

Expression of Interest (EOI)

for

Empanelment of Manufacturers/ Aggregators for supply of FMCG products at Designated Fair Price Shops under Annapurna Bhandar Yojna and Supply of products at various institutions

July, 2025

Rajasthan State Food & Civil Supplies Corporation Limited

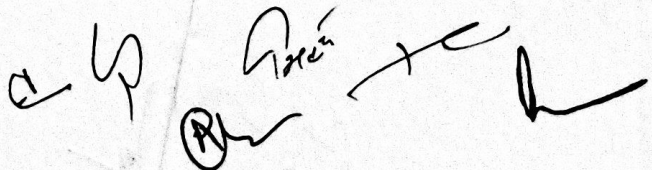
(An undertaking of Government of Rajasthan)

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Handwritten signatures and initials in black ink, including a large 'a' and 'p' on the left, a circled 'R' in the center, and several other stylized signatures on the right.

Invitation of Expression of Interest (EOI) and instructions for supply of products under Annapurna Bhandar Yojna at Fair Price Shops and Supply of products at various Institutions

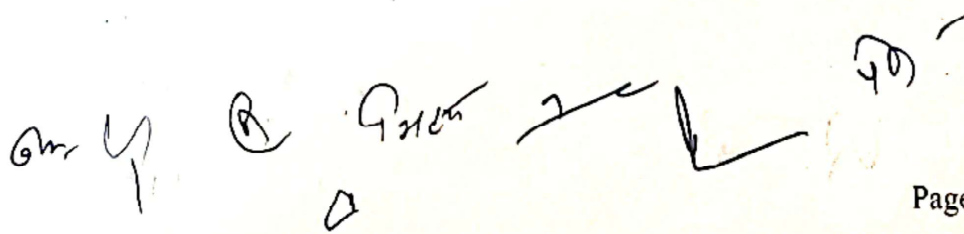
Schedule of Expression of Interest (EOI)			
S.No.	Events	Date	Time
1.	Date of Publishing EOI	08.07.2025	05:00 PM
2.	Document Download Start Date	08.07.2025	05:00 PM
3.	Pre – EOI Meeting	15.07.2025	11:00 AM
4.	Document Download End Date	29.07.2025	02:00 PM
5.	EOI Submission Start Date	08.07.2025	05:00 PM
6.	EOI Submission End Date	29.07.2025	06:00 PM
7.	EOI Validity Period	90 days	
8.	Submission of DD for EOI Document fee, processing fees and DD/BG for EOI Security in physical form at RSFCSC H.O. Jaipur	30.07.2025	03:00 PM
9.	EOI Opening Date	30.07.2025	04:00 PM

Important Note -

- The EOI Document is not transferable under any circumstances.
- Participant can access EOI related documents on the website, www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in and www.rsfcsc.com fill them with all relevant information and submit the completed EOI related document in electronic documents on the website www.eproc.rajasthan.gov.in.
- The EOI document fee will be in the form of Demand Draft and the EOI Security may be in the form of DD/BG of Scheduled Bank drawn in favour of "MD, Rajasthan State Food & Civil Supplies Corporation Ltd." payable at Jaipur. EOI processing fee will be in the form of Demand Draft of Scheduled Bank drawn in favour of "MD RISL" payable at Jaipur. All DD/BG will be submitted in the office of the Managing Director, Rajasthan State Food & Civil Supplies Corporation Ltd., 501, 5th Floor, Kisan Bhawan, Lal kothi, Jaipur-302015 up to schedule date and time. DD/BG for EOI Security should be valid for 90 days from date of opening of the EOI.
- The Managing Director may, at his discretion, extend the EOI submission date.
- The Service Tax, GST & other taxes payable if any, under the contract will be paid by the Manufacturer and Aggregator.
- No physical/offline EOI will be accepted.
- The Corporation reserves right to cancel the EOI without assigning any reason to the Manufacturer and Aggregator or anyone else.
- Conditional EOI and casual letters sent by the Manufacturers and Aggregators will not be accepted.
- Manufacturers and Aggregators are requested to read the instructions in the EOI document before submitting the EOI online.
- All Manufacturers and Aggregators are advised not to wait till last date and are advised to submit their EOI at the earliest. The Corporation will not be responsible for any last-minute rush in website, no extension in deposition of EOI will be allowed.

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1. Check List

S.N o	Particulars	Enclosed (Yes/No)	Page No.
1	Copy of GST registration Certificate		
2	Copy of FSSAI License		
3	AGMARK/BIS/ISO Certificate, if any		
4	Scanned copy of EOI security/Processing Fee/EOI Document Fee		
5	Undertaking as per clause no. 7.18		
6	Certificate of Distribution rights of products		
7	Permits/Approvals/Licenses necessary for the Performance of Scope of work.		
8	Copy of authority letter/power of attorney of person signing the EOI documents in case of partnership firm/company		
9	Experience Certificate of 2 years in FMCG and related operation		
10	Turnover Certificate of last 2 years issued by CA/Statutory Auditor with UDIN as per clause 12		
11	Office Address		
12	Net worth Certificate of required amount issued by CA/Statutory Auditor with UDIN		
13	Copy of PAN Card		
14	Copy of latest GST Return		
15	Copy of Aadhar Card of authorised person/Signatory/Owner		
16	Copy of Bank Account details/Cancelled Cheque		
17	Copy of Partnership deed/LLP Agreement/MOA/AOA		
18	Factory Details/capacity certificate/Business activity certificate		
19	Last two-year audited balance sheet and profit & loss Account issued by CA/Statutory Auditor with UDIN		
20	Appendix A: EOI Application		
21	Appendix B: Participant's Information		
22	Appendix C: Checklist of documents to be uploaded with EOI Proposal		
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32	Appendix M: Declaration on Indemnification		
33	Appendix N: Unconditional Letter of Acceptance of Conditions of EOI Document		

Note: All participants have to ensure that all above mentioned documents must be clearly readable and the documents at serial no. 5, 27, 28 and 29 should be attested by Notary Public

Handwritten signatures and initials: SQ, R, G, L, M, 40

2. Background of Proposal

2.1 General Information

RSFCSC (an undertaking of Government of Rajasthan) manages FPS in accordance with the guidelines issued under PDS by Food & Civil Supplies Department. The corporation commenced its functions from December, 2010 from the date it came into existence. It facilitates reaching of subsidized food grains and other commodities (including non-PDS items) to families in rural and urban areas of Rajasthan. Food grains- mainly wheat is supplied to the eligible families holding ration cards, through the fair price shops (FPS) authorized by the Department, spread all over the State at subsidized rates. In Rajasthan, there are about approx. 4 crore 24 lakhs beneficiaries holding ration cards and more than 27366 FPSs. Further corporation in association with State Government is closely dedicated for supply of non-PDS quality items purchased from best industries and make them available to the general public at cheaper rates.

2.2 Annapurna Bhandar Yojna

In the present scenario only food grains are sold through FPS. In the budget announcement 2025-26 hon'ble Chief Minister of Rajasthan has announced that 5000 Annapurna Bhandars will be opened at Fair Price Shops to make available daily essential goods to lower income group in the state of Rajasthan. Annapurna Bhandar Yojna has been formulated for providing better quality, multi brand consumer goods at fair and competitive prices to the general public through Fair Price Shops in the State of Rajasthan under Public Private Partnership (PPP) model.

