



**REQUEST FOR  
PROPOSAL**

Selection of Bidders for supply of Chana Dal for PDS  
Under NFSA & JSFSS Scheme

**Government of Jharkhand**

Through e-Tender followed

By

**Reverse e-Auction**

Letter No. 1635

Date: 26.09.2025

**DIRECTORATE OF FOOD AND CONSUMER AFFAIRS, KADRU RANCHI**

**GOVERNMENT OF JHARKHAND, RANCHI, JHARKHAND**

## **Pre-Bid Notice**

Pre bid meeting scheduled on 08-10-2025 at 12:00 noon through Google Meet (<https://meet.google.com/jgu-pzyz-zyq>)



## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
ABBREVIATION USED .....	4
1. NOTIFICATION .....	5
1.1. SELECTION OF BIDDERS THROUGH REVERSE e-AUCTION FOR SUPPLY OF CHANA DAL .....	5
2. INTRODUCTION .....	6
3. SCOPE OF WORK .....	6
4. INVITATION FOR BIDS .....	7
5. TERMS & CONDITIONS FOR SUPPLY OF Chana Dal .....	7
5.1. ELIGIBILITY CRITERIA FOR BIDDERS .....	7
5.2. SUBMISSION OF INITIAL SAMPLES .....	Error! Bookmark not defined.
5.3. PRICE: .....	9
5.4. PURCHASE QUANTITY: .....	9
5.5. VALIDITY/ LEGALITY: .....	9
5.6. EARNEST MONEY DEPOSIT (EMD) .....	10
5.7. RIGHTS OF DIRECTORATE OF FOOD & CONSUMER AFFAIRS:- .....	11
5.8. TRANSIT RISK:- .....	11
5.9. AGREEMENT AND WORK ORDERS FOR SUPPLY OF CHANA DAL:- .....	11
5.10. DELIVERY OF CHANA DAL .....	12
5.11. SPECIAL CHECKING .....	14
5.12. PACKING .....	14
5.13. QUALITY .....	15
5.14. SAMPLING .....	15
5.15. PAYMENTS .....	17
5.16. PENALTY .....	18
6. FORCE MAJEURE .....	20
7. CANCELLATION OF AGREEMENT .....	20
8. TERMINATION FOR INSOLVENCY .....	21
9. INSURANCE .....	21
10. DISPUTE .....	21
11. JURISDICTION .....	21
12. AWARD OF CONTRACT AND PERFORMANCE SECURITY .....	22
13. INTIMATION TO THE SUCCESSFUL BIDDER .....	22
14. DOCUMENTS CONSTITUTING CONTRACT .....	23
ANNEXURE-1 .....	24

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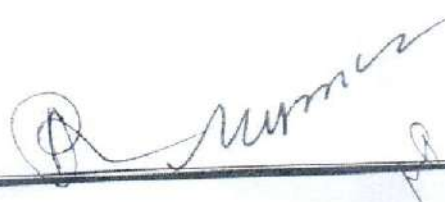
ANNEXURE-2	26
ANNEXURE-3	27
ANNEXURE-4	29
ANNEXURE-5	31
ANNEXURE-6	33
ANNEXURE-7	40
ANNEXURE-8	42

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**ABBREVIATION USED**

<b>JSF&amp;CSCL</b>	Jharkhand State Food & Civil Supplies Corporation Limited.
<b>DF&amp;CA</b>	Directorate of Food & Consumer Affairs, Gov. of Jharkhand.
<b>DSO</b>	District Supply Officer.
<b>PDS</b>	Public Distribution System.
<b>JSFSS</b>	Jharkhand State Food Security Scheme.
<b>NFSA</b>	National Food Security Act.
<b>DFPD&amp;CA</b>	Department of Food, Public Distribution & Consumer Affairs, Gov. of Jharkhand.
<b>EMD</b>	Earnest Money Deposit.
<b>MSME</b>	Micro, Small and Medium Enterprises.
<b>GST</b>	Goods and Services Tax.
<b>MT</b>	Metric Ton.
<b>GOV</b>	Government.
<b>GEM</b>	Government e-Market.
<b>FSSAI</b>	Food Safety and Standards Authority of India.
<b>FPS</b>	Fair Price Shops.
<b>DIRECTORATE</b>	Directorate refers to Directorate of Food & Consumer Affairs.



## 1. NOTIFICATION

### 1.1. SELECTION OF BIDDERS THROUGH REVERSE e-AUCTION FOR SUPPLY OF CHANA DAL.

Directorate of Food & Consumer Affairs, Govt. of Jharkhand, entrusted with distribution and monitoring of various commodities under Public Distribution System (PDS) invites interested Proprietor/ Partnership firm / Registered Company / Co-operative Society / Processor/ Supplier/ Producer/ Miller to participate in reverse e-auction conducted through GeM Portal.

DETAILS OF e-AUCTION ARE AS UNDER:

Sr. No	Month	Quantity in Quintal
	Chana Dal (In 1Kg Pouch Packing, Outer Packing 50 kg)	
1.	July 2025 To September 2025	Supply of Chana Dal, approximately 2,04,000 Quintal per quarter (68000 Quintal per month).

Date:

Place:



## SELECTION OF BIDDERS FOR SUPPLY OF CHANA DAL UNDER (PDS) PUBLIC DISTRIBUTION SYSTEM

### 2. INTRODUCTION

The Directorate of Food & Consumer Affairs, Govt. of Jharkhand (DF&CA) located at JSFC BHAWAN, KADRU, RANCHI, JHARKHAND, 834002 has entrusted the GeM Portal for conducting reverse e-auction for procurement of Chana Dal under PDS from registered bidders.

DF&CA, intends to invite tenders for purchase of approx. 2,04,000 Quintal Chana Dal in (July 2025 to September 2025) for the Government of Jharkhand's PDS (Mukhyamantri Dal Vitran Yojana). Applications are invited from bidders who are interested in participating in the reverse e-auctions. The registration procedure and application formats can be obtained from the website <https://gem.gov.in/> or by downloading and submitting the registration form.

Earnest Money Deposit at the time of deposit in the shape of Bank Guarantee/Demand Draft (valid till 3 months) in favour of Director, Directorate of Food & Consumer Affairs, Government of Jharkhand.

### 3. SCOPE OF WORK

- 3.1. The DF&CA being the appointed agency for procurement of Chana Dal, under this scheme will select a supplier for the purchase of Chana Dal using reverse e-auction platform.
- 3.2. After this, the execution of agreement with selected Bidder, monitoring of procurement and distribution of Chana Dal will be done by DF&CA, Ranchi.
- 3.3. District Supply Officer shall issue the purchase order/ Indent as per requirement of that particular district directly to the successful bidder within a month and further for each month till the agreement period / termination of the agreement, whichever is earlier.



- 3.4. Jharkhand State Food and Civil Supplies Corporation Limited, Ranchi will execute the work related to the receipt, storage and dispatch through Door Step Delivery of Chana Dal provided by the bidder.
- 3.5. The monthly requirement of Chana Dal under PDS is approximately 68000 Quintal (**ANNEXURE-2**), which has to be supplied to the designated godowns of JSF&CSCL. The list of godowns/points is at **ANNEXURE-8**.
- 3.6. Reverse e-Auction will be held for procurement for Chana Dal, and the payment for the supply of Chana Dal will be released by the office of DF&CA on submission of bills as per prescribed procedure within Ten (10) working days.
- 3.7. For any changes or updates please check <https://gem.gov.in/> and department website <https://www.jharkhand.gov.in/food> regularly.

#### **4. INVITATION FOR BIDS**

DF&CA, invites bids from interested bidders for the supply of 01 (one) kg Chana Dal packets in 50 (fifty) kg secondary package to such designated godowns situated in different blocks/districts within the territorial jurisdiction of Jharkhand as may be notified / communicated by DF&CA / DSO.

