

DELHI STATE CIVIL SUPPLIES CORPORATION LTD.
7-9, AAPURTI BHAWAN, ARAM BAGH, NEW DELHI-55.

No.F.15(220)/11/PDS HQ/2082

Dated: 11.4.2012

M/s _____

Subject: Inviting sealed quotations for transportation of SFAs (Wheat & Rice) from Mayapuri Godown and Ghevra separately on adhoc basis for FPS's attached with Shakti Nagar Godown Group- Godown and from CTO Pusa Godown for FPS's attached with Okhla Godown to the attached FPSS against the allocation of April,2012.

Sir,

The Corporation intends to invite sealed rates quotations for engaging adhoc transport contractors for transportation of SFAs (Wheat & Rice) from other than designated godowns as given below for lifting of SFA's (Wheat & Rice) against the allocation of Arpil,2012 :-

Designated Godown	Rate per qtl.for lifting from godown
Shakti Nagar	1. Mayapuri
	2. Ghevra
Okhla	1. CTO Pusa
	2. Mayapuri

In case, you are interested to carry out the above transportation work, you may submit your sealed transportation rate quotation latest by 13.04.12 upto 2.30 p.m.

The quotations will be opened **on the same day at 3.00 P.M.** in the chamber of Sr.General Manager. The transporters shall be binding with the Corporation's terms & conditions of the agreement which is enclosed. The successful tenderer will require to furnish a interest free refundable security deposit of Rs.1.00 lacs in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Bank in favour of Delhi State Civil Supplies Corporation Limited in an acceptable form before execution of transport contract.

Yours faithfully,

Sd/-

(R.P.SEHGAL)

CO.SECY.CUM ADDL.G.M.

Encl:- as above.

DELHI STATE CIVIL SUPPLIES CORPORATION LIMITED
AAPURTI BHAWAN,7-9, ARAM BAGH, PAHAR GANJ, NEW DELHI

TENDER FOR TRANSPORTATION OF SPECIFIED FOOD ARTICLES i.e. WHEAT & RICE FROM FCI GODOWN IN DELHI TO THE ATTACHED FAIR PRICE SHOPS(IN SHORT- FPSs).

TERMS & CONDITIONS OF THE ADHOC TENDER

NOW IT IS HERE BY AGREED BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. The contractor shall transport Specified Food Articles under Public Distribution System (in short SFAs) i.e. wheat and rice packed in bags of different sizes, for and on behalf of the Corporation, from FCI godown in Delhi to the Fair Price Shops (in short-FPSs) situated within the Specified Food Circles as per allocation received from the Food & Supplies Department of Delhi Government from time to time. However, no definite volume of work to be performed can be guaranteed during the currency of the contract. In case of emergency, the contractor may be requested to lift SFAs from any other FCI godown located in Delhi for above FPSs for which, rates will be settled mutually.
2. The Corporation shall have the exclusive right to appoint one or more contractor at any stage of the contract period for the above mentioned work and to divide the work amongst them in such a manner as the Corporation may decide and no claim shall lie against the Corporation by reason of such division of work.
3. The Corporation shall pay to the contractor the transportation charges at the rates fixed in Rupees per quintal, irrespective of the packing size of the bags. The fixed rates will be inclusive of service tax as and when applicable, unloading, marking (For PDS only by rolling stamp machine & FPS No. on each bag) loose handling, stacking at Fair Price Shop(s) and any other incidental charges or expenses relating to compliance of any law of the land in force.
4. The adhoc contract shall remain in force for a period from the date of award of the adhoc contract to till finalization of the regular tender.
- 5.(a) The agreed rate(s) by the contractor shall be valid during the period of the adhoc contract and also during the extended period, if any, of the adhoc contract.

