and in usable condition throughout the Contract period. In case of any damage of this infrastructure, it'll be collected from the payment that is due to the Management Agency or from the Performance Guarantee. The Contract will detail the mechanism for the purpose of clause 9.12.
- 9.12.2 On expiry of the contract, the Management Agency shall handover the MFPS on as is basis, balance NFSA/non NFSA stock, data and all its assets to the Purchaser. In case of damage or missing stock and assets, the market cost of the asset / stock and interest cost @12% per annum monthly compounding to be charged from the date of expiry of contract till the time the Management Agency clears the dues.

9.13 Other terms and Conditions

- 9.13.1 The personnel provided by the Management Agency will not claim to become the employees of the Purchaser and there will be no employee and employer relationship between the personnel engaged by the Management Agency and Purchaser.
- 9.13.2 The Agency is solely responsible for any accident / medical / health related liability, and for all statutory and legal compliances for the personnel deployed by Management Agency for all Project related activities. The Purchaser shall have no liability in this regard. The Management Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed.
- 9.13.3 The deployed workforce shall abstain from taking part in any staff union and association activities.
- 9.13.4 The person deployed shall not claim any master & servant relationship against Purchaser.
- 9.13.5 In case of the termination of the Contract/ agreement or on its expiry or otherwise, the personnel engaged and deployed/deputed by the Management Agency, will not be entitled to and will not claim any absorption in the regular or otherwise services of the Purchaser.

10 SLA and Liquidated Damages

10.1 Financial Damages

| S.N. | Activity | Target / Service Level | Damages for delays beyond target level |
|------|---|--|--|
| 1. | Submission of PBG and signing of Contract | Within 10 (ten) days of release of work order | Rs. 1,000/- per day with a maximum cap of Rs. 20,000/- may be imposed. If the delay extends beyond 20 (twenty) days from date of issuing work order, the empanelment may be cancelled and EMD may be forfeited and actions as per the provisions of the Punjab Transparency in Public Procurement Act, 2019 and Rules, 2022 may follow. |
| 2. | Delay in distribution of NFSA ration to beneficiaries | The Management Agency shall ensure distribution of ration to all the beneficiaries as per the pre-approved plan by the purchaser. | A LD of Rs. 1,000/- per instance may imposed. In case of more than 25 instances in the last 90 days in the entire zone, the contract may be cancelled. |
| 3. | Quality of Atta/ Packaged Wheat | The Management Agency shall ensure to carry out the work keeping in view the FSSAI norms and as per the specification provided by Purchaser. | If the lot is not found as per the specification, a LD of Rs. 5,000/- (rupee five thousand) per instance may be imposed and the miller may be asked to provide replacement quantities within 5 (five) days. Otherwise, the cost of the entire lot may be recovered from the Miller. Repetition of issue may lead to the cancellation of Empanelment, forfeiting of Performance Security and legal action may be initiated. |

| S.N. | Activity | Target / Service Level | Damages for delays beyond target level |
|------|-------------------------------------|---|--|
| 4. | Weighing of packaged Atta and Wheat | The Management Agency shall ensure proper weighing and quantity of the 5 kg and 10 kg bags as per the standards of FSSAI. | If the samples from any lot does not match the standards, Rs. 50,000/- per instance liquidated damages will be imposed. Repetition of issue may lead to the cancellation of empanelment, forfeiting of PBG and legal action may be initiated. |
| 5. | Packaging and Labeling | The Management Agency shall ensure storage and transportation of bags as per the specification provided by Purchaser. | If the lot is not found as per the specification, a LD of Rs. 5,000/- per instance may be imposed and the miller may be asked to provide replacement. |
| 6. | NFSA wheat and Atta Storage | The Management Agency shall ensure that the storage facility is at par with the requirements specified by the Purchaser. | If the Storage Facility is not as per the requirement, a liquidated damage of Rs. 5,000/- per instance may imposed. In case of more than 5 instances in any consecutive 90 (ninety) day period in the entire Zone, the Contract may be cancelled at the option of the Purchaser. |
| 7. | Storage and/or sale of products | The Management Agency shall ensure that products which are not pre-approved by the purchaser are neither stored nor sold in the MFPS premises as well in the DVs. | If the Storage Facility is not as per the requirement, a LD of Rs. 10,000/- per instance may imposed. In case of more than 5 instances in any 90 (ninety) day period in the entire Zone, the Contract may be cancelled at the option of the Purchaser. |
| 8. | CCTV at the premises and DV | The Management Agency shall ensure that the CCTV premises and DV are working and store the recording for at least last 60 (sixty) days. | A LD of Rs. 1,000/- per instance may imposed. In case of more than 25 instances in any 90 (ninety) day period in the entire Zone, the Contract may be cancelled at the option of the Purchaser. |

