

KENDRIYA BHANDAR
CENTRAL GOVERNMENT EMPLOYEES CONSUMER
COOPERATIVE SOCIETY LIMITED, 'E' WING, FIRST FLOOR,
PUSHPA BHAWAN, MADANGIR ROAD, NEW DELHI-110 062

Tel : 011-29955912

No. KB/Grocery/KB Atta/2015

Dated

M/s. _____

**Sub: Tender for supply of Agmark Grade-Standard Chakki Wheat Atta to
Kendriya Bhandar**

Sir,

Sealed tenders are invited for supply of Agmark Grade-Standard Chakki Wheat Atta in 10 kg HDPE packing for sale through branch stores of Kendriya Bhandar. ***The Atta Chakki/Millers based in Delhi/NCR and their authorized distributors shall be eligible for participation in the tender.***

Only four firms (i.e. Atta Chakki/Millers based in Delhi/NCR and their authorized distributors) shall be selected for supply of Agmark Chakki Atta to all the retail stores of Kendriya Bhandar.

For this purpose, the retail stores and Godowns of Kendriya Bhandar shall be divided into four groups/clusters located in an area (list enclosed). Interested firms shall have liberty to submit price bids for one or more cluster, however, only one cluster shall be allotted to one firm. In the event any firm happens to be lowest in two clusters they shall have the option to select one cluster of his choice and the remaining cluster shall be given to next bidder. In case there is a tie then revised quotations shall be invited from those firms (i.e. having quoted same rates).

The tenders shall be submitted in two bids i.e. technical bid and price bid.

Technical Bids : Interested firms shall submit a Security Deposit of Rs.75,000/- in the form of Pay Order/DD or Cash Deposit Receipt of Kendriya Bhandar, Factory Licence of Atta Chakki/Mill, FSSAI Licence, Agmark Licence (valid on the date of tender opening), details of quality control measures and quality certification, if any, Balance sheet of Mill/Atta Chakki for last three years, details of existing customers and other relevant documents in support of their eligibility as per terms and conditions for supply of Agmark Atta

mentioned herein. **In the event of participation by the authorized Distributors on the behalf of Mill/Atta Chakki, an agreement duly executed on a Stamp Paper of Rs.100/- between them confirming compliance of quality, standards and statutory norms including adherence to FSSAI & Legal Metrology requirements etc., as the ultimate and final responsibility will rest on the Millers.**

A team of KB officers including Quality Control Officer shall visit the premises for verification of facilities, production capacity and their overall suitability to supply Kendriya Bhandar brand Agmark Atta as a process of technical evaluation.

Note: The price bid of only Miller/Chakki found to be suitable in technical evaluation shall be opened.

Price Bids for each cluster in separate envelop: Firms are required to quote conversion charges including grinding, packing, transportation charges FOR Kendriya Bhandar godowns/stores in following packing :-

HDPE laminated packing of 15” x 21” Rs. _____ per Qtl.
of minimum 25 gm weight (with handle
for Carrying) with single colour. Flexo printing

Kendriya Bhandar reserves the right to reject all tender quotations without assigning any reason whatsoever.

The existing flour mills shall continue to supply ‘Atta’ to Kendriya Bhandar outlets on the existing terms & conditions till 30th April’2016.

Please note that no firm/Brand other than those selected through this tender process shall be allowed to supply Atta in HDPE packing to Kendriya Bhandar thereafter.

Main Envelope duly sealed containing technical bid and EMD alongwith sealed price bid/s (for each cluster in separate covers), kept inside the main envelope, should be submitted.

Last date for submission of tender by 2.00 P.M. on 19.03.2016.

Opening of Technical Bid at 3.00 P.M. on 19.03.2016.

Intimation regarding opening of Price Bid shall be conveyed to the shortlisted firms on the basis of technical evaluation in advance.