(b) No escalation on any account including any increase in prices of Diesel oil, spares etc. or on account of increase in labour or incidental charges shall be permissible by Corporation to the contractor during the period the adhoc contract shall remain in force.
6. The contractor shall submit his bills duly signed, within 5 days after completion of lifting of each month allocation relevant to his group / godown complete in all respect. The contractor shall be required to submit a certificate alongwith every bill that the payment to the labourers/ Markamen engaged have been released for the lifting of SFAs made till the previous month allocation to the billing month. The payment will be made by the Corporation to the contractor on monthly basis and normally within 15 working days of the receipt of the bill(s) complete in all respect, provided the contractor has released all the dues of labour engaged by him and has complied with all the terms & conditions of the contract. The Chairperson Cum Managing Director may at his discretion make an "on account" payment to the extent of 50 per cent of the value of the work done for the reasons to be recorded in writing. The Corporation shall not be liable for payment of any interest on any bill outstanding for payment for reasons beyond the control of the Corporation.

7. The income tax shall be deducted at source from the payment made to contractor from time to time in accordance with Income Tax Act/Rules as applicable.
8. The contractor shall obtain the schedule of lifting and delivery of SFA's everyday from officials of the Corporation and shall keep himself apprised of any changes therein on the day-to-day basis.
- 9.(a) The lifting of SFAs is to be completed by the transporter as per the schedule given by the Corporation. For each allocation month number of working days are to be worked from the date of issue of first release order by the FCI to till last validity date prescribed by the Food & Supplies Deptt./Govt. of India/FCI. Last 2 working days shall be kept as reserve days and target date for completing the lifting shall be fixed by reducing 2 working days starting from the last validity date prescribed by Food & Supplies Deptt./ Govt. of India for lifting of such allocation. For example in case validity date in 20th and if all dates from 18th to 20th are working days then 18th will be the target date. The remaining working days (leaving 2 reserve days) shall be divided in two equal parts. In the event of working days coming in odd numbers, the extra day will be counted in the first part. 50% of the quantity for the month is to be lifted by the transporter in the first part and balance by the target date. The transporter shall provide trucks and undertake trips per vehicle in such a planned manner on day to day basis that 50% of the lifting is completed in first part of these working days and balance 50% by the target date. In case of additional allocation, festival allocation or any other allocation the target date for completing the lifting shall be completed on the similar pattern. In case of failure of the transporter to lift the specified quantities of SFAs as per schedule, the penalties as per clause 20(a) will be imposed on the transporter. Further, in case of non adherence to the schedule by the transporter, the Corporation shall be free to deploy the additional trucks from the open market at the risk and cost of the transporter. The risk and cost penalty shall be in addition to penalty imposable under clause 20(a).
- (b) The DSCSC may require the contractor to arrange more number of trucks / trips per vehicle at short notice i.e. one day and he shall be bound to comply with such orders / requisitions.
- (c) The contractor shall own at least 5 number of trucks of HGV/MGV/LGV make. The contractor will attach copies of RC certified by Notary or Gazetted officer as a proof of ownership of trucks. The contractor will attach copies of RC certified by Notary or Gazetted officer as a proof of ownership of trucks. All the contractor shall have necessary permission / permit to ply within NCT of Delhi. In support of contractor mustering remaining transport fleet from other sources, he shall be required to furnish written consent with proof of ownership from owners of such trucks/vehicles at the time of executing the contract.
- 10(a) It shall be the sole responsibility of the contractor to deliver the SFAs at the concerned FPSs within three hours on the same day after issuance of SFAs & departure from FCI godown. Under no circumstances, the stocks issued shall be allowed to be kept in dump in the FCI godown or anywhere else. In case, if supply of SFAs at FPS is not made within 3 hours on the same day on account of either seizure/detention of the trucks by any Govt. agency or due to any other unforeseen circumstances beyond the control of the contractor, the matter will be reported to the Godown Incharge of DSCSC and SFAs will be delivered by making alternative arrangement with prior permission in writing from the Godown Incharge.
- (b) The contractor shall unload the goods only at the licensed premises of the concerned FPS and in no case, the goods shall be unloaded at any other place without the prior written permission of the authorized representative of the Corporation.
- (c) The Corporation shall not pay any extra charges to the contractor for the delivery of SFAs for the distance from the point the trucks/vehicles are parked for unloading to the FPSs.

(d)The contractor shall be responsible for stacking of bags at the Fair Price Shops vertically without any extra charges.