| S.N. | Activity | Target / Service Level | Damages for delays beyond target level |
|------|---|--|---|
| 9. | Data entry/Reporting | The Management Agency shall ensure proper reporting in the technology solution/POS provided by the Purchaser. This includes all the data entries/reporting tasks specified in this RFP Document. | A LD of Rs. 10,000/- per instance may be imposed. In case of more than 5 instances in any 90 (ninety) day period in the entire Zone, the Contract may be cancelled at the option of the Purchaser. |
| 10. | Compliance to Motor Vehicle Act, 1988 and amendments thereof. | The Management Agency shall ensure adherence to Motor Vehicle Act, 1988 and amendments thereof failure to which shall attract liquidated damages (LD). | A LD of Rs. 2,000/- per day. In case of more than 10 (ten) such instances in any 90 day period in the entire Zone, the Contract may be cancelled at the option of the Purchaser. |
| 11. | Insurance of goods and Personnel | The Management Agency shall ensure that all the goods/vehicles/personnel are insured and their insurance is valid during the currency of the Contract. | A LD of Rs. 2,000/- per instance. In case of more than 10 (ten) such instances in any 90 (ninety) day period in the entire zone, the Contract may be cancelled at the option of the Purchaser. |
| 12. | Substance Use | Any kind of substance use by the staff deployed by the Management Agency while performing tasks at MFPS or DV or any other tasks that is related to this Contract shall attract heavy penalties. | A LD of Rs. 10,000/- per instance and such person shall be immediately replaced by the Management Agency with their own cost. In case of more than 3 (three) such instances in any 90 (ninety) day period in the entire Zone, the Contract may be cancelled at the option of the Purchaser. |
| 13. | Collection of amount against the distribution of packed atta/ wheat | The Management Agency shall ensure collection of amount against the distribution of ration to the NFSA beneficiaries as | A LD of Rs. 10,000/- per instance. In case of more than 3 (three) such instances in any 90 (ninety) day period in the entire Zone, the |

| S.N. | Activity | Target / Service Level | Damages for delays beyond target level |
|------|--|---|--|
| | to the NFA beneficiaries | per the directions of the Purchaser. Any amount collected other than the prescribed amount shall attract liquidated damages (LD). | Contract may be cancelled at the option of the Purchaser. |
| 14. | Setting up of the local office | The Management Agency shall ensure setting up of a local office in the Punjab within 30 (thirty) days from the date of award of Letter of Intent. | A LD of Rs. 1,000/- per day. Limited to 30 (thirty) days above which the Contract may be cancelled at the option of the Purchaser. |
| 15. | Any damage caused to the reputation of the Purchaser or the Government of Punjab | Any damage caused to the reputation of the Purchaser or the Government of Punjab due to any mismanagement during transportation or execution of the work or during the distribution of ration by the Management Agency or its subcontractors, it shall attract LD as per the SLA Clause of this RFP document. | Rs. 5,000 per instance Amount to be deposited with the Purchaser within 10 (ten) days from the time the notice issued was by the purchaser. Failure to deposit the Liquidated damages (LD) shall lead to legal action against the Management Agency including but not limited to termination of contract. |
| 16. | If the Management Agency uses the brand/name of the Purchaser for any other commercial purpose without its permission. | The Management Agency shall not use the brand/name of the Purchaser for any other commercial purpose without its permission. | Rs. 5,000 per instance Amount to be deposited with the Purchaser within 10 (ten) days from the time the notice issued was by the purchaser. Failure to deposit the LD shall lead to legal action against the Management Agency including but not limited to termination of contract. |
| 17. | If the Management Agency after taking up the work as a Management Agency, leaves it incomplete due to any reason. | If the Management Agency after taking up the work as a Management Agency, leaves it incomplete due to any reason, EMD/ PBG deposited by the | Forfeiture EMD/ PBG deposited by the Management Agency to the Purchaser. In addition, a liquidated damages (LD) of Rs. 5,00,000 to be paid to |