Online Bidding is conducted through <https://gem.gov.in/>

#### **5. TERMS & CONDITIONS FOR SUPPLY OF CHANA DAL.**

##### **5.1. ELIGIBILITY CRITERIA FOR BIDDERS**

Proprietor/ Partnership firm / Registered Company / Co-operative Society / Processor/ Supplier/ Producer/ Miller are entitled to participate in the electronic platform of the exchange. If Bidder is not a Manufacturing Firm/Miller, they should have :-

- i. They should have proper authorization from the Miller.
- ii. They should have legal agreement with the Miller.



The Miller should have valid pulses/ foodgrains factory licence, import licence (if applicable), GST registration issued by concerned authority. The applicant should also comply with the stock limit license as regulated by the respective state government from where the applicant belongs to.

Miller need to submit Manufacturing valid documents.

- a. The required annual turnover of the bidder, shall not be less than **Rs. 50 crores (Rupees Fifty Crores)** in every year, as reflected in the audited balance sheet, during the previous any three continuous financial years (i.e. F Y 2021-22, 2022-23, 2023-24 and 2024-25).
- b. The bidder will have to produce an audited copy of balance sheet and profit & loss accounts duly certified by a Chartered Accountant for the three (3) consecutive financial years (i.e. F Y 2021-22, 2022-23, 2023-24 and 2024-25).
- c. Income Tax Return of the three (3) continuous financial years (i.e. F Y 2021-22, 2022-23, 2023-24 and 2024-25) is required to be submitted by the bidder.
- d. A self-attested copy of GST registration certificate should be submitted by the Bidder.
- e. A **notarized** self-declaration on a non-judicial stamp of Rs.500/- stating that the bidder has extensive experience in this field and a good reputation in the market, and is not barred or blacklisted by any State or Central Government department or office, or offices of any Board, or any other local authority, for any period of time.
- f. According to the Food Safety and Standards Act, the bidder or its manufacturer must have an updated FSSAI licence/certificate and should submit an attached copy of the updated licence/certificate.
- g. ISO certificate for food safety and environment management should be submitted by the bidder.
- h. The participant has to produce the self certified and legible copies as the case may be as follows.
  - i. If the participant is a partnership firm then copy of partnership deed.
  - ii. If it is co-operative society then it's copy of constitution and Registration number.
  - iii. If it is registered company then it's copy of memorandum and Article of association along with incorporation certificate.





- iv. If Bidder is registered as micro, small and medium scale industries in Jharkhand, then a certified copy of registration certificate.
- v. Factory License wherever required.
- i. Millers having production unit in any State shall have sufficient milling capacity i.e. **230 M.T/Day** or above and also need to provide FSSAI/Factory Licence.
- j. The bidder must have minimum experience of (03) three years in the similar field which is supply of food-grain / pulses. In support of experience criteria bidder shall furnish and upload self-attested copies of work order/contract/agreement issued by the state or central government. Minimum experience of 10000 MT supply of Chana Dal in any State or Central Government organization.

**Note:** In the case of Jharkhand MSME, relaxation will be provided in accordance with the extant Jharkhand Procurement Policy.

## 5.2. PRICE:

- 5.2.1. Bidder will have to fill-up the rates in unit in Metric method i.e. in Quintal only.
- 5.2.2. The rates offered include all government duties, expenses such as transportation, transit losses, insurance, packing articles (gunny bags, etc.), and packing charges, among other things, plus applicable GST.
- 5.2.3. Bidder will have to quote the rates for the Chana Dal as per specification mentioned in **ANNEXURE-4 & ANNEXURE-5**.
- 5.2.4. The prescribed packing material and packing weight, etc. As per **ANNEXURE-3**.

## 5.3. PURCHASE QUANTITY:

The DF&CA, will purchase of approx. 2,04,000 Quintal Chana Dal in 2<sup>nd</sup> quarter (July 2025 to September 2025), (68000 Quintal Chana Dal per month) under PDS Mukhyamantri Dal Vitran Yojana.

## 5.4. VALIDITY/ LEGALITY:

The bids of all bidders, who have participated in the bidding, will remain valid for the minimum period of three (3) months from the date of closing of bidding.



23

## 5.5. EARNEST MONEY DEPOSIT (EMD)

- 5.5.1 The registered bidders need to submit 2% (Two percent) of the quoted bid value as Earnest Money Deposit (EMD) of Rs. 3,30,50,000/- (Rupees Three Crore Thirty Lakh Fifty Thousand Only) as per bid details in the form of Bank Guarantee / Demand Draft issued from any nationalized bank / scheduled bank in the name of " Director, Directorate of Food and Consumer Affairs, Jharkhand Ranchi " in the office of Directorate of Food and Consumer Affairs, Jharkhand, Ranchi, 3<sup>rd</sup> Floor, JSFC Bhawan, Kadru, Ranchi – 834002 only after but within 03 working days from last date of submission of bid documents"
- 5.5.2. The successful bidder upon receipt of communication regarding acceptance of bid by the Directorate of Food and Consumer Affairs shall arrange to submit an amount equivalent to 5% (five per cent) of the value of the order as Security Deposit (ePBG) within 10 days from the date of declaration of e-Bid as Bank Guarantee (valid for one year) in favor of "Director, Directorate of Food and Consumer Affairs, Jharkhand Ranchi ".
- 5.5.3. EMD of the lowest bidder (L1) will be blocked by the DF&CA till the security deposit. Once the bidder submits the security deposit the EMD will be released.
- 5.5.4. EMD of the unsuccessful bidder(s) including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by of DF&CA on the withdrawal request made by the bidder after the agreement with (L1) bidder.
- 5.5.5. If the successful bidder fails to supply the entire ordered quantity as per the prescribed quality at designated centers, Security Deposit shall stand forfeited and the supplier will be blacklisted.
- 5.5.6. In case, if the bidder fails to complete the delivery of goods in time (including the late delivery period) and as per the terms and conditions of the tender document, the DF&CA reserves the right,
- To cancel the order for the quantity not supplied by the bidder and
  - Bidders will be blacklisted.
  - Security Deposit of the bidder will be forfeited as per terms & conditions.



320  
5.5.7. Security Deposit furnished by the qualified bidders will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of the contract.

**5.6. RIGHTS OF DIRECTORATE OF FOOD & CONSUMER AFFAIRS:-**

The Directorate of Food & Consumer Affairs, Govt. of Jharkhand reserves the right, without giving any reason, to accept or to reject all or any bid including the lowest bid.

**5.7. TRANSIT RISK:-**

The bidder is bound to send the goods of prescribed specification at the prescribed Centers/ JSF&CSCL Godowns at his own risk and cost. The transportation cost and the transit risk shall be borne by the bidder.

**5.8. AGREEMENT AND WORK ORDERS FOR SUPPLY OF CHANA DAL:-**

- 5.8.1. The lowest bidder will be declared as the successful bidder by the DF&CA and has to sign the agreement within 7 (Seven) working days.
- 5.8.2. The execution of agreement with selected Bidder will be done by the DF&CA, Ranchi.
- 5.8.3. The supplier is required to enter into an agreement on Rs 1000/- e-stamp paper with DF&CA to fulfill the contractual obligations as specified by the DF&CA. The draft format of agreement is furnished vide ANNEXURE-6. Only winning bidders are required to enter in agreement with DF&CA.
- 5.8.4. Agreement not accompanied by document/proof or with any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions.
- 5.8.5. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of this contract.
- 5.8.6. Non execution of agreement within seven days will amount to forfeiture of EMD (Earnest Money Deposit) deposited along with blacklisting from participating in the subsequent e-auctions for a period of three years.



5.8.7. District Supply Officer shall issue the purchase order/ Indent as per requirement of that particular district directly to the successful bidder within a month and further for each month till the agreement period / termination of the agreement whichever is earlier.

5.8.8. DSO does not guarantee the minimum quantity, which will be ordered. DSO reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified bidder is bound to supply the ordered quantity at the designated JSF&CSCL godowns spread across the concerned district.

#### 5.9. DELIVERY OF CHANA DAL

5.9.1. The successful bidders should take adequate precautions to prevent damage or deterioration to Chana Dal during storage/ transportation.