(e)The contractor shall also collect from Corporation, the FPS Holder's copy of the Release Orders (R.O.s) and the samples of wheat and rice given at the time of issue of SFAs by the FCI and carry the same alongwith the issued stocks at the time of delivery to the FPS holder's premises. The contractor shall obtain receipt of the R.O. copy and the samples together with the receipt against delivery of SFAs on the back side of the weighment check-memo duly signed and affixed with rubber stamp by the FPS holder in token of receipt thereof. The contractor shall submit these receipts in respect of delivery of said articles, copy of the Release Order and samples to the concerned godown incharges of the Corporation on the next working day positively.

In case of any WCM (Weighment Check Memo) submitted by the contractor without affixation of rubber stamp by FPS holders for any reason, the contractor shall obtain written confirmation of delivery of SFAs to such FPS holders from the concerned circle office, before submission of the bill. Further in case the contractor does not handover the sample of SFAs at the time of delivery of SFAs at the door steps of FPS holder, a penalty of Rs.10,000/= per FPS will be imposed on him.

11(a) The Chairman Cum Managing Director of the Corporation shall have the right to terminate the agreement and forfeit the Security Deposit besides black-listing the contractor for a period as deemed fit for applying in any tender called by the Corporation, after giving a notice, if the pendency persists or any other violation of the terms of contract and get the work done from other sources.

(b)(i) None of the parties shall be liable or responsible for failure to perform or delay in performance of their respective obligations there under if such failure or delay is due or attributable to or arises out of any Force Majeure event, provided notice of occurrence of any Force Majeure event is given by the contractor to the Corporation immediately of such occurrence. The Chairman Cum Managing Director or authorized officer of the Corporation shall be empowered to decide on the basis of facts and circumstances as to whether the doctrine of Force Majeure is applicable.

(ii) To the extent that the event is not within the reasonable control of the contractor whose performance under this Contract is affected thereby, for the purposes of this Contract, Force Majeure may mean and include any of the following events or circumstances: fire, epidemic, act of God, hostilities, armed conflicts, civil disturbances, acts of the public enemy or belligerents, riots, earthquake, government laws, orders and/ or rule and regulations.

(c) (i) It is expressly understood and agreed to between the parties hereto that non availability of trucks, labour strikes, lock- outs shall not be included in Force Majeure. The contractor shall be solely and exclusively responsible for any loss incurred by the Corporation on account of any disputes between the contractor and his labour and shall be exclusively responsible for such personnel under any/ statutory enactments under the laws applicable of them.

(c) (ii) The contractor shall be fully and solely responsible for the payment of all central, state and local taxes and contributions (including penalties and interest) imposed pursuant to income tax, service tax as and when applicable, workman's compensation or any other similar statute to the Govt. and to the labour and /or persons engaged and/or deputed by the transport contractor pursuant to this contract and the transport contractor shall be solely responsible for any liability to third parties resulting from the negligence or intentional acts or omissions of the transport contractor, its agents, employees arising from or occurring in the course of this contract. The Transporter shall indemnify and keep indemnified the Corporation and its officers in case liability is met by the Corporation and its officers.

12. In case, the trucks/vehicles loaded with stocks of SFAs fails to reach premises of the concerned Fair Price Shop within the stipulated time and date or the premises of the concerned Fair Price Shop are found closed at the time of arrival of the said trucks/vehicles, the contractor shall keep the stocks at Siraspur and Gazipur godowns of the DSCSC Ltd. The Corporation shall not pay any extra charges to the contractors for transporting the aforesaid SFAs from the Corporation godown to the FPS on any other day.

13.(a) All the trucks/vehicles shall be properly cleaned, washed and dried before loading of SFAs.

(b) The trucks/vehicles used for transportation of SFAs should have sound, smooth and water proof walls so that there is no damage caused to SFAs loaded in trucks/vehicles.

(c) The contractor will ensure that all the trucks/vehicles deployed by him for transportation of SFAs are kept in proper condition of fitness and also ensure that they do not emit excess fumes and so violate the pollution control norms. Every truck under contract with the Corporation should carry 'Pollution control' certificate. The Corporation will not be responsible for any action taken by the Directorate of Transport/Police or any other authorities for any violation of any of the laws and it shall be the sole responsibility of the contractor. A certified copy of the fitness certificate from the transport authority may also be furnished.