| S.N. | Activity | Target / Service Level | Damages for delays beyond target level |
|------|---|--|--|
| | | Management Agency to the Purchaser shall be Forfeited. In addition, the Management Agency will be liable to pay a LD of Rs. 1 lakh to the Purchaser. Failure to deposit the LD shall lead to legal action against the Management Agency. | the Purchaser and firm shall be blacklisted. Failure to deposit the LD shall lead to legal action against the Management Agency including but not limited to cancellation of contract. |
| 18. | Work done or supply made or service rendered by the Management Agency | If in the opinion of the Purchaser, any work done or supply made or service rendered by the Management Agency is deficient in any manner in comparison to the prescribed standards, the Purchaser shall be at liberty to impose LD on the Management Agency. | The Purchaser shall decide on the LD to be imposed on the violation/ non-adherence to the service levels. |

Note: The maximum liquidated damages (LD) applicable on the Bidder shall not exceed 10% of the total contract value. In case if the total LD applicable on the Bidder exceeds 10% of the total contract value, the Purchaser reserves the right to terminate the Contract with Bidder and may cause the Bidder to forfeit the performance bank guarantee. The Parties agree that the LD's are genuine pre-estimates of the loss and damage occurring to the Purchaser on account of such delay and default by the Bidder/ Management Agency, and are not by way of penalty.

10.2 Other damages and Actions

10.2.1 In case of any misappropriation, loss or delivery of any stocks of packed Wheat and atta at unauthorized places, the Bidder would be liable for action under the Essential Commodities Act and/or any other law/rules applicable, the Bidder shall be blacklisted for applying for any further tenders with the purchaser. In case, at any stage, any FIR is lodged under Essential Commodities Act, 1955 ("ECA") or the Management Agency is blacklisted, the Contract of the Management Agency will be terminated immediately.

10.2.2 In the event of any breach of the terms and conditions of the agreement by the Bidder, the Chairman/Managing Director or authorized officers of the Purchaser shall be empowered to encash the PBG / EMD of the Bidder in part or in full besides any other action which may be warranted including lodging of FIR & black-listing the Bidder for a period of 5 (Five) years for applying in any further tender called by the Purchaser. The Managing Director or authorized officers of the Purchaser further reserves the right to waive the levy of damages of the Bidder in part or full, if the breach is involuntary, due to act of God and other exigencies at their sole discretion. It is further made clear that in case of breach of the terms and conditions of the

agreement by the Bidder, the Bidder will be blacklisted for the period mentioned above and shall not be allowed to participate or carryout the milling for the Purchaser for any district of Punjab. The PBG / EMD of such Bidder shall be forfeited.

10.2.3 Failure on the part of the Management Agency to meet with the assigned tasks shall entitle the forfeiture of EMD/Performance Guarantee by the Purchaser and can also impose liquidated damages (LD) up to **Rs. 500,000** depending on the severity and shall be decided by the Chairman/Managing Director of Purchaser or officers authorized by Purchaser. If the failure is continuing and is not rectified by the Management Agency within 15 days after the failure notice by Purchaser, then the Purchaser shall be entitled to terminate the contract and to lodge financial and other claims against the Miller under NFSA Act, FSSAI Act, 2006, and others as may be warranted.

