



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

Corporation intends to hire the BS-IV / CNG trucks having 6 tons to 9 tons capacity for transportation of additional allocation of SFAs (Wheat & Rice) under Pradhan Mantri Garib Kalyan Anna Yojana from FCI Godowns in Delhi to Fair Price Shops located in Specified Food Circles of National Capital Territory of Delhi on the existing rates & terms and conditions of transportation of SFAs.

Interested transporters may apply for the said work within **3** days from the date of this publication. The terms and conditions can be seen on the website of DSCSC Ltd. i.e. <http://dscsc.delhigovt.nic.in>.

The CMD of the Corporation may reject or accept any/all offers with or without assigning any reason.

Sd/-

(GENERAL MANAGER)

*M/S*  
*1/05/21*  
MAHENDER SINGH  
Manager  
DSCSC Ltd.



दिल्ली राज्य नागरिक आपूर्ति निगम लिमिटेड  
7-9 आरामबाग, पहाडगंज, नई दिल्ली-55

निगम दिल्ली में एफसीआई गोदामों से उचित मूल्य की दुकानों में प्रधान मंत्री गरीब कल्याण अन्ना योजना के तहत एसएफए (गेहूं और चावल) के अतिरिक्त आवंटन के परिवहन के लिए 6 टन से 9 टन क्षमता वाले BS-IV / CNG ट्रकों को रखने का इरादा रखता है। मौजूदा दरों और शर्तों और सम्मेलनों पर दिल्ली के राष्ट्रीय राजधानी क्षेत्र के सर्किल में एसएफए (गेहूं और चावल) के परिवहन के इच्छुक ट्रांसपोर्टर इस प्रकाशन की तिथि से 3 दिनों के भीतर उक्त कार्य के लिए आवेदन कर सकते हैं। नियम और शर्तें DSCSC Ltd. की वेबसाइट <http://dscsc.delhigovt.nic.in> पर देखी जा सकती हैं।

निगम का CMD बिना किसी कारण बताए किसी भी प्रस्ताव को अस्वीकार या स्वीकार कर सकता है।

हस्ताक्षर /-

(महा प्रबंधक)

MS  
19/5/21  
MAHENDER SINGH  
Manager  
DSCSC Ltd.

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

" Short term e-tender for transportation of Specified Food Articles i.e. Wheat and Rice on principal to principal basis from FCI Godowns/specified Groups to attached Fair Price Shops as per Annexure -'A'".

**TERMS & CONDITIONS OF THE TENDER**

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

1. The transporter 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 Godowns 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 occurrence of the contract. In case of emergency, the transporter may be requested to transport SFAs from any other FCI Godowns 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 transporter 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 transporter 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 GST as and when applicable, any other incidental charges or expenses relating to compliance of any law of the land in force.

4. The contract shall remain in force for a period of one year as mentioned in Annexure 'A' from the date when the transporter is called upon to perform the services and the said period may be extended for a period of three months on same terms & conditions at the sole discretion of the Corporation and subsequently upto two year with mutual consent of the parties in writing.

5 (a) The transporter shall comply with the Acts/Laws related to EPF, ESI, Minimum Wages & Contract Labour (R & A) Act 1970 etc., if applicable.

(b) The transporter shall provide proof of compliance, if applicable, of Minimum Wages, EPF, ESI, & Contract Labour (R & A) Act 1970 etc. Further the transporter shall maintain all records and registers as prescribed and on monthly basis.

(c) The transporter shall not be responsible to defend any claims made in respect of the above in any court or forum and shall also not be liable to bear any liability on account of the same including litigation expenses, if the claim is filed against the Corporation..

6. (a) The agreed rate(s) by the transporter shall be valid during the period of the contract and also during the extended period, if any, of the contract.

(b) No escalation on any account including any increase in prices of Diesel oil, spares etc. shall be permissible by Corporation to the transporter during the period the contract shall remain in force.

7. (a) The transporter shall submit his bills duly signed, within 5 days after completion of transportation of each month's allocation relevant to his group / Godowns is complete in all respect. The transporter shall be required to submit a certificate along with every bill that the payment to the laborers if engaged have been released by them.