(d) The contractor shall be allowed to load SFAs in his vehicle upto carrying capacity only as per provisions of Motor Vehicle Act, 1988 and also with the compliance of the directions of the Hon'ble Supreme Court. The contractor himself shall be responsible for any action taken for violation of this provision.

14. The contractor shall be responsible for the safety of goods right from the time of issue and while in transit in his trucks/vehicles and for delivery of quantity and quality, dispatched from the godown to the destination or to the recipients to whom the same is required to be transported by the contractor. He shall be liable to make good the value at twice the prevailing retail price of SFA for any shortage, wastage, loss or damage to the goods in transit, besides any other action which can be taken as per terms & conditions of contract by Corporation.

15. The contractor shall display in front, back and both sides of each truck a board of 3 X 2 ft. size with the following words in black ink in a conspicuous manner, only whenever the truck/vehicle is carrying SFAs for delivery to FPSs. The board shall have to be removed from the vehicle while using it for any other purpose. In case any vehicle found displayed with this board in performing other work, the contractor will be fully liable for any penalty levied by the Corporation besides legal action.

ON PDS RATION DUTY

Government of	:	NCT of Delhi
Destination	:
Commodity	:	Wheat / Rice
Agent's Name	:	DSCSC Ltd.

In case any vehicle is found without displaying the above mentioned board in proper manner as prescribed above at the time of making the supplies of SFAs from FCI godowns to FPSs , a penalty of Rs.5,000/= per truck will be imposed.

Besides above, if any vehicle found displayed with the above board in performing other work, a penalty of Rs.5,000/= will also be imposed.

16. The weighment at the time of issue by the Food Corporation of India shall be performed in the presence of the transport contractor or his representative(s), whether through weigh bridge or beam scales or in any other manner. This would also be treated as handing over of SFAs to the contractor or his representative(s).

17. The gunny bags/kattas for collecting loose grains of SFAs will have to be provided by the contractor at his own cost and not by the Corporation.

18. The contractor, shall not, while plying his vehicles, divert from the route required to be followed by him. In case there is a diversion in routes due to some emergency, the contractor will inform to DSCSC godown incharge immediately on phone and shall abide by the directions as may be issued by the authorized representative of the Corporation from time to time in this regard.

19. The contractor will ensure that a complaint book is maintained in each truck/vehicle engaged by him in PDS supply after getting the number of pages in the books certified by the concerned godown incharge. Whenever any FPS holder demands the complaint book during the course of delivery of his stocks of SFAs the concerned truck/vehicle driver will immediately handover the complaint book to him for recording any complaints/suggestions. The complaint book(s) shall be regularly made available to the concerned authorized representatives of the Corporation for going through and attending to the complaints/suggestions given and signing the book in token thereof. The contractor shall ensure that all suggestions/complaints, if any , are attended to and rectified promptly.

20(a) Penalties will be levied in case of non adherence to the schedule as mentioned in clause 9(a). For calculations of the penalties, the schedule so given by the Corporation shall be divided in two equal parts. If the contractor fail to lift the specified quantities of SFAs for the first part by the scheduled date, a penalty of Rs.10/- per qtl. per day will be imposed on him for the unlifted balance quantity till such date the pendency is cleared provided it is within the target date as per schedule.

In case, the contractor fails to lift the entire quantity by the last date of the schedule given to him, a penalty @ Rs.20/- per qtl. per day will be imposed on him the balance unlifted quantity till the validity date prescribed by the Food & Supplies Deptt., Govt. of India/FCI. In case, any pendency remains after the expiry of the validity date, a penalty @ Rs.100/- per qtl. will be imposed on the contractor in addition to penalties mentioned above.

Besides above, the transporter will be fully liable for any penalty levied or liability created against the Corporation by Consumer Forum/ Commission, any Court of Law or Judicial/ Regulatory Authority relating to non lifting of SFAs within the validity period prescribed by the authorities in this regard.