10.2.4 All the provisions under Punjab Transparency in Public Procurement Act, 2019 and Rules, 2022 will be applicable to this RFP Document.

11 Payment terms

11.1 General

11.1.1 The Management agency shall submit monthly invoices to the Purchaser describing the no. of MFPS operated and the quantity of ration delivered at FPS Delivery Locations to the NFSA beneficiaries in their respective zones as stipulated in the Contract/monthly allocation to the Management Agency. The Purchaser shall release the payment to the Management Agency within 15 (fifteen) days from the date of receipt of the invoice/bills at the District Office of the Purchaser.

Payment for the delivery of ration to the NFSA beneficiaries shall be done as per the actual deliveries completed at the designated delivery locations. No payments shall be made for the delivery of ration at MFPS.

11.1.2 Payments to the Management Agency will be made for the monthly quantity delivered and accepted and shall be released against submission of following documents;

- a) Quantity of ration delivered against the allocation for the Distribution Month.
- b) The Management Agency shall be required to furnish any other document required as may be required by Purchaser towards the processing of the payment.
- c) Payments of the Management Agency shall be subject to the application of liquidated damages and/or SLA penalties (if any applicable) as per the RFP Document for that month.
- d) All payments shall be made through NEFT/ RTGS only, subject to monthly inspection by the Purchaser as per the guidelines set out in this RFP
- e) Attendance report of all the resources deployed as per this RFP/contract.

- 11.1.3 Purchaser may withhold the payment to be done to the Management Agency due to non-performance/non-delivery of the service as mentioned in this RFP Document. Decision of Authority in this regard shall be final.
- 11.1.4 Payments shall be subjected to deductions of any amount for which the Management Agency is liable under the Contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) at the rate applicable from time to time as per the Income-Tax Act, 1961 and any other applicable deductions/ taxes.
- 11.1.5 The decision of the Purchaser pertaining to the quality and quantity of works / services performed by the Management Agency shall be final and acceptable to the Management Agency besides being binding. It shall be the responsibility of the Management Agency to rectify the deficiencies so pointed out without any extra payment. In the event of default by Management Agency, the Purchaser reserves the right to get the concerned work / services fixed at its own level at the cost, risk and responsibility of the Management Agency after giving a notice in regard thereto in writing and expenditure so incurred by the Purchaser will be recovered from the invoices of the Management Agency or from PBG, as it may deem fit.
- 11.1.6 All taxes, duties and any statutory levies etc. payable by the Management Agency during the contract tenure shall be the sole responsibility of the Management Agency.
- 11.1.7 Payment to the Management Agency for management of MFPS and Delivery of NFSA ration, will be based on the actual cost incurred for the component A and B as mentioned in Annexure 12.7, Financial Bid Format.

For example, if the total MFPS Management cost is "A=240" and distribution cost for one MT of wheat/atta is "B=100" then the effective Bid Rate (BR) will be equal to $A/24 + B$ i.e. $240/24 + 100 = 110$. Where 24 is the indicative quantity to derive the L1.

The monthly payment to Management Agency will be calculated with the formula.

$$\mathbf{A \times No. of MFPS + B \times Quantity delivered in MT}$$

12 Annexures

12.1 Bid Acceptance Form

[To be submitted on Bidder Letterhead]

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

1. I am the Proprietor / Partner / Director/ Authorized Signatory for M/s _____ situated at _____ or/and (details of consortium Partners/ Joint venture)

- a. _____ Name and Address_____
- b. _____
- c. _____

2. I certify that I commit to provide management services for managing the MFPSs and willing to provide the necessary manpower/management as and when required by the Purchaser under this RFP.