Terms & Conditions :

- I. The tender is being floated for purchase of Agmark Grade-Standard Chakki Atta in **Kendriya Bhandar Brand**.
- II. The conversion charges shall be quoted for 10 kg Agmark Grade-Standard Chakki Wheat Atta and shall be valid for one year.
- III. The rate quoted should be FOR Godowns/Stores of Kendriya Bhandar for conversion charges including grinding, packing and transportation charges.
- IV. Kendriya Bhandar management will have right to scrap the contracted arrangement with 30 days notice without assigning any reason. Similarly, Millers will have right to seek exist from this arrangement after giving 30 days notice.
- V. Performance of the approved firm shall be reviewed after six months based on customers response and sales in Kendriya Bhandar stores (i.e. increase in sales in the allotted stores during six months), timely delivery, quality complaints etc. **Millers may supply Atta through distributors, however, for ensuring quality, standards and statutory compliance including adherence to FSSAI & Legal Metrology norms etc., the ultimate and final responsibility will rest on the Millers.**
- VI. While quoting the rate, the tenderer shall clearly specify conversion charges which includes grinding, packing and transportation to Kendriya Bhandar godowns/outlets. The conversion charges shall remain constant during the currency of contract.
- VII. The price revision shall be allowed every week by taking into account average rate of Chakki Wheat published in Economic Times on every Friday by adding lowest conversion charges received in the tender for each cluster.
- VIII. Payment shall be made within 15 days from the date of supply of material or from the date of receipt of bill whichever is later.

The material will have to be supplied FOR Pushpa Bhawan grocery godown/branch stores of Kendriya Bhandar in Delhi or any other place in Delhi/New Delhi as per instructions of Kendriya Bhandar.

1. Delivery and Risk purchase

The supply should commence within 3 days from the date of supply order. In case of emergency, the selected tenderer may be asked to execute the supplies even at a short notice which may not exceed 48 hrs. Please note that the time is of essence of the transaction. Administrative action as deemed fit by Kendriya Bhandar including risk purchase may

be resorted to if the supplier fails to supply the material within the stipulated period.

2. QUALITY AND TESTING

- a) Good quality of wheat (Kalyan dara) shall be used for grinding for supply of Kendriya Bhandar brand Agmark Atta. The quality of wheat shall be inspected by Quality Control department of Kendriya Bhandar as and when required.
- b) Supplies of Chakki Atta must meet the requirement of Agmark Grade-Standard specifications in addition to FSSAI specifications. The suppliers should therefore submit their quotations in such a manner that actual supplies should be of a quality superior or exactly same as per specifications. No negative tolerance shall, therefore, be allowed.
- c) In case of any dispute regarding acceptance of supplies as per specifications, the decision of Managing Director, Kendriya Bhandar shall be final and binding on the suppliers.
- d) The suppliers will be responsible for any legal action arising due to any non conforming quality of supplies as per specifications. The supplier will also be responsible for Agmark, FSSAI Act, Weight & Measures Act, Packaged Commodities Act & other laws.
- e) Sample of **Atta** shall be lifted from branch stores on random basis and shall be sent for lab testing. In case of failure of samples by the laboratories, the supplies would be rejected and the material would have to be lifted back by the suppliers within 48 hours, failing which the goods would be disposed off by Kendriya Bhandar in any manner deemed fit and demurrage charges would be leveled on the suppliers at the rate as decided by Kendriya Bhandar.
- f) In case of failure of the samples in the laboratory, the testing charges would have to be paid by the supplier.
- g) In the event of first and second failures of samples in a quarter (a period of three months) a penalty of 5% of the value of supply or Rs. 5,000/- whichever is more shall be imposed.
- h) In case of subsequent failures in the same quarter, security deposit of that mill shall be forfeited and their supplies shall be suspended for the next quarter. Fresh Security Deposit shall be made by the Miller. Further, dealing with such mills having repeated failures of samples should be discontinued altogether.
- i) Surprise inspection of articles meant for Kendriya Bhandar and kept in the Flour Mills should be carried out by the officers of Kendriya Bhandar.
- j) The millers should submit inspection report of Agmark Authorities periodically. In case of failure of Atta in the lab test, a report to this

effect shall be sent to Agmark Authorities directly by Kendriya Bhandar.