5.9.2. The successful suppliers should deliver at his cost the Chana Dal to the designated JSF&CSCL Godowns/storage place as per the purchase order / indent issued by DSO.

5.9.3. The Bidder has to deliver the goods of specified quality in prescribed packing with a net weight of 1kg poly packing and 50 kg secondary packing.

5.9.4. To ensure the timely supply of Chana Dal, short listed supplier will be given the godown wise monthly Chana Dal requirement along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also, the supply of Chana Dal shall be completed as per the below schedule:

##### Month Wise

Sl. No.	Procurement for the month of	Delivery Cycle
1	July 2025 – September 2025	To ensure the timely supply of Chana Dal short listed bidder will be given the monthly requirement of Chana Dal block wise along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also the monthly supply of Chana Dal shall be completed within 30 days from issue of work order. Such details namely quantity, delivery location etc. will be indicated in the work order by Directorate of Food and Consumer Affairs / District Supply Office.

Such details namely quantity, delivery location etc. will be indicated in the monthly work order by DF&CA / DSO.



- 318
- 5.9.5. in case of non-supply of the fixed quantity within the stipulated time under the supply order for the quantity not supplied within the stipulated time a penalty will be imposed in the second party as per mentioned penalty clause 5.15.6.
- 5.9.6. In case the quantity as per prescribed quality under the supply order is not supplied, It must be get replaced within 07 (seven) days with the prescribed quality. If not done so a penalty will be imposed in the second party as as per mentioned penalty clause 5.15.7.
- 5.9.7. Quantities supplied in excess of the quantity specified in the purchase order will not be paid for. Supply of required quantity should be as indented by the DF&CA. DF&CA at his sole discretion may place Purchase orders/indents by Online/ FAX/ LETTER/ E-MAIL, pending execution of agreement. The successful qualified bidder is bound to honor such indents and shall arrange to supply requisite quantity of Chana Dal to the designated locations.
- 5.9.8. The stock of goods will be unloaded from the vehicle by the supplier and stacking will be arranged in such a manner that, the samples can be obtained from each and every bag easily.
- 5.9.9. Consignment will be unloaded at the designated JSF&CSCL godowns during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the Assistant Godown Manager will verify the documents. On confirming the authenticity of the consignment and after being satisfied with the quality of Chana dal, direct the representative of the bidder to arrange for recording the gross weight of the consignment on an weighbridge before unloading.
- 5.9.10. After unloading, the tare weight of the truck is recorded on the same weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice/ delivery challan, and weighbridge receipts at the unloading point shall be handed over to the Assistant Godown Manager of JSF&CSC LTD.
- 5.9.11. If the bidder fails to supply in the stipulated time period for any administrative reason, The Director (Directorate of Food & Consumer



317

Affairs, Govt. of Jharkhand) reserves the right to grant any extension with or without penalty.

- 5.9.12. Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of security deposit and other penalty measures.
- 5.9.13. At any stage of supplies under the scheme, if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified bidder will be called upon to replace the same. In the event of qualified bidder failing to replace the rejected stocks within seven (07) days from the date of intimation of rejection of stocks, the security Deposit and EMD (Earnest Money Deposit) furnished by the qualified bidder shall be forfeited and action under the existing laws will be initiated to recover such losses.

#### 5.10. SPECIAL CHECKING

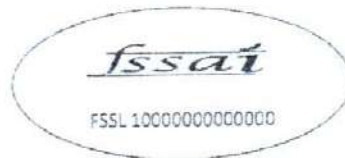
- 5.10.1. The appointed representative of DF&CA may take the samples at the milling unit/ factory site / Godowns / Stocking yard/ FPS Shop's for quality checking of the goods as per specifications prescribed by DF&CA and carry out due diligence of quality inspection.
- 5.10.2. Once the samples of the goods are found as per the quality parameters, the goods will be accepted. If the goods are not found as per the prescribed quality parameters, the goods will be rejected and the rejection charge will be recovered at Rs.1,00,000/- (One lakh) per Batch.
- 5.10.3. In case of stock getting rejected in cross verification, the bidder shall replace the stock within 7 working days from the date of the quality analysis report of DF&CA. In case of failure, a penalty of 5% of the purchase value shall be recovered.

#### 5.11. PACKING

- 5.11.1. The bidder shall supply the Chana Dal packed in 1kg. net weight in the new bags in packing mentioned in the tender document with marking as prescribed in **ANNEXURE-3** of the tender document.

5.11.2. Chana Dal is to be delivered by the bidder in 1kg weight poly packing 50 kg secondary packing. The quality of the packing will be as per BIS-IS 14887:2006.

5.11.3. Each Packet should have such QR Code as decided by the DF&CA, Batch no and FSSAI licence number.



5.11.4. Each bag should be machine stitched with **white** thread. There should not be any other marking other than the bidder's logo, vegetarian logo, and other detail as mentioned in the tender documents.

5.11.5. As per the format given by DF&CA, the bidder has to print barcode on each 1 kg bag of Chana dal and 50 kg secondary package.

5.11.6. The bidder must have printed Batch no. on 1 kg pouch packing. Batch no. should be unique.

5.11.7. The bidder will provide 01 (one) kg Chana dal packets in 50 (fifty) kg package in the godown, which will be mandatory to have such **QR Code** that has been approved by the DF&CA, and that can be accessed and scanned through the department's portal.

5.11.8. Supply of Chana Dal in such bags or printing which does not contain the prescribed mandatory details will not be accepted.

## 5.12. QUALITY

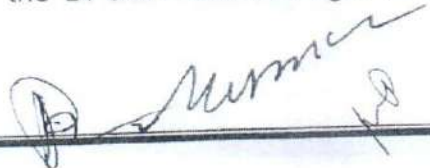
Quality specifications prescribed for Chana Dal (**ANNEXURE-4 & ANNEXURE-5**) are to be followed by the bidder strictly.

## 5.13. SAMPLING

5.13.1. The appointed representative of the JSF&CSCL/DSO may take block wise / Batch wise sample or samples from PDS shops on random basis for quality checking of the goods as per specifications prescribed by DF&CA and carry out due diligence of quality inspection.



- 5.13.2. It will be mandatory for the bidder of Chana Dal to be registered with FSSAI and the license number of FSSAI should be recorded on the packet of Chana Dal supplied. The samples will be sent to NABL accredited laboratory for testing, following the procedure as prescribed, to ensure the quality of the Chana dal supplied by the bidder.
- 5.13.3. **NABL** Accredited Laboratory Test should be done on the basis of sample taken from block Godowns / PDS.
- 5.13.4. All the expenses for test reports of samples conducted by NABL Accredited Lab shall be borne by the Bidder.
- 5.13.5. On arrival of goods the AGM,JSF&CSCL will verify the documents and unload the truck after confirming the authenticity of the consignment, will draw a sample for cross-verification.
- 5.13.6. The bags should be stacked in such a manner that, each bag gets representation for inclusion in the representative sample and the sample can be drawn easily from the upper, middle, and lower parts of the stack at the time of unloading, the representative of DSO/JSF&CSCL may take the sample and DSO will send it for testing in **NABL** accredited laboratory.
- 5.13.7. **(Parakhi) draw Sampling**
- Samples from the upper level, Middle Level, and bottom level of the stack will be drawn. For this, the IS 14818:2000 procedure will be followed. At least 3 to 4 packets of 1 Kg Chana Dal. the weight of representative samples will be collected as per requirement.
- 5.13.8. Bidders should give an assurance that if any complaint is received from end users regarding quality, the same will have to be resolved as per the decision of DF&CA.
- 5.13.9. The NABL accredited lab analysis report is considered final.
- 5.13.10. DF&CA has the right to do resampling of commodity and can take action based on reports/ test results.
- 5.13.11. If the DF&CA suo moto or on receipt of the complaint about the poor quality, the DF&CA reserves right to do resampling of the commodity





314

already accepted by the DF&CA. Notwithstanding anything contained DF&CA at any point of time has the absolute authority to draw a sample, either suo moto or on the complaint received in this regard and the sample, either can be tested on its own, without informing to the authorized person of the bidder. However if the result of such a sample report turned out vastly different than the earlier reports, the DF&CA reserves the right to blacklist the bidder, all persons connected with it, authorized representatives, and persons concerned with such authorized representative after giving them an opportunity of being heard."

