



भारतीय राष्ट्रीय उपभोक्ता
सहकारी संघ मर्यादित

National Co-operative Consumers'
Federation of India Ltd.



27, मिर्जा गालिव स्ट्रीट, (चौथी मंजिल), कोलकाता - 700 016, 27, Mirza Ghalib Street, (4th Floor), Kolkata - 700 016

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Dated : 01/12/2022

NCCF:KOL:GROCERY:2022-23/

457

E-TENDER NOTICE

Sub. : E-Tender for Supply of Bengal Gram for Festive Special Package
in PDS in Holy Month of RAMZAN 2023

NCCF, Kolkata intends to participate in the e-Tender floated by the Managing Director, West Bengal Essential Commodities Supply Corporation Limited, 11A Mirza Ghalib Street, Kolkata – 700 087 for Supply of Bengal Gram for Festive Special Package in PDS in Holy Month of RAMZAN 2023. NIT is enclosed for kind information please.

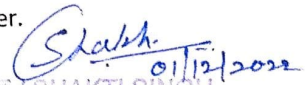
Interested enlisted, sound and well experienced Supplier(s) of NCCF are requested to contact with NCCF, Kolkata Branch immediately alongwith Credential / Work Completion Certificate of such supply for execution of the work on behalf of NCCF within 08/12/2022 (upto 6.00 pm) enabling us to submit the same within stipulated period.

- Rate is to be quoted for the items INCLUSIVE ALL.
- EMD of Rs. 10,00,000/- is to be submitted by way of RTGS/ NEFT in favour of NCCF OF INDIA LTD.
- Selection of Supplier will be made on the basis of Maximum Margin offered for NCCF and lowest rate quoted.
- Other terms and conditions are as per terms of NIT.
- NCCF will be at liberty to distribute the quantity of material/ work (40% maximum) to be supplied among all the technically eligible bidders (bidders who qualify the eligibility criteria and have deposited requisite earnest money alongwith their bids) at the lowest accepted rates by the Tendering organization subject to acceptance of the lowest rates by the bidders other than L1, after acceptance of NCCFs offer by the Tendering Organization.
- NCCF shall be at liberty to terminate the empanelment of the Business Associate if it is found that they have competed with NCCF in a particular bid either directly or in partnership/ JV with some other firm.
- NCCF may accept/ reject the offer without any reason whatsoever.

cc. All Registered Supplier
NCCF, Kolkata Branch

cc. NOTICE BOARD
NCCF, Kolkata Branch

Encl. : NIT of the E-Tender.


शक्ति सिंह / SHAKTI SINGH
शाखा प्रबंधक / BRANCH MANAGER
भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित
NATIONAL CO-OPERATIVE CONSUMER'S
FEDERATION OF INDIA LIMITED
२७, मिर्जा, गालिव स्ट्रीट, (चौथी मंजिल), कोलकाता
27, MIRZA GHALIB STREET, (4th Floor) KOLKATA



WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED

E-TENDER DOCUMENT

ECSC/PDS/2022/1512(Bengal Gram) dated:21.11.2022

**FOR THE SUPPLY OF BENGAL GRAM for FESTIVE SPECIAL PACKAGE IN PDS IN HOLY MONTH
OF RAMZAN 2023**

**Tenders, comprising both technical and financial bids, are to be submitted concurrently, digitally
signed and to be in the website: www.wbtenders.gov.in**

**HEAD OFFICE: 11A, B- BLOCK KHADYA BHAVANMIRZA GALIB STREET, KOLKATA
Pin- 700 087.
Email-pdswbecscltd@gmail.com**

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Enclose: Aforesaid schedules & enclosures positively.

NOTICE INVITING E-TENDER

West Bengal Essential Commodities Supply Corporation (WBECS) intends to float e-Tender inviting proposals from eligible Bengal Gram suppliers for Supply of Bengal Gram as per the specified parameters for supply in Festival Special Package in Public distribution system. Important Information about this e-Tender is given below.

Sl No	Information	Details
1	Tender Inviting Authority	West Bengal Essential Commodities Supply Corporation (WBECS)
2	Job requirement	Supply of Bengal Gram as per the quality specifications to be delivered at M.R. Distributor points / Wholesale godown points of PDS system in different districts. This includes packaging, handling, loading, transporting, unloading, carrying and delivery .
3	Supply schedule	Supply to be completed Within 30 days from the date of issuing supply order unless extension is allowed by the Tender Inviting Authority. The probable period of supply may fall in the month of February 2023
4	Date and time of floating of tender	22.11.2022 , 12 noon
5	Documents download start date & time	22.11.2022 , 12 noon
6	Pre-bid meeting	05.12.2022 , 12 noon
7	Last date for sample submission	07.12.2022 , 5.00 p.m.
8	Last date of submission of complete bid document including technical and financial proposal and financial proposal	12.12.2022 , 12 noon
9	Date & time for opening technical proposal	14.12.2022 , 12 noon
10	Date and time for opening Financial proposal	19.12.2022 , 3.00 p.m.
11	Earnest Money Deposit (EMD) amount and mode of payment	Rs. 10,00,000 EMD to be paid through WB e-tender portal only
12	Security Deposit to be deposited by the selected bidder and mode of payment	Rs. 50,00,000 /- (Rupees Fifty Lacs only) Security deposit to be made through RTGS/ NEFT to Beneficiary-WBECS Ltd. Bank Account-0093000109114712. PUNJAB NATIONAL BANK, NEW MARKET BRANCH, IFSC-PUNB0009300.

SCOPE OF WORK

Following is an indicative Scope of Work for the supply of Bengal Gram to Distributor points/Wholesale godown points in different districts.

1. Item to be Supplied

Bengal Gram

2. Quantity to be Supplied

8030.00 MT (Provisional Quantity). However, the actual quantity of supply will be as per the indent received from the respective districts.

3. Delivery Obligations

- I. The Supplier shall be responsible for packaging, handling, loading, transporting, unloading, carrying and deliver in to the Distributor points/Wholesale godown points in different districts. Transit losses, if any, will have to be borne by the Supplier on no-recourse basis.
- II. Only selected bidders will perform the job. No sub-bidder will be allowed to make any supply. If found, it will be viewed as violation of norms.

4. Delivery Schedule

Supply to be completed within 30 days from the date of issuing supply order, unless necessary extension is allowed at the sole discretion of WBECSC LTD. The probable period of supply may fall in the month of February 2023

5. Change in Scope of Work

Any change in Scope of Work as intimated by the WBECSC to the Supplier as per Clause 38 (Change in Scope of Work) of the ITB and Clause 10 (Change in Scope of Work) of the GCC, shall be construed in terms of the Scope of Work contained herein and any change there to shall always be deemed to form part of this Scope of Work.

6. Packaging

Printed bags may be used for supply with details as mentioned below or bags should carry a label/sticker with same details:-

Ramzan Package 2023	
WBECSC Ltd. (A govt. of West Bengal Undertaking)	
Item :	Bengal Gram
Date of Manufacturing:	(.....)
Name of District :	(.....)
Name of supplier :	(.....)

1. Eligibility Criteria and Documents to be Submitted in Support of Bids

S. No.	Eligibility Criteria	Documents to be provided								
Technical Criteria										
1.	<p>The bidder must be a</p> <p>(i) company within the meaning of Companies Act ;or</p> <p>(ii) limited liability partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008; or</p> <p>(iii) partnership registered under the Partnership Act, 1932; or</p> <p>(iv) a proprietorship firm. The bidder must be in existence for last 5 (five) years as on the date of submission of the bid, having its registered office and/or principal place of business in the State of West Bengal. The bidder must be a firm/entity as required above engaged in the business of manufacturing/ milling/supply of Bengal Gram.</p>	<p><u>For Company:</u> Certificate of Incorporation, Memorandum of Association and Articles of Association and Last Filed Annual Return</p> <p><u>For LLP:</u> Registration Certificate, LLP Agreement and Last Filed Statement of Account and Solvency</p> <p><u>For Partnership Firm:</u> Registration Certificate and Partnership Deed</p> <p><u>For Proprietorship Firm:</u> Trade License and /or License under the West Bengal Shops and Establishments Act, 1963.</p>								
2.	The bidder should be in the business of Manufacturing/ Milling /supply of Bengal Gram and shall have successfully completed supply of minimum 4000 MT of Bengal Gram,	<p>Certificate from the Chartered Accountant stating that the bidder has completed supply of 4000 MT as per the format prescribed below:</p> <table border="1"> <thead> <tr> <th>Financial Year</th> <th>Quantity of Bengal Gram Supplied (in MT)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Financial Year	Quantity of Bengal Gram Supplied (in MT)						
Financial Year	Quantity of Bengal Gram Supplied (in MT)									
3.	The bidder shall have a valid Food Safety and Standards Authority of India (“ FSSAI ”) license as on the date of submission of the bid	Copy of FSSAI License.								
4.	The bidder should have sufficient storage capacity, at Kolkata or in the allotted districts of West Bengal.	Details of the godowns should be furnished in Appendix-5.								
5.	Bidder shall submit the sample of Bengal Gram in triplicate, in three 500 gm sealed packets	Acknowledgement / Documentary evidence issued by the DGM, PDS of WBECSC								

Financial Criteria		
6.	The bidder should have an annual average turnover of (i) INR 5 Crore, in any three of the financial years 2017-18,2018-19,2019-20, 2020-21 & 2021-22.	<p>Audited Financial Statements (audited by chartered Accountant) of the relevant 3 (three) financial years corresponding to the financial years claimed against the preceding column.</p> <p>Filed Income Tax Returns of the financial 2018-2019, 2019-2020 2020-2021 & 2021-22 (any three).</p>
7.	The bidder shall be registered for Goods and Services Tax (“ GST ”) and shall have valid Permanent Account Number (“ PAN ”)	Copy of GST registration and copy of PAN

Quality Control and Quality Specifications

- i. WBECSC Ltd. is very keen in supplying only quality **Bengal Gram** strictly conforming to the specifications mentioned below. The supplier is solely responsible for the quality of **Bengal Gram** to be supplied by them. During distribution period, random sample checking will be made by the Govt. officials
- ii. Stock which is within the permissible limit alone will be sold. Stock will be returned from the FPS which do not conform to the fixed specifications and will be rejected. The decision of the Tender Committee with regard to quality of the Bengal Gram shall be final and it should not be disputed by the supplier. The sample of the Bengal Gram will also be drawn by the quality control staff on behalf of WBECSC Ltd for analysis. In case of any variations in the refractions arrived at between the survey or and the quality control staff, higher reading between these two readings will be adopted and in the event of the stock being found in excess over the limit fixed, such stock will be rejected & be returned. The successful bidder should furnish clear local address to facilitate dispatch of party copy of the Quality certificates by the respective Laboratory.
- iii. Any appeal against the quality certificates may be made to the Food & Supplies Department, Govt. of West Bengal within 15 days from the date of receipt of the quality certificates by remitting a sum of Rs. 5000/- (Rupees five thousand only) in cash deposited to WBECSC Ltd. per quality certificate towards re-analysis charges. If no appeal is made within the stipulated period for re-analysis, it will be considered that the report of the Dte. of I&Q.C. is final.

Testing Of Bengal Gram :

The Samples of Bengal Gram will be collected by the Officials during pre-delivery from the Distributor/Wholesaler point and send the sample to the I&QC Deptt. for testing. After commencement of supply the Officials will conduct random checking of the samples at FPS point and send the sample to the I&QC Deptt. for testing.

Specification of Bengal Gram

Specification for BENGAL GRAM

“THE F.S.&S.(FOOD.....ADDITIVES) REG.2011

Chana whole shall be the dried grains of Gram (*Cicerarietinum* Linn). It shall be sound, clean, sweet,

wholesome and free from unwholesome substances. It shall also conform to the following standards

namely:-

- | | |
|-----------------------------|--|
| i) Moisture | Not more than 16 percent by weight obtained by heating the pulverized grains at 130 ⁰ C-133 ⁰ C for 2(two) hours. |
| (ii) Foreign matter - | Not more than 1 per cent by weight of which not Extraneous matter) more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 per cent by weight shall be impurities of animal origin. |
| (iii) Other edible grains - | Not more than 4 per cent by weight. |
| (iv) Damaged grains- | Not more than 5 per cent by weight. |
| (v) Weevilled grains- | Not more than 10 per cent by count. |
| (vi) Uric acid- | Not more than 100 mg. per kg. |
| (vii) Aflatoxin- | Not more than 30 micrograms per kilogram. |

PROVIDED that the total of foreign matter, other edible grains and damaged grains shall not exceed 9 percent by weight.”

INSTRUCTIONS TO BIDDER**1. Completeness of Bids**

- i. The bidders are advised to study all instructions, terms, requirements, and other information carefully.
- ii. Submission of the bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- iii. The response to this e-Tender notice should be full and complete in all respects. Failure to furnish the information required by the RFP or submission of a bid not substantially responsive to the e-Tender notice in every respect will be at the bidder's risk and may result in rejection of the same; and
- iv. The bidders must:
 - A. Submit all documents specified.
 - B. Follow the format wherever prescribed and respond to each element in the manner as set out.
 - C. Comply with all requirements.

2. Pre-Bid Meeting and Clarifications**Pre-Bid Meeting**

1. Pre-Bid Meeting with the bidders on 05.12.2022 at 12.00 noon at Conference Hall of WBECSC, Ground floor, B-Block, KhadyaBhawan,11-A, Mirza Ghalib Street, Kolkata 700087;
2. The bidders will have to ensure that their queries, if any, for the Pre-Bid meeting should be sent to pdswbecscltd@gmail.com by 3.00 pm on 01.12.2022.
 - (a) Any requests for clarifications submitted post the indicated date and time shall not be entertained by the WBECSC and
 - (b) Not more than 1 (one) person on behalf of each bidder shall be allowed at the Pre-Bid Meeting.

Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)

- (a) WBECSC will endeavor to provide timely response to all queries. However, the WBECSC neither represents nor warrants as to the completeness or accuracy of any response made in good faith, nor does the WBECSC undertake to answer all the queries that have been submitted by the bidders.
- (b) WBECSC in response to pre- Bid queries by a prospective bidder, if deemed fit, may modify the Tender document by a corrigendum or addendum.

- (c) Any such corrigendum/addendum shall be deemed to be incorporated in to this Tender document and shall form part of the Tender document.
- (d) In order to provide prospective bidders reasonable time for taking the corrigendum/addendum in to account, the WBECSC may, at its discretion, extend the last date for submission of the bids; and
- (e) The bidders are requested to visit the Portal on a regular basis to remain informed and updated of any and all developments with respect to the Tender. The WBECSC shall bear no responsibility or liability for bidders failing to do so.

3. Compliance with Applicable Laws

The bidders shall in addition to the terms and conditions of this RFP have to comply with all applicable laws in India, including acts, ordinances, rules, regulations, bye-laws or notifications, orders, circulars, practices and procedures of the Government of India and Government of West Bengal, in connection with public tenders generally or the proposed Scope of Work specifically, including the Essential Commodities Act, 1955.

4. Accuracy of Information

The bidder shall submit true, correct, and genuine information and documents. During the tender process or during performance of the Supply Contract, if any information or documents submitted by any bidder/selected bidder/Supplier is found to be incorrect, misleading, manufactured or fabricated, the bid of such bidder will be rejected and if the Letter of Intent/Supply Contract/Supply Order has been issued/ executed, then such Letter of Intent/Supply Contract/Supply Order shall be terminated/cancelled, after giving an opportunity of being heard to the bidder/selected bidder/Supplier, as the case may be. Further, the WBECSC shall have the right to suspend/debar/blacklist the bidder /selected bidder/Supplier from participating in any tender issued by the WBECSC for a period of up to 2(two)years, without prejudice to any other rights that the WBECSC may have.

5. Authorized Representative of the Bidder

Where an individual as a director/principal officer/partner/designated partner, uploads any bid for and on behalf of the bidder, such person shall upload a copy of the board resolution (if the bidder is a company) or power of attorney (if the bidder is a limited liability partnership, partnership firm or proprietorship), authorizing him to action behalf of the bidder for the purpose of this bid process as well as the self-attested copies of his identity proof(Voter ID Card/Aadhaar Card/ Passport).

6. Tender Documents

In matters of determining the rights and obligations of the selected bidder, clarifications, amendments, modifications, notices, addendum, corrigendum, issued by the WBECSC ,the documents submitted by the selected bidder including the Technical Proposal and the Financial Proposal, the Scope of Work, the Supply Contract(Agreement), the Supply Order(s),

Delivery Schedules and any and all other document whether mentioned herein above or not, but issued or exchanged as part of this tender process and appointment of the selected bidder shall constitute the tender documents.

7. Blacklisting

In order to be eligible for the bid, the bidder or its promoters/controlling shareholders/partners/ designated partners, as the case may be, shall not be barred or blacklisted by the Government of India, Government of West Bengal, any other State Government, any Central Government/State Government organization, undertaking, body or parastatal, in any manner what so ever, as on the date of submission of its bid.

8. No Pending Disputes

In order to be eligible for the bid, the bidder or its promoters/controlling shareholders/partners/ designated partners, as the case may be, shall not have any pending disputes with the WBECSC or Government of West Bengal which continues as on the date of submission of its bid.

9. Instructions for Preparation and Submission of Bids

- a. The bidders are responsible for registration on the-procurement portal (www.wbtenders.gov.in)(“Portal”) at their own cost;
- b. Each bidder is required to obtain a Class-III Digital Signature Certificate (“DSC”)for submission of tenders from the approved service provider of the National Informatics Centre (“NIC”);
- c. The bidders are advised to thoroughly go through all the procurement guidelines and instructions, as provided on the Portal and accordingly submit the bid;
- d. The WBECSC shall not be liable for the failure of any bidder to comply with guidelines and instructions provided on the Portal;
- e. The bidder shall submit the proposals online through the Portal as described below:
 - i. **Technical Proposal**–Scanned copy (in PDF format) of Technical Proposal digitally signed using the DSC, as per the format provided in the **Appendix-6** should be uploaded on the Portal.
 - ii. **Financial Proposal**–Scanned copy (in PDF format) of Financial Proposal digitally signed using the DSC, as per the format provided in the **Appendix-7** should be uploaded on the Portal. The Financial Proposal should contain the Bill of Quantities (“BOQ”) and should be inclusive of the cost of all Deliverables.
- f. Following are certain key considerations to be kept in mind by the bidder while submitting the bid:
 - i. The Technical Proposal and Financial Proposal shall be submitted concurrently on the Portal.
 - ii. The proposals that are incomplete or not in prescribed format shall be rejected.
 - iii. Conditional proposals shall not be accepted on any ground and shall be rejected;
 - iv. If any clarification is required, the same should be obtained before Pre-Bid Meeting
 - v. The bidders are advised to upload the proposals well before time to avoid last

minute issues.

- vi. No physical or offline submission of bids would be acceptable.

10. Earnest Money Deposit

- a. The bidders shall submit, along with their bids, an EMD of an amount equivalent to INR 10,00,000 (Indian Rupees Ten Lakhs) only.
- b. The submission of the EMD may be done by either of the modes available on the Portal, i.e., Net Banking or RTGS/NEFT, as per the procedure laid down in the Memorandum bearing No. 5696-F(Y) dated 1st October 2019 read with Memorandum bearing No.3975-F(Y) dated 28th July 2016, both issued by the Audit Branch, Finance Department, Government of West Bengal (collectively “**EMD Memo**”);
- c. Bids submitted without the EMD will be summarily rejected;
- d. In the case of selected bidder, the EMD will be adjusted towards the security Deposit.
- e. Subject to Clause 22 (Refund of Earnest Money Deposit) below, the EMD shall bear no interest and will be refundable to the unselected bidders without any accrued interest on it; and
- f. The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of Bid Validity; or
 - ii. If a bidder breaches the terms and conditions of this Tender; or
 - iii. If the selected bidder fails to accept the Letter of Intent; or
 - iv. If the selected bidder fails to furnish the Security Deposit.

11. Refund of Earnest Money Deposit.

The EMD of all the bidders, save and except bidders to whom Award of Contract will be issued, shall be refunded automatically through the Portal.

12. Interpretation of the clauses in the Tender documents

In case of any ambiguity in the interpretation of any of the clauses in the RFP, the WBECSC LTD' interpretation of the clauses shall be final and binding on the bidder. The decision taken by the WBECSC in the process of tender evaluation shall be full and final.

13. Tender Opening

- a. The bid opening shall take place through the Portal. Online bids submitted along with the EMD shall be considered for bid opening as per the time lines mentioned in the NIT
- b. In case EMD is not received as per the timeline mentioned in the RFP, the bid submitted in the Portal shall be rejected; and
- c. During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to

such preliminary requirement will be *prima facie* rejected.

14. Technical Criteria and Evaluation

- a. The WBECSC shall open, evaluate, and compare the Technical Proposals that have been determined to be substantially responsive during the preliminary scrutiny.
- b. The WBECSC shall review the Technical Proposal in terms of the Eligibility Criteria and the Documents to be submitted in support of the bid. To assist in the scrutiny, evaluation, and comparison of the bids, the WBECSC may, as its discretion, ask any of the bidders for clarification on their bid on any of the points mentioned there in and the same may be sent through e-mail. No change in the prices, or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by WBECSC at the time of evaluation of the bids.
- c. The WBECSC may also summon any of the bidders to seek additional information and documentation as well as the original hard copies of any of the documents uploaded by the bidder on the Portal, for purposes of verification. In the event the bidder does not submit such information and/or documents to the WBECSC within the stipulated time, their bids shall be liable to be rejected; and
- d. The Technical Proposals for only those bidders who have been found to be in compliance with the Eligibility Criteria and the Documents to be submitted in support of the bid, to the satisfaction of the WBECSC shall be considered for the evaluation of the Financial Proposal.

15. Financial Criteria and Evaluation

- a. The Financial Proposal of only those bidders who have been qualified in the Technical Evaluation will be opened.
- b. The bidders will be required to quote a consolidated rate per MT of Bengal Gram to be supplied, for each of their bids, in respect of each of the e-Tender(s)it participates in, towards the cost of all the Deliverables specified.
- c. The Financial Proposal will be inclusive all applicable rates, levies, taxes, cess, GST and other statutory duties;
- d. Any conditional bid will be rejected;
- e. If there is any discrepancy between words and figures, the amount in words will prevail;
- f. If there is no price quoted, the bid shall be declared as disqualified.

16. Selection of the Bidder

Identification of bidder with lowest Financial Proposal (“**L1**”)will be determined as per the criteria below:

- a. The bidder who has submitted the lowest Financial Proposal as per the format provided shall be termed as the L1 bidder. However, the WBECSC shall have the authority to declare any bidder other than the bidder who has submitted the lowest Financial Proposal, to be the L1 bidder on specific and definite grounds including quality of Bengal Gram, credentials and experience ,to be duly recorded in writing;
- b. A confirmation on the Financial Proposal will be sought from the L1 bidder
- c. In such a scenario the bidder who had submitted the next lowest Financial Proposal (“L2”) may be called for negotiation and for matching the L1 bidder’s Financial Proposal.
- d. In the event the Financial Proposals of 2(two) or more bidders are at par, the WBECSC will hold an inters auction amongst such bidders to quote further lower bids and shall declare the bidder who has offered the lowest bid in such auction to be the L1 bidder.

17. Letter of Intent

- a. The selected bidder will be notified of the **Letter of Intent** by the WBECSC by uploading such information on the Portal; and
- b. Until the Supply Contract is executed, the Letter of Intent shall constitute a binding direction on the selected bidder to perform its obligations as may be directed by the WBECSC.

18. Security Deposit

- i. Within 3 (three) days of the receipt of Letter of Intent from the WBECSC, the selected bidder shall make the payment for security deposit of amount Rs. 50,00,000/- (Rupees Fifty Lacs only).
- ii. Security deposit to be made through RTGS/ NEFT to the Beneficiary-WBECSC Ltd, Bank Account-0093000109114712, PUNJAB NATIONAL BANK, NEW MARKET BRANCH, IFSC-PUNB0009300.

19. Signing of Supply Contract (Agreement)

- a. Promptly after receipt of the Security Deposit from the selected bidder, the WBECSC shall send to the selected bidder, the Supply Contract to be executed. Each page of the Supply Contract should be signed by the WBECSC’s authorized signatory and the Supplier’s authorized signatory.
- b. Within 3(three) days of receipt of the Supply Contract from the WBECSC the selected bidder shall sign and date the Supply Contract and return it to the WBECSC and
- c. If, more than 1(one) bidder may be the selected for supply of Bengal Gram separate and distinct Supply Contracts shall be executed with each such supplier.

20. Supply Order

- a. The Supply Order shall be issued by the WBECSC after the execution of the Supply Contract. The delivery of Bengal Gram to the Distributor points/ Wholesale godowns by the Supplier shall be as per the Delivery Schedules forming part of the Supply Contract and issued by the WBECSC from time to time and communicated to the Supplier by means of email; and
- b. The supply of Bengal Gram in terms of the Scope of Work has to be started/commenced within the 10 days from the date of issuance of supply order and to be completed by the Supplier within 30 (thirty) days from the date of issuance of supply order, unless necessary extension is allowed at the sole discretion of WBECSC. The delay in delivery with respect to the Delivery Schedule shall attract penalty as provided under the Supply Contract.

21. Failure to Agree with the Terms and Conditions of the Supply Contract

The failure on part of the bidder/selected bidder/Supplier to agree and comply with the terms and conditions of the tender / Supply Contract /Supply Order shall constitute sufficient grounds for the rejection of the bidder's proposal or cancellation of the Letter of Intent to the selected bidder or termination of the Supply Contract executed with the Supplier or cancellation of the Supply Order issued to the Supplier, as the case may be and in such an event the WBECSC shall be entitled to forfeit the EMD or Security Deposit ,as may be applicable.

22. Validity Of bid

- A. The proposals made by the bidders shall be valid for 150 days from the date of acceptance.
- B. Tenders quoting any other validity date are liable to be summarily rejected.

23. Agreement:

The successful bidder shall execute an Agreement in the prescribed form on a stamp paper of value as per law after depositing the Security Amount, within three days from the date of receipt of the communication of acceptance of the Tender. In the event of failure to execute the agreement, the Earnest Money Deposit shall be forfeited. In addition, the Bidder will be liable to pay damages to the WBECSC Ltd. besides blacklisting the firm. Further WBECSC Ltd. reserves the right to collect the consequential loss, if any sustained by them on account of re-tender from the bidder and the bidder is bound to pay the same on demand. (Agreement copy attached at appendix-8)

24. Payment of Administrative Charges:

- a) The successful bidder shall remit an amount at 1.00% (0.5% to WBECSC & 0.5% to the concerned DCFS/JDR/RO) of the value of the total delivered quantity as Administrative Charges by means of RTGS/NEFT, immediately after completion of delivery to the distributors' door-step. The RTGS/NEFT should be drawn on any scheduled Bank in favour of W.B.E.C.S.C. Ltd payable at Kolkata. In case of WBECSC Ltd act as commission agent then liability of paying GST must be limited to administrative charge/commission portion attributable to WBECSC Ltd and which may be claimed from the supplier as applicable rate by GST authority. WBECSC Ltd will not be liable to pay any inward and outward GST on tendered goods.
- b) No Cheque shall be accepted.
- c) In case of successful bidders, the Earnest Money / Security Deposit shall not be adjusted for Administrative Charges payable by them. Any other amount pending with WBECSC LTD. shall not be adjusted against Administrative Charge.
- d) The Earnest Money will be retained till issue of supply Order to selected suppliers. Thereafter Earnest Money of Unsuccessful Bidders shall be refunded. Earnest Money of selected suppliers shall be refunded after receiving Security Deposit from them.
- e) The selected supplier/s must submit Administrative Charges within 90 days from the completion of supply, failing which appropriate penal action may be taken as deemed fit by the Corporation.

25. Delivery And Payment:

- i) Cheques of the distributors, AWs and direct dealers issued in the name of the selected supplier /s may be collected by the concerned DCF&S / JDRs who will issue advice list to the supplier /s according to the money so collected and DCF&S / JDRs may hand over the cheques so collected to the supplier /s concern after checking the delivery against quantum allocated.
- ii) At the time of delivery, if there is any shortage/damage detected, that will be sorted out by the supplier at the doorstep of concerned Distributor/wholesalers.
- iii) The Managing Director of WBECSC Ltd. also reserves the right to recover any dues from the successful tenderer, if any, so found, on a later date. Accordingly, the bidder is liable to pay such dues immediately on demand.

General Terms of Contract

1. Indemnity

- (i) Not with standing anything contained in the Supply Contract ,the Supplier agrees to indemnify and hold harmless the WBECS and other officials of the WBECS (“**WBECS Indemnified Party**”) forth with upon demand at any time and from time to time, from and against any and all losses, claims, damages, costs, liabilities, fines, penalties, interest, imposts, demands, compensations paid in settlement or expenses(including reasonable attorneys’ fees, disbursements, costs and expenses that may be incurred in defending any such liability (ies) claim (s), proceeding (s) etc. suffered, incurred, undergone and/ or sustained by the WBECS Indemnified Party, arising from or in connection with or resulting from:
- (a) Any misstatement or any breach of any representation or warranty as specified in the Supply Contract made by Supplier or its employees, agents, and representative so any other person claiming through or under it; and/or
 - (b) The failure, negligence , fraudulent to missions, will full misconduct by Supplier or its employees, agents, and representatives or any other person claiming through or under it, to fulfill any agreement, covenant or condition contained in the Supply Contract, including without limitation the breach of any terms and conditions of the Supply Contract; and/or
 - (c) Failure by the Supplier or its employees, agents, and representatives or any other person claiming through or under it, to comply with the applicable laws ,including acts, ordinances, rules ,regulations, bye laws or notifications, orders, circulars ;and/or
 - (d) Failure by the Supplier or its employees, agents, and representatives or any other person claiming through or under it to pay any applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature ;and/ or
 - (e) Any claims made by any third party against WBECS arising out of any act, deed or omission by the Supplier and/ or persons claiming through or under the Supplier; and/ or
 - (f) Performance of the Supply Contract by the Supplier.
- (ii) For the avoidance of doubt, indemnification of claims shall be made in amount(s) sufficient to restore the WBECS Indemnified Party to the financial

position it would have been in had the claims not occurred.

2. Penalties and deductions.

- (i) Time and quality is the essence of the Supply Contract, and in the event of delay or failure in quality caused due to gross negligence or any deviation on the part of the Supplier in fulfilling its obligations under the Supply Contract as per the Delivery Schedule and in terms of the Scope of Work, the WBECSC shall be entitled at its option to deduct from the Total Supply Payment due to the Supplier or the Security deposit

S. No.	Nature of Breach or Default	Penalties & Deductions
1.	Delayed Delivery of entire or part of supply of rice as per the Delivery Schedule	INR 25 (Indian Rupees One Hundred Fifty) only per MT per day, for the defaulted (undelivered) quantity, for every day of delay in delivery, from the due date of delivery till actual delivery of the non-delivered amount, in terms of the quantum specified in the Supply Order
2.	In case of any short supply, penalty for the defaulted quantity may be imposed.	INR 1000 (Indian Rupees One thousand) only per MT for the defaulted (undelivered) quantity.

3. Termination of Supply Contract by WBECSC LTD.

- (i) Termination for breach of Supply Contract:
Without prejudice to any other right or remedy which the WBECSC may have in respect thereof under the Supply Contract, upon the occurrence of any breach of Supply Contract and failure of the Supplier to rectify such breach within 3(three)days, the WBECSC shall be entitled to terminate the Supply Contract forth with by issuing a termination notice to the Supplier; and
- (ii) Termination for convenience:
The WBECSC may at any time terminate the Supply Contract without any reason whatsoever, by giving 7 (seven) days' notice in writing to the Supplier.
- (iii) Termination for specific events of default:
- (iv) The WBECSC reserves the right to terminate the Supply Contract by giving 7(seven) days' notice in writing to the Supplier in the event:
- (a) The Supplier gets blacklisted by the Government of India, or any other Ministry of Government of India, or any other State/Union Territory; or

- (b) The Supplier is convicted by a competent court or authority on grounds of tax evasion, criminal misconduct etc.; or
- (c) If the Supplier is liable to pay liquidated damages, amount to which exceeds 5%(five percent) of the Total Supply Payment; or
- (d) If any person initiates against the Supplier or if the Supplier initiates against itself any proceeding seeking relief as insolvent or adjudication as bankrupt or any other relief under the applicable laws affecting the rights of the creditors, or a petition is presented for the winding up and/or liquidation of the Supplier, and in the case of any such proceeding or petition or application instituted or presented against the Supplier in any court of law or tribunal or statutory authority, such proceeding or petition or application resulting a judgment of insolvency or bankruptcy of the Supplier.

4. Exit Management

Upon expiry or termination of the Supply Contract:

- (i) The Supplier shall provide a detailed documentation regarding the supply of Bengal Gram carried out by it till the date of expiry or termination.
- (ii) The Supplier shall not be entitled to and/or make claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses, or losses of any kind as a result of or in connection with the expiry or termination of the Supply Contract.
- (iii) All the cost, expense, and other amount due to the Supplier's employees or any other personnel engaged by the Supplier in connection with or in relation to performance of the Supply Contract shall be the sole responsibility of the Supplier even after the expiry or termination of the Supply Contract.

5. Force Majeure

- (i) Neither Party shall be liable for any delay in performing its obligations under the Supply Contract caused by circumstances beyond its reasonable control, provided that, such circumstances substantially affect or impair the ability the Party to perform its obligations under the Supply Contract. These circumstances shall only mean Act of God and natural calamities ("**Force Majeure Event**");
- (ii) Each Party whose performance of any obligations under the Supply Contract is affected by a Force Majeure Event shall:
 - (a) Promptly notify the other Party of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event; and
 - (b) Use its reasonable endeavors to remedy or mitigate the effect of the Force Majeure Event.
- (iii) In the event that, a Force Majeure Event continues for more than 30 (thirty)

days, the Parties shall enter in to discussions to agree, in good faith, the best way forward; and

- (iv) In the eventuality that a Force Majeure Event, persists for a period of more than 60 (sixty) days, the WBECS LTD shall have a right to terminate the Supply Contract by giving 7(seven) days' notice in writing to the Supplier.

6. Governing Law

The Supply Contract shall be governed by the laws of India and subject to Clause 22(Dispute Resolution) of the GCC, any dispute arising out if the Supply Contract, shall be exclusively subject to jurisdiction of courts in Kolkata, West Bengal.

7. Dispute Resolution

- (i) Any or all disputes, differences or claims arising out of the performance of the Supply Contract or construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Supply Contract, or the rights, duties or liabilities of any Party under the Supply Contract, at any time, whether relating to law or factor both, shall at first be attempted to be resolved between the WBECS and the Supplier amicably through mutual discussion and negotiation. Either of the Parties shall be entitled to give notice of such dispute to the other Party requesting for bi-partite discussion between them. Upon receiving such notice, the other Party shall forth with enter into discussions with the Party issuing the said notice in an attempt to resolve such dispute, within a period of 30(thirty) days from the date of issuance of such notice;
- (ii) In the event any dispute between the Parties cannot be amicably settled within the period of 30(thirty) days as specified above, the dispute shall be referred to and finally resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act,1996 and any amendments thereof. The arbitration shall be conducted by a sole arbitrator to be appointed by the Managing Director, WBECS .The seat and venue of arbitration shall be at Kolkata, West Bengal and the arbitration shall be conducted in the English language. The arbitration award shall be final and binding on the Parties; and
- (iii) Subject to Clause22 (ii) above, the courts at Kolkata, West Bengal shall have exclusive jurisdiction in relation to any dispute arising out of this Supply Contract.



Managing Director
WBECS Ltd.

Declaration

Full name and address of the Bidder in addition to post Box No., if any, should be quoted in all communication to this office

Bidder's
Telegraphic Address/Telephone
No. /FAX No. & E-mail

From:

TENDER FORM NO. -----

Dear Sir,

1. In continuation of my/our above tender, I/ we submit herewith the price offer at appendix – 7 for supply of **Bengal Gram** in 50 kg Bag as per WBECSC Ltd., Govt. of West Bengal specifications in Schedule-1.
2. I/We agree to abide by the terms and conditions stipulated by the WBECSC Ltd. and also agree to supply the entire ordered quantity at the rates quoted by me/ us as per Appendix-7. The rate quoted and approved by the WBECSC Ltd. in this tender will be valid for the 150(one hundred and fifty) days from the date of acceptance of offer, which may be further extended if deemed necessary by the relevant Authority.
3. I/We have understood all the instructions to the Bidders in the Tender Documents and have thoroughly examined the specification quoted in the schedules hereto and am/are fully aware of the nature of the product required and my/our offer is to supply the product strictly in accordance with their requirements.

Yours faithfully

FULL SIGNATURE OF BIDDER

ADDRESS -----

Contact no.-----

DATED-----

FULL SIGNATURE OF WITNESS

ADDRESS-----

Contact no.-----

DATED-----

Questionnaire about Bidder

1. Name of the Firm _____

2. (i) Full address _____ Phone

No. _____

(ii) Local Address _____ Phone No. _____

3. Name of the authorized person _____ Contact No.

4. Whether firm is registered in firm Registration
(in case of Partnership firm)

YES

NO

5. Registered in Company's Act
(in case of Company)

YES

NO

6. Whether they have registered their design & trade
mark or brand

YES

NO

7. If no then, whether they have applied
for the
same.

YES

NO

8. Whether authorization letter duly authorizing the
person to attend the Tender / Negotiation enclosed.

YES

NO

9. The date of commencement of the firm DD / MM / YYYY _____

10. Whether they have any distribution network
in West Bengal.

YES

NO

11. Whether the Bidder has facilities to test the
Bengal Gram

YES

NO

12. Have you enclosed required
Earnest Money

YES

NO

13. Whether Blacklisted in WBECSC or in any other Govt.
Organisation/Undertaking

YES

NO

**Turnover Statement for any three of Last 5 Financial Years
(Enclosed documents duly authenticated by Chartered Accountant)**

SL. No	Name of Firm	Financial Year	Turnover in Crores

N.B. :(I) The decision of the Tender Committee on assessment of past performance will be FINAL.

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Proforma for product and Quality Control of Bidder

Tender No. **ECSC/PDS/2022/** **(Bengal Gram) dated:** _____ for the supply of Bengal Gram.

1. Details of firm

- (a) Name :
- (i) Office :
- (ii) Address :
- (iii) Telephone :
- (iv) Fax :
- (v) E-mail :

1. Location of manufacturing works / factory.

3. Production capacity of **Bengal Gram** with the existing plant & machinery

(a) Normal _____

(b) Maximum _____

5. Details of arrangements for quality control of products such as laboratory etc.

6. Experience in the particular supply of the product: to Govt. Concerns/PSUs/Local Bodies etc. in West Bengal

8. Details of Recognized Quality Certificates: (Give the description of FSSAI Certificate)

9. Furnish details of your product quality certificates as per FSSAI norms.

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Details of Storage Space

SR No.	Storage area in MT	Address of the place of Storage	Name of the owner of the storage point if not in the name of bidder	Enclose copy of Agreement with Bidder if not self-owned (Y/N)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Technical Details

1. Name of Item: **Bengal Gram.**
2. State of origin (Manufacturing/Processing Unit):-----

SL No.	Terms & Conditions	Complied	Not Complied
1.	Has the supporting documents for entity like Proprietorship/Partnership/LLP/ uploaded?		
2.	Details of Fleet to supply 4000 MT/month		
3.	Earnest money of RS.10,00,000/- furnished by encashable RTGS.		
4.	Turnover Statement of any three of last five Financial Years (2017-18,2018-19, 2019-20, 2020-21 & 2021-22)		
5.	Product quality details		
6.	Details of storage space		
7.	Sample of Bengal Gram submitted.		
8.	Any other relevant information		

Signature of Bidder-----

Name in Block letters -----

Capacity in which:
Tender is signed -----

Proforma for Commercial Bid

[Please do not mention any RATE here. RATE needs to be filled & uploaded in the specified folder only]

TENDERNO.ECSC/PDS/2022/ (Bengal Gram) dated: _____

Bengal Gram

Refer attached Appendix 7 in Excel sheet

Signature of Bidder _____

Name in Block letters _____

Capacity in which
tender is signed _____

AGREEMENT FOR SUPPLY OF BENGAL GRAM as SPECIAL FESTIVE PACKAGE IN PUBLIC DISTRIBUTION SYSTEM (PDS) IN WEST BENGAL.

THIS AGREEMENT is made on this the..... Day ofof the year Two thousand Twenty three.

BETWEEN

THE WEST BENGAL ESSENTIAL COMMODITIES SUPPLY CORPORATION LIMITED, a Government of West Bengal Undertaking, having its registered office at 11-A, Mirza Ghalib Street, Kolkata – 700 087, duly represented by its Managing Director, which is hereinafter referred to as the “FIRST PARTY”, which expression shall unless it be repugnant to the context or meaning hereof and include its successors, executors and administrators and shall also include an officer not below the rank of General Manager of the First PARTY.

AND

....., a company registered under the Companies Act, 1956 having its registered Corporate office at represented by son of residing at, **Director** of that Company, hereinafter referred to as the “**SECOND PARTY**” (which expression shall, unless repugnant to the context of meaning thereof be deemed to include its successors in office, executors and administrators, men, agents and permitted assigns) of the **SECOND PARTY**,

WHEREAS WBECSC LTD. being authorized to procure **Bengal Gram** through PDS in West Bengal and invited Tender, vide Notice No. ECSC/PDS/2022/..... (Bengal Gram) dated: and L1 bidder, whose quoted rate of Rs. per MT for supply of Bengal Gramin PDS was approved by WBECSC Ltd.

AND WHEREAS the Govt. in Food & Supplies Department has authorized WBECSC Ltd. to do so vide G.O. No. dated issued by the Joint Secretary to the Govt. of West Bengal, Food & Supplies Department, at a consumer price of Rs. per kg of Bengal Gram for PDS.

The Schedule of price structure as approved in the said G.O. is given below:

Items	Rate quoted by the supplier/ 2 nd party	Govt. Subsidy	Distributor's purchase price/supplier's selling price at doorstep	Dealers' purchase price	Selling price in PDS/Consumers' price	Area / Districts of Supply including SR distributors
Bengal Gram	Rs. Per kg.	(-)Rs. Per kg	Rs. Per kg.	Rs. Per kg.	Rs..... Per kg.	

AND WHEREAS in order to implement the scheme of supply of Bengal Gram in PDS successfully and without any interruption, the first party, WBECS LTD., in pursuance of the said Orders, mentioned herein above, has agreed to enter into an agreement with the Second Party i.e., for obtaining supply of the said variety / quality of Bengal Gram at Rs. (Rupees) only per kg. during the holy month of Ramzan 2023 .

AND WHEREAS the Second Party being approved, agreed to supply the Bengal Gram from his godown in at Rs. (Rupees) per kg. in 50 kg pack to the nominated Indent holders on behalf of the First Party under the terms & conditions stipulated hereunder and it is hereby agreed by between the parties hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Second Party shall always maintain supply of stock of Bengal Gram as specified above for sale under PDS on behalf of the WBECS LTD. as an associate of this Corporation.
2. The design of the pack (food grade) containing Bengal Gram, as specified above is to be finalized in consultation with WBECS LTD. The FSSAI Certification, Batch Number, Date of manufacturing/ expiry & the M.R.P. must be printed on each pack.
3. The Second Party will bear, apart from the cost of Bengal Gram, the loading charges, Railways freight/s under charges, demurrage, wharfage, if any, unloading charge/s transportation charge/s from Railway Yard to godown/s and unloading at Distributor's godown, cost of pouch packing

and any other incidental charge or tax if any. The First Party shall not bear any cost of charges, whatsoever in any manner for transacting of the stock as may be entrusted with the Second Party under this Agreement.

4. The stock under this Agreement shall be at the entire risk and responsibility of the Second Party and the First Party shall not be responsible in any way for theft, pilferage or otherwise any damage caused for any reason whatsoever and under no circumstances, the Second Party shall be allowed to escape from their responsibility to supply the stock in 50 kg pack to the authorised Indent Holders on behalf of the First Party.
5. All charges and incidentals for the purpose of clearing, transportation, storage and delivery of Bengal Gram including godown rent etc. will have to be borne by the Second Party.
6. The Second Party shall be solely responsible for maintenance of the quality of Bengal Gram, as mentioned under '**Specification of Bengal Gram**' in the Tender document, vide Notice No. ECSC/PDS/2022/..... (Bengal Gram) Dated:-....., enclosed herewith in **Annexure-I** and take all precautionary measures from time to time for this purpose. The Directorate of Inspection and Quality Control, Food & Supplies Deptt. and the First Party shall at liberty to draw sample before or after delivery for PDS consumption as per Govt. Norms, for testing in a laboratory to be selected by the First Party.
7. The Second Party shall make necessary arrangement of their own for packing of the said Bengal Gram. Each pack shall contain 50 kg net of Bengal Gram. Each pack of the Bengal Gram will bear the monogram and other inscriptions as decided by the First Party with other details as required, along with the batch number, manufacturing date and the consumer price of Bengal Gram and any other insertion or insertions as may be specified by the First Party from time to time. The First Party may, at their liberty to check the quantity and quality of Bengal Gram and also the quality of packing as and when necessary, as a measure of Supervisory Control.
8. That the Second Party shall accept programme of delivery of stock in writing as well as over telephone on behalf of the First Party / Indent Holders and supply the same from their approved godown free of loading & transportation charge within the reasonable period and within the validity of the Indent. However, the Second Party shall invariably ensure that supply as per Indent quantity is completed promptly to maintain un-interrupted supply of Bengal Gram in the PDS.
9. At the time of delivery of stock to the Indent Holders on behalf of the First Party, it must be seen that there remains no cut and torn or damaged

packs and if found the same shall be replaced by good pack/s immediately at the cost and responsibility of the Second Party.

10. The Second Party shall remit the Administrative Charges at 1% (0.5% to WBECS Ltd. 0.5% to the concerned DCFS/JDR/RO) of the value of the Total Delivered quantity along with 18 % GST on administrative Charges as per GST Rules notification no. 11/2017-Central Tax (Rates) dt.- 28.06.2017 vide Sl. No. 5 "Heading 9961 by means of RTGS/NEFT immediately after completion of delivery to the distributor's door step. The RTGS/NEFT should be drawn on any scheduled Bank in favour of WBECS Ltd. payable at Kolkata. In no case Earnest Money/ Security Deposit or any other amount pending with WBECS Ltd. shall be adjusted against Administrative Charges. The said Administrative Charges with stipulated GST must be deposited within _____ failing which Earnest Money/ Security Deposit will be forfeited.
11. That the Second Party will have to furnish a Security Deposit amounting to **Rs. _____/-** (Rupees _____) only in favour of the First party through RTGS and the bank details is PUNJAB NATIONAL BANK, NEW MARKET BRANCH, IFSC-PUNB0009300, Beneficiary-WBECS Ltd, A/C No-0093000109114688. The Security Deposit and advanced administrative charges bear no banking interest and the Security Deposit will be refunded on successful completion of the Agreement. If the second party fails to supply or complete delivery as per Work Order / Indent, their Security Deposit remains liable to be forfeited. Administrative Charges should have to be paid after completion of supply, latest by _____.
12. If the Second Party fails to comply with the terms and conditions of this Agreement, First Party will be at liberty to get the work done by engaging outside agency or some other person(s) at the risk and cost of the Second Party and the Second Party thereby shall be liable to compensate the loss if any incurred by the First Party in the said process. Such compensation shall be realised from the Security Deposit of the Second Party and balance, if any, shall have to be compensated to the First Party forthwith.
13. The Second Party shall be wholly and solely responsible for due observance of the provisions of The Payment of Wages Act, Contract Labour, (Regulation and Abolition) Act and any other Act or Acts for the time being in force and applicable with regard to the running of his Agency and the First Party will have no responsibility whatsoever in this regard. The Second Party shall keep the First Party indemnified for all times to come during the subsistence of this Agreement regarding any such violation of the statues which the Second party shall be required to comply with for carrying on such supply pursuant to the terms of this Agreement.

14. The Second Party shall be solely responsible for maintaining the quality of the Bengal Gram as per Specification mentioned at **Annexure – I** to be supplied, the quantity in each pack, the quality of packaging and all other specifications as have either been provided herein before or have been stipulated under the relevant laws of the land. The Second party shall keep the First Party indemnified against any action to be taken by any individual or firm or company whosoever about such aspects like, the quality of the Bengal Gram to be supplied, the quantity in each pack, the quality of packaging and all other specifications and the Second party shall also make good any loss or losses, costs, expenses, etc. to be sustained by the First Party in course of any such action.

Report of quality analysis of Bengal Gram in batches may be done by the Second Party before and / or after delivery at random, from the Directorate of Inspection and Quality Control, Govt. of West Bengal, F&S Department or from any Govt. approved laboratory and submit the same to the First Party.

15. WBECS Ltd. is very keen in supplying quality **BENGAL GRAM** strictly conforming to the specifications fixed in **Annexure – I**. The supplier is solely responsible for the quality of **BENGAL GRAM** to be supplied by them. After commencing delivery, the supplier should submit the analysis report made by Dept. of I&QC, F&S Deptt. or any reputed Laboratories, duly approved by F&S Deptt. to the Managing Director, WBECS Limited at their own cost at random check in the FPS for giving clearance to continue the supply.

16. The supplier must e-mail/submit the scan/original Challan copy of supplied material duly sign by the Distributor on daily basis for complying the daily report in the format prescribed below:

Sl. No.	Date	Truck No.	Truck Driver Contact No.	District	Distributor Name	Loading Quantity

17. The stock which is within the permissible limit alone will be sold. Stock will be returned from the FPS which do not conform to the fixed specifications and will be rejected. The decision of the WBECS Ltd. with regard to quality of the **BENGAL GRAM** shall be final and it should not be disputed by the supplier. The sample of the **BENGAL GRAM** will also be drawn by the quality control staff on behalf of WBECS Ltd. for analysis. In case of any variations in the refractions arrived at between the surveyor and the WBECS Ltd. higher reading between these two readings will be adopted and in the event of the stock being found in excess over the limit fixed, such stock will be rejected & be returned. The Second Party should furnish clear local address to facilitate despatch of party copy of the Quality certificates by the respective Laboratory.

18. Any appeal against the Quality Certificates may be made to the Food & Supplies Department, Govt. of West Bengal within 15 days from the date of receipt of the quality certificates by remitting a sum of Rs. 5000/- (Rupees five thousand only) in cash deposited to WBECSC Limited (Accounts Section) per quality certificate towards re-analysis charges. If no appeal is made within the stipulated period for re-analysis, it will be construed that they have no dispute with regard to the monetary cut to be imposed for the deficiency in the quality, if any.
19. Neither of the parties shall be liable for any loss or damages for failure to comply with any of the clauses or this Agreement due to FORCE MAJEURE condition/s. like war, riot, strike, flood, earthquake, cyclone, pandemic etc.
20. In case any interpretation of any clause and or clauses of this Agreement are required to be made, interpretation given by the Managing Director, WBECSC Ltd. shall be final and binding upon the parties.
21. That the Second Party shall indemnify the First Party for any loss suffered by the First Party for lack of diligence and non performance of any act by the Second Party thereby causing undue hardship as a result thereto.
22. SETTLEMENT OF DISPUTES.

In the event of any disputes arising between the parties under this Agreement, any of the parties aggrieved, may refer the said disputes to the Managing Director of the First Party seeking for arbitration and after having such representation from the aggrieved party, the Managing Director of the First Party shall refer the said dispute to Arbitration to settle the disputes under the Arbitration and Conciliation Act, 1996 and the Award as may be given by the Arbitrator will be binding upon both the parties.

23. In the event of any dispute or difference of opinion or difficulty arising out of this Agreement regarding the execution thereof or any stipulation therein or in respect of any matter relating to this Agreement, the same shall be settled between the parties amicably failing which either party will be at liberty to refer the matter to the competent court of law within the jurisdiction of Kolkata Courts only for proper adjudication of the matter.

24. MISCELLANEOUS:

- a) Either party shall give to other party immediate information of any change of address and/or contact numbers within 48 (forty eight) hours of any such changes.
- b) Any notice to be served by either party on the other, shall be send by Registered Post with Acknowledgement Due or through any recognized Courier Agency at the address mentioned in the Agreement of the respective party hereinabove and shall be deemed to have been received by the addressee within reasonable time of 7 (seven) days.
- c) The failure by either party to enforce at any time any one or more of the terms and conditions of this Agreement shall not be deemed to be a waiver of the said terms and conditions and either party shall have the right at any time during the term of this Agreement to subsequently enforce all or any of the said terms and conditions.
- d) Any amendment or modification to this Agreement or any part thereof shall be made by an instrument in writing and executed by both the parties hereto.
- e) This Agreement shall be executed in two Originals, one of which shall be kept by the First Party and the other by the Second Party.

25. PENAL MEASURES :

The Second Party shall keep in mind the purpose and spirit of this Agreement for supplying Bengal Gram in PDS and while doing so they shall be solely and absolutely responsible for maintaining the quality of the said Bengal Gram. It is categorically stated and agreed by both parties that inspite of the checking and / or verifying measures to be adopted by the First Party, if there is any discrepancy and/ or shortcoming in the quality of the 50 kg pack and/ or if any sort of adulteration transpires at a later stage, the Second Party shall be solely responsible for the same. In such cases, the First Party shall be entitled to suspend this Agreement immediately pending investigation and to terminate the Agreement and forfeit all dues of the Second Party upon completion of the enquiry to be conducted internally by their officers.

Apart from whatever measures as stated hereinabove, the *First Party shall be entitled to initiate appropriate criminal proceedings against the Second Party for violating any such terms and conditions making them liable for such breach.*

If due to negligence on the part of the Second Party, the First Party suffers any financial or reputational loss; the First Party shall be entitled to take appropriate legal steps against the Second Party both in Civil and / or Criminal Jurisdiction subject to the jurisdiction of Kolkata Courts only.

26. This Agreement shall be governed and construed in accordance with the laws of India and the parties hereto submit to the exclusive jurisdiction to the Court at Kolkata, West Bengal.

27. The Agreement will initially remain valid upto 6 (six) months from the date of execution and may suitably be extended on mutual consent of both the Parties and such extension shall be made in writing duly signed by the Managing Director of the First Party.

28. The Agreement may be terminated by way of advance notice by the First Party of 30 days within the contract period for reasons whatsoever and / or any other unforeseen circumstances and / or any other acts of the Second Party compels the First Party to do so.

29. Notices under this Agreement shall be sent by registered post with acknowledgement due or hand delivery to address mentioned below:

To the First Party:-

Kind attention:
Designation:- General Manager (PDS)
W.B.E.C.S.C. Ltd.
11A, Mirza Galib Street, Kolkata-87.

To the Second Party:-

Kind attention: _____.
Designation: _____,

30. Acceptance/execution of this Agreement shall be deemed to be (a) confirmation by the second party that no benefit, either in cash or in kind, has been provided by the Corporation to any officer or employee, or any relative, associate of any officer or employee, of the second party or any of its Associate concern, in order to secure this contract and vice versa or (b) an understanding by the Corporation not to provide any benefit, either in cash or in kind to any officer/employee/relative/associate as reward or consideration either for securing this contract or any other matter to this contract or vice versa.

IN WITNESS WHEREOF the parties have executed these presents on this day of**Two thousand Twenty three.**

Signed, sealed and delivered by _____

SIGNATURE OF FIRST PARTY

SIGNATURE OF SECOND PARTY

Signed in the presence of:-

1st Witness: _____
Occupation: _____
Address: _____

2nd Witness: _____
Occupation: _____
Address: _____

Enclosure: Annexure-I (Specification of Bengal Gram)

Specification for BENGAL GRAM

“THE F.S.&S.(FOOD.....ADDITIVES) REG.2011

Chana whole shall be the dried grains of Gram (Cicerarietinum Linn). It shall be sound, clean, sweet, wholesome and free from unwholesome substances. It shall also conform to the following standards namely:-

- | | |
|-----------------------------|--|
| i) Moisture | Not more than 16 percent by weight obtained by heating the pulverized grains at 130 ⁰ C-133 ⁰ C for 2(two) hours. |
| (ii) Foreign matter - | Not more than 1 per cent by weight of which not Extraneous matter) more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 per cent by weight shall be impurities of animal origin. |
| (iii) Other edible grains - | Not more than 4 per cent by weight. |
| (iv) Damaged grains- | Not more than 5 per cent by weight. |
| (v) Weevilled grains- | Not more than 10 per cent by count. |
| (vi) Uric acid- | Not more than 100 mg. per kg. |
| (vii) Aflatoxin- | Not more than 30 micrograms per kilogram. |

PROVIDED that the total of foreign matter, other edible grains and damaged grains shall not exceed 9 percent by weight.”

SIGNATURE OF FIRST PARTY

SIGNATURE OF SECOND PARTY