The payment will be made by the Corporation to the transporter on monthly basis after completion of previous month's allocation and submission of WCMs to the Godown Incharge, subject to furnishing of proofs as stated in clause 5. The Godown Incharge will immediately submit a certificate to the Headquarter (Accounts) stating therein that the transporter has submitted all the WCMs and has complied with all the terms & conditions and provisions of applicable laws. On the basis of certificates, the Headquarter (Accounts) will immediately release the payment.

The Chairman-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 (b). 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 transporter shall obtain the schedule of 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. The transportation of allocated quantity of SFAs is to be completed by the last working day of the month preceding the allocation month and in case of extension by Govt. of India, by the extended date.

The transporter shall provide adequate number of trucks and undertake trips per vehicle in such a planned manner on day-to-day basis that 40% of the allocated quantity is transported in the first half of the total working days available and balance 60% by the last working day of month. In the event of working days coming in odd numbers, the extra day will be counted in the first half. In case of failure of the transporter to deliver the quantity as above time schedule, the penalties as clause 20(a) will be imposed on the transporter.

Further, in case of non adherence of the above time 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).

9(a). The DSCSC may require the transporter 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.

9 (b) It may be mentioned that work of Corporation as per assignment stated in the present document will be for just 2-4 hours in a day. Rest of the hours of the day, since transporter/s shall not be deployed by Corporation, they are free to work to work with anyone. However, work of corporation should not clash during hours deputed for its work.

9(c). The tenderer shall use only CNG trucks in PDS supplies allowed by concerned Government Authorities/ National Green Tribunal, Courts & any other government establishment. The tenderer should have the owning capacity of vehicles/trucks of 30 MT for all the groups (maximum four groups) irrespective of allocation of each group. The maximum groups tenderers can apply are four. The transporter will attach copies of RC certified by Notary or Gazetted officer as a proof of ownership of trucks. All the transporters shall have necessary permission /license /permit for carrying transportation of food items in NCT of Delhi from Food, Safety & Standard Deptt. to ply within NCT of Delhi, if applicable. In support of transporter 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. Further, the trucks engaged in PDS supply should not be used in any other Government activities.

10(a). It shall be the sole responsibility of the contractor to deliver the SFAs within 12 working hours after issuance of SFAs & departure of truck 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 12 working hours 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 concerned Godown Incharge of DSCSC and SFAs will be delivered by making alternative arrangement with prior permission in writing from the Godown Incharge.

10(b). The transporter 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 along with the issued stocks at the time of delivery to the FPS holder's premises. The transporter shall obtain receipt of the R.O. copy and the samples together with the receipt against delivery of SFAs in the prescribed columns of the RO/weightment check-memo duly signed and affixed with rubber stamp by the FPS holder in token of receipt thereof. The transporter shall submit these receipts in respect of delivery of said articles, copy of the Release Order and samples, to the concerned Godowns in charges of the Corporation by 5.00 PM on the next working day, positively.

In case of any WCM (Weighment Check Memo) submitted by the transporter without affixation of rubber stamp by FPS holders for any reason, the transporter 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 transporter 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 transporter for a period of 5 (Five Years) 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.

11(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 transporter 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.

11(b)(ii). To the extent that the event is not within the reasonable control of the transporter 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.

11(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 transporter shall be solely and exclusively responsible for any loss incurred by the Corporation on account of any disputes between the transporter and his labour and shall be exclusively responsible for such personnel under any/ statutory enactments under the laws applicable of them.

11(c)(ii). The transporter 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, GST as and when applicable, compliances as stated in clause 5 above or any other similar statute to the Govt. and to the labour and /or persons engaged and/or deputed by the transporter pursuant to this contract and the transporter shall be solely responsible for any liability to third parties resulting from the negligence or intentional acts or omissions of the transporter, its agents, employees arising from or occurring in the course of this contract. The Transporter shall indemnify and keep the Corporation and its officers indemnified in case of liability arises on 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 transporter shall keep the stocks at Siraspur and Gazipur godowns of the DSCSC Ltd. The Corporation shall not pay any extra charges to the transporters 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.