- k) Suppliers are required to submit internal laboratory test report Batch no. wise to KB
 - l) The firms shall be required to furnish warranty Certificate as per the relevant provisions of the FSSAI alongwith their bills.
- 3.** The rates of Atta shall be applicable on weekly basis and shall hold good for week commencing from every Friday.
- 4.** In the event of failure to supply the material of approved quantity or to supply within the stipulated time by the successful tenderer, the security deposit by them along with the tender is liable to be forfeited.

All the tenderers are requested to deposit Rs. 75,000/- (Rs. Seventy Five thousand) as Security Deposit in form of Pay Order/DD or Cash Deposit Receipt in favour of Kendriya Bhandar along with their quotations. The quotation without Security Deposit of Rs. 75,000/- in form of Pay Order/DD or Cash Deposit Receipt shall be rejected. After awarding the contract, Rs. 75,000/- deposited as Security Deposit shall remain with Kendriya Bhandar during the currency of the contract and amount will be refunded after completion of the supply successfully.

- 5.** The tenderer should indicate the rates in figure as well as in words. There should be no overwriting. Tenders containing overwriting will not be considered. The tender form should bear the stamp of the firm submitting the tender and signature of the authorized signatory.
- 6.** The supplies are to be made in packing of 10 kg in HDPE packing. The damaged/open packets in transportation and handling will be replaced by the supplier.

7. LAWS GOVERNING THE CONTRACT

- a) This contract shall be governed by the laws of the land in force from time to time.
- b) Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the supply order has been issued.

A) ARBITRATION

- a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract or in connection with this contract, except as to any matters the decision of which is specially provided for by these or special conditions the same shall be referred to the sole arbitration of a

person appointed to be arbitrator by the Managing Director Kendriya Bhandar. It will be no objection that the arbitrator is a Government servant/Kendriya Bhandar officer that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant/Kendriya Bhandar officer he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

- b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the Managing Director, Kendriya Bhandar to appoint another arbitrator in the manner aforesaid.
- c) It is further a terms of this contract that no person other than the person appointed by the Managing Director, Kendriya Bhandar as aforesaid should act as arbitrator and that, if for any reason that is no possible, the matters is not to be referred to arbitrator at all.
- d) The arbitrator may from time to time with the consent of all the parties to the enlarge the time for making award.
- e) Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- f) Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.
- g) If the value of the claim in a reference exceeds Rs. 1 lac, the arbitrator shall give reasoned award.
- h) The venue of arbitration shall be the place from which the supply order is issued or such other place as the Manaing Director, Kendriya Bhandar at his discretion may determine.
- i) In this clause the expression Managing Director, Kendriya Bhandar means the Managing Director of Kendriya Bhandar for the time being and includes if there be no Managing Director, Kendriya Bhandar or if he is on leave or is absent from duty or is not available for any reason whatsoever, the officer who is looking after current duties of Managing Director, Kendriya Bhandar whether in addition to other functions or otherwise.

8. JURISDICTION OF COURTS

The courts of the place from where the supply order has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

9. ACCEPTANCE OF WHOLE OR PART OF TENDER

Kendriya Bhandar reserves the right -

- a) To reject any tender without assigning any reason.
- b) To accept any portion of the quantity offered or any item, unless the contractor expressly stipulates to the contrary in his tender and the contractor shall supply the same at the rate quoted. The contractor is at liberty to tender for the whole or any portion.