- 5.13.12. If the result of the NABL Accredited Lab differs, the bidder must replace the stock within seven (7) working days of being notified, or within the days determined by the DF&CA. DF&CA office has the right to levy a penalty. DF&CA Office, will impose a **5% penalty** on the value of replaced goods. However, DF&CA has the sole authority to increase the penalty rate. DF&CA, has the authority to levy penalties on both replaced and distributed stock from the respective lot, as well as stock from Godowns.

#### 5.14. PAYMENTS

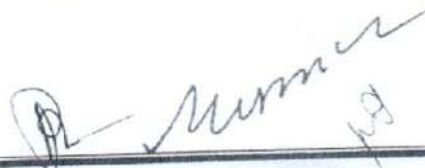
- 5.14.1. In the light of resolution no.- 2495 dated:22-08-2023 of the Department of Food Public Distribution and Consumer Affairs, Jharkhand, Ranchi, the process of purchasing of Chana Dal through tender and payment against it will be done by the Director, Directorate of Food and Consumer Affairs, Jharkhand.
- 5.14.2. The Amount for payment of bills for Chana Dal supplied on the basis of open tender shall be made available to the Director, Directorate of Food and Consumer Affairs, Jharkhand.
- 5.14.3. Payment will be made for every successful completion of supply/ order and after receiving satisfactory final test report from NABL accredited laboratory by DF&CA within Ten (10) working days from the receipt of the bills.
- 5.14.4. The supplier will present the District wise bill to the DF&CA office, along with goods receipt issued by the authorized representative of the Jharkhand State Food & Civil Supplies Corporation Limited (JSF&CSCL).

- 5.14.5. Payment to the bidder will be made by DF&CA Office, within Ten (10) working days from the date of submission of the bill and receipt of test sampled report from NABL accredited Laboratory to the DF&CA office, through Electronic Fund Transfer to the respective Bank Account of the bidder.
- 5.14.6. DF&CA will not be responsible in case of late payment against bills received in respect of goods delivered.
- 5.14.7. Only an Authorized Representative should deal with the Director, DF&CA in respect of payments.

#### 5.15. PENALTY

The supplier will supply order quantity of prescribed quality of Chana Dal at designated JSF&CSCL Godowns. However, in case, if the supplier fails to complete the delivery of goods in time (including the late delivery period) and as per the terms and conditions of the tender document, DF&CA reserve the right,

- 5.15.1. To cancel the order for the quantity not supplied by the supplier and take an initiative, through **GeM Platform** to purchase the stock, not delivered by the supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in next e-auction by the lowest successful bidder from SD and outstanding payable to bidders and Bidder will be blacklisted.
- 5.15.2. In case of stock getting rejected in cross verification, the bidder shall replace the stock within stipulated time from the date of the quality analysis report of Govt. recommended NABL Accredited Lab. In case of failure, a penalty of 5% of the purchase value shall be recovered. DF&CA shall issue a show-cause notice to the supplier asking for an explanation for the rejection of stock. In case the bidder fails to replace the stock, the contract of the bidder shall be canceled and SD shall be forfeited. Whenever any lot is rejected, Rs.100000/- (Rupees One Lac Only) per Batch shall be recovered for quality analysis report and Rs.10000/- (Rupees Ten Thousand Only) per Quintal as a penalty by the DIRECTORATE OF FOOD & CONSUMER AFFAIRS, GOVT. OF JHARKHAND.





- 32
- 5.15.3. In case during a contract, if 3 lots of the supplier are rejected, the supplier shall be blacklisted and debarred from participation in further contracts.
- 5.15.4. In case of an urgent requirement, DF&CA reserves the right to grant an extension of time with or without penalty subject to the condition that supply would be completed during such extended period. Failure to supply the goods during such an extended period will amount to a violation of the terms and conditions of the contract and will result in termination of the contract leading to the application of penal provisions against such bidder as mentioned in (1), (2) and (3) above.
- 5.15.5. DF&CA will not be liable for any risk and cost, whatsoever, consequent upon such cancellation of the contract.
- 5.15.6. In case of non-supply of the fixed quantity within the stipulated time under the supply order for the quantity not supplied within the stipulated time a penalty will be imposed in the second party as follow :-

SI No.	Time Period beyond the stipulated time under the supply order	Penalty
1	Upto 15 <sup>th</sup> days	2% of the total price of the quantity not supplied.
2	16 <sup>th</sup> to 30 <sup>th</sup> days	4% of the total price of the quantity not supplied.
3	beyond 30 days	10% of the total price of the quantity not supplied.

- 5.15.7. In case the quantity as per prescribed quality under the supply order is not supplied, It must be get replaced within 07 (seven) days with the prescribed quality. If not done so a penalty will be imposed in the second party as follow:-

SI No.	Time Period after 07 days (Prescribed period for replacement)	Penalty
1	Upto 15 <sup>th</sup> days	2% of the total price of the unaccepted quantity.
2	16 <sup>th</sup> to 30 <sup>th</sup> days	4% of the total price of the unaccepted quantity.
3	beyond 30 days	10% of the total price of the unaccepted quantity.



- 211
- 5.15.8. If the bidder fails to supply more than 50% of the ordered quantity, within the stipulated delivery schedule, he will be declared as a defaulter and the security deposit of the bidder will be forfeited. DF&CA will also recover differential amount on quantity not supplied by the bidder, and DF&CA purchases the same quantity from alternative sources.
- 5.15.9. If the supplier fails to supply less than 50% of the ordered quantity within the stipulated delivery (Max. extension upto 10 days) schedule, the **proportionate** security deposit of the bidder will be forfeited. DF&CA will also recover differential amount on quantity not supplied by the bidder and DF&CA purchases the same quantity from alternative sources.

## 6. FORCE MAJEURE

- 6.1 For purpose of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include but are not limited to acts of the Buyer (DF&CA) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 6.2 If a Force Majeure situation arises, the Supplier shall promptly notify DF&CA in writing of such conditions and the Cause thereof. Unless otherwise directed by DF&CA in writing, the Supplier 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. However, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of and an event of Force Majeure.

## 7. CANCELLATION OF AGREEMENT

- 7.1. The supplier, if breaches any condition or clause of the agreement and instructions issued from time to time, DF&CA is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such breach of the agreement.
- 7.2. If the Government scheme is closed, due to any decision of the State/Central Government or any amendment and the proceedings of purchase are stopped by DF&CA then the agreement will automatically come to an end for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against DF&CA.



## 8. TERMINATION FOR INSOLVENCY

Directorate of Food & Consumer Affairs (DF&CA) may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Directorate of Food & Consumer Affairs.

## 9. INSURANCE

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. For delivery of goods at final destinations, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on an "All Risks" basis including War Risks and Strikes. Costs of insurance will be included in the bid price mentioned in the financial bid.

## 10. DISPUTE

- 10.1. The Buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation then either the Buyer or the Supplier may file an appeal before ACS/Pr. Secy. / Secretary, Department of Food, Public Distribution and Consumer Affairs, Government of Jharkhand and his decision shall be final and binding on all the parties.

## 11. JURISDICTION

- 11.1. The Contract shall be interpreted in accordance with the laws of the Union of India.
- 11.2. In case of a legal dispute the jurisdiction for its settlement will be that of a Court of Law having Jurisdiction at Ranchi, Jharkhand.