13(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.

13(c). The transporter 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 transporter. A certified copy of the fitness certificate from the transport authority may also be furnished.

13(d). The transporter shall ensure that SFAs are loaded in his vehicle upto carrying capacity as per provisions of Motor Vehicle Act, 1988 and also with the compliance of the directions of the Hon'ble Supreme Court. The transporter himself shall be responsible for any action taken for violation of this provision.

14 The transporter 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 transporter. He shall be liable to make good the shortage, wastage, loss or damage to the goods in transit by way of providing goods only to the recipients instead of value of the goods besides any other action which can be taken as per terms & conditions of contract by Corporation.

15. The transporter 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 transporter 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 transporter 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 transporter or his representative(s).

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

18(a). The transporter, shall not, while plying his vehicles, divert from the nearest possible route required to be followed by him. In case there is a diversion in routes due to some emergency, the transporter will inform to DSCSC Godowns 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.

18(b). The transporter shall allow the DSCSC to install GPS Devices for monitoring the movement of vehicles (owned/hired) provided by him. He shall be responsible for security of the device installed and the device shall not be tampered in any manner. Every vehicle shall follow the route prescribed for delivery of SFAs and any deviation from the prescribed route shall make the transporter liable for payment of penalty. The transporter shall also provide security equivalent to the cost of device installed which shall be forfeited in case of tampering or loss of device. He shall return the device installed in each vehicle to DSCSC Ltd on completion of transporting by the vehicle for particular month.

19. The transporter 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 Godowns In charge. 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 transporter 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). If the transporter fails to transport the specified quantities of SFAs for the first half as per time schedule, a penalty of Rs.10/- per qtl. per day will be imposed on him for the untransported balance quantity till such date the pendency is cleared.

In case, any pendency remains after the expiry of the validity date/extended validity date, a penalty @ Rs.100/- per qtl. will be imposed on the transporter 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 transporting 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.

20(b). In case of continued failure of the transporter to transport 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.

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

20(d). In case the transporter fails to submit the receipts (WCM) as in Para 10(e) above by next working day, the Corporation, at the sole discretion of Chairman-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 transporter subject to a minimum of Rs.1000/- per WCM per day upto a maximum of 3 working days, in addition to action to be taken against the transporter. However, the transporter shall also give a written explanation within a period of 24 hours for any delay in submission of WCM/ delivery of SFAS at the specified FPS.

20(e). The transporter 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.

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

20(g). In case of any misappropriation, loss or delivery of any stocks of SFAs at unauthorized places, the transporter would be liable for action under the Essential Commodities Act and/or any other law/rules applicable the transporter 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.

20(h). The transporter 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 transporter contravening this condition, the Corporation shall be entitled to, entrust the work to anyone else at the risk & cost of the transporter and to forfeit his performance guarantee/Security Deposit.

20(i). In the event of any breach of the terms and conditions of the agreement by the transporter, the Chairman-Cum-Managing Director or authorized officers of the Corporation shall be empowered to forfeit the security deposit of the transporter in part or in full besides any other

action which may be warranted including lodging of FIR & black-listing the transporter for a period of 5 (Five) years for applying in any further tender called by the Corporation. The Chairman-Cum-Managing Director or authorized officers of the Corporation further reserve the right to waive the levy of penalties/damages of the transporter in part or full, if the breach is involuntary, due to act of God and other exigencies at their sole discretion. It is further made clear that in case of breach of the terms and conditions of the agreement by the transporter, the transporter will be black-listed for the period mentioned above for all the godowns/groups in which they would have been performing the transportation work. However, the security deposit of such transporter shall be forfeited only for those godown/groups in which breach of the terms and conditions of the agreement is committed.

21. The transporter 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 transporter will be required to provide to the Corporation security deposit as per Annexure-'A' per group for which the transportation contract is awarded, in the form of Account Payee Demand Draft / FDR / 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 security shall be valid for the period of the contract plus six months.

22(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 transporter by Corporation or any other party.

22(c). The security deposit will be refunded to the transporter 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 transporter.