Any recovery under this contract can be done from his pending bills or any other money including security deposit payable to him.

(b) In case of continued failure of the contractor to lift the quantity specified by due dates in para 9(a), or to provide required demanded number of trucks/ vehicles the Corporation is free to get the work done from any outside agency without any notice at the risk and cost of the transporter .

(c) It shall be the sole responsibility of the contractor that each bag of SFAs, lifting for delivery to FPS, is marked **“for PDS only by rolling stamp machine and FPS No.”** . The Chairperson Cum Managing Director of the Corporation shall have discretion to impose penalty of Rs.100/- per bag on contractor for not marking the same in the given manner besides taking any other action as deemed fit.

(d) In case the contractor fails to submit the receipts (WCM) as in para 10(e) above by next working day, the Corporation, at the sole discretion of Chairperson Cum Managing Director of the Corporation shall be empowered to impose a penalty of Rs.10/- per qtl per day for each WCM not deposited in time by contractor subject to a minimum of Rs.50/- per WCM per day upto a maximum of 5 working days, in addition to action to be taken against the contractor under clause no. 20(k). However, the contractor shall give a written explanation within a period of 24 hours for any delay in submission of WCM/ delivery of SFAS at the specified FPS.

(e) The contractor shall also provide sufficient number of tarpaulins on top and bottom of each truck to cover the bags of SFAs during the rains, storms and other similar conditions including seepage etc. and take other protective measures at his own cost for each truck and take reasonable precautions to cover the bags of SFAs after weighment and shall be responsible if the SFA bags are damaged by rain through his failure to supply adequate number of tarpaulins or to take any other reasonable precautions. In case of damages/wastages, if any, due to rains, storms and other similar conditions including seepage etc. or otherwise, he shall be liable to pay a penalty of Rs.1500/= per truck or will have to make good the value of stocks at the prevailing retail price of SFA, whichever is higher.

(f) In case, any of the stocks of SFAs supplied to the FPSs are required to be replaced, the contractor would get double the normal cartage for bringing such stocks of SFAs back from the FPS to the concerned godown(s) and to take back again the replaced goods to such shops. The contractor would bring such stocks of SFAs for replacement within a week time from the date of issue of instructions by the Corporation to him failing which, he shall be entitled to single cartage only besides any other action deemed necessary.

(g) The corporation shall also be at liberty to charge a penalty from the contractor equal to the value of such stocks for replacement plus a penalty of 25% thereof from his bills or in any other manner in case the contractor does not deliver the goods to FPSs within 20 days after issue of instructions by the Corporation.

(h) The contractor shall normally render his services between 8.00 a.m. and 8.00 p.m. at the godown but the working hours may be extended by the Corporation during exigencies and in public interest to which the contractor shall not have any objection of any kind whatsoever.

(i) In case of any misappropriation, loss or delivery of any stocks of SFAs at unauthorized places, the contractor would be liable for action under the Essential Commodities Act and/or any other law/rules applicable the contractor will further liable to be blacklisted for applying for any further tenders with the Corporation. In case, at any stage, any FIR is lodged under E.C. Act, the contract of the transporter will be terminated immediately.

(j) The contractor shall not sublet, transfer or assign the contract or any part thereof in any manner to any one without the previous written approval of the Corporation. In the event of the contractor contravening this condition, the Corporation shall be entitled to, entrust the work to anyone else at the risk & cost of the contractor and to forfeit his performance guarantee/Security Deposit .

(k) In the event of any breach of the terms and conditions of the agreement by the contractor , the Chairperson Cum Managing Director or authorized officers of the Corporation shall be empowered to forfeit the security deposit of the contractor in part or in full besides any other action which may be warranted including lodging of FIR & black-listing the contractor for a period upto 10 years for applying in any further tender called by the Corporation. The Chairperson Cum Managing Director or authorized officers of the Corporation further reserve the right to waive the levy of penalties/damages of the contractor in part or full, if the breach is involuntary, due to act of God and other exigencies at their sole discretion.

21. The contractor shall not engage in any activity regarding transportation of SFAs for the inter-godown movement of goods for FCI or carriage of SFAs to any other place for any other agency from FCI godown which in the opinion of the Corporation affects the timely and smooth delivery of SFAs at the FPSs assigned to him.