2.3 Objectives of the Proposal

The main objective behind the issuance of the EOI is to enable the corporation in implementation of its function of market intervention by providing non - PDS items at affordable prices to general public through FPS and supply of products at various institutions. In detail, the objectives are -

- The low-income group consumers shall get good quality products of their choice at the affordable prices.
- The consumers shall be able to get range of products for their consumption.
- The reach of consumers to the products generally not available in their areas shall be accessible too.
- The essential items required for their consumption shall be available under one roof.
- Ultimately lifestyle of the general people shall improve.
- They shall also consume branded products for their day to day life.
- To provide an alternate channel to promote entrepreneurship.
- To improve financial condition of Fair Price Shops by way of improving their income.
- To make available good quality branded items to consumers at village level.

- Fair Price shops are selected for Annapurna Bhandar on the following criterion:

- The FPS should be of the dealer himself (if a FPS dealer does not own the shop in such cases the FPS shop on rental basis may also be considered, provided the shop owner has given his consent in writing for that purpose)
- The FPS should have sufficient space to operate Annapurna Bhandar
- The FPS should be open/situated on motorable Road.
- The number of Annapurna Bhandar Shops can be referred vide Appendix K
- For selection of FPS as Annapurna Bhandar, registration has to be done at district level in the office of Manager Civil Supplies with a registration fee of 2500/- (refundable). At the time of registration Fair Price Shops have to submit their consent/undertaking in the prescribed format in the office of Manager Civil Supplies.

3. Scope of Work

- 3.1 The Manufacturers and Aggregators will be free to supply the products at 5000 FPS as decided by Food Department, Rajasthan.
- 3.2 The Manufacturers and Aggregators are required to supply desired products as per the list and price decided by the corporation at the Fair Price Shops selected as Annapurna Bhandar.
- 3.3 A mobile app and a website for order booking and billing to FPS will be developed by Corporation on the cost of Manufacturers and Aggregators. The expenses of mobile app and website will be borne by Manufacturers and Aggregators in the ratio of their shareholding. This mobile app and website will be used by the corporation for monitoring and supervision. At initial stage of said scheme the demand order may be given offline by FPS through MCS offices to Manufacturers/Aggregators.
- 3.4 The Manufacturer and Aggregator shall maintain a detail requisite inventory (quantity and value) of good supplied to each FPS which shall be produced to the MCS Office at district level on a timely manner and have to submit consolidated detail to Annapurna Bhandar Wing, RSFCSC, Jaipur.
- 3.5 The supply shall be made in a timely basis.
- 3.6 The Manufacturer and Aggregator needs to fulfil the order within 10 days of the purchase/ demand order given by the FPS owner. If the Manufacturer and Aggregator fails to supply within the stipulated time, then liquidated damages of Rs. 500/- per purchase order/ per default will be taken. After such repetition, RSFCSC will terminate the contract after giving 15 days' notice to Manufacturer and Aggregator if his reply is not satisfactory. After timely review RSFCSC may issue instructions/directions for change in delivery time taken by Manufacturers/Aggregators for proper and perspicuous supply chain management.
- 3.7 The supply should be doorstep delivery at Annapurna bhandar inclusive of all the Taxes and expenses required to transport the products.
- 3.8 The demand order placed by FPS should not be less than the value Rs. 5000/-. This limit can be changed after time to time review by RSFCSC.
- 3.9 The FPS shall be handled by the FPS owner and the Manufacturer and Aggregator is only required to supply the demanded products in a timely manner. The FPS owner shall take licence under FSSA 2006 and shall obtain GSTIN If required.
- 3.10 The products to be supplied at the FPS shall be complied with all the regulatory measures required to be taken under FSSA 2006, Legal Metrology Act 2009 and any other by laws as may be applicable.
- 3.11 FPS dealers shall make the payment to the Manufacturer and Aggregator on delivery of goods. In case of any default, the authorization of concerned FPS dealer may also be suspended/ cancelled by the competent authority and registration fee deposited with corporation may be adjusted against dues of Manufacturers and Aggregators.
- 3.12 The RSFCSC will not be responsible/liable for any kind of legal dispute between Manufacturers/Aggregators and FPS or Consumers.
- 3.13 The goods delivered by the Manufacturer and Aggregator which have short shelf life i.e. up to 15 days then should have minimum 70% shelf life left to provide sufficient time to the FPS to sell the same before the date of expiry. The goods delivered by the Manufacturer and Aggregator which have shelf life more than 15 days shall have minimum 50% shelf life left to provide sufficient time to the FPS to sell the same before the date of expiry. The Manufacturer and Aggregator shall ensure to indicate the expiry dates on the goods delivered.
- 3.14 The Manufacturer and Aggregator shall provide list of items covered under "Return to Vendor" policy to the corporation and FPS on a periodic basis. Corporation/Manufacturer and Aggregator should also update the same on mobile

- application and website.
- 3.15 The Manufacturer and Aggregator shall facilitate the "return to vendor" for the items on which manufacturer provides replacement facility in event of any manufacturing fault or defect in the product.
- 3.16 If manufacturer has the policy of 'Return to vendor' for non-running items then it will be applicable to Manufacturers and Aggregators also'
- 3.17 The Manufacturer and Aggregator shall be responsible for the quality of goods. FPS operator will ensure to maintain proper storage of the goods and adhere to the storage guidelines of the manufacturers mentioned on the product pack. Further all the provisions and penalties under FSSAI 2006 and Consumer Protection Act 2019 shall be applicable to the Manufacturers/Aggregators and FPS.
- 3.18 The Manufacturer and Aggregator shall also ensure to update the Corporation and the FPS dealer about any promotional scheme/benefit/incentive provided in open market. Corporation/Manufacturer and Aggregator should also update the same on mobile application and website.
- 3.19 Margin of FPS will vary between 5% to 15% depends on nature of various products which will be finalised after approval of RSFCSC. Margin of FPS can be increased/decreased after periodic review of scheme at the level of RSFCSC, Jaipur.
- 3.20 Following items are sold by FPS in the state –
- a. Under PDS: Wheat.
- Central/State Government/RSFCSC may add/delete any items in these schemes. Those items which are covered under PDS must not be supply by the aggregators/Manufacturers to FPS selected as Annapurna Bhandar.
- 3.21 The flex banner provided at Annapurna Bhandar by the Manufacturers/Aggregators will have their identity on the main signage and left bottom side of the flex banner will reflect- "Powered by RSFCSC" shall be in the logo form with the condition that the cost of signage will be borne by Manufacturers and Aggregators. Selected Manufacturers and Aggregators will also provide/arrange marketing materials like: Standees, wall cut out, carry bags, display units etc. in order to promote sales at Annapurna Bhandar stores.
- 3.22 If supplies received is not meeting the agreed quality specifications, the stock will be rejected. In the event of stock rejection at the Annapurna Bhandar delivery point, the Manufacturer and Aggregator will replace the rejected supplies at its own cost within 15 working days. The replaced supplies will undergo assessment and if the same are found not as per specified quality parameters then such stocks will also be rejected. If again the Manufacturer and Aggregator fails to replace the rejected stock within 7 working days, contract will be cancelled and Security Deposit will be forfeited. On 3 consecutive stock rejections the Manufacturer and Aggregator will be blacklisted and maybe debarred from further supplying to Annapurna Bhandar.
- 3.23 The empanelled Manufacturers and Aggregators will supply their approved products as per demand and RSFCSC's directions in institutions like Hostels, Jail, Boarding Schools, Annapurna Rasoi, Akshaypatra, police mess, MDM, WCD, ICDS etc. The Manufacturers and Aggregators will receive such orders through the office of Manager Civil Supplies of concerned district/RSFCSC Head Office, Jaipur. The aggregators/Manufacturers will generate bill to concerned institutions on basis of selling price rate and a copy of bill will be submitted to concerned MCS and head office Jaipur. The difference of wholesale price and retail price will be submitted in the account of corporation head office, Jaipur.
- 3.24 The selected aggregator/Manufacturer should maintain hygiene as per the FSSAI Standards. The Corporation/Department/Authorised officers has the right to visit and inspect aggregator/Manufacturer premises at any time and can also do surprise check of facilities. The aggregator/Manufacturer has to coordinate for such kind of surprise/routine inspections.
- 3.25 The Manufacturer and Aggregator shall appoint state/district level coordinator who