10. SPECIAL INSTRUCTIONS

- i) During the currency of the contract, the cost price and selling price of the Chakki Atta shall be fixed on every Friday. The supplier shall commence the supply with new lot number in each month. Supplier will have to submit a sample of each to the Quality Control Officer of Kendriya Bhandar along with the details of supply made by them to the branch stores of Kendriya Bhandar in the previous lot number. A copy of the details of supplies made is also required to be submitted to Purchase & Sales Executive (Grocery) for placement of purchase order for supply. In case any branch stores have 'NIL' requirement, the report shall be authenticated by branch stores.
- ii) While supplying the Chakki Atta to the branch stores by the suppliers, they have to ensure that more than one lot of same commodity are not available in branch stores. They will supply only when there is 'NIL' stock of same commodity in the store or only one lot available for current sale.

- 11.** If any of the Information, furnished by the tenderer is not found correct, the contract is liable to be terminated without notice and security deposit is liable to be forfeited by Kendriya Bhandar

*PURCHASE & SALES EXECUTIVE (G)
FOR AND ON BEHALF OF MANAGING DIRECTOR
KENDRIYA BHANDAR*

Distribution among stores by suppliers (Quantity base)

S. No	South Zone I	South Zone II	North	West
1	AIIMS	Ashok Hotel	BBM Depot (Near	Aram Bagh, panchkuinya
2	Andrews Ganj	Kidwai Nagar	Delhi University (North	Baba Kharak Singh Marg
3	Ayur Vigyan Nagar	Moti Bagh (North West)	Gulabi Bagh	DIZ Area, Near Gole Mkt.
4	Bhavishya Nidhi Enclave,	Moti Bagh -I	Keshav Puram	Dwarka Sector-7
5	IIT Hauzkhas (I)	Moti Bagh-II (South)	Mall Road	Hari Nagar
6	IIT Shopping Complex	Netaji Nagar	Metro Vihar (Shastri	Kali Bari Marg, birla mandir
7	JNU -II (Campus)	New Moti Bagh Store	Pitam Pura	Krishi Kunj (near Inderpuri)
8	Kasturba Nagar, Kotla	Patel Dham,	Timarpur	Mahadev Road
9	Lodhi Colony	R.K.Puram (West)	Timarpur -II	Metro Vihar (Najafgarh)
10	Lodhi Road (Market)	R.K.Puram IX A	MAMC Campus	NSIT (Dwarka)
11	NCERT (Near IIT)	R.K.Puram-I Market	Minto Road	Pappankalan
12	Pragati Vihar, Lodi road	R.K.Puram-II Market	Delhi Secretariat (ITO)	Peshwa Road, Gole Mkt
13	Vasant Vihar	R.K.Puram-III	CR Building, ITO	Taurus Welfare Complex
14	Vasant Vihar (Indian Airlines	R.K.Puram-IV Market	Geeta Colony	Tihar Jail Colony
15	Pushp Vihar (Market)	R.K.Puram-IX B	Kalyanvas (near Mayur	Vijay Vihar (Uttam Nagar)
16	Pushp Vihar-1	R.K.Puram-V	Vidyut Vihar (Sarai Kale Khan)	Yojana Bhawan
17	Pushp Vihar-IV	R.K.Puram-VI	Dilshad Colony	North Block
18	Pushpa Bhawan	R.K.Puram-VII	Patparganj	Pandara Road
19	Sadiq Nagar, Chirag delhi	Sarojini Nagar (P&T)	Jal Vihar	Curzon Road
20	Krishi Vihar, Chirag delhi	Sarojini Nagar B-Block	NTPC (Badarpur)	Rashtrapati Bhawan-I
21		Sarojini Nagar H-Block	Sarita Vihar	Rashtrapati Bhawan-II
22		Nauroji Nagar	Sarita Vihar II (B block)	Tilak Lane (pragati madain)
23		CGO Complex	Srinivaspuri, Lajpat ngr	Udyog Bhawan
24		J.N.U. - I	East of Kailash	ASI (Janpath)
25			C.R. Park	Panchwati, Palam
26			Kalkaji	IP University
27			INA	
28			Laxmi Bai Nagar	
29			IARI Pusa	