3. I commit to the home deliver the ration as per the work allocated to me under this RFP.

4. I commit to make all necessary arrangements for management, transportation, and delivery of ration as mentioned in the RFP.

5. I commit that I have read the RFP and all the information provided by me are true, and I shall be responsible for any false statement.

Place

Date

Signature of the applicant

Name

Designation

Address

Phone

Email

12.2 Self-Declaration for Staff on Company Payroll/Contractual/Outsourced

[On Letter head of the Bidder]

Date: XX/XX/XXXX

To

Managing Director,
The Punjab State Cooperative Supply and Marketing Federation Ltd.,
MARKFED, Government of Punjab,
Plot No.4, Dakshin Marg, Sector-35-B,
Chandigarh-160022.

Subject: Declaration for staff on company payroll/Contractual/Outsourced

Dear Sir,

I/We hereby declare that as on date, (Name of the firm/company) has <number> employees on company payroll, <number> individuals engaged directly on contractual basis and <number> individuals are engaged on an outsourced basis. Summary details for the same are attached.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

Note: - To be provided by Any member of Consortium/Joint Venture (in case of Consortium/Joint Venture)

In addition to the above declaration, proof of the payroll, contractual & outsourced employees shall be provided along with bid

12.3 Self-Declaration on Technical Capability

[To be submitted on letterhead of the Bidder]

Date:

To

Managing Director,
The Punjab State Cooperative Supply and Marketing Federation Ltd.,
MARKFED, Government of Punjab,
Plot No.4, Dakhshin Marg, Sector-35-B,
Chandigarh-160022.

Sub: Self Certification for Technical Capability

Dear Sir,

- In accordance with eligibility requirements of this tender process, we _____ <<Name of the Bidding firm>> _____ wish to declare that, we have an experience of <no of years> in carrying out more than pertaining to managing /product /commodities /food items / consumer goods/ handling/logistics services/ similar nature of work, since _____ till the date of submission of the Bid.
- In accordance with eligibility requirements of this tender process, we _____ <<Name of the Bidding firm>> _____ wish to declare that, we have an experience of <no of years> related to Transport and delivery since _____ till the date of submission of the Bid.

Enclosed: Proof of Bidder's assignments completion certificates from clients

Yours faithfully,

Place

Signature of the authorized signatory

Date

Name

Designation

Address

Phone

Email

Note: - To be provided by Bidder or Lead Consortium Member/Joint Venture Member (in case of Consortium/Joint Venture)

12.4 Letter of Authorization

(On the letterhead of the entity)

To

Managing Director,
The Punjab State Cooperative Supply and Marketing Federation Ltd.,
MARKFED, Government of Punjab,
Plot No.4, Dakhshin Marg, Sector-35-B,
Chandigarh-160022.

Dear Ma'am/ Sir,

Sub: Letter of Authorization

<Name> _____ <Designation> _____ is hereby authorized to sign & stamped relevant documents on behalf of the <Company> in dealing with this RFP Document published vide No. _____ dated _____. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

| | |
|--|---|
| Authorized Signatory (s) of the Company <Name> <Designation> <Seal> | Signature of the person authorized by the Bidder <Name> <Designation> <Seal> |
|--|---|

