



भारतीय राष्ट्रीय उपभोक्ता
सहकारी संघ मर्यादित

National Co-operative Consumers'
Federation of India Ltd.



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

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NCCF:KOL:GR.:2022-23/107 ई-मेल /E-mail : nccfkolkata@gmail.com

Dated : 30/05/2022

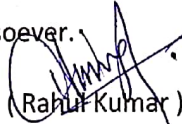
TENDER NOTICE

Sub. : Tender for SUPPLY OF COMMON RICE (RAW AND/ OR PARBOILED) OF FAIR AVERAGE QUALITY (FAQ) VARIETY FOR PUBLIC DISTRIBUTION SYSTEM IN 21 DISTRICTS OF WEST BENGAL

NCCF, Kolkata intends to participate in the e-Tender(s) floated by the DIRECTOR OF DDPS, F AND S DEPARTMENT, DEPARTMENT OF FOOD AND SUPPLIES, Govt. of West Bengal, KHADYASHREE BHAWAN, 3RD FLOOR, 11A MIRZA GHALIB STREET, KOLKATA 700 087 for SUPPLY OF COMMON RICE (RAW AND/ OR PARBOILED) OF FAIR AVERAGE QUALITY (FAQ) VARIETY FOR PUBLIC DISTRIBUTION SYSTEM IN **21 DISTRICTS OF WEST BENGAL**. 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 06/06/2022 (upto 2.30 pm) enabling us to submit the same within stipulated period.

- BASIC PRICE (PER MT) of Rice - Parboiled is to be quoted (INCLUSIVE ALL).
- **Interested bidders have to deposit EMD of Rs. 10,00,000/- (Rupees Ten Lakhs only) for each District** by way of RTGS/ NEFT in favour of NCCF OF INDIA LTD., KOLKATA BRANCH
- Performance Bank Guarantee of an amount equivalent to {3% x Total Supply Value} shall have to submit within 3 (three) business days of the receipt of Letter of Intent from the Deptt.
- Selection of bidder 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 of the Deptt.
- 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.


(Rahul Kumar)
Asstt. Manager

Encl. : as above.

Head Office : NCUI COMPLEX 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi-110016

REQUEST FOR PROPOSAL
FOR SUPPLY OF COMMON RICE (RAW AND/ OR PARBOILED) OF FAIR AVERAGE
QUALITY (FAQ) VARIETY
FOR PUBLIC DISTRIBUTION SYSTEM IN 21 DISTRICTS OF WEST BENGAL
FOR 6 (SIX) MONTHS FROM JULY 2022 TO DECEMBER 2022
(IN PURSUANCE OF G.O. NO. 2084-FS, dated 23.05.2022)

BY

DIRECTORATE OF DISTRICT DISTRIBUTION, PROCUREMENT AND SUPPLY
DEPARTMENT OF FOOD AND SUPPLIES
GOVERNMENT OF WEST BENGAL

HEAD OFFICE: KHADYASREE BHAWAN, 11-A, MIRZA GHALIB STREET, KOLKATA
700 087

WEBSITE: <https://www.food.wb.gov.in>
www.wbtenders.gov.in

RFP No. 02 OF 2022-23 of DDPS/F & S DEPTT.

Dated: 24th May 2022

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DISCLAIMER

The information contained in this Request for Proposal (“RFP”) or any information subsequently provided to bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Directorate of District Distribution, Procurement and Supply, Department of Food and Supplies, Government of West Bengal (“DDPS”) or any of its employees or advisors, is provided to the bidders on the terms and conditions set out in this RFP and such other terms and conditions in the form of any addendum or corrigendum or otherwise, subject to which such information is provided. This RFP supersedes and replaces any previous public documentation and communications and bidders should place no reliance on such documentation and communications.

This RFP is not an agreement and is neither an offer nor an invitation by the DDPS to the prospective bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in formulation of their proposal pursuant to this RFP. This RFP includes statements which reflect various assumptions and assessments arrived at by the DDPS in relation to the Scope of Work (Section III of the RFP) as provided herein below. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DDPS, its employees or advisors to consider the business objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DDPS accepts no responsibility for the accuracy or for any interpretation or opinion on law expressed herein.

The DDPS, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the content of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way with selection of bidders for participation in the bidding process.

The DDPS may, in its absolute discretion but without being under any obligation to do so, update,

amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the DDPS is bound to select a bidder or to appoint the selected bidder, as the case may be, for the said Scope of Work and the DDPS reserves the right to reject all or any of the bids without assigning any reasons whatsoever. Additionally, the DDPS may terminate the RFP process at any time and without assigning any reason.

All information supplied by bidders may be treated as contractually binding on the bidders on successful award of the assignment by the DDPS on the basis of this RFP. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DDPS or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall be borne by the bidder and the DDPS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the bid, regardless of the conduct or outcome of the bidding process.

DEFINITIONS AND INTERPRETATIONS

Definitions:

In this RFP, unless the context otherwise requires, capitalized terms defined by inclusion in quotations and/or parenthesis shall have the meaning so respectively ascribed to each of such terms.

Unless the context otherwise requires, a term or a phrase used as a heading or sub-heading in this RFP in capitalized terms, if appearing anywhere else in the RFP shall refer to the said heading or sub-heading and shall be construed accordingly.

Interpretations:

1. The term "in writing" means communicated in written form and delivered against receipt;
2. The terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous;
3. If a word or phrase is defined, cognate words and phrases shall have corresponding definitions;
4. Except where the context requires otherwise, words indicating the singular shall also include the plural and words indicating the plural shall also include the singular;
5. "day" means calendar day;
6. "business day" means a day, on which the Government of West Bengal and scheduled commercial banks are open for business in the State of West Bengal;
7. References to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
8. References to applicable laws or laws of West Bengal, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications, orders or circulars which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
9. References to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
10. Headings or sub-headings or table of contents are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of the RFP. However, unless the context otherwise requires, a term or a phrase used as a heading or sub-heading in this RFP in capitalized terms, if appearing anywhere else in the RFP shall refer to the said heading or sub-heading and shall be construed accordingly.
11. The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
12. Any reference to any specific time of the day shall be construed in accordance with the Indian Standard Time;
13. Any reference to "hour" shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00

- (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
14. Any reference to "month" shall mean a reference to a calendar month as per the Gregorian calendar;
 15. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates, provided that if the last day of any period computed under the RFP is not business day/operational day, then the period shall run until the end of the next business day/operational day, as the context may require;
 16. References to any gender shall include the other and the neutral gender;
 17. "Lakh" means a hundred thousand (1,00,000) and "crore" means ten million (1,00,00,000);
 18. If there is any discrepancy between words and figures, the amount in words will prevail;
 19. Any word or expression or any capitalized terms used shall, unless otherwise defined or construed in this RFP, shall be construed as per the definition given in General Clauses Act, 1897 and if such word or expression is not defined in General Clauses Act, 1897 then shall bear its ordinary English meaning;
 20. Unless the context otherwise requires, any capitalized term used in any Section of the RFP but not defined therein, but defined in any other Section of the RFP shall have the meaning assigned thereto;
 21. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down;
 22. A right includes a benefit, remedy, discretion, authority or power;
 23. An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 24. "Clause" and "Section" shall refer, except where the context otherwise requires, to Clauses and Sections of the RFP;
 25. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this RFP from or by any party shall be valid and effective only if it is in writing under the hands of duly authorized representative of such party in its behalf and not otherwise. Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and facsimile transmissions;
 26. A Party or person includes each of their legal representatives, successors, transferees and assigns and where a Party comprises more than one person, includes each person's legal representatives, successors, transferees and assigns;
 27. This RFP includes the document as varied, amended or replaced notwithstanding any change in the identity of the Parties; and
 28. This RFP or any Section thereof shall not be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of the RFP.

SECTION I

NOTICE INVITING E-TENDER

The Directorate of District Distribution, Procurement and Supply, Department of Food and Supplies, Government of West Bengal intends to float 21 (twenty one) notices inviting e-tenders (“**e-Tender(s)**”) inviting proposals from eligible entities for supply of Common Rice (raw and/ or parboiled) of Fair Average Quality (FAQ) variety for Public Distribution System in 21(twenty one) districts of West Bengal, for 6 (six) months from July 2022 to December 2022.

Details of the 21 (twenty one) districts, monthly requirement of Rice in Metric Ton (“**MT**”) and the designated godowns are as provided in **Appendix I**.

Each e-Tender shall contain various milestones of the bidding process leading to the selection of the selected bidder along with the timelines and other important information, a template of which is provided herein below:

Sl. No.	Information	Details
1.	Tender Inviting Authority	The Directorate of District Distribution, Procurement and Supply, Department of Food and Supplies, Government of West Bengal Khadyasree Bhawan, 11-A, Mirza Ghalib Street, Kolkata 700087
2.	Job Requirement	Supply of Common Rice (raw and/ or parboiled) of Fair Average Quality (FAQ) variety (“ Rice ”) for Public Distribution System in the districts of West Bengal as mentioned in the Appendix I, including packaging, handling, loading, transporting, unloading, carrying and delivering to the designated go down, as more fully described in the Scope of Work(collectively referred to as “ Deliverables ”)
3.	Duration of the Supply Contract	6 (six) months (From July 2022 to December 2022)
4.	Extension of Supply Contract	The Supply Contract may be extended on monthly basis for a further period up to maximum of 6 (six) months, at the sole discretion of the DDPS, subject to satisfactory performance rendered by the Supplier and on the same terms and conditions as of the Supply Contract

Sl. No.	Information	Details
5.	Delivery Time Line	The Deliverables are to be completed within 20 (twenty) days from the date specified in the schedule of the Supply Order, unless necessary extension is allowed at the sole discretion of the DDPS
6.	RFP Document Fees	Nil
7.	Earnest Money Deposit("EMD") Amount and Mode of Payment	INR 10 lakhs.
8.	Date of Floating the e-Tender on the following website: www.wbtenders.gov.in	24 th May, 2022, 6:55 pm
9.	Document Download Start Date	25 th May 2022 at 6:55 pm
10.	Start date of submitting queries on the following e-mail id: fnsreport22@gmail.com	25 th May 2022
11.	Last date of submitting queries	30 th May 2022 by 3 pm
12.	Pre-Bid Meeting	31 st May 2022 at 12:30 pm At Conference Hall, 7 th Floor, Department of Food and Supplies, Khadyashree Bhawan, 11-A, Mirza Ghalib Street, Kolkata 700 087
13.	Last date for submission of complete bid document including Technical Proposal and Financial Proposal	8 th June 2022 by 2 pm
14.	Date and time for opening of Technical Proposal	10 th June 2022 at 2:30 pm
15.	Date and time for opening of Financial Proposal	To be intimated later
16.	Performance Bank Guarantee ("PBG") to be submitted by the selected bidder	3% of Total Supply value

SECTION-II

INSTRUCTIONS TO BIDDERS

1. Geographical Spread

The State of West Bengal has been divided into 21 (twenty one) districts having individual monthly requirement of Rice as detailed in Appendix – I. It is hereby clarified that, for the purpose of this RFP, the districts of Darjeeling and Kalimpong as specified in Sl. No. 6 of the Appendix – I shall be considered as 1 (one) district.

2. Participation of Bidder

A single bidder may participate in a maximum of 3 (three) e-Tenders floated in terms of this RFP, by way of submission of separate bids for each e-Tender. However, in the event any bidder submits more than 3 (three) bids, the DDPS shall consider for evaluation, at its sole discretion, any 3 (three) bids of such bidder, among all the bids submitted by the bidder and the remaining bid(s) shall be considered to be disqualified at the Technical Evaluation stage.

3. Completeness of Bids

- (i) The bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications;
- (ii) The response to this RFP 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 RFP in every respect will be at the bidder's risk and may result in rejection of the same; and
- (iii) The bidders must:
 - Submit all documents specified in this RFP;
 - Follow the format of this RFP and respond to each element in the manner as set out in this RFP; and
 - Comply with all requirements as set out in this RFP.

4. Pre-Bid Meeting and Clarifications

(i) Pre-Bid Meeting

- (a) The DDPS shall hold a Pre-Bid Meeting with the bidders on 31st May 2022 at 12:30 pm at Conference Hall, 7th Floor, Department of Food and Supplies, Khadyashree Bhawan, 11-A, Mirza Ghalib Street, Kolkata 700 087;
- (b) The bidders will have to ensure that their queries, if any, for the Pre-Bid Meeting should be sent to fnsreport22@gmail.com by 3 pm on 30th May 2022;
- (c) The queries should necessarily be submitted as a word or excel file in the following format:

Name of the Bidder: _____

Sl. No.	RFP Document Reference(s) (Clause & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			

- (d) Any requests for clarifications submitted post the indicated date and time shall not be entertained by the DDPS; and
- (e) Not more than 1 (one) person on behalf of each bidder shall be allowed at the Pre-Bid Meeting.

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

- (a) The DDPS will endeavor to provide timely response to all queries. However, the DDPS neither represents nor warrants as to the completeness or accuracy of any response made in good faith, nor does the DDPS undertake to answer all the queries that have been submitted by the bidders;
- (b) At any time prior to the last date for receipt of bids, DDPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP by a corrigendum or addendum;
- (c) Any such corrigendum/addendum shall be deemed to be incorporated into this RFP and shall form part of the RFP;
- (d) The bidders while submitting the bids should also submit duly digitally signed copy of corrigendum/addendum along with the RFP;
- (e) In order to provide prospective bidders reasonable time for taking the corrigendum/addendum into account, the DDPS may, at its discretion, extend the last date for submission of the bids; and
- (f) 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 RFP. The DDPS shall bear no responsibility or liability for bidders failing to do so.

5. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the DDPS shall only be in English.

6. 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.

7. Accuracy of Information

The bidder shall submit true, correct and genuine information and documents for the purpose of the RFP. 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 DDPS shall have the right to suspend/debar/blacklist the bidder/selected bidder/Supplier from participating in any tender issued by the Department of Food and Supplies, Government of West Bengal and any of its directorates and undertakings, for a period of up to 2 (two) years, without prejudice to any other rights that the DDPS may have.

8. 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 power of attorney and authorization letter authorizing him to act on 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).

9. Submission of Bank Details by the Bidder

The bidder shall submit, as a part of its Technical Proposal, a letter to the DDPS mentioning the Name of the Bidder as the Account Holder, Bank Name, Bank Branch, Branch Address, Account Type, Account Number, IFS Code and MICR Number along with a copy of a cancelled cheque drawn on the bank, details of which has been submitted by the bidder in the Technical Proposal.

10. Construction of RFP

The statements and explanations contained in the RFP and any addenda or corrigenda thereto are intended to provide a better understanding to the bidders about the RFP and should not be construed or interpreted as limiting in any way or manner the Scope of Work and obligations of the selected bidder set forth in the GCC or the DDPS' rights to amend, alter, change, supplement or clarify the Scope of Work, the Supply Contract to be awarded pursuant to the bid process or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the DDPS.

11. Tender Documents

In matters of determining the rights and obligations of the selected bidder, this RFP, the e-Tenders, clarifications, amendments, modifications, notices, addendum, corrigendum, issued by the DDPS, the documents submitted by the selected bidder including the Technical Proposal and the Financial Proposal, the Scope of Work, the Supply Contract, the Supply Order(s), Delivery Schedules and any and all other document whether mentioned hereinabove or not, but issued or exchanged as part of this tender process and appointment of the selected bidder shall constitute the tender documents.

12. Corrupt Practices

- (i) The DDPS requires bidders to observe the highest standard of ethics during the bidding process and during the Term and Renewal(s), as may be applicable; and
- (ii) The DDPS may, if it determines that a bidder has, directly or through an agent, affiliate or associate has engaged in corrupt, fraudulent, coercive or restrictive practices in competing for, or in executing the Supply Contract with the DDPS:
 - (a) reject the bidder's proposal; and/ or
 - (b) declare the bidder indefinitely or for a specific period of time, ineligible to participate in any tender/bidding process of the Department of Food and Supplies, Government of West Bengal and any of its directorates and undertakings; and/ or
 - (c) Cancel or terminate the Supply Contract.

13. 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 whatsoever, as on the date of submission of its bid.

14. 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 Government of West Bengal which continues as on the date of submission of its bid.

15. Non Fulfillment of Supply Order

In order to be eligible for the bid, the bidder shall not have abandoned or left unfulfilled any order of supply issued in its favour in the last 2 (two) years from the date of submission of its bid.

16. Anti-Collusion

- (i) The DDPS reserves the right at its discretion to report suspected collusive or anti-competitive conduct by bidders to the appropriate regulatory authority and to provide the authority with all relevant information in relation to the same; and

- (ii) The bidder warrants that the bid has been prepared and submitted without any consultation, communication, contract, arrangement or understanding with any competitor regarding:
 - (a) Prices;
 - (b) Methods, factors or formulas used to calculate prices;
 - (c) The intention or decision to submit, or not submit a bid;
 - (d) The submission of a bid that is non-conforming;
 - (e) The quality, quantity and specifications of the Deliverables; and
 - (f) The terms of the bid.

17. Conflict of Interest

The DDPS considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws, and that such conflict of interest may contribute to or constitute a prohibited practice by the DDPS, which requires that bidders, suppliers, and contractors under contracts with the DDPS, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of the bidding process. Consequently, all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (i) they have promoters/ controlling shareholders/ partners/ designated partners/ proprietors/ management in common;
- (ii) they receive or have received any direct or indirect subsidy or financial grant or financial assistance from any of them;
- (iii) they have the same legal representative for purposes of this bid; or
- (iv) they 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 bid of another bidder, or influence the decisions of the DDPS regarding this bidding process.

18. No Sub-Contracting or Assignment

The bidder shall not be permitted to sub-contract or assign any or all of the Deliverables, to any third party.

19. Undertakings by the Bidder

The bidder shall submit, as a part of its Technical Proposal, an undertaking on a Non-Judicial Stamp Paper of INR 100 and duly notarize the same, as per the format provided in **Part I of Annexure III** of Section IV of the RFP. Further, in the event, the bidder is a Rice miller, it shall submit an undertaking on a Non-Judicial Stamp Paper of INR 100 and duly notarize the same, as per the format provided in **Part II of Annexure III** of Section IV of the RFP.

20. Instructions for Preparation and Submission of Bids

- (i) The bidders are responsible for registration on the e-procurement portal (www.wbtenders.gov.in) ("**Portal**") at their own cost;
- (ii) Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate ("**DSC**") for

- submission of tenders from the approved service provider of the National Informatics Centre (“NIC”);
- (iii) The bidders are advised to thoroughly go through all three-procurement guidelines and instructions, as provided on the Portal and accordingly submit the bid;
 - (iv) The DDPS shall not be liable for the failure of any bidder to comply with guidelines and instructions provided on the Portal;
 - (v) The bidder shall submit the proposals online through the Portal as described below:
 - (a) **Technical Proposal**—Scanned copy(in PDF format) of Technical Proposal digitally signed using the DSC, as per the format provided in this RFP in **Annexure – I** of Section IV of the RFP should be uploaded on the Portal in the allocated folders as specified in **Annexure VI** of Section IV of the RFP; and
 - (b) **Financial Proposal** – Scanned copy(in PDF format) of Financial Proposal digitally signed using the DSC, as per the format provided in this RFP in **Annexure – II** of Section IV of the RFP should be uploaded on the Portal in the allocated folder as specified in **Annexure – V** of Section IV of the RFP. The Financial Proposal should contain the Bill of Quantities (“BOQ”) and should be inclusive of the cost of all Deliverables, and shall be submitted by the bidder for each of their bids, in respect of each of the e-Tender(s) it participates in;
 - (vi) The RFP including any corrigendum or addendum, if applicable should be digitally signed, using the DSC, by the authorized signatory of the bidder with seal of the entity affixed below, confirming that the tender document has been read and understood. Any corrections or overwriting should also be duly countersigned; and
 - (vii) Following are certain key considerations to be kept in mind by the bidder while submitting the bid:
 - (a) The Technical Proposal and Financial Proposal shall be submitted concurrently on the Portal;
 - (b) The proposals that are in complete or not in prescribed format shall be rejected;
 - (c) Conditional proposals shall not be accepted on any ground and shall be rejected;
 - (d) If any clarification is required, the same should be obtained before submission of the bids as per Clause 4 (Pre-Bid Meeting and Clarifications) of ITB;
 - (e) The bidders are advised to upload the proposals well before time to avoid last minute issues, and bids uploaded after due date and time shall not be accepted;
 - (f) No bidder shall submit more than 1 (one) bid in respect of 1 (one) e-Tender, upon the happening of which the DDPS shall consider only the last bid submitted; and
 - (g) No physical or offline submission of bids would be acceptable.

21. Earnest Money Deposit

- (i) The bidders shall submit, along with each of their bids, in respect of each of the e-Tender(s) it participates in, an EMD of an amount equivalent to {2% x Financial Proposal x 6 Months’ Requirement of Rice in the District (in MT)} or INR 10,00,000 (Indian Rupees Ten Lakhs) only, whichever is less. The district wise amount of the Earnest Money Deposit is payable as provided in **Appendix II**;
- (ii) 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 1 October 2019 read with Memorandum bearing No. 3975-F(Y) dated 28 July 2016, both issued by the Audit Branch, Finance Department, Government of West Bengal (collectively “EMD Memo”);

- (iii) Bids submitted without the EMD will be summarily rejected;
- (iv) In the case of selected bidder, the EMD will be adjusted towards the PBG;
- (v) Subject to Clause 22 below, the EMD shall bear no interest and will be refundable to the unselected bidders without any accrued interest on it; and
- (vi) The EMD may be forfeited:
 - If a bidder withdraws its bid during the period of Bid Validity; or
 - If a bidder breaches the terms and conditions of this RFP; or
 - If the selected bidder fails to accept the Letter of Intent; or
 - If the selected bidder fails to furnish the PBG.

22. Refund of Earnest Money Deposit

The EMD of all the bidders, save and except L1 and L2 shall be refunded automatically by the Portal. The treatment in respect of the EMD of the L1 and L2 shall be as per the EMD Memo.

23. Bid Validity

The bid must be valid for 210 (two hundred and ten) days from the last date of submission of the bid as mentioned in this RFP or subsequent corrigendum or addendum (if any). However, the DDPS may extend this period, subject to bidder’s acceptance.

24. Participation in Multiple e-Tenders

In the event, the bidder participates in more than 1 (one) e-Tender, the bidder shall furnish details of participation in all the e-Tenders as per the format provided in **Annexure IV** of Section IV of the RFP.

25. Cost and Currency

The offer of the bidders must be given in Indian Rupees only. The price will remain fixed for the Term and Renewal(s), as may be applicable and no changes will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the DDPS will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

26. Interpretation of the clauses in the RFP

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

27. Amendment of RFP

At any time prior to the last date of submission of bids, the DDPS for any reason, whether at its

own initiative or in response to a clarification requested by a prospective bidder, may modify the bid

documents by way of an amendment or addition. Such modification shall be deemed to form an integral part of the RFP. Any such communication shall be posted on the Portal and bidders are requested to visit the Portal for updates.

28. Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and conditions and technical specifications specified in the RFP. Further, the Bidder shall be required to submit, as a part of its Technical Proposal, an undertaking that there is no deviation between the scanned copies of the original documents duly uploaded on the Portal vis-à-vis the physical copies of the original documents.

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

Sl. No.	Eligibility Criteria	Documents to be provided
Technical Criteria		
1.	<p>The bidder must be a (i) company within the meaning of Companies Act, 2013; or (ii) limited liability partnership (“LLP”) registered under the Limited Liability Partnership Act, 2008; or (iii) partnership registered under the Partnership Act, 1932; or (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 rice (raw or parboiled) as a trader or rice miller. In case of Rice Millers, location of the Rice Mill shall be in West Bengal. In case of others (like Traders having business in Rice) principal place of business shall be in West Bengal.</p> <p>However, it may be noted that, the bidder shall not have any shareholder(s)/partner(s)/designated partner(s), as the case may be, whether directly or indirectly, who belongs to or is incorporated or registered in any of the countries sharing geographical land border with India.</p>	<p>For Company: Certificate of Incorporation, Memorandum of Association and Articles of Association and Last Filed Annual Return</p> <p>For LLP: Registration Certificate, LLP Agreement and Last Filed Statement of Account and Solvency</p> <p>For Partnership Firm: Registration Certificate and Partnership Deed</p> <p>For Proprietorship Firm: Trade License and /or License under the West Bengal Shops and Establishments Act, 1963.</p>
2.	The bidder should be in the business of direct	Copies of Work Orders/Supply Orders/

Sl. No.	Eligibility Criteria	Documents to be provided
	<p>supply of Common Rice (raw and/ or parboiled) for at least 3 (three) years in last 5 (five) years as on the date of submission of the bid and shall have successfully completed supply of minimum 25% (twenty five percent) of 6 (six) months' requirement of Rice in the concerned districts as provided in Appendix I, in each of the 3 (three) years. However, the supply of Custom Milled Rice (“CMR”) to the Government shall not be considered as experience for the purpose of this RFP.</p> <p>Illustration: In the event, the 6 (six) months' requirement of Rice of a district is 6000 MT, then the bidder must have experience in direct supply of minimum 1500 MT of Rice in each of the 3 (three) years.</p>	<p>Purchase Orders/ Bills/ Invoices</p> <p>Copies of Completion Certificates of Work Orders/Supply Orders/ Purchase Orders with Payment Details or Acknowledgement of Delivery of Material along with Proof of Receipt of Payment. In case of rice mills a certificate (as per Annexure-V) from a Chartered Accountant is to be furnished.</p> <p>Certificate(s) from Client showing that bidder has successfully completed and complied with the Work Orders/Supply Orders/ Purchase Orders</p> <p>Details of the organization issuing Work Orders/Supply Orders/ Purchase Orders such as (i) name; (ii) complete address; (iii) status (State/Central Govt. organization, undertaking, body or parastatal or a local or statutory body or authority or private entity/organization); (iv) designation of the authority issuing the Work Orders/Supply Orders/ Purchase Orders; (v) phone number; (vi) mobile number; (vii) e-mail ID; and (viii) details of completion certificate, if issued</p>
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.	In the event, the bidder is a Rice mill, the bidder should have no CMR dues to the Government of West Bengal, prior to the Kharif Market Season (“ KMS ”) of 2021-2022 and should not be a defaulter in the delivery of CMR at any point of time in any KMS, in the State of West Bengal	Self-Certification regarding no default in the delivery of CMR in any KMS, prior to the KMS of 2021-2022
Financial Criteria		
5.	The bidder should have an annual average	Audited Financial Statements of the

Sl. No.	Eligibility Criteria	Documents to be provided
	turnover of (i) INR 5 Crore, in case it bids for 1 (one) district; or (ii) INR 10 Crore, in case it bids for more than 1 (one) district, in any 3 (three) financial years of the financial years 2016-17,2017-18,2018-19,2019-20 and 2020-21.	relevant 3 (three) financial years corresponding to the financial years claimed against the preceding column. Filed Income Tax Returns of the financial years 2018-2019, 2019-2020 and 2020-2021.
6.	The bidder must have a positive net worth as on 31 March 2021	Certificate by independent practicing Chartered Accountant/Statutory Auditor
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

30. Physical Submission of Sample for Quality Testing

- (i) The bidder shall physically submit 5 (five) samples of Rice in sealed packs of 1,000 (one thousand) grams each, for each of their bids, in respect of each of the e-Tender(s) it participates in, mentioning number and date of the concerned e-Tender and details of the bidder, on or before the last date of submission of bids to the DDPS under proper receipt, for purposes of quality testing. Non submission of the sample with the bid or failure of the Rice sample to comply with the specifications as provided in the Scope of Work, may result in the rejection of the bid; and
- (ii) The DDPS shall also have the right to inspect the sample of Rice at the source go down or mill of the bidder, upon due intimation in advance.

31. Tender Opening

- (i) 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 timelines mentioned in the RFP;
- (ii) In case EMD is not received as per the timeline mentioned in the RFP, the bid submitted in the Portal shall be rejected;
- (iii) 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.

32. Technical Criteria and Evaluation

- (i) The DDPS shall open, evaluate and compare the Technical Proposals that have been determined to be substantially responsive during the preliminary scrutiny;
- (ii) The DDPS 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 DDPS may, as its discretion, ask any of the bidders for clarification on their bid on any of the points mentioned therein 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 DDPS at the time of evaluation of the bids;

- (iii) The DDPS 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 DDPS within the stipulated time, their bids shall be liable to be rejected; and
- (iv) The Technical Proposals for only those bidders who (a) 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 DDPS; and (b) have submitted Rice samples that have been found to be in compliance with specifications set out in the Scope of Work, shall be considered for the evaluation of the Financial Proposal.

33. Financial Criteria and Evaluation

- (i) The Financial Proposal of only those bidders who have been qualified in the Technical Evaluation will be opened;
- (ii) The bidders will be required to quote a consolidated rate per MT of Rice 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 in this RFP;
- (iii) The Financial Proposal will be inclusive all applicable rates, levies, taxes, cess and other statutory duties and impositions of whatsoever and howsoever nature, including GST, if applicable;
- (iv) The Financial Proposal shall be in Indian Rupees and no additional payment shall be made to the selected bidder over and above the bid price;
- (v) Any conditional bid will be rejected;
- (vi) If there is any discrepancy between words and figures, the amount in words will prevail; and
- (vii) If there is no price quoted, the bid shall be declared as disqualified.

34. Selection of the Bidder

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

- (i) The bidder who has submitted the lowest Financial Proposal as per the format provided in this RFP shall be termed as the L1 bidder. However, the DDPS 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 Rice, credentials and experience, to be duly recorded in writing;
- (ii) A confirmation on the Financial Proposal will be sought from the L1 bidder;
- (iii) If L1 bidder fails to accept the Financial Proposal along with terms and conditions, the bid will

- be treated as cancelled and EMD of the L1 bidder will be forfeited;
- (iv) 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; and
 - (v) In the event the Financial Proposals of 2 (two) or more bidders are at par, the DDPS will hold an *inter se* 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, and the process mentioned in sub-clauses (ii) to (iv) above shall be repeated, as may be applicable.

35. Letter of Intent

- (i) The selected bidder will be notified of the award of the contract by the DDPS (“**Letter of Intent**”) prior to expiry of the Bid Validity period by uploading such information on the Portal; and
- (ii) 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 DDPS.

36. Performance Bank Guarantee

- (i) Within 3 (three) business days of the receipt of Letter of Intent from the DDPS, the selected bidder shall furnish the PBG of an amount equivalent to {3% x Total Supply Payment}; and
- (ii) The Performance Bank Guarantee shall be in the form of a bank guarantee and in accordance with the terms of the RFP and GCC, issued by any scheduled commercial bank drawn in favor of “DEPT OF FOOD+SUPPLY GOVT OF W.B.”, payable at Kolkata. Such bank guarantee towards the PBG shall remain valid, enforceable and in full force for the Term and Renewal(s), as may be applicable and also for a further period of 90 (ninety) days after the termination or expiry of the Supply Contract (post the Term and Renewal(s), as may be applicable).
- (iii) In case of non-supply of any quantity of rice within the specified time subsequent to the deposit of PBG, the entire PBG will be stand forfeited.

37. Signing of Supply Contract

- (i) Promptly after receipt of the PBG from the selected bidder, the DDPS shall send to the selected bidder, the Supply Contract to be executed. Each page of the Supply Contract should be signed by the DDPS’ authorized signatory and the Supplier’s authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Supply Contract) the same shall be clearly mentioned on each page of the Supply Contract and the Parties will have to counter sign against the same, at the place of any such correction(s) or modification(s);
- (ii) Within 3 (three) days of receipt of the Supply Contract from the DDPS, the selected bidder shall sign and date the Supply Contract and return it to the DDPS; and
- (iii) Notwithstanding the fact that 1 (one) bidder may be the selected bidder for more than 1 (one) district, separate and distinct Supply Contracts shall be executed with each such supplier for each such district.

38. Supply Order

- (i) The first Supply Order shall be issued by the DDPS within 7(seven) business days from the date of execution of the Supply Contract. The delivery of Rice by the Supplier to the different godowns of the concerned district shall be as per the Delivery Schedules forming part of the Supply Contract and issued by the DDPS from time to time and communicated to the Supplier by means of email; and
- (ii) The supply of Rice in terms of the Scope of Work has to be completed by the Supplier within 20 (twenty) days from the date specified in the schedule of the Supply Order, unless necessary extension is allowed at the sole discretion of DDPS. The delay in delivery with respect to the Delivery Schedule shall attract penalty as provided under the Supply Contract.

39. Change in Scope of Work

- (i) The DDPS may at any time at its convenience and without assigning any reason whatsoever, change or modify the Scope of Work of the Supplier by providing an intimation in writing to the Supplier specifying *inter alia* the nature and scope of the modification of the Scope of Work (“**Modification Intimation**”);
- (ii) Upon receipt of the Modification Intimation by the Supplier relating to a reduction in the Scope of Work, the Supply Contract with the Supplier shall be deemed to have been modified to the extent of reduction in the Scope of Work of the Supplier. Further, in the event of abovementioned reduction of the Scope of Work, the Total Supply Payment that the Supplier is entitled to receive under the terms of the Supply Contract shall also be proportionately reduced;
- (iii) After receipt of the Modification Intimation by the Supplier relating to an increase in the Scope of Work, the Supplier shall perform such increased Scope of Work at the rate equivalent to the Financial Proposal of the Supplier which has been accepted by the DDPS; and
- (iv) The Supplier shall implement the change in Scope of Work promptly and in compliance with the terms of the Supply Contract and the Supply Order.

40. Failure to Agree with the Terms and Conditions of the RFP /Supply Contract

The failure on part of the bidder/ selected bidder/ Supplier to agree and comply with the terms and conditions of the RFP/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 DDPS shall be entitled to forfeit the EMD or PBG, as may be applicable.

41. Offer to Selected Bidder/ Supplier of the Geographically Nearest District

In the event of non-availability of bids in respect of any district, the DDPS shall have the right to offer the supply in respect of that district to the selected bidder of the geographically nearest district, at the rate equivalent to the Financial Proposal accepted by the DDPS for such geographically nearest district. Further, if the Supplier of any district fails to perform its

obligations under the Supply Contract, the DDPS shall have the right to terminate the Supply Contract and offer the supply in respect of that district to the supplier of the geographically nearest district, at the rate equivalent to the Financial Proposal accepted by the DDPS of the Supplier whose Supply Contract has been terminated. Upon the acceptance of the offer by the said selected bidder/supplier, as the case may be, it shall be deemed to be the selected bidder/supplier for the said district and a separate Supply Contract shall be executed with the said selected bidder/supplier, in that regard. However, the supply shall be carried out by the said supplier at the designated go down in the district where it was originally the selected bidder/supplier.

SECTION III

SCOPE OF WORK

Following is an indicative Scope of Work for the supply of Common Rice (raw and/ or parboiled) of Fair Average Quality (FAQ) variety from eligible bidder(s), to 21 (twenty one) districts in the State of West Bengal for a period of 6 (six) months from July 2022 to December 2022.

1. Item to be Supplied

Common rice (raw and/ or parboiled) of Fair Average Quality (FAQ) variety (“Rice”)

2. Quantity to be Supplied

The district wise monthly requirement of Rice will be as provided in Appendix I.

3. Delivery Obligations

- (i) The Supplier shall be responsible for packaging, handling, loading, transporting, unloading, carrying and delivering to the designated godowns in the concerned districts; and
- (ii) Transit losses, if any, will have to be borne by the Supplier on a no-recourse basis.

4. Place of Delivery

The Rice shall be delivered to the designated godowns of the districts, as provided in Appendix I. The location of the designated godowns may be modified by the DDPS from time to time, upon notice to the Supplier.

5. Delivery Schedule

The Deliverables shall be completed by the Supplier within 20 (twenty) days from the date specified in the schedule of the Supply Order, unless necessary extension is allowed at the sole discretion of DDPS.

6. Specifications of Rice

- (i) The Fair Average Quality (FAQ) Rice shall be prepared only from sound good quality paddy. The Rice shall be in sound merchantable condition, sweet, dry, clean, wholesome, of good food value, uniform in color and size of grains and free from moulds, weevils, obnoxious smell, and admixture of unwholesome poisonous substances, *Argemone mexicana* and *Lathyrus sativus* (Khesari), in any form, or coloring agents and all impurities. It shall be free from paddy, paddy husks, any extraneous matter like dirt, stones, rat and insect dropping and non-food grains.
- (ii) The specification for Rice shall be as per the below mentioned table:

Sl. No.	Refraction	Maximum Limit (in %)	
		Raw	Parboiled
1.	Broken(not more than 1% by weight shall be small broken)	12	10
2.	Foreign Matter(not more than 0.25% by weight shall be mineral matter and not more than 0.10 by weight shall be impurities of animal origin)	0.5	0.5
3.	Damaged/Slightly damaged grains (including pin damaged grains)	3	4
4.	Discoloured Grains	3	5
5.	Chalky Grains	5	--
6.	Red Grains	3	3
7.	Dehusked Grains	13	13
8.	Moisture Content	12	14

7. Specifications of Packaging

- (i) The packaging of Rice shall be in compliance with the Legal Metrology Act, 2009 and all rules, regulations, circulars, notifications, etc., issued there under or in connection therewith.
- (ii) The packaging shall be done in new and clean High Density Polyethylene or Polypropylene bags of packaging size 50 (fifty) kgs each (following BIS no. IS 14887-2014: latest) and should have sufficient strength to permit rough handling without tear or damage.
- (iii) The labeling on the packaging bags shall be in the following format:
Front Side: 1.5 feet X 2 feet (portrait mode)

Government of West Bengal
Department of Food and Supplies
Commodity: Rice (Common – Raw/Parboiled)
Year: 2022
Net weight: 50 kg

Agency: Directorate of District Distribution, Procurement and Supplies, Department of Food and Supplies, Government of West Bengal

FSSAI License No. [●]

Product of: [●] (Supplier's name)

Month of supply: [●]

Back side: 1.5 feet X 2 feet (portrait mode)



8. Quality Inspection

- (i) The Rice to be supplied by the Supplier is intended to be utilized under the Public Distribution System for a period of 3 (three) months or more, from date of receipt of supply of Rice;
- (ii) Upon receipt of a consignment of Rice at the gate of the designated go down in the concerned districts and prior to unloading of the same, up to 3 (three) samples of 1,000 (one thousand) grams will be taken from the said consignment in sealed plastic bags and will be tested immediately at the point of unloading, to ensure conformity with the specifications and standards mentioned in this Scope of Work;
- (iii) The Quality Control Official, posted at the designated go down, shall issue a report on the result of the sample testing of the Rice ("**Analysis Report**") in the prescribed format, regarding the quality and quantity of the consignment received at the designated go down and whether the same is in compliance with the stipulated specifications and requirements;
- (iv) The Official in Charge of the designated go down jointly with the Quality Control Official, shall issue a Weight Quality and Stock Certificate, in the prescribed format, mentioning the details such as supplier details, tender number and date, stock number, quantity of stock (in MT), vehicle number etc.;
- (v) The Analysis Report issued by the Quality Control Official shall be signed jointly by the Supplier or its authorised representative and the Official in Charge of the go down. A copy of the signed report shall be attached to the sealed plastic bags containing the samples, while the original signed report shall be kept with the Official in Charge of the go down for record purposes; and
- (vi) Upon completion of sample testing and signing of the Analysis Report, 1 (one) sample will be handed over to the Supplier or its authorised representative and the remaining samples shall

be retained at the designated go down for record purposes.

9. Change in Scope of Work

Any change in Scope of Work as intimated by the DDPS to the Supplier as per Clause 39 (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 thereto shall always be deemed to form part of this Scope of Work.

SECTION IV

ANNEXURES

Annexure I Technical Proposal

(i) Covering letter (on bidder's letterhead):

To

The Director
Directorate of District Distribution, Procurement and Supplies
Department of Food and Supplies
Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Submission of Technical Proposal

Ref: (i)RFP No.02 OF 2022-23 of DDPS/ F & S DEPTT dated 24th May 2022 for selection of Supplier for Supply of Common Rice (raw and/ or parboiled) and (ii) e-Tender(s) bearing No. [●] dated [●] May 2022 for [●] district(s)

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Deliverables as required and outlined in the RFP.

We attach hereto our response to the technical requirements specified in the RFP.

We confirm that the information contained in this response or part thereof, including the exhibits

and other documents and instruments delivered or to be delivered to the DDPS is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the DDPS in its bidding process.

We fully understand and agree to comply that, on verification, if any of the information provided here is found to be misleading or incorrect or fraudulent, our bid shall be liable to be rejected or the Letter of Intent may be cancelled or the Supply Contract may be terminated or the Supply Order may be cancelled at the sole discretion of the DDPS, as the case may be.

We unconditionally accept all terms and conditions set out in the RFP and also agree to abide by this tender response for a period of 210 (two hundred ten) days from the last date of submission of the bid.

We hereby declare that in case we are chosen as the selected bidder, we shall submit the PBG in the form and manner prescribed in the RFP.

We agree that you are not bound to accept any of the bids that you may receive. We also agree that you reserve the absolute right to modify all or any of the Deliverables specified in the bid.

Following are the particulars of our organization:

Sl. No.	Description	Details
1.	Name of the Company/LLP/Partnership Firm/Proprietorship Firm	
2.	a) Registered Office/ Registered Corporate Address	
	b) Principal Place of Business	
3.	Year of Incorporation/ Registration/ Commencement of Business	
4.	Corporate Identification Number/LLP Identification Number/ Registration Number/Trade License Number	
5.	Phone No., Fax No. and E-mail ID	
6.	Website URL/Address	
7.	Brief Description of the Business	
8.	Bank Account Details (Bank Name, Bank Branch, Branch Address, Account Type, Account Number, IFS Code and MICR Number)	

Contact Details of authorized representatives for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
---------	----------------------	-------------------

Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our organization and authorized to sign this document as well as such other documents, which may be required in this connection.

Thanking You
Yours Faithfully

For *[Name of Bidder]*

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

(ii) Document Submission Checklist for Technical Proposal:

The Technical Proposal shall comprise of the following documents to be submitted by the bidder as mentioned below and the bidder shall duly fill, sign and upload this document checklist as a part of the Technical Proposal.

Sl. No.	Documents to be submitted	Submitted(Yes /No)
1.	Covering letter for Technical Proposal as per format provided in Annexure I of Section IV of the RFP	
2.	Document Checklist for Technical Proposal	
3.	Covering letter for Financial Proposal as per format provided in Annexure II of Section IV of the RFP	
4.	Document Checklist for Financial Proposal	
5.	Certificate of Incorporation or Registration Certificate or Trade License or License under the West Bengal Shops and Establishments Act, 1963, as may be applicable	
6.	Memorandum of Association and Articles of Association or	

Sl. No.	Documents to be submitted	Submitted(Yes /No)
	LLP Agreement or Partnership Deed, as may be applicable	
7.	Last Filed Annual Return or Last Filed Statement of Account and Solvency, as may be applicable	
8.	Copies of Work Orders/Supply Orders/ Purchase Orders/ Indents/ Invoices showing that bidder is in the business of direct supply of Common Rice (raw and/ or parboiled) for at least 3 (three)years in last 5 (five) years as on the date of submission of the bid and shall have successfully completed supply of minimum 25% (twenty five percent) of 6 (six) months' requirement of Rice, in the concerned districts as provided in Appendix I, in each of the 3 (three) years	
9.	Copies of Completion Certificates of Work Orders/Supply Orders/ Purchase Orders with Payment Details or Acknowledgement of Delivery of Material along with Proof of Receipt of Payment, as may be applicable	
10.	Certificates from Client showing that bidder has successfully completed and complied with the Work Orders/Supply Orders/ Purchase Orders	
11.	Details of the organization issuing Work Orders/Supply Orders/ Purchase Orders such as (i) name; (ii) complete address; (iii) status (State/Central Govt. organization, undertaking, body or parastatal or a local or statutory body or authority or private entity/organization); (iv) designation of the authority issuing the Work Orders/Supply Orders/ Purchase Orders; (v) phone number; (vi) mobile number; (vii) e-mail ID; and (viii) details of completion certificate, if issued	
12.	Copy of FSSAI License	
13.	Self-Certification regarding no default in the delivery of CMR in any KMS, prior to the KMS of 2021-2022, if applicable	
14.	Audited Financial Statements of the financial years 2018-2019, 2019-2020 and 2020-2021	
15.	Filed Income Tax Returns of the financial years 2018-2019, 2019-2020 and 2020-2021	
16.	Certificate by independent practicing Chartered Accountant/Statutory Auditor certifying positive net worth of bidder as on 31 March 2022	

Sl. No.	Documents to be submitted	Submitted(Yes /No)
17.	Copy of GST Registration Certificate	
18.	Copy of PAN	
19.	Power of Attorney for the authorized representative signing the bid on behalf of the bidder	
20.	Authorization Letter for the authorized representative signing the bid on behalf of the bidder	
21.	Self-Attested Copy of Identity Proof (Voter ID Card / Aadhaar Card / Passport) of the authorized representative signing the bid on behalf of the bidder	
22.	Letter to the DDPS mentioning Name of the Bidder as the Account Holder, Bank Name, Bank Branch, Branch Address, Account Type, Account Number, IFS Code and MICR Number along with a copy of a cancelled cheque drawn on the bank, details of which has been submitted by the bidder in the Technical Proposal.	
23.	Undertaking to the effect that there is no deviation between the scanned copies of the original documents duly uploaded on the portal vis-à-vis the physical copies of the original documents	
24.	Undertaking on Non-Judicial Stamp Paper of INR 100 and duly notarized, as per the format provided in Part I of Annexure III of Section IV of the RFP	
25.	Undertaking on Non-Judicial Stamp Paper of INR 100 and duly notarized, as per the format provided in Part II of Annexure III of Section IV of the RFP, in case the bidder is a Rice mill	
26.	Details of Participation in all e-Tenders as per the format provided in Annexure IV of Section IV of the RFP, if applicable	
27.	Scanned copy of the NEFT/RTGS Challan or Net-Banking Receipt towards the payment of EMD.	
28.	Scanned copy of the RFP, e-Tender(s) including any corrigendum or addendum thereof, digitally signed.	
29.	Any other document(s)	

For [Name of Bidder]

[Authorized Signatory]

[Designation]
[Place]
[Date and Time]
[Seal and Sign]
[Business Address]

(iii) Physical Sample Submission Checklist for Technical Proposal

The Technical Proposal shall comprise of the physical submission of the samples of Rice for quality testing by the bidder, for each of their bids, in respect of each of the e-Tender(s) it participates in and the bidder shall duly fill, sign and upload this sample submission checklist as a part of the Technical Proposal.

Sl. No.	Sample Submitted	Submitted(Yes /No)
1.	5 (five) samples of Rice in sealed packs of 1,000 (one thousand) grams each, with respect to e-Tender bearing No. [●] dated [●] for [●] district	

For *[Name of Bidder]*

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal and Sign]
[Business Address]

Annexure II
Financial Proposal

(i) Covering letter (on bidder's letterhead):

To

The Director
Directorate of District Distribution, Procurement and Supply

Department of Food and Supplies
Government of West Bengal
11-A Mirza Ghalib Street
Kolkata 700087

Sub: Submission of Financial Proposal

Ref: RFP No.02 OF 2022-23 of DDPS/ F & S DEPTT dated 24th May 2022 for selection of Supplier for Supply of Common Rice (raw and/ or parboiled) and (ii) e-Tender(s) bearing No. [●] dated [●] May 2022 for [●] district(s)

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Deliverables as required and outlined in the RFP.

We here by submit our Financial Proposal in the format as specified in the RFP.

We confirm that the information contained in this response or part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the DDPS is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements there in do not in whole or in part mislead the DDPS in its bidding process.

We fully understand and agree to comply that, on verification, if any of the information provided here is found to be misleading or incorrect or fraudulent, our bid shall be liable to be rejected or the Letter of Intent may be cancelled or the Supply Contract may be terminated or the Supply Order may be cancelled at the sole discretion of the DDPS, as the case may be.

We unconditionally accept all terms and conditions set out in the RFP and also agree to abide by this tender response for a period of 210 (two hundred ten) days from the last date of submission of the bid.

We hereby declare that in case we are chosen as the selected bidder, we shall submit the PBG in the form and manner prescribed in the RFP.

We agree that you are not bound to accept any of the bids that you may receive. We also agree that you reserve the absolute right to modify all or any of the Deliverables specified in the bid.

It is hereby confirmed that I/We are entitled to act on behalf of our organization and authorized to sign this document as well as such other documents, which may be required in this connection.

Thanking You
Yours Faithfully,

For *[Name of Bidder]*

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

(ii) BOQ

The bidder shall duly fill, sign and upload the BOQ, in the system, for each of their bids, in respect of each of the e-Tender(s) it participates in.

Note:

The Financial Proposal shall be inclusive all applicable rates, levies, taxes, cess and other statutory duties and impositions of whatsoever and howsoever nature, including GST, if applicable.

For *[Name of Bidder]*

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal and Sign]

[Business Address]

Annexure III

Part I

Undertaking

(On Non-Judicial Stamp Paper of INR 100 and Duly Notarized)

I, *[Name of Authorized Signatory]*, as the *[Designation]* of *[Name of Bidder]* state that our Company/LLP/Partnership Firm or I, *[Name of Proprietor]*, the Proprietor of *[Name of Bidder]* state that:

1. All the information and documents submitted against the RFP No.02 OF 2022-23 of DDPS/ F & S DEPTT dated 24th May 2022 for selection of Supplier for Supply of Common Rice (raw and/ or parboiled) for Public Distribution System in 21 (twenty one) Districts of West Bengal for 6 (Six) Months from July 2022 to December 2022, are true to the best of my/our knowledge and belief.
2. I/We have also gone through all the terms & conditions of the RFP and I/we undertake to comply with the same meticulously.
3. The Earnest Money Deposit and all other documents required for the Technical Proposal and the Financial Proposal have been submitted online.
4. The Technical Proposal and Financial Proposal shall remain valid and binding upon me/us for Bid Validity Period of 210 (two hundred ten) days.
5. I/We shall supply Rice in terms of the Scope of Work, the Supply Contract and the Supply Order.
6. I/we am/are not disqualified in any manner whatsoever, to participate in this RFP.
7. I/We have not submitted more than 3(three) bids in respect of the e-Tenders issued in relation to this RFP.
8. I/we have not submitted more than 1 (one) bid in respect of 1 (one) e-Tender.
9. I/we and/ or our promoters/controllers/shareholders/partners/ designated partners, are not 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 whatsoever, as on the date of submission of our bid.
10. I/we and/ or our promoters/controllers/shareholders/partners/ designated partners, have no pending disputes with the Government of West Bengal which continues as on the date of submission of our bid.
11. I/we have not abandoned or left unfulfilled any order of supply issued in my/our favour in the last 2 (two) years from the date submission of our bid.
12. I/we and/ or our promoters/controllers/shareholders/partners/ designated partners have not been accused of or convicted under the Essential Commodities Act, 1955 or any other law for the time being in force.

Place:

Date:

For [Name of the Bidder]

Signature of the Authorised Signatory/Proprietor

Part II

**Undertaking (In case the bidder is a Rice mill)
(On Non-Judicial Stamp Paper of INR 100 and Duly Notarized)**

I, *[Name of Authorized Signatory]*, as the *[Designation]* of *[Name of Bidder]* state that our Company/LLP/Partnership Firm or I, *[Name of Proprietor]*, the Proprietor of *[Name of Bidder]*, do hereby solemnly affirm and declare that:

1. I/we have not been debarred /delisted /blacklisted by the Government of India, Government of West Bengal, any other State Government, any Central Government/ State Government organization, undertaking, body or parastatal at any time during the last 3 (three) years up to the last date of submission of the bid and neither have I/we been debarred for non-supply of any order issued during the last 3 (three) years.
2. That I/we have no CMR dues to the Government of West Bengal, prior to the KMS of 2021-2022.
3. I/we was/were never declared as a defaulter in connection with the delivery of CMR in the State of West Bengal under the West Bengal Custom Milled Rice (Obligation & Control) Order, 2015.
4. I/we do, hereby, declare that above information is true to the best of my knowledge and belief.

Place:

Date:

For *[Name of the Bidder]*

Signature of the Authorised Signatory/Proprietor

Annexure IV

Details of Participation in all e-Tenders

Sl. No.	District	e-Tender No. and Date	Designated Go down for Delivery
1.			
2.			
3.			

ANNEXURE-V

EXPERIENCE CERTIFICATE OF RICE MILLS ISSUED BY CHARTERED ACCOUNTANT

Name of Rice Mill :

Type of Company : Proprietorship/Partnership/Pvt Ltd:

Address :

FINANCIAL YEAR	RECEIPT FROM