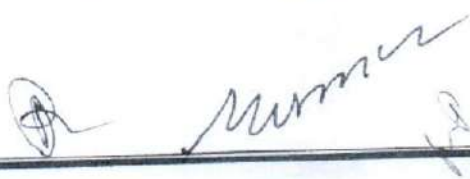


**12. AWARD OF CONTRACT AND PERFORMANCE SECURITY**

1. The Purchaser reserves the right to accept or reject any or all the tenders and to cancel the bidding process as well as to reject all quotations at any time prior to the award of the contract with reasons to be recorded in writing.
2. The Purchaser shall inform about the award of the contract to the bidder (s) whose tender the Purchaser accepts. The terms and conditions of the accepted offer shall be incorporated in the purchase order.
3. The Purchaser reserves the right to reject any unreasonable rate without assigning any reason thereof.
4. The successful bidder (s) should deposit a performance security of @5% of the total value of their work order in form of DD or Banker's Cheque or FDR or bank guarantee in favor of Director, Directorate of Food & Consumer Affairs, Govt. of Jharkhand payable at Ranchi, within seven days after signing of Contract
5. Agreement with the purchaser. The performance security will be released only after the successful completion of the contract/ Work order.
6. The EMD of successful bidder (s) (Who has awarded the work order for supply) will be released only after depositing the required performance security as per terms and condition.
7. The Successful Bidder should have to complete their works within the stipulated time as mentioned in the work order.
8. The purchaser (Procuring Entity) reserves the right to split the contract quantity between the eligible L1, L2, and L3 bidders on approved L1 rates as per the guideline of CVC i.e. in the ratio of 50:30:20. If L2 and / or L3 agrees to supply at the approved L1 rate. In case L2 and L3 bidder refuses to match the L1 rate the proportional amount shall be allotted to L1 only.

**13. INTIMATION TO THE SUCCESSFUL BIDDER**

1. The lowest bidder of online bidding will be declared a successful bidder by the DF&CA within 07 (Seven) working days.



- 308
2. The Chana Dal will be delivered within the stipulated delivery schedule mentioned in the purchase order by the DF&CA / DSO

#### **14. DOCUMENTS CONSTITUTING CONTRACT**

The following document shall constitute the contract between the Seller and Buyer

1. The Invitation of Bids.
2. The terms and conditions of the bidding.
3. Bid of the Successful bidder.

Letter/e-mail confirmation/acceptance issued by DF&CA to the successful bidder along with any amendment issued prior to signing of Contract.



207

**ANNEXURE-1**

SELF-DECLARATION – NO BLACKLISTING

(On Rs.500 Stamp paper)

Location: .....

Date: \_ / \_ / \_

From:

[Name of Participating Agency with Complete Address of Communication]

To:

**Director,**

Directorate of Food and Consumer Affairs

4th Floor, JSFC Bhavan,

Kadru Main Road, Ranchi-834002, Jharkhand

Phone No.: 0651-2400968

E-mail ID: [directorfood18@gmail.com](mailto:directorfood18@gmail.com)

**Subject:** Self-Declaration – No Blacklisting.

Dear Sir,

I/ We hereby declare that presently our Company/ firm .....  
is having unblemished record and is not declared ineligible for corrupt & fraudulent  
practices either indefinitely or for a particular period of time by any State/ Central  
Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm .....  
has extensive experience in this field and good reputation in market and is not barred  
or blacklisted and not declared ineligible for reasons other than corrupt & fraudulent  
practices by any State or Central Government department or office, or offices of any

Board, or any other local authority, for any period of time as on the date of Bid Submission.

Thanking you,

Yours faithfully,

.....  
Authorized Signatory  
[Signature with Date and Seal]

Name and Title of the .....  
Signatory.

Name of the Company .....  
with complete Address

*R. Kumar* *for* *for*



# ANNEXURE-2

SL No.	District Name	Total NFSA Family	Total JSFSS Family	Total Family (NFSA+JSFSS)	Estimated Supply Quantity (In Quintals )
1	2	3	4	5 (3+4)	6
1	Bokaro	329476	51162	380638	3806.38
2	Chatra	190830	37385	228215	2282.15
3	Deoghar	235988	38806	274794	2747.94
4	Dhanbad	435388	64708	500096	5000.96
5	Dumka	261903	35344	297247	2972.47
6	E-Singhbhum	417219	61322	478541	4785.41
7	Garhwa	254802	40904	295706	2957.06
8	Giridih	423156	36713	459869	4598.69
9	Godda	238694	35529	274223	2742.23
10	Gumla	168360	29433	197793	1977.93
11	Hazaribag	322449	37156	359605	3596.05
12	Jamtara	152545	22907	175452	1754.52
13	Khunti	106571	12310	118881	1188.81
14	Koderma	110359	21905	132264	1322.64
15	Latehar	138647	16271	154918	1549.18
16	Lohardaga	96646	13481	110127	1101.27
17	Pakur	181280	27286	208566	2085.66
18	Palamu	412434	38286	450720	4507.2
19	Ramgarh	128780	19655	148435	1484.35
20	Ranchi	516384	78810	595194	5951.94
21	Sahebganj	204560	33518	238078	2380.78
22	Saraikela-kharsawan	216889	23025	239914	2399.14
23	Simdega	122961	7919	130880	1308.8
24	W- Singhbhum	339635	31352	370987	3709.87
<b>Grand Total</b>		<b>6005956</b>	<b>815187</b>	<b>6821143</b>	<b>68211.43</b>

### ANNEXURE-3

Directorate of Food & Consumer Affairs,  
Govt. of Jharkhand

#### (Packing Details)

For distribution of Chana dal under public distribution system (PDS)

#### **PACKING DETAILS for Chana-Dal:**

1. Packing will be done in minimum 220 to 230 gauges H.D.P.E. films, 60 microns Poly-pouch in Food Grade Packing.
2. The colour of Poly-pouch film should be kept Transparent.
3. The Chana -Dal stock should be packed in 50 kg net secondary packing (HDPE Woven sack bag). The quality of the packing will be as per BIS-IS 14887:2006 and during the transportation it should not get opened and torned while delivery of stock to the respective godowns of Directorate of Food & Consumer Affairs, Govt. of Jharkhand.
4. Two to three colour printing should be done on packing material of 1 kg Poly-pouch.
5. Packing date, batch number, and best before date or any other requirements be shown on 1 Kg packing material. Implementation of Standard food packaging Acts must be complied on 1 Kg packing material. Moreover if possible then how much calorie is also to be shown on packing.
6. "Chana-Dal" Not for Open Market Sale.





Details of printing are as follows:-

Details to be printed on 1 kg. Packing. (FRONT SIDE)



झारखण्ड सरकार

स्वास्थ्य, सार्वजनिक वितरण एवं उपभोक्ता मामले विभाग

द्वारा

राष्ट्रीय खाद्य सुरक्षा अधिनियम, 2013 एवं झारखण्ड राज्य खाद्य सुरक्षा अधिनियम, 2013 के अन्तर्गत अनामकित सभी परिणामों को प्रति नमूना 01 (एक) किलोग्राम

चना दाल

01 (एक) किलोग्राम चना दाल मुफ्त में वितरण हेतु।

लाभुक चना दाल पैकेट प्राप्त के साथ पावती रसीद प्राप्त करें।

किसी भी शिकायत के लिए लाभुक टॉल-फ्री नम्बर-1967 अथवा 1800-212-5512 पर सम्पर्क कर सकते हैं।

— वैधानिक चेतावनी —

यह चना दाल का पैकेट खुले बाजार में बिक्री के लिए नहीं है।

कुल मात्रा

आपूर्तिकर्ता का पता :

1 किलोग्राम X 50 पैकेट = 50 किलोग्राम

(यह ब्रांडेड उत्पाद नहीं है)

**fssai**

Lic. No. ....

### BACK SIDE

पोषक तत्वों की मात्रा  
(चना दाल लगभग प्रति 100 ग्राम)

विवरण	मात्रा
प्रोटीन	
फैट	
डायरेक्ट फायबर	
कार्बोहाइड्रेट	
एनर्जी	

पैकिंग स्थल :

**fssai**

Lic. No.