12.5 Draft Joint Bidding Agreement

(To be executed on Non – judicial stamp paper of INR 100/-or such equivalent amount and document duly attested by notary public)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Indian Companies Act, 1956/2013 or A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 or A partnership firm registered under the Indian Partnership Act, 1932 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [Name of company], a company incorporated under the Companies Act, 1956/2013 or A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 or A partnership firm registered under the Indian Partnership Act, 1932 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST and SECOND] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) The Punjab State Cooperative Supply and Marketing Federation Ltd., MARKFED, Government of Punjab having its principal place of business at Plot No.4, Dakhshin Marg, Sector-35-B, Chandigarh-160022 (hereinafter referred to as the “Purchaser” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals by its Request for Proposal dated [date] (the “RFP Document”) for Selection of Agency for Management of Model FPS and Delivery of Ration under PDS for Government of Punjab.
- b) The Parties are interested in jointly bidding for the Project as members of a Joint Venture/ Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the Project that the members of the Joint Venture/ Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP Document.
2. Joint Venture/ Consortium:
 - a) The Parties do hereby irrevocably constitute a Consortium for the purposes of jointly participating in the selection process for the Project;
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other Joint Venture/ Consortium constituted for this Project, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event, the Joint Venture/ Consortium is declared the selected bidder and awarded the Project, the Parties shall jointly incorporate a company (“SPV”) for the carrying out of the home delivery of ration under PDS in Punjab, in accordance with the RFP Document for performing all obligations as the Management Agency in terms of the Contract for the Project.
4. Role of the Parties: The Parties hereby undertake to perform the roles and responsibilities as

described below:

- a) Party of the First Part shall be the Lead Partner of the Consortium and shall have the Specific Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Project and until the Effective Date under the Contract;
- b) Party of the Second Part (Partner 1) shall be [role];
5. Joint and Several Liability: The Parties do hereby undertake to be risk and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract, for the performance of the Contract, together with the SPV.
6. Lead Partner: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Partner and the Purchaser shall be entitled to deal with such Lead Partner as the representative of all Members. Each Party agrees and acknowledges that:
 - a) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Partner on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Purchaser shall be entitled to rely upon any such action, decision or communication from the Lead Partner;
 - b) Consolidated invoices for the services in relation to the Project performed by all the Partners shall be prepared and submitted by the Lead Partner and the Purchaser shall have the right to release payments solely to the Joint Venture and the Purchaser shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) Any notice, communication, information or documents to be provided to the Successful Bidder shall be delivered to the authorized representative of the Project (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Financial Division: *[insert]*

Neither Party shall be allowed to transfer or otherwise dispose of any of its shares in the SPV for the duration of the term of the Contract.
8. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and shall not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for

encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
9. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Project is awarded to the Consortium. However, in case the Joint Venture is not selected for award of the Project, the Agreement shall stand terminated upon intimation by the Client that it has not been selected and upon return of the EMD by the Client.
10. Miscellaneous:
- a) This Joint Bidding Agreement shall be governed by laws of India;
 - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of

Lead Partner by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

SECOND PART (PARTNER 1) by:

[Signature]

[Name]

[Designation]

[Address]

In presence of:

[Signature, name and address of witness 1]

[Signature, name and address of witness 2]

Notes:

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all partners.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this*

Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture / Consortium Member.

Address

Phone

Email

12.6 Self-Declaration for Blacklisted/Debarred

(On company letter head of Bidder/ all participants of Joint Venture)

Date: XX/XX/XXXX

To

Managing Director,
The Punjab State Cooperative Supply and Marketing Federation Ltd.,
MARKFED, Government of Punjab,
Plot No.4, Dakhshin Marg, Sector-35-B,
Chandigarh-160022.

Subject: Self Declaration

Dear Sir,

I/We hereby declare that as of date, (Name of the Management/Transport Partner)

1. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt. / Central Govt./ Board/ Corporations and Government Societies / PSU for any reason.
2. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
3. And our directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

12.7 Financial Bids Format

[To be submitted only on the eProcurement portal]

Name of Work: For the Selection of Agency for Management of Model FPS and Delivery of Ration to the beneficiaries under PDS for the Government of Punjab

| Name of the Bidder/ Bidding Firm / Company: | | | |
|--|--|-----------------------------------|---------------------|
| PRICE SCHEDULE | | | |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) | | | |
| Financial Quote for Zone III | | | |
| Sl. No. | Item Description | Per Unit Rate (in Rs.) | Effective Bid Rates |
| 1 | MFPS management cost as per the Clause 6, Scope of work, including (Management, Hiring, Training, Stock and Cash Counter Management etc.) | A (per MFPS Cost to be quoted) | A/24 |
| 2 | Cost of delivery of Ration to beneficiaries as per the Clause 6, Scope of work, including (Unloading, Loading, Distribution/ Transportation and Manhours etc.) | B (per MT Cost to be quoted) | B |
| Effective Bid Rate | | | (A/24) + B |
| Effective Bid Rate in Figures | | | |
| Effective Bid Rate in Figures in Words | | | |