22(a) The Contractor will be required to provide to the Corporation security deposit **Rs. One lac** per group for which the transportation contract is awarded, either in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the commercial banks in favour of Delhi State Civil Supplies Corporation Ltd. in an acceptable form before execution of the contract. The Bank Guarantee as security Deposit shall remain valid for three months after the validity/extended period of the contract.

In case of extension of contract period as provided in clause 4, the Bank Guarantee shall also be required to be extended for the extended contract period.

(b) The Corporation shall not be liable for payment of any interest on the security Deposit for the time it is held by the Corporation. Neither any interest shall be payable in case of delay in release of security deposit on account of claim raised or any disputes regarding any amount due from the contractor by Corporation or any other party.

(c) The security deposit will be refunded to the contractor on due and satisfactory performance of the services subject to such deductions from the security as may be necessary for making up of the Corporation claims against the contractor.

23. The contractor shall carry out all services assigned or entrusted to him during the course of business by Chairperson Cum Managing Director or an officer acting on their behalf and shall abide by all instructions issued to him from time to time by the said officer(s). He shall render the services to the satisfaction of the Chairperson Cum Managing Director or an officer acting on their behalf together with such ancillary and incidental duties , services and operations as may be indicated by the said officer(s) and which are not inconsistent with the terms and conditions of the agreement. The contractor shall always be bound to act with reasonable diligence and in a business like manner.

24(a) In the case of partnership firms, the contractor shall submit to the Corporation a copy of its Partner ship Deed duly attested alongwith copy of form A and form B of the Registrar of Firms.

(b)The contractor shall not make any change in the constitution of the firm in any manner during the currency of the contract, without seeking the prior approval of the Corporation. The contractor shall notify to the Corporation the death/resignation of any of the partners(s) immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the contract alongwith forfeiture of performance guarantee/Security Deposit or to enter into fresh contract with the surviving partner(s) legally authorized to do so at the discretion of the Corporation on the same terms and conditions.

25 (a). All persons/labourers employed by the contractor shall be engaged by him as his own workers in all respects and the responsibility under the Indian Factories Act or the Workmen's Compensation Act or Employees Provident Fund Act or Contract Act or Bonus Act or ESI Contract Labour (Regulation & Abolition) Act, 1970 or any other similar enactment in respect of all such personnel shall be that of contractor. The contractor will disburse the due amount to the labours engaged by him for the Corporation's transportation work in the presence of an authorized representative of the Corporation and submit an undertaking alongwith each transportation bill that all the dues of labour have been released. The contractor shall be bound to indemnify the Corporation against all claims whatsoever in respect of the said personnel under the workmen's Compensation Act or any statutory modification thereof or otherwise or in respect of damage or compensation payable in consequence of any accident or injury; sustained by any worker or other persons whether in employment of the contractor or not. In case the corporation is held responsible for making any kind of payment to the employee/any other person of the contractor under any statutory provision, the said amount shall be deducted from the bills of the contractor from this contract or any other contracts or recovered from the amount of security deposit or as debt or in any other manner.

25(b) Corporation being registered as a Principal Employer under the Contract Labour (Regulation & Abolition) Act 1970, every contractor will ensure execution of the works awarded through contract labour in accordance with the licence issued by the Licensing Officer and will get itself registered as per provisions of Law. The requirement is mandatory as per provisions of Law.

26. The contractor shall engage competent and adequate staff and trained labour to the satisfaction of the Chairperson or an officer acting on their behalf for ensuring efficient handling and transporting of stock of SFAs and furnishing correct and upto date position/information of progress of work, statements and accounts from time to time, in prescribed manner/schedule. The contractor shall be responsible for the good conduct of his employees/workers and shall compensate the Corporation for losses arising from negligence, carelessness, want of skill or misconduct by him or his workers or representatives.

27. The contractor shall issue identity cards, to his labourers, drivers and representatives at his own cost.

28. The wages/over time to the labour/staff engaged by the contractor shall be borne by the contractor. The labour/staff through whom the work undertaken by the contractor in the agreement is performed shall exclusively be the employees of the contractor and shall not, in any event, deemed to be in the employment of the corporation.