23. The transporter shall carry out all services assigned or entrusted to him during the course of business by Chairman-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 Chairman-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 transporter shall always be bound to act with reasonable diligence and in a businesslike manner.

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

24(b). The transporter 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 transporter 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. The transporter shall be bound to indemnify the Corporation against all claims whatsoever in respect of the labourer under the Minimum wages, Provident Fund, ESI & Contract Labour (R & A) Act 1970 etc. if applicable. In case the Corporation is held responsible for making any kind of payment to the labourer/any other person of the transporter under any statutory provision, the said amount shall be deducted from the bills of the transporter from this contract or any other contracts or recovered from the amount of security deposit or as debt or in any other manner.

26. The transporter shall ensure 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 transporter shall compensate the Corporation for losses arising from negligence, carelessness, want of skill or misconduct by him or his agents.

27. It shall be the sole responsibility of the transporter to arrange transportation of SFAs for implementation of this agreement. The Corporation, shall not in any manner, be responsible to address any disputes 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 transporter is unable to implement the agreement on account of any disputes, and shall get the work executed, in part or full, at the risk and cost of the transporter.

28. The transporter 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.

29. The Corporation shall review the arrangement based upon the performance of the transporter in all respects from time to time.

30(a). The Corporation reserves the right to terminate the contract at any time after giving one month's notice to the transporter. The transporter may also terminate the contract after giving three months' notice to the Corporation.

30(b). In case of delayed supplies or disrupted or dissatisfactory performance, the transporter 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.

30(c). The transporter 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 transporting 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 thereto, 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.....”.

30(d). The transporter 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 along with forfeiture of performance guarantee/Security Deposit.

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

31. The transporter involved in any misconduct involving distribution 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.

32. 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 Arbitrator to be appointed by Chairman-Cum-Managing Director or any officer/person appointed by the Chairman 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 Chairman-Cum-Managing Director shall be competent to appoint another person as Arbitrator. The arbitrator appointed shall not have any direct or indirect, past or present

relationship with or interest in any of the parties or counsel or the subject matter of the dispute which is likely to give rise to justifiable doubts as to his independence or impartiality. His appointment should not further be challengeable under section 12 Arbitration and Conciliation Act 1996 or his relationship should not fall under any category specified in schedule VII of the said Act. 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.

33. 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.

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

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

Particulars of godown/group with attached FPSs for supply of SFAs (Wheat & Rice) for the period mentioned below:-

S. No	Name of Godown	Group No.	Circles Attached *	Likely Transporting approx. Qtl./ Year in Lakhs (based on Dec. 2019 allocation)	EMD (Rs. in Lakh)	Security deposit (Rs. in Lakh) 5% of the annual contract value on the basis of the rates on which contract is awarded		
						To be calculated after award of work		
1	Mayapuri	A	36,38,43 & 44	1.5	1.0	-do-		
2	Mayapuri	B	28,30,33,34 & 37	3.1	1.0	-do-		
3	Mayapuri	C	27,29,31 & 32	2.5	1.0	-do-		
4	Mayapuri	D	45 & 46	1.00	1.0	-do-		
5	Ghevra	A	6,7,9 & 13	3.5	1.0	-do-		
6	Ghevra	B	10,12,15 & 16	2.3	1.0	-do-		
7	Ghevra	C	8,11,26 & 35	3.2	1.0	-do-		
8	Narela	A	1,2,5 & 14	3.5	1.0	-do-		
9	Narela	B	62,63,64 & 65	3.0	1.0	-do-		
10	Narela	C	66,67,68,69 & 70	4.5	1.0	-do-		
11	Narela	D	58,59, 60 & 61	1.7	1.0	-do-		
12	CTO Pusa	A	23,39 & 40	1.1	1.0	-do-		
13	CTO Pusa	B	19,22,24 & 25	1.8	1.0	-do-		
14	Okhla	A	41,42,47,48,49, 50 & 51	3.0	1.0	-do-		
15	Okhla	B	52,53,54,55, 56 & 57	4.5	1.0	-do-		
16	Shakti Nagar	Whole	3,4,17,18,20 & 21	2.8	1.0	-do-		

\* Subject to change by Food & Supplies Deptt., GNCT of Delhi /DSCSC Ltd,

N.B.