शुद्धवजन : 1.000 कि०ग्रा०

बैच नं० :

पैकिंग तारीख :

पैकिंग तारीख से 3 महीने के अन्दर उपयोग में लावें।  
ठंडी, सूखी और कीट-मुक्त स्थान पर स्टोर करें।



आपूर्तिकर्ता का पता :

.....

(यह ब्रांडेड उत्पाद नहीं है)

**fssai**

Lic. No. ....

302  
Details to be printed on 50 kg. HDPE Bag.



झारखण्ड सरकार

ख़ाद्य, सार्वजनिक वितरण एवं उपभोक्ता मामले विभाग

द्वारा

मुख्यमंत्री दाल वितरण योजना

अन्तर्गत

01 (एक) किलोग्राम चना दाल मुग़त में वितरण हेतु

किसी भी शिकायत के लिए टॉल-फ्री नम्बर-1967 अथवा 1800-212-6612 पर सम्पर्क कर सकते हैं।

—: वैधानिक चेतावनी :-

यह चना दाल का पैकेट खुले बाज़ार में बिक्री के लिए नहीं है।

कुल मात्रा

1 किलोग्राम X 50 पैकेट = 50 किलोग्राम

आपूर्तिकर्ता का पता :

(यह ब्रांडेड उत्पाद नहीं है)

*fssai*

Lic. No. ....



# ANNEXURE-4

For purchase of pulses  
Quality specifications for purchase of  
Chana Dal  
(Sortex Quality)

Grade Designation: Directorate of Food & Consumer Affairs, Govt. of Jharkhand

## PURCHASE SPECIFICATION

Sl. No.	Parameters	Specification % Max
1	Foreign Matter/ Extraneous matters% Max. (Overall 1.A+1.B+1.C% Max)	0.50
	1.A Mineral Matter/ Inorganic foreign Matter % Max.	0.25
	1.B Organic foreign Matter % Max.	0.20
	1.C Impurities of Animal origins % Max.	0.10
2	Admixture of edible grains/ pulses % Max.	0.50
3	Sum of Weevilled & Damaged Grains % Max. (Overall 3.A+3.B % Max)	1.00
	3.A Weevilled grains % Max.	1.00
	3.B Damaged Grains % Max.	0.50
4	Discoloured Grains % Max.	2.00
5	Sum of Immature/ Shrivelled/ Slightly Touched Pulses/ Slightly damaged / & Broken / fragments / Wrinkle % Max. (Overall 5.A+5.B+5.C% Max)	6.00
	5.A Immature & Shrivelled % Max.	1.00
	5.B Slightly Touched or Slightly damaged Pulses %Max.	5.00
	5.C Broken / fragments / Wrinkle % Max.	2.00
6	Partially Husked splits and whole(Both un-husked and husked ) % Max.	9.00
7	Green grains % Max.	1.00
8	Moisture % Max.	12.00
9	Khesari	Free From Khesari in any Form
10	Added colouring matter	Absent
11	Sieve test: on sieving % retain between 6mm to 4mm sieves	85% or more than 85%
12	Uric Acid	100 mg/kg

## ANNEXURE-5

### GENERAL CHARACTERISTICS.

The Red Gram split pulses (husked) shall –

- a. Be the processed splits of mature dried, whole grains of *Cajans Cajan*, syn. *cajanus indicus*;
- b. Be sweet, clean, wholesome, uniform size, shape, colour and in sound merchantable conditions.
- c. Be free from living and dead insects, fungus infestation, deleterious substances, added colouring matter, moulds, obnoxious smell, discolouration.
- d. Be free from rodent hair and excreta.
- e. Be free from toxic or noxious seeds, viz. *Crotolaria* (*Crotolaria* spp.), Corn cockle (*Agrostemma githago* L.), Castor bean (*Ricinus communis* L.), Jimson weed (*Dhatura* spp.), *Argemone mexicana*, Khesari, and other seeds those are commonly recognize as harmful to health.
- f. Uric acid and Aflatoxin shall not exceed 100 mg and 15 micrograms per kilogram respectively.
- g. Have good cooking quality.
- h. In addition to above parameters, it shall also conform to FSSAI, Act, and Rules and Regulation.

**NOTES:** Foreign Matter means any extraneous matter other than food-grains comprising of Inorganic and organic matter.

1. Inorganic consisting of metallic pieces, sand, gravel, dirt, pebbles stones, glass and metallic pieces, lumps of earth clay and mud and animal faith.
2. Organic matter shall include husk, chaff, straw, weed seeds and other inedible grains. Paddy shall be considered as foreign matter in commodities other than Paddy.

A. Admixture means any pulses other than principal pulses.

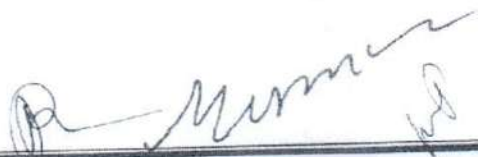


- B. Other edible grains means any edible grains (including oilseeds) other than the one which is under consideration.
- C. Damaged or discoloured pulses are those pulses that are internally damaged or discoloured to such an extent that such damage or discolouration materially affects the quality of the pulses.
- D. Slightly touched pulses are those pulses that are superficially damaged or discoloured, such damage or discolouration not materially affecting the quality of the pulses.
- E. Green Grains are those pulses that are green in colour.
- F. Broken include pieces below  $\frac{3}{4}$  and above  $\frac{1}{4}$  of the full size of the split pulse. Fragments include pieces below  $\frac{1}{4}$  of the full size splits of the same sample.
- G. Weevilled pulses are those pulses that are partially or wholly bored or eaten by weevil or other grain insects.
- H. Partially husked/splits and wholes (both husked and un-husked) include

- 1. Pieces those are partially husked, and
- 2. Wholes whether with husk or without husk.

Partially husked means kernels or pieces of kernels carrying husk on  $\frac{1}{16}^{\text{th}}$  (One sixteenth) or larger portion.

**MOISTURE:** The loss in mass caused as a result of heating for two hours at 130 to 133 °C under specified conditions and expressed as percentage.



298

## ANNEXURE-6

(On non-Judicial stamp of Rs 1000/-with Notarize)  
AGREEMENT FOR PURCHASE OF PDS Chana Dal

This agreement is made on.....2025 between Directorate of Food & Consumer Affairs, Govt. of Jharkhand having its office at Directorate of Food and Consumer Affairs, 3<sup>rd</sup> Floor, JSFC Bhawan, Kadru, Ranchi-834002, Jharkhand which expression shall unless the context otherwise requires includes its administrators assignees) on one part and.....(Name of Supplier along with address), The "Supplier" which expression shall unless the context otherwise require, include its administrators, successors and assignees) on the other part.

**WHEREAS** the Directorate of Food & Consumer Affairs, Govt. of Jharkhand vide Tender Notice/e-Auction....., dated.....has invited tenders for the purchase of Chana Dal.

### Requirement of Chana Dal under PDS.

**AND WHEREAS** the Directorate of Food & Consumer Affairs, Govt. of Jharkhand has accepted the offer made by the supplier for the sale and supply for Chana Dal of ..... Quintal at the rate ..... + GST in (%) ..... offered by the supplier and accepted by the Directorate of Food & Consumer Affairs, Govt. of Jharkhand during the e-Auction/negotiation on the terms and conditions mentioned in the tender documents as under:

### NOW THIS AGREEMENT WITNESSTH AS FOLLOWS

#### 1 Quantity & Delivery Location for the supply of Chana Dal.

- A. The supplier shall deliver Chana Dal to the designated godowns of JSF&CSCL as per the work order by respecting DSO.

Delivery Place/Location	Quantity to be supplied monthly (Approx. In Quintal)



The offered rate are inclusive of all expenses for delivery of the goods in District godown of the Directorate of Food & Consumer Affairs, Govt. of Jharkhand. The Supplier shall deliver the aforesaid quantity of the **Chana Dal** strictly in accordance with the schedule. Delivery of **Chana Dal** will be accepted after the expiry of original schedule for maximum period of 10 working days with the penalty.