29. All the liabilities, responsibility direct or indirect in respect of the said labour/staff arising under any law in force shall be that of the contractor and the corporation shall not be responsible for it in any manner whatsoever.

30. It shall be the sole responsibility of the contractor to arrange labour for implementation of this agreement. The Corporation, shall not in any manner, be responsible to sort out any labour problems during the period of this Agreement. the Corporation shall have the right to terminate the contract and forfeit the security deposit, without notice, in case, the contractor is unable to implement the agreement on account of any labour problems, and shall get the work executed, in part or full, at the risk and cost of the contractor.

31. The contractor shall, when he is called upon to perform the services, produce an affidavit wherein it will be categorically stated that he has not been convicted in any criminal case and also no case under the Essential Commodities Act is pending against him.

32. The Corporation shall review the arrangement based upon the performance of the transport contractor in all respects from time to time.

33.(a) The Corporation reserves the right to terminate the contract at any time after giving due notice to the contractor.

33.(b) In case of delayed supplies or disrupted or dissatisfactory performance, the contractor shall be liable for prosecution under the E.C Act, 1955 through the office of the Commissioner F&S Deptt., G.N.C.T. of Delhi, besides other penal actions as provided in the agreement or under any other law.

33 (c) The contractor shall also bring into knowledge the contents of section 6A of E.C. Act,1955 of the owners of vehicles arranged from other sources before lifting of SFAs meant for PDS from the godowns regarding confiscation of vehicles and other criminal action against the vehicle and its owner. The section 6A states as below:

“Under section 6A Confiscation of essential commodity -Where any essential commodity is seized in pursuance of an order made under section 3 in relation hereto, a report of such seizure shall, without unreasonable delay, be made to the Collector of the district or the Presidency town in which such essential commodity is seized and whether or not a prosecution is instituted for the contravention of such order, the Collector may, if he thinks it expedient so to do, direct the essential commodity so seized to be produced for inspection before him, and if he is satisfied that there has been a contravention of the order may order confiscation of-

(a) the essential commodity so seized.

(b) Any package, covering or receptacle in which such essential commodity is found, and

(c) Any animal, vehicle, vessel or other conveyance used in carrying such essential commodity.....”.

33(d) The contractor shall not assign the work to any blacklisted/debarred transporter directly or indirectly in any other manner and vehicles owned by the blacklisted debarred transporter will not be used in the operation directly or indirectly in execution of the contract and in case of violation, the contract is liable to be terminated alongwith forfeiture of performance guarantee/Security Deposit.

33 (e) Any instruction/ order issued by the Govt. of India, Govt. of NCT of Delhi pertains to PDS functions shall be binding to the contractor accordingly and Chairperson Cum Managing Director of the Corporation reserve the right to alter/ amend/ change any of the provisions contained herein as and when felt necessary.

34. The contractor involved in any misconduct involving handling, distribution and handling of essential commodities assigned to him will be blacklisted after following due procedure besides any other action as warranted under law and terms of the contract alongwith forfeiture of performance guarantee/Security Deposit.

35. All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the Chairperson Cum Managing Director or any officer/person appointed by the Chairperson Cum Managing Director , Delhi State Civil Supplies Corporation Ltd. Delhi. In case the arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason whatsoever, the Chairperson Cum Managing Director shall be competent to appoint another person as

Arbitrator. There will be no objection that the person so appointed is or was in the employment of the Corporation and as a employee of the Corporation had during the course of his duties expressed views on all or any of the matter of difference or dispute. That the fee (if any) or expenses of the Arbitration proceeding will be borne by the parties equally.

The award of such arbitration shall be final and binding on the parties to this contract. The Courts of Delhi only will have the jurisdiction in the matter of arbitration.

36. The successful tenderer shall execute agreement with the Corporation containing all these conditions and other conditions which the Corporation may like to incorporate with mutual consent of parties.

37. The Chairman Cum Managing Director of the Corporation reserves the right to relax any of the provisions contained herein.