- In areas where trucks are neither permissible nor possible to ply, the transporter shall arrange suitable mode of transportation for smooth and timely delivery of SFAs at the FPSs.
- The likely transporting qty. as mentioned above may vary depending upon allocation made and additional quota released by Delhi Govt./Govt. of India.

Sd/-  
GENERAL MANAGER

ANNEXURE 'B'

TO WHOM IT MAY CONCERN

This is to certify that the total turnover receipt of M/s. .... ,  
Proprietorship/Partnership/Company/Society/HUF having office at .....  
from transportation business during the financial years (2015-2016, 2016-2017 & 2017-2018)  
\_\_\_\_\_ is Rs.....(Rupees\_\_\_\_\_). The above figure has been certified on the basis  
of examination of books of accounts of the above said firm produced before us by Sh.  
..... S/o\_\_\_\_\_ of M/s\_\_\_\_\_.

For

M/s. ....

Chartered Accountants

Signature

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Date

Place

Specimen of Affidavit

Affidavit

I..... S/o ..... R/o ..... hereby solemnly affirm and declare as under :-

1. That I am the Proprietor / Partner / Director / Karta of M/s ..... situated at ..... and is running business of transportation.
2. That I or my firm is not blacklisted from any Govt. Deptt. / Organisation and / or debarred on the basis of FIR lodged against me / my firm connected with handling of essential commodities anywhere in India.
3. That it is my true statement and I shall be responsible for any false statement.

DEPONENT

Verification :

Verified at New Delhi on this ..... day of ..... that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

DEPONENT

Specimen of Affidavit

Affidavit

I..... S/o ..... R/o ..... hereby solemnly affirm and declare as under :-

1. That I am the Proprietor / Partner / Director / Karta of M/s ..... situated at ..... and is running business of transportation.
2. That I am not related directly or indirectly to any blacklisted/debarred transporter.
3. That I have neither any business relation directly or indirectly with any blacklisted/debarred transporter nor financially dependent on any such blacklisted/debarred transporter.
4. That employees of my firm are being and shall only be used for transportation of SFAs and shall not be used for loading or unloading of SFAs.
5. That it is my true statement and I shall be responsible for any false statement.

DEPONENT

Verification :

Verified at New Delhi on this ..... day of ..... that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

DEPONENT

**DELHI STATE CIVIL SUPPLIES CORPORATION LTD.**  
**7-9, ARAMBAGH, NEW DELHI-110055**

Details of Godowns, Allocation, Circle & Rates.

S. No.	Name of Godown	Group No.	Circles Attached *	Rates per qtls.	Quantity as per December, 2019 allocation(qtls)
1	Mayapuri	A	36,38,43 & 44	59.50	12961.47
2	Mayapuri	B	28,30,33,34 & 37	53.00	26643.70
3	Mayapuri	C	27,29,31 & 32	59.50	20752.51
4	Mayapuri	D	45 & 46	59.50	7148.91
5	Ghevra	A	6,7,9 & 13	59.50	29667.54
6	Ghevra	B	10,12,15 & 16	59.50	19362.61
7	Ghevra	C	8,11,26 & 35	59.50	27051.85
8	Narela	A	1,2,5 & 14	51.90	29053.61
9	Narela	B	62,63,64 & 65	66.49	24914.57
10	Narela	C	66,67,68,69 & 70	70.00	38356.67
11	Narela	D	58,59, 60 & 61	70.00	13812.34
12	CTO Pusa	A	23,39 & 40	59.50	9257.63
13	CTO Pusa	B	19,22,24 & 25	59.50	15379.76
14	Okhla	A	41,42,47,48,49,50 & 51	42.00	25755.06
15	Okhla	B	52,53,54,55, 56 & 57	47.00	37679.41
16	Shakti Nagar	Whole	3,4,17,18,20 & 21	48.50	23611.02

\* Subject to change by Food & Supplies Deptt., GNCT Delhi./DSCSC Ltd.