B. The Supplier has deposited Rs.....On dated.....  
Towards SECURITY DEPOSIT to (Directorate of Food & Consumer Affairs, Govt. of Jharkhand@ 5% of Total value of goods ordered.

### 1. Delivery of Chana Dal.

- 1.1. The successful bidders should take adequate precautions to prevent damage or deterioration to Chana Dal during storage/ transportation.
- 1.2. The successful suppliers should deliver at his cost the Chana Dal to the designated JSF&CSCL Godowns/storage place as per the purchase order / indent issued by DSO.
- 1.3. The Bidder has to deliver the goods of specified quality in prescribed packing with a net weight of 1kg poly packing and 50 kg secondary packing.
- 1.4. To ensure the timely supply of Chana Dal, short listed supplier will be given the godown wise monthly Chana Dal requirement along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also, the supply of Chana Dal shall be completed as per the below schedule:

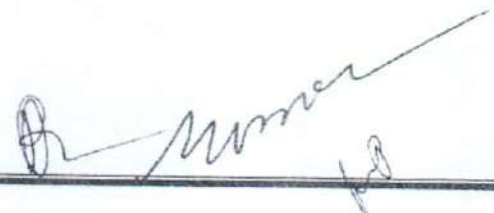
### Month Wise

Sl. No.	Procurement for the month of	Delivery Cycle
1	July 2025 – September 2025	To ensure the timely supply of Chana Dal short listed bidder will be given the monthly requirement of Chana Dal block wise along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also the monthly supply of Chana Dal shall be completed within 30 days from issue of work order. Such details namely quantity, delivery location etc. will be indicated in the work order by Directorate of Food and Consumer Affairs / District Supply Office.

Such details namely quantity, delivery location etc. will be indicated in the monthly work order by DSO.



- 1.5. Quantities supplied in excess of the quantity specified in the purchase order will not be paid for. Supply of required quantity should be as indented by the DSO. DSO at his sole discretion may place Purchase orders/Indents by Online/ FAX/ LETTER/ E-MAIL, pending execution of agreement. The successful qualified bidder is bound to honor such indents and shall arrange to supply requisite quantity of Chana Dal to the designated locations.
- 1.6. The stock of goods will be unloaded from the vehicle by the supplier and stacking will be arranged in such a manner that, the samples can be obtained from each and every bag easily.
- 1.7. Consignment will be unloaded at the designated JSF&CSCL godowns during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the Assistant Godown Manager will verify the documents. On confirming the authenticity of the consignment and after being satisfied with the quality of Chana dal, direct the representative of the bidder to arrange for recording the gross weight of the consignment on an weighbridge before unloading.
- 1.8. After unloading, the tare weight of the truck is recorded on the same weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice/ delivery challan, and weighbridge receipts at the unloading point shall be handed over to the Assistant Godown Manager of JSF&CSC LTD.
- 1.9. If the bidder fails to supply in the stipulated time period for any administrative reason, The Director (Directorate of Food & Consumer Affairs, Govt. of Jharkhand) reserves the right to grant any extension with or without penalty.
- 1.10. Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of security deposit and other penalty measures.
- 1.11. At any stage of supplies under the scheme, if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified bidder will be called upon to replace the same. In the event of qualified bidder failing to replace the rejected stocks within seven (07) days from the date of intimation of rejection of stocks, the security Deposit and EMD (Earnest Money Deposit) furnished by the qualified bidder shall be forfeited and action under the existing laws will be initiated to recover such losses.






2 Transit Risk:

The bidder is bound to send the goods of prescribed specification at the prescribed Centers/ JSF&CSCL Godowns at his own risk and cost. The transportation cost and the transit risk shall be borne by the bidder.

3. Packing & Quality required as per Tender Documents.

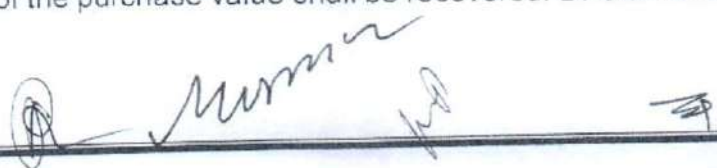
4. Payment

- 4.1. Payment will be made for every successful completion of supply/ order and after receiving satisfactory final test report from NABL accredited laboratory by DF&CA within Ten (10) working days from the receipt of the bills.
- 4.2. The supplier will present the District wise bill to the DF&CA office, along with goods receipt issued by the authorized representative of the Jharkhand State Food & Civil Supplies Corporation Limited (JSF&CSCL).
- 4.3. Payment to the bidder will be made by DF&CA Office, within Ten (10) working days from the date of submission of the bill and receipt of test sampled report from NABL accredited Laboratory to the DF&CA office, through Electronic Fund Transfer to the respective Bank Account of the bidder.
- 4.4. DF&CA will not be responsible in case of late payment against bills received in respect of goods delivered.
- 4.5. Only an Authorized Representative should deal with the Director, DF&CA in respect of payments.

5. PENALTY :

The supplier will supply order quantity of prescribed quality of Chana Dal at designated JSF&CSCL Godowns. However, in case, if the supplier fails to complete the delivery of goods in time (including the late delivery period) and as per the terms and conditions of the tender document, DF&CA reserve the right,

- 5.1. To cancel the order for the quantity not supplied by the supplier and take an initiative, through DF&CA to purchase the stock, not delivered by the supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in next e-auction by the lowest successful bidder from SD and outstanding payable to bidders and Bidder will be blacklisted.
- 5.2. In case of stock getting rejected in cross verification, the bidder shall replace the stock within stipulated time from the date of the quality analysis report of Govt. recommended NABL Accredited Lab. In case of failure, a penalty of 5% of the purchase value shall be recovered. DF&CA shall issue a show-





204  
cause notice to the supplier asking for an explanation for the rejection of stock. In case the bidder fails to replace the stock, the contract of the bidder shall be canceled and SD shall be forfeited. Whenever any lot is rejected, Rs.100000/- (Rupees One Lac Only) per Batch shall be recovered for quality analysis report and Rs.10000/- (Rupees Ten Thousand Only) per Quintal as a penalty by the DIRECTORATE OF FOOD & CONSUMER AFFAIRS, GOVT. OF JHARKHAND.

- 5.3. In case during a contract, if 3 lots of the supplier are rejected, the supplier shall be blacklisted and debarred from participation in further contracts.
- 5.4. In case of an urgent requirement, DF&CA reserves the right to grant an extension of time with or without penalty subject to the condition that supply would be completed during such extended period. Failure to supply the goods during such an extended period will amount to a violation of the terms and conditions of the contract and will result in termination of the contract leading to the application of penal provisions against such bidder as mentioned in (1), (2) and (3) above.
- 5.5. If the supplier fails to supply the goods on account of Force Majeure, the contract for indented quantity stands canceled between the supplier and DF&CA. In such cases DF&CA will purchase the entire quantity by e-auction.
- 5.6. DF&CA will not be liable for any risk and cost, whatsoever, consequent upon such cancellation of the contract.
- 5.7. In case of non-supply of the fixed quantity within the stipulated time under the supply order for the quantity not supplied within the stipulated time a penalty will be imposed in the second party as follow :-

Sl No.	Time Period beyond the stipulated time under the supply order	Penalty
1	Upto 15 <sup>th</sup> days	2% of the total price of the quantity not supplied.
2	16 <sup>th</sup> to 30 <sup>th</sup> days	4% of the total price of the quantity not supplied.
3	beyond 30 days	10% of the total price of the quantity not supplied.

- 5.8. In case the quantity as per prescribed quality under the supply order is not supplied, It must be get replaced within 07 (seven) days with the prescribed quality. If not done so a penalty will be imposed in the second party as follow:-



Sl No.	Time Period after 07 days (Prescribed period for replacement)	Penalty
1	Upto 15 <sup>th</sup> days	2% of the total price of the unaccepted quantity.
2	16 <sup>th</sup> to 30 <sup>th</sup> days	4% of the total price of the unaccepted quantity.
3	beyond 30 days	10% of the total price of the unaccepted quantity.