Note: The price bid is inclusive of all taxes except GST.

| | |
|----------------|------------------|
| Editable cells | Auto Calculation |
|----------------|------------------|

12.8 Format for Performance Bank Guarantee

(PERFORMA OF BANK GUARANTEE)

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

In favor of

MARKFED, (hereinafter referred to as “**MARKFED**”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement (“AGREEMENT”) being entered into between MARKFED and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office _____, Selected Bidder, for Selection of Agency for Management of Model FPS and Delivery of Ration under PDS for Government of Punjab (hereinafter referred to as “The Project”).
- B. As per terms of request for proposals bearing number [insert] issued by MARKFED dated [insert] (“**RFP Document**”), the Selected Bidder is required to furnish to MARKFED, an unconditional and irrevocable bank guarantee for an amount of INR _____ only as security for due and punctual performance/discharge of its obligations under the Agreement relating to Management of Model FPS and Delivery of Ration under PDS for Government of Punjab as specified under the Clause 6.0 (scope of work) of the RFP Document.
- C. At the request of the Selected Bidder, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Selected Bidder of its obligations relating to the Project.
- D. Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the RFP Document.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by _____ (hereinafter called “the Selected Bidder”) of all its obligations relating to the scope of work by the Selected Bidder, in accordance with the Agreement.
3. The Guarantor shall, without demur, and on demand, pay to MARKFED sums not exceeding in aggregate INR _____, within five (5) calendar days of receipt of a written demand therefor from MARKFED stating that the Company has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Selected Bidder or validity of demand so made by MARKFED and shall pay the amount

specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Selected Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, MARKFED shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Selected Bidder or postponement/non exercise/delayed exercise of any of its rights by MARKFED or any indulgence shown by MARKFED to the Selected Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by MARKFED or any indulgence shown by MARKFED, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ (180 days after completion of tenure of appointment, i.e. the contract between the Selected Bidder and MARKFED) unless discharged / released earlier by MARKFED in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR. _____
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

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

SIGNED AND DELIVERED

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

12.9 Good Storage Practices as per FSSAI Guidelines and Purchaser's requirements:

Management Agency shall ensure strict adherence and compliance to the norms and statutory requirements as and when applicable. Following are the requirements as per the Purchaser's need that has to be ensured by the Management Agency:

- a. The premises shall be located in a sanitary place and free from filthy surroundings and shall maintain overall hygienic environment.
- b. The premises shall be clean, adequately lighted and ventilated and sufficient free space for movement.
- c. Floors, Ceilings and walls must be maintained in a sound condition. They should be smooth and easy to clean with no flaking paint or plaster.
- d. The floor and skirted walls shall be washed as per requirement with an effective disinfectant the premises shall be kept free from all insects.
- e. Windows, doors and other openings shall be fitted with net or screen, as appropriate to make the premise insect free.
- f. All articles that are stored or are intended for sale shall be fit for consumption and have proper cover to avoid contamination.
- g. All articles that are stored or are intended for sale shall be stored on the pallets/racks so as to avoid direct contact with floor, pallets shall be evenly spaced away from walls and from one another to avoid cross contamination.
- h. The vehicles used to transport foods must be maintained in good repair and kept clean.
- i. Insecticides / disinfectants shall be kept and stored separately and away from food storing/handling areas.
- j. All food handlers shall keep their fingernails trimmed, clean and wash their hands with soap, or detergent and water before commencing work and every time after using toilet. Scratching of body parts, hair shall be avoided during food handling processes.