will coordinate with DSO, MCS and corporation head office for effective operations of Annapurna Bhandar Yojana. The district level coordinator will regularly contact concerned MCS and the state level coordinator will coordinate with Corporation Head Office. The Coordinator will be bound to be present to MCS/ head office within 24 hours in case of requirement. The Manufacturer and Aggregator will provide basic details like: Name, Mobile No. Email ID, Address etc. of its coordinators to MCS and Corporation Head Office.

- 3.26 The aggregator/Manufacturer may conduct promotional activities time to time to increase sale at Annapurna Bhandar and Institutional supply. Also, they will make arrangement for workshops and training program for FPS dealer and others related to this scheme.
- 3.27 FPS list including address, FPS code, Mobile No. etc. will be provided by Department/Corporation.

4. Procedure for Online EOI

- 4.1 The Manufacturer and Aggregator who are interested in Empanelment can download EOI Documents from <http://eproc.rajasthan.gov.in>
- 4.2 Manufacturers and Aggregators, who wish to participate in this EOI, will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online EOI, Manufacturers and Aggregators will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act, 2000 using which they can sign their electronic EOI. Manufacturers and Aggregators can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan, e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Manufacturers and Aggregators who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-2922012 (Help Desk 10.00 AM to 6.00 PM on all working days) email: eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
- 4.3 Manufacturer and Aggregator will submit their offer on-line in electronic formats both for technical and financial proposals; however, DD. for EOI document fees, RISL processing fees and EOI security should be submitted manually in the office of Empanelment authority (Rajasthan State food & Civil Supplies Corporation Limited, Jaipur) before scheduled date & time as mentioned in EOI. Scanned copy of DD should be uploaded along with the online EOI.
- 4.4 Before electronically submitting the EOI, it should be ensured that all the EOI papers including conditions of contract are digitally signed by the Manufacturer and Aggregator. Possession of valid Digital Signature Certificate (DSC) and registration of the participants on the e-procurement portal is a prerequisite for e-Empanelment. The details are available at <https://eproc.rajasthan.gov.in>
- 4.5 The technical EOI will be opened at prescribed time and date as mentioned in the schedule of EOI.
- 4.6 RSFCSC may at any time prior to the opening of the EOI and for any reason, whether at its own initiative or in response to any on-line query sought by a participant to modify the EOI document by way of an addendum/corrigendum to the original EOI and such modification will be binding on all the participants.

- 4.7 The addendum/corrigendum would be uploaded on <https://eproc.rajasthan.gov.in>, <https://sppp.rajasthan.gov.in> and www.rsfcsc.com. In order to afford the prospective participant to take into account the modification or for any other reasons, RSFCSC may, at its discretion extend the due date for submitting the EOI.

5. EOI Document Fees, Processing Fee and EOI Security

- 5.1 There shall be a Processing Fees of INR 2,500/- (non-refundable) in the form of D.D. in the favour of MD, RISL payable at Jaipur.
- 5.2 There shall be a EOI Document Fee of INR 5,000/- + GST (non-refundable) in the form of D.D. in favour of Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited payable at Jaipur.
- 5.3 There shall be a refundable EOI Security of INR 2 Lakh in the form of DD of scheduled Bank in favour of Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited payable at Jaipur
- 5.4 The EOI security of unsuccessful Manufacturer and Aggregator will be refunded soon after finalization of the EOI.
- 5.5 The EOI Document Fee, processing fee and the EOI security will be deposited physically at the office of M.D., Rajasthan State Food & Civil Supplies Corporation Limited, Jaipur up to prescribed date and time.
- 5.6 No interest will be paid on EOI security by the Corporation.

6. Forfeiture of Security

The EOI security will be forfeited in the following cases:

- 6.1 When Manufacturer and Aggregator withdraws or modifies the offer after opening of EOI but before acceptance of EOI.
- 6.2 When Manufacturer and Aggregator does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Manufacturer and Aggregator.
- 6.3 When Manufacturer and Aggregator violates any terms & conditions of the EOI document.
- 6.4 When the Manufacturers and Aggregators do not deposit the security deposit within specified period.

7. Terms & Conditions

- 7.1 The EOI agreement will be valid up to 2 years and may be extended with mutual consent between RSFCSC and the Manufacturer and Aggregator on satisfactory performance of the Manufacturers and Aggregators.
- 7.2 Incomplete offer/offers not conforming strictly to the prescribed EOI forms and terms & conditions and instructions shall not be considered and shall stand summarily rejected. The EOI will be automatically closed after the date and time as mentioned in the e-Procurement platform.
- 7.3 Participant may modify and correct or upload any relevant document in the portal till the last date and time of EOI submission, as published in the e-procurement portal.
- 7.4 RSFCSC will open the EOI of all the participants received through e-procurement portal on the specified date and time. The participant can view other participants in the e-Procurement platform after opening of the EOI. However, they are at liberty to be present personally or through their authorized representative at RSFCSC office at the time of opening of the EOI along with the EOI acknowledgement receipt generated by the system after successful EOI submission. In the event of the specified date of EOI opening being declared a holiday for RSFCSC, the EOI will be opened on the next working day but there will be no change in the time for opening as indicated in the EOI.
- 7.5 Prior to the detailed evaluation of EOI, it will be determined whether each EOI;
- Has been digitally signed;

- Is responsive to the requirements of the EOI documents.
- 7.6 The EOI shall be considered to be non-responsive in the following conditions
- Non submission of EOI Document Fee, processing fees and EOI security amount.
 - Non – submission of duly signed scanned copy of in acceptance of terms & conditions.
 - Non confirmation to all requirement set out in the Empanelment documents except minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements.
- 7.7 A EOI determined as non-responsive will be rejected by the RSFCSC and may not subsequently be made responsive by correction or withdrawal of the non-conforming omission, deviation or reservation.
- 7.8 The eligible participants if required will show the supporting documents, in original or self-attested by authorized signatory, on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.
- 7.9 The Notification may be sent by registered letter by e-mail.
- 7.10 The RSFCSC will analyse all the rates offered by the qualified Manufacturer and Aggregator and after market analysis the list of products and rates will be finalized by the corporation which will be binding on all the empanelled Manufacturers and Aggregators. The Manufacturers and Aggregators will be bound to supply the approved products to the Annapurna Bhandar on the Rate decided by the Corporation.
- 7.11 To cater price fluctuation in markets and to make FPS competitive, the Manufacturer and Aggregator shall submit as on date price list to corporation for approval on monthly basis up to last day of every month. By 5th of the subsequent month, it will also be updated on mobile application/website and will be provided at Annapurna Bhandar offline/online. After timely review RSFCSC may issue instructions/directions for the approval of change in price of those products whose price fluctuate daily/weekly.
- 7.12 Corporation has right to negotiate with the successful Manufacturer and Aggregator in case discounts offered on few products are high in comparison with market rate.
- 7.13 Corporation reserves the right to award the EOI in full or in part to one or several parties. The decision of the Managing Director is final and binding on the Manufacturers and Aggregators.
- 7.14 If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the security deposit of the Manufacturer and Aggregator will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law.
- 7.15 The corporation reserves the right to accept or reject any EOI and to annul the Empanelment process and reject all EOI at any time prior to award of contract, without thereby incurring any liability to the Manufacturers and Aggregators.
- 7.16 This EOI document has been issued for the purpose of empanelment of Manufacturers and Aggregators to supply FMCG products to selected Annapurna Bhandar and Institutional supply only. In no circumstances shall RSFCSC, or its respective advisors, consultants, contractors, servants and/or agents incur any liability arising out of or in respect of the issue of this EOI.
- 7.17 Aggregators/Manufacturers have to give an undertaking that they shall not indulge in running any parallel business with FPS/Annapurna Bhandar that will harm the interest of state government/corporation. In case any Manufacturer and Aggregator

found to do any such business his security deposited with corporation will be forfeited fully or partially depending on the gravity of such act and he will also be delisted from empanelment.

- 7.18 The applicant may apply for its own products/brands as well as brands/products of other companies for which he has distribution rights. Certificate of distribution rights has to be submitted at the time of applying to this EOI.
- 7.19 The Aggregator/Manufacturer shall comply with any other instructions issued by RSFCSC from time to time within a reasonable time, as may be felt necessary. RSFCSC may conduct inspection of the manufacturing unit/warehouses and the short-listing shall also depend on the condition that the manufacturing unit/warehouses should match the standards for supply of FMCG Products to FPS. In case, the unit is not found suitable for supply of FMCG Products then, the Aggregator/Manufacturer shall have to improve and make up the deficiency as stipulated standard by RSFCSC.
- 7.20 It is desirable that Aggregator/Manufacturer must have in house tech team for supporting the web portal/mobile app for supply to Annapurna Bhandar.
- 7.21 It is desirable that Aggregator/Manufacturer must have Customer Care centre for handling day to day operation of order booking and supply.
- 7.22 The successful Aggregators/Manufacturers have to comply/follow the Standard Operating Process (SOP)/guidelines/Instructions timely issued by Department/Corporation.
- 7.23 The Applicant shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public sector undertakings that are necessary for the performance of the scope of work and assignments empanelled by RSFCSC. The applicant shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the EOI and are binding upon the applicant. The applicant shall indemnify and hold harmless RSFCSC from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the applicant or its personnel.
- 7.24 The aggregator/Manufacturer will only supply to those FPS that has been registered with RSFCSC in Annapurna Bhandar Yojana. No other FPS is authorised to take such supply from empanelled aggregator/Manufacturer.
- 7.25 Correction of arithmetical errors: -
Provided that a Financial EOI is substantially responsive, the RSFCSC will correct arithmetical error during evaluation of Financial EOI on the basis:
- if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the RSFCSC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - if there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotal shall prevail and the total shall be corrected; and
 - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- 7.27 The aggregators/Manufacturers have to conduct training/workshop of FPS at state/district level for promotional activity/skill development of concerned FPS. Well performing Annapurna Bhandar FPS and others related to this scheme will likely be recognised with rewards, incentives, felicitation at state/district level.

- 7.28 RSFCSC reserves the right to float/upload new/parallel EOI as per requirement of the scheme.
- 7.29 If there are more than one Manufactures/Aggregators for the same product with same brand, then RSFCSC will select that Manufacturer/Aggregator which has the minimum price of that product with same brand. Other Manufacturers/Aggregators may supply that same product with same brand at that minimum price which will be approved by RSFCSC.

8. Indemnification

- 8.1 The Manufacturer and Aggregator shall indemnify the corporation and FPS dealer against all claims which may arise in supply of inferior and low-quality products, not conforming to prescribed specifications defined in by-laws of the products such as Legal Metrology Act, 2009 or Food Safety and Standards Act, 2006.
- 8.2 The Manufacturer and Aggregator shall agree to keep indemnified and hold harmless Department/ corporation, its officers, employees and FPS dealer from and against all damages/claims/losses/penalty/expenses/charge-backs to reimburse corporation and FPS for which it is held liable in any proceeding arising out of use of products, pursuant to and in compliance with this EOI/Agreement and any act or omission on their part whether wilful or not and whether within or without premises for all costs corporation reasonably incur in the defence of any such claim brought against corporation or in any such proceeding in which corporation is named as a party, including reasonable attorney's fees.
- 8.3 The approved Manufacturer and Aggregator will indemnify the RSFCSC and FPS dealer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of usage of such products.

9. Signing of EOI

- 9.1 Person or persons signing /submitting the EOI shall state in what capacity he is or they are signing/submitting the EOI.
- 9.2 In the case of a Partnership Firm, Limited Liability Partnership firm and companies registered under Companies Act 1956, the names of all the partners/directors shall be disclosed and the EOI shall be signed by authorised signatory having power of attorney as per Chartered Document or as the case may be. The copy of the Partnership Deed/MOA & AOA along with Power of Attorney, Financials including Auditor's Report for previous 2 years shall be submitted along with the proposal of EOI.
- 9.3 The persons competent to sign/submit the EOI Form or any document forming part of the EOI on behalf of another or on behalf of a Firm/Company shall be responsible to produce a proper Power of Attorney/Board Resolution duly executed in his favour, stating that he has authority to bind such other person or the Firm/Company as the case may be, in all matters pertaining to the contract. If the person so signing the EOI fails to produce the said Power of Attorney/Board Resolution, his EOI shall be liable to be summarily rejected without prejudice to any other right of the Corporation under the Contract and Law. The "Power of Attorney/Board Resolution" should be signed by authorised signatory as per Chartered Document or as the case may be.

10. Documents comprising the EOI

- 10.1 The EOI shall comprise of Technical and Financial proposal and all its Appendices and all supporting documents and attachments. The EOI complete in all respect including all attachments, and supporting documents as prescribed in this EOI Document shall be uploaded by the authorized signatory as stipulated time in the EOI. Hard copy of the

EOI documents will not be accepted at this stage.

11. Submission of EOI

- 11.1 Manufacturer and Aggregator shall submit the EOI electronically, before the last date & time, as notified in schedule of EOI sheet. RSFCSC may extend the deadline for submission of EOI by issuing an amendment in which case all rights and obligations of RSFCSC and the participants previously subject to the original deadline will then be subject to the new deadline.
- 11.2 The onus of ensuring fulfilment of the eligibility condition would be on the Participant and if EOI subsequently found ineligible would be summarily rejected.
- 11.3 If any of the documents are found to be forged/fabricated at any stage, the RSFCSC may take action for banning the Manufacturer and Aggregator from participation in any EOI of RSFCSC apart from initiating legal action under the applicable law for causing any loss/damage.
- 11.4 In case of exceptional circumstances or when the EOI documents are required to be substantially modified as a result of discussions in pre-EOI conference or otherwise, the corporation reserves a right to increase the timelines for submission of EOI. In such a case the extended time and date shall be published in the same manner in case of original EOI.

12. Eligibility Criteria

- 12.1 Original brand manufacturers engaged in manufacturing of FMCG products having experience of two years in FMCG and related operations with Minimum turnover of 2.5 crores are eligible to apply.

OR

Aggregators engaged in distribution of FMCG products and related operations having experience of at least two years with Minimum turnover of 25 crores are eligible to apply.

- 12.2 It should have required work force/resources/arrangements for procurement/manufacturing and supply of products to the FPS and institutions in a timely manner
- 12.3 It should have office in the State. A Certified list of all offices/branches/warehouse of the firm with complete address and contact numbers is required to be submitted the corporation or it undertakes to open up an office within 30 days of award of the empanelment.
- 12.4 Minimum average annual turnover for the preceding 2 years in the FMCG business shall be INR 25 Crores in case of Aggregator, and Rs. 2.5 crores in case of manufacturers. The aggregators and manufacturers will submit their financial statement, balance sheet, profit & loss account along with Chartered Accountant/Statutory Auditor's signature with UDIN.
- 12.5 The net worth for manufacturers should be 1 crores and it should be 5 crore in case of Aggregators. Aggregators/ Manufacturers have to produce certificate of CA/SA in this regard with UDIN number.
- 12.6 The manufacturers / Aggregators have to deposit EOI Security of Rs. 2 lakh.
- 12.7 The Manufacturers and Aggregators are also required to provide the following documents with EOI:
 - EOI Document fee, Processing Fee and EOI Security
 - Copy of the Permanent Account Number of the firm/LLP/company.
 - Copy of GST registration number of the firm/ LLP/company.
 - Copy of Power of Attorney duly signed by authorised signatory as per Chartered Document or as the case may be.
 - Copy of latest GST Return

- Copy of Aadhar Card of authorised person/signatory/owner.
 - Copy of Bank account details/Cancelled cheque.
 - Copy of partnership deed in case of partnership firm/copy of certificate of Incorporation, MOA and AOA in case of company.
 - Copy of letter of authority authorising the person to sign the EOI document on behalf of partnership firm/company.
 - Copy of licences like: FSSAI/AGMARK/BIS/ISO.
 - Factory details and capacity certificate in case of manufacturer.
- 12.8 If the Manufacturers and Aggregators fail to submit any of the above listed documents, their EOI would be summarily rejected.
- 12.9 EOI of the participants fulfilling the above Eligibility criteria shall be only considered for evaluation the proposal.

13. Financial Proposal

- 13.1 A product wise rate shall be quoted for range of products available with prospective Manufacturers and Aggregators in the format appended as Appendix-D.
- 13.2 The evaluation of the financial proposal shall be done by corporation of those applicants who fulfil the eligibility criteria defined in clause 12 of EOI with an aim to provide products to the consumer at competitive price.
- 13.3 A consolidated rate list of all the products will be prepared by the corporation after market analysis. The Manufacturer and Aggregator will be bound to supply their products as per the list approved and finalised by the corporation.
- 13.4 A contract between Corporation and Manufacturer and Aggregator will be performed to supply products to Annapurna Bhandar/Institutional supply. Considering the initial sale of Rs. One crore in a year, minimum security of Rs. Five lakhs in the form of DD/BG has to be deposited with corporation. After due consideration of sales, the security amount will be proportionally increased/decreased. The security should be valid up to the period of Contract.
- 13.5 Corporation reserves the right to held negotiation with the Manufacturers and Aggregators qualifying the basic criteria of offering discounts.
- 13.6 The range of discount quoted by the Manufacturers and Aggregators shall be renegotiated at the sole discretion of the corporation.
- 13.7 The Manufacturer and Aggregator shall reimburse 2% of the invoice value of the goods supplied to FPS in the form of administrative charge to the corporation, the same shall be payable on a monthly basis. The due date for payment of such cost shall be 7th of the next month, failing which
- penalty @ 1% of administrative charge shall be levied if it is deposited between 8th to 15th of month
 - penalty @ 2% of administrative charge shall be levied if it is deposited between 16th to 22nd of month
 - if Manufacturer and Aggregator/aggregator fails to deposit administrative charges even after the above-mentioned date, then he shall be liable for penal action as per rules and terms and conditions of agreement

14. Duration & Place of Delivery

The Manufacturer and Aggregator will have to compulsorily supply ordered quantity of products within the period specified under scope of work from the date of initial order at specified FPS destinations as per Appendix K/Institutional buyers across Rajasthan. The RSFCSC will not place any purchase order. The Manufacturer and Aggregator will have to

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supply in accordance with the demand placed by FPS. The Manufacturer and Aggregator will be responsible for creation of demand/reorder.

15. Packing & Insurance

The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the Manufacturers and Aggregators and the department will not be required to pay any such charges, if incurred. The Aggregator/Manufacturers has to comply with all the provisions related to packaging like legal metrology act 2009, legal metrology (Packaged Commodity) rules 2011 and Food safety, Standards (Packaging and labelling) regulations 2011 and BIS.

16. Quality Assurance

The Manufacturer and Aggregator will have to ensure that the qualities of products supplied at FPS/Institutional buyer etc are strictly conforming to the specifications prescribed under BIS/FSSAI/AGMARK. If required, The random samples may also be taken from FPS/warehouses of Manufacturers and Aggregators by the corporation or its authorized persons. In the event of any of the samples taken found to be substandard, harmful, adulterated etc as the case may be, the concerned Manufacturer and Aggregator will be wholly responsible for that. The Manufacturer and Aggregator will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts. Further, the Manufacturer and Aggregator will have to immediately replace the entire stock of the particular batch/lot number of substandard/ adulterated products at their cost. If any quantity of substandard/ adulterated products cannot be replaced/ taken back from the FPS due to its supply to the consumers, then a penalty equivalent to the deduction of minimum 20% or as decided by competent authority from the consignment of that particular Batch/ Lot will be deducted.

17. Termination of Contract on breach of conditions

- 17.1 In case the Manufacturer and Aggregator fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the Corporation to forfeit the amount deposited by the Manufacturer and Aggregator as security deposit and cancel the contract without one month's notice.
- 17.2 The Corporation reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the Manufacturer and Aggregator. The Manufacturer and Aggregator will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the RSFCSC.

18. Extension Clause

The lock in period of the contract shall be 2 years and the period can be further extended with mutual consent on satisfactory performance of Manufacturers and Aggregators.

19. Compliance with the code of Integrity

Any person participating in a procurement process will –

- 19.1 Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in Empanelment process or to otherwise influence the Empanelment process.
- 19.2 Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- 19.3 Not indulge in any collusion, EOI rigging or any-competitive behaviour to impair the transparency, fairness and progress of the Empanelment process.

- 19.4 Not misuse any information shared between the RSFCSC and the Manufacturers and Aggregators with intent to gain unfair advantage in the Empanelment process.
- 19.5 Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the Empanelment process.
- 19.6 Not obstruct any investigation or audit of an Empanelment process.
- 19.7 Disclose conflict of interest, if any, and disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procurement entity.

20. Conflict of Interest

The Manufacturer and Aggregator participating in an Empanelment process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Manufacturer and Aggregator may be considered to be in conflict of interest with one or more parties in Empanelment process if, including but not limited to:

- 20.1 Have controlling partners/ shareholders in common; or
- 20.2 Receive or have received any direct or indirect subsidy from any of them; or
- 20.3 Have the same legal representative for purposes of the EOI; or
- 20.4 Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the EOI of another Manufacturer and Aggregator, or influence the decisions of the RSFCSC regarding the Empanelment process; or
- 20.5 The Manufacturer and Aggregator participates in more than one EOI in a Empanelment process. Participation by a Manufacturer and Aggregator in more than one EOI will result in the disqualification of all EOI in which the Manufacturer and Aggregator is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Manufacturer and Aggregator, in more than one EOI; or
- 20.6 The Manufacturer and Aggregator or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the EOI; or
- 20.7 Manufacturer and Aggregator or any of its affiliates has been hired (or is proposed to be hired by the RSFCSC as consultant for the contract.

21. Saving Clause

No suit, prosecution or any legal proceedings will lie against EOI inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of EOI.

22. Agreement

All successful Manufacturers and Aggregators should execute an agreement immediately after award of EOI on INR 500/- on non-judicial stamp paper within seven (7) days as per the terms. In the event of failure to execute the agreement by Manufacturer and Aggregator, the EOI security shall stand forfeited apart from cancellation of supply contract besides debarring of the Manufacturer and Aggregator for his failure to comply with the terms and conditions of the EOI. Further an option shall lie with the Corporation to offer the EOI to the other qualifying Manufacturer and Aggregator or to summarily cancel the Empanelment process.

At initial level, a minimum-security deposit of 5 lakh will be taken from Manufacturer and

Aggregator in the form of DD/BG in favour of Managing Director, RSFCSC payable at Jaipur considering the initial sale of One Crores. After due consideration of sales, it can be proportionally increased or decreased according to the sales value. The security deposit should be valid for a period of more than 2 months from the date of expiry of contract.

RSFCSC reserves the right to de-list any empanelled Manufacturer and Aggregator during the course of contract for consistent public complaints regarding products supplied by him and also for non-compliance of any terms and conditions of EOI agreement, any laws, rules regulation of the laws. Further, RSFCSC reserve the right to rescind EOI agreement and start the process for new EOI/parallel EOI process.

23. Dispute Resolution

In case of any dispute arising between the Manufacturers and Aggregators and the FPS, the Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited will act as the dispute redressal authority, and the decision of MD, RSFCSC will be final and binding on all the parties concerned.

24. Jurisdiction

In the event of any dispute arising out of the EOI or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honourable High Court (Jaipur Bench only)

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25. EOI Application (on the Letter Head of the company/firm)

To,

The Managing Director
Rajasthan State Food & Civil Supplies Corporation Limited
Jaipur

Dear Sir/Madam,

This is in reference with your EOI No.....date..... I/We submit the EOI for supply of FMCG products under Annapurna Bhandar Yojna at FPS and Institutional supply across Rajasthan.

I/we have thoroughly examined and understood all the terms & conditions as contained in the EOI document, invitation to EOI, General Information to participant and its annexure & appendices and agree to abide by them.

I/We shall be bound by communication of acceptance of the offer dispatched within the time.

I/We do hereby declare that the entries made in the EOI and Appendices/Annexure attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

I/We hereby enclose DD/BG Ref No _____ dated _____ for
INR...../- (INR
.....only)
towards EOI processing Fee, EOI document fee and EOI Security respectively.

In the event of my/our EOI being accepted I/We agree to furnish administrative charges as stipulated in the EOI and put in place the necessary services within fifteen working days of acceptance of the EOI.

I/We do hereby declare that the entries made in the EOI are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

I/We hereby declare that my/our firm/company has not been blacklisted or otherwise debarred during the last three years by the RSFCSC, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)

OR

I/We hereby declare that my/our Firm/company was blacklisted/debarred by _____
(here give the name of the client) for a period of _____, which period has expired on _____.
(Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

I/We hereby declare that no contract entered into by me/ my Firm/company with the RSFCSC, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last three years.

I/We hereby declare that I/We have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the RSFCSC shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

RSFCSC and its representatives are hereby authorized to conduct any checks or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this expression of interest.

It is understood that this is not a tender form but empanelment process and no business is guaranteed by RSFCSC, on qualifying eligibility criteria.

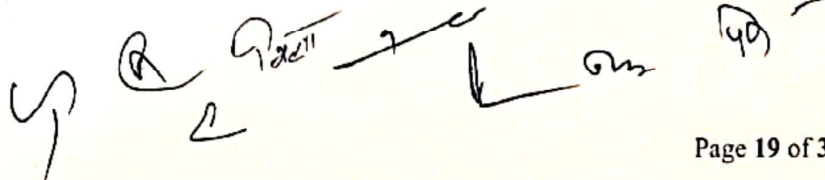
Signature

Name:

Designation:

Place

Date:

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26. Participant's information

S.No.	Particulars	Information
1.	Name of the Participant	
2.	a) Business Address b) Telephone Number c) Fax No. d) Mobile Number e) Email Id	
3.	Constitution of the business	
4.	List of partners/directors	
5.	Experience of firm/company in supply to companies engaged in similar line of business (scanned copy of PO/orders of such organization)	
6.	Whether having office in the state in which RSFCSC head office situated if yes, please provide Address (A scanned copy of list of all offices/branches/warehouse of the firm with complete address and contact numbers may be enclosed)	
7.	Name of the Contact Persons authorized to sign EOI documents with their contact details	
8.	PAN No. of participant (enclose a scanned copy of PAN of the firm)	
9.	GST registration certificate (enclose copy)	
10.	Gross Annual Turnover of preceding 2 years. (Enclose scanned copies of profit & Loss account & Balance Sheet for preceding Two years.)	
11.	Details of participant's Bank Account Account number, Bank Name, Branch, IFSC	
12.	Net worth Certificate issued by CA/SA with UDIN	

Authorized Signatory

Handwritten signature and initials: A, P, L, M, D, and a checkmark.

Appendix: C

27. Check List of Documents to be uploaded with EOI Proposal:

S.N o	Particulars	Enclosed (Yes/No)	Page No.
1	Copy of GST registration Certificate		
2	Copy of FSSAI License		
3	AGMARK/BIS/ISO Certificate, if any		
4	Scanned copy of EOI security/Processing Fee/EOI Document Fee		
5	Undertaking as per clause no. 7.18		
6	Certificate of Distribution rights of products		
7	Permits/Approvals/Licenses necessary for the Performance of Scope of work.		
8	Copy of authority letter/power of attorney of person signing the EOI documents in case of partnership firm/company		
9	Experience Certificate of 2 years in FMCG and related operation		
10	Turnover Certificate of last 2 years issued by CA/Statutory Auditor with UDIN as per clause 12		
11	Office Address		
12	Net worth Certificate of required amount issued by CA/Statutory Auditor with UDIN		
13	Copy of PAN Card		
14	Copy of latest GST Return		
15	Copy of Aadhar Card of authorised person/Signatory/Owner		
16	Copy of Bank Account details/Cancelled Cheque		
17	Copy of Partnership deed/LLP Agreement/MOA/AOA		
18	Factory Details/capacity certificate/Business activity certificate		
19	Last two-year audited balance sheet and profit & loss Account issued by CA/Statutory Auditor with UDIN		
20	Appendix A: EOI Application		
21	Appendix B: Participant's Information		
22	Appendix C: Checklist of documents to be uploaded with EOI Proposal		
23	Appendix D: List of Products		
24	Appendix E: Declaration by Manufacturer and Aggregator regarding qualifications		
25	Appendix F: Annual Turnover Statement		
26	Appendix G: Statement of Past Supplies & Performance		
27	Appendix H: Affidavit regarding compliance to Terms & Conditions of EOI		
28	Appendix I: Technical Undertaking		
29	Appendix J: Financial Undertaking		
30	Appendix K: List of FPS		
31	Appendix L: Grievance Redressal during empanelment process		
32	Appendix M: Declaration on Indemnification		
33	Appendix N: Unconditional Letter of Acceptance of Conditions of EOI Document		

Note: All participants have to ensure that all above mentioned documents must be clearly readable and the documents at serial no. 5, 27, 28 and 29 should be attested by Notary Public

28. List of Products

Name of firm.....

S.No.	Items	Brand	Packaging size	MRP	Offer Price (Purchase cost for FPS)	FPS Max. Margin in %	Max. Selling Price
1	2	3	4	5	6	7	8
Category A							
1	Edible Oil					5%	
2	sugar					5%	
3	Rice					5%	
4	Gud					5%	
5	Atta					5%	
Category B							
1.	Turmeric Powder					10%	
2.	Coriander Powder					10%	
3.	Red Chili Powder					10%	
4.	Pulses					10%	
5.	Noodles					10%	
6.	Biscuits, Cookies					10%	
7.	Cosmetic Creams					10%	
8.	Bathing/Toilet Soaps					10%	
9.	Talcum Powder					10%	
10.	Detergent Bar/Powder					10%	
11.	Washing soap/liquid					10%	
12.	Utensil clear					10%	
13.	Tooth Paste, Tooth Powder					10%	
14.	Health drinks					10%	
15.	Iodex/vicks					10%	
16.	Baby food					10%	
17.	Pens/Pencils/Rubber/Sharpener					10%	
18.	Bulb/LED					10%	
19.	Shoes Polish/Shiner					10%	
20.	Sports related products					10%	
21.	Match Stick					10%	
22.	Tea Bag 10/20					10%	
Category C							
1.	Other Spices					15%	
2.	Cereals except Wheat					15%	
3.	Dry Fruits					15%	
4.	Packaged Food					15%	
5.	Candies, Chocolates and Toffies					15%	

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6.	Wafers/Chips					15%	
7.	Coffee					15%	
8.	Hair Oil					15%	
9.	Shampoo					15%	
10.	Surface Cleaner					15%	
11.	Air freshener					15%	
12.	Food Supplements					15%	
13.	Vitamin supplements					15%	
14.	Diaper					15%	
15.	Soap /talc					15%	
16.	All Stationary Products					15%	
17.	Candle					15%	
18.	Pooja Items					15%	
19.	Pencil Cell					15%	

Note:

- The Manufacturers and Aggregators are required to provide his proposal for the products which are available with them and they have distribution rights of the same.
- The above list is only indicative, the Manufacturers /aggregators will make his own list of products in above format and it will be made available to corporation in excel file also.
- The FPS margin shall be offered product wise.
- The evaluation shall be done on the basis of wholesale price offered on each product.
- The RSFCSC will prepare list of products with competitive rate after complete market analysis. The product range and competitive prices decided by the corporation will be applicable to all empanelled Manufacturers and Aggregators. All the empanelled Manufacturers and Aggregators have to supply their approved product list all over the state of Rajasthan on the same rate to concerned Annapurna Bhandar.
- The range of products and rates received through this process will be made available to all selected Annapurna Bhandar for order booking.
- The selling price, at which FPS owner will sale their products to consumers, will be finalised by RSFCSC after adding FPS margin on wholesale price.
- FPS margin may be increased or decreased after periodic review of scheme at the level of RSFCSC, Jaipur.

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29. Declaration by the Manufacturer and Aggregator regarding Qualifications
Declaration by the Manufacturer and Aggregator
(Shall be submitted on letter head of firm)

In relation to my/our EOI submitted to RSFCSC, Jaipur for empanelment of Manufacturer and Aggregator of FMCG Product in response to their Notice Inviting EOI No.
Dated..... I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Empanelment Document issued by the RSFCSC;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Empanelment Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in EOI Document, which materially affects fair competition;

Date:

Place:

Signature of Manufacturer and Aggregator

Name

Designation:

Address:

[Handwritten signature and initials]

Appendix: F

30. Annual Turnover Statement
(Certified & Signed by CA/Statutory Auditor)

The Average Annual Turnover of M/s. _____ address
_____ for the past two years are given
below and certified that the statement is true and correct.

S. NO.	Financial Year	Turnover in Crore (INR)
1.	2022-23	
2	2023-24	

Total - INR _____ Crore

Average turnover per annum - Rs. _____ Crore

Date

Seal and sign of Manufacturer/Aggregator

Seal and sign of
Chartered Accountant
/Statutory Auditor with UDIN

(Name & Address)

Contact Details

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31. Statement of Past Supplies and performance

We..... (Name of firm) do hereby undertake that we have supplied FMCG Items as per details given below:-

Calendar Year	S. No	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Fortified been supplied satisfactory ?
					As per contract	Actual		
2022-23								
2023-24								

Note:-

1. It should be submitted with EOI document.
2. The above information will be verified from relevant documents of Manufacturer and Aggregator.
3. The Certificate of CA/SA with UDIN has to be submitted with EOI document.

Date :

Place :

Seal and sign of
with Seal
Chartered Accountant/
Statutory Auditor with UDIN

Signature of Manufacturer and Aggregator

[Handwritten signatures and initials]

32. Affidavit regarding compliance to Terms & Condition of EOI

(On Rs.100/- non judicial stamp paper)

Manufacturer and Aggregator Name:

I/We confirm that I/We are authorized to submit EOI on behalf of the firm participating in the EOI and have perused the entire EOI document including all its amendments till date.

Having perused the EOI document with all amendments (wherever applicable), I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in EOI document including technical particulars, Detailed technical specifications of the product, Special Terms & Conditions and General Terms & Conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

- I/We also confirm acceptance of the all General Terms & Conditions of EOI document.
- I/We certify that the prices quoted against the EOI are competitive and without adopting any unfair / unethical means in including cartelization.
- I/We certified that Empanelment firm has not been banned by any Government Department of the State / PSU from business dealings.
- I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

**Name of Manufacturer and
Aggregator with Signature and Seal**

Handwritten signature and initials: A circular stamp with a signature inside, followed by a long horizontal line, and then the word "am" followed by a signature.

33. Technical Undertaking

(On Rs.100/- non judicial stamp paper)

I/We have clearly understood all the terms and conditions of the EOI and agreement etc. and agree to undertake the supply of FMCG items at the destinations specified by corporation and as per the appendix of EOI document specifications prescribed by the Corporation.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the EOI etc., and the instructions issued by the Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited from time to time.

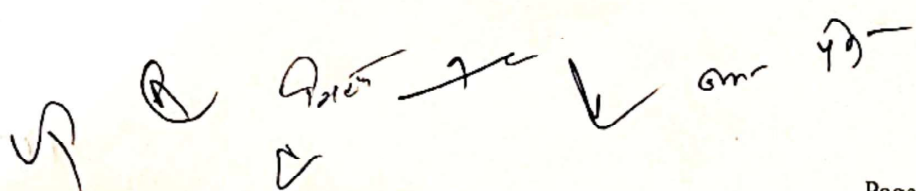
I am/we are enclosing the following documents as per the Terms and Conditions of the EOI:

1. Demand Draft bearing No. _____ Dt. _____ for
INR. _____/- { _____ } Drawn on-----
----- Bank towards EOI Security.
2. Affidavit attested by a notary to that effect that the Manufacturer and Aggregator has no past or present criminal record with the Police/Vigilance of CS Dept./ Vigilance And Enforcement Dept. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
3. Affidavit stating that the Manufacturer and Aggregator or any of the partners or Representatives were never blacklisted by any of the civil supplies Corporation/ Central Government/any State Government/ any union Territory/ State Agency at time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
4. Copy of the partnership Deed along with permanent and present addresses of the partners in case of a Firm.
5. Copy of the Registration Certificate, as the case may be firm / Limited Company/Private company/Partnership firm/LLP.
6. Copy of Registration Certificate under GST Act / Sales Tax Act / CST Act renewed up to date.
7. Copies of the Income Tax returns for last two years.

I/We hereby affirm that the Corporation is at liberty to take action against me / us as per the terms and conditions of EOI Document, if the above said statement proves to be wrong at any point of time.

Signature of the Manufacturer
and Aggregator

Name:



Appendix: J

34. Financial Undertaking
(On Rs.100/- non judicial stamp paper)

I/We have clearly understood all the terms and conditions of the EOI and agreement etc. and agree to undertake the supply quality FMCG products at the destinations specified by Corporation.

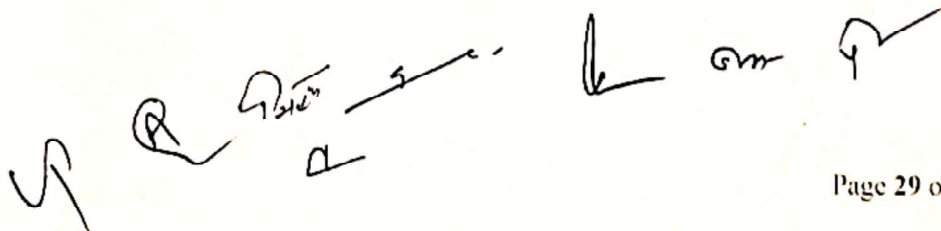
I/We shall assure that I/We shall strictly abide by the terms and conditions of the EOI document, Agreement and the Managing Director of Rajasthan State Food & Civil Supplies Corporation Limited from time to time.

I/We shall furnish the prescribed Security Deposit amount of INR 5,00,000/-, within Seven (07) days of the acceptance of my/our EOI proposal and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the EOI and my our EOI Security stands forfeited if my/we fail to furnish the prescribed Security Deposit and also enter into agreement within Seven (07) days of acceptance of my/our EOI proposal and I/we will strictly abide by the terms and conditions of the EOI document, Agreement. In the event of non-fulfilment of contract by me/us, my/our Security Deposit or any amount available with the Corporation are liable to be forfeited, award of supply contract stands cancelled besides blacklisting me/us.

Signature of the Manufacturer and Aggregator

Name:

Address:

Handwritten signature and initials in black ink, including a large 'M' and 'R' followed by a signature and the word 'Date'.

35. List of FPS

S.No.	Division	Target
1-	Udaipur	1000
2-	Jaipur	1000
3-	Jodhpur	1000
4-	Kota	500
5-	Bikaner	500
6-	Bharatpur	500
7-	Ajmer	500
	Total	5000

Note:- Division wise targets can be increased or decreased.

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36 . Grievance Redressal during Empanelment Process

The designation and address of the First Appellate Authority is MD, RSFCSC, Jaipur Rajasthan
The designation and address of the Second Appellate Authority is Chairman, RSFCSC, Jaipur, Rajasthan.

(1) Filing an appeal

If any Manufacturer and Aggregator or prospective Manufacturer and Aggregator is aggrieved that any decision, action or omission of the RSFCSC is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to the First Appellate Authority, as specified in the Empanelment document within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Manufacturer and Aggregator as successful the appeal may be filed only by a Manufacturer and Aggregator who has participated in the procurement proceedings:

Provided further that in case a RSFCSC evaluates the Technical EOI before the opening of the financial EOI, an appeal related to the matter of financial EOI may be filed only by a Manufacturer and Aggregator who's technical EOI is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Manufacturer and Aggregator or prospective Manufacturer and Aggregator or the RSFCSC is arrived by the order passed by the first appellate authority, the Manufacturer and Aggregator or the prospective Manufacturer and Aggregator or the RSFCSC, as the case may be, may file a second appeal to second appellate authority specified in the Empanelment document in this behalf within 15 days from the expiry of the period specified in para (2) or the date of receipt of the order passed by the First appellate authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the RSFCSC relating to the following matters, namely: -

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Manufacturers and Aggregators in the EOI process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of the confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to the First Appellate authority or second appellate

authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be INR 2,500/- and for second appeal shall be INR 10,000/- which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of Appellate authority concerned.

(7) Procedure for disposal of appeal

- (a) The first appellate authority or second appellate authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the first appellate authority or second appellate authority, as the case may be, shall –
 - i. Hear all the parties to appeal present before him; and
 - ii. Pursue or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal Or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub clause (c) above shall also be placed on the State Public Procurement Portal

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Memorandum of Appeal

Appeal No.....of.....
Before the..... (First/Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any;
 - (iii) Residential Address:
2. Name and address of the Respondents:
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement or decision, action or omission of the RSFCSC in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
.....
.....
.....
.....
..... (Supported by an affidavit)
7. Prayer:
.....
.....
.....
.....

Place.....
Date.....

Appellant Signature.....

[Handwritten signatures and initials]

37. Declaration on Indemnification
(to be on company letter head)

Offer Reference No:

dated:

MD,
RSFCSC
Kisan Bhawan, Jaipur

Dear Sir,

Sub: Declaration on Indemnification

We, undersigned, offer to empanel our organization in conformity with the terms and conditions of the EoI. As per clause no. 8 of the EOI, we hereby undertake to fulfil regulatory compliances and License for the services being offered and, in this regard, we indemnify RSFCSC against non-compliance on our part. We also undertake that we will strictly adhere to the provision of all laws governing the contract for effective operations of Annapurna Bhandar Yojana.

Date:

Signature with seal –

Name:

Designation:

[Handwritten signatures and initials]

38. "UNCONDITIONAL LETTER OF ACCEPTANCE OF CONDITIONS OF
EOI DOCUMENT"

From: (To be submitted in ORIGINAL on the letter head of the company by the authorized
officer having power of attorney)

To,
MD. RSFCSC,
Jaipur.

Sub: EOI for "the Empanelment of aggregators of FMCG products to the designated FPS
registered as Annapurna Bhandar in the state of Rajasthan"


Sir,


- 1) This has reference to above referred EOI. I/We are pleased to submit our offer for the
above work and I/We hereby unconditionally accept the tender conditions and tender
documents in its entirety for the above work.
- 2) I/We are eligible to submit the offer for the subject EOI and I/We are in possession of all
the documents required.
- 3) Should this offer be accepted, I/We agree to abide by and fulfil all terms and conditions
referred to above and as contained in EOI documents elsewhere and in default thereof, to
forfeit and pay RSFCSC, or its successors or its authorized nominees such sums of money
as are stipulated in the notice inviting EOI and EOI documents.

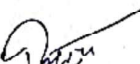
Yours faithfully,

(Signature of the Manufacturer
and Aggregator with rubber stamp)


Date:


MCS (Dausa)


MCS (Jaipur City)



MCS (HQ)


Manager (Fin.)


Gen. Manager (Mkt.)


Gen. Manager (Fin.)


Gen. Manager (Adm.)


DC-1 (Food Deptt.)