5.9. If the bidder fails to supply more than 50% of the ordered quantity, within the stipulated delivery schedule, he will be declared as a defaulter and the security deposit of the bidder will be forfeited. DF&CA will also recover differential amount on quantity not supplied by the bidder, and DF&CA purchases the same quantity from alternative sources.

5.10. If the supplier fails to supply less than 50% of the ordered quantity within the stipulated delivery (Max. extension upto 10 days) schedule, the proportionate security deposit of the bidder will be forfeited. DF&CA will also recover differential amount on quantity not supplied by the bidder and DF&CA purchases the same quantity from alternative sources.

#### 6. Fraud & corrupt practices

The tenderers have to observe highest standard of ethics. If it determines that tenderer has directly or indirectly or through an agent engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process through an agent engaged or indulged such tenderer shall not be eligible to participate in any tender issued by Government of Jharkhand or its Board/ DF&CA / Company for such a period Directorate of Food & Consumer Affairs, Govt. of Jharkhand determines.

#### 7. Indemnification

DF&CA reserves the right to recover dues from bidder from any other dues payable to the bidder by Directorate of Food & Consumer Affairs, Govt. of Jharkhand in other transaction also.

#### 8. Termination of Contract:

DF&CA shall be entitled to terminate the contract, if the bidder fails to fulfill any of the terms and conditions of the contract or commits breach of any of the terms and conditions of contract. Such termination of contract will be without prejudice to the right of the Directorate of Food & Consumer Affairs, Govt. of Jharkhand to claim and recover damages from the supplying for committing breach of contract.

9. All terms & condition mentioned in the tender document published wide tender notice no ..... dated ..... is treated as a part of this contract and accordingly binding to both the parties to the contract.

10. **Dispute:**

1. The Buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation then either the Buyer or the Supplier may file an appeal before ACS / Pr. Secy. / Secretary, Department of Food, Public Distribution and Consumer Affairs, Government of Jharkhand and his/her decision shall be final and binding on all the parties.

11. **Jurisdiction:**

1. The Contract shall be interpreted in accordance with the laws of the Union of India.
2. In case of a legal dispute the jurisdiction for its settlement will be that of a Court of Law having Jurisdiction at Ranchi, Jharkhand.

**Any amendment made thereafter in terms & condition made by DF&CA and informed to registered bidders either by DIRECTORATE OF FOOD & CONSUMER AFFAIRS, GOVT. OF JHARKHAND or GeM, will be binding to bidders and same will also be applicable to this contract.**

In witness whereof the parties hereto have set their hands on the day and date herein before mentioned in the presence of:

(Signature)  
Officer (DF&CA)  
Seal

WITNESS:

- 1.
- 2.

Signature of Bidder  
Name: .....  
Seal:

*(Handwritten signature)*



ANNEXURE-7

BANK GUARANTEE FORMAT

To  
.....  
.....  
.....

Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgment of claim:

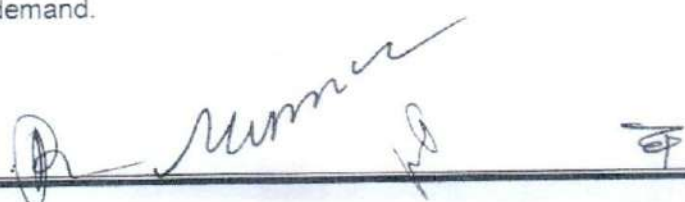
**WHEREAS** ..... son/daughter of ..... (name and address of the supplier)(hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated ..... to supply of Chana Dal (herein after called "the contract").

**AND WHEREAS** it has been stipulated by you in the said ORDER that the Bidder shall furnish you with a Bank Guarantee by a Nationalised Bank recognised by you for the sum specified therein as security for compliance with the Supplier's performance obligations for a period in accordance with the Tender.

**AND WHEREAS** we have agreed to give the Supplier such a bank Guarantee.

**NOW THEREFORE**, we hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of ' ...../- (Rupees ..... Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of ' ...../- (Rupees ..... Only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.



23°  
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

.....  
(Signature of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name and address of the Bank/Branch



## ANNEXURE-8

### District wise details of Godown for delivery of Chana Dal

Sl. No	Name of the District	JSF&CSC Ltd Godown where Chana Dal is to be delivered
1	RANCHI	Kadru 1,2 &3 ( Ranchi), Kanke , Raatu, Chanho, Mandar, Lapung, Burmu, Bero, Namkum, Ormanjhi, Angara, Silli, Bundu, Sonahatu, Tamar
2	KHUNTI	Khunti, Torpa, Murhu, Karra, Erki
3	GUMLA	Sisai,Basia, Chainpur, Bazar Samiti(Gumla), Ghagra, Palkot, Bishunpur, Raidih, Dumri, Kamdara
4	LOHARDAGA	Lohardaga, Kuru, Senha, for Lohardaga Bazar Samiti (Bhandra)
5	SIMDEGA	Bano, Thethaitangar, Kolebira, Jaldega, Simdega, Kurdeg
6	GIRIDIH	Giridih, Gande, Bengabad, Pirtanr, Sariya, Rajdhanwar, Jamua, Deori, Tisri, Gawan, Birni, Bagodar
7	HAZARIBAGH	Bazaar samiti 1,Bazar Samiti 2(HAZARIBAG), Bishungarh, Barhi, Barkagaon, Keredari, Chauparan, Katkamsandi, Ichak
8	RAMGARH	Ramgarh, Gola, Patratu, Mandu
9	CHATRA	Chatra, Simaria, Itkhor, Hunterganj, Pratappur, Tandwa, Lawalaung
10	KODARMA	Kodarma, Satgawan, Jainagar, Markacho
11	PALAMU	Overbridge (Daltonganj), Panki, Bishrampur, Bairiya (Daltonganj), Hariharganj, Chhatarpur, Chainpur, Patan, Padma, Manatu, Hussainabad, Lesliganj
12	LATEHAR	Latehar 1&2,Manika, Chandwa, Balumath, Mahuadanr, Garu, Barwadih, Latehar
13	GARHWA	Garhwa 1&2, Meral, Dhurki, Bhawnathpur, Nagaruntari, Ranka, Bhandaria, Majhiaon, Ramna
14	PURBI SINGHBHUM	Ghatshila, Potka, Patamda, Baharagora, Dhalbhumgarh, Chakulia, Dumaria, Musabani, Burmamines 1&2, Sakchi 1&2 (Jamshedpur)
15	PASHCHIMI SINGHBHUM	Chaibasa, Jhinkpani, Manjhari, Jagannathpur, Noamundi, Sonua, Kumardungi, Majhgaon, Chakradharpur, Goikera, Bandgaon, Manoharpur, Khuntpani, Tonto
16	SARAIKELA-KHARSAWAN	Kuchai, Kharsawan, Ichagarh, Nimdih, Gamharia, Rajnagar, Chandil, Saraikela
17	DHANBAD	Dhansar, Bhaga, Sindri, Baghmara, Topchanchi, Gobindpur,Nirsa, Maithan, Tundi
18	BOKARO	Chas, Bokaro, Chandankiyari, Gumia, Peterwar, Jainmod, Nawadih, Bermo, Kasmar
19	DUMKA	Dumka, Masliya, Sikaripada, Raneswar, Gopikander, Kantikund, Ramgardh, Saryahaat, Jaarmundi, Jama
20	DEOGHAR	Deoghar, Madhupur, Sarath, Sarwan, Palojori, Mohanpur
21	JAMTARA	Jamtara, Narayanpur, Nala, Kundhit
22	SAHEBGANJ	Borio, Udhwa, Rajmahal, Taljhari, Barharwa, Barhait, Mandro, Jharna, Pathna
23	PAKUR	Pakur, Maheshpur, Pakuria, Hiranpur, Littipara, Amrapara
24	GODDA	Godda, Pathargama, Meharna, Poraiyahat, Sudarpahari, Boarjor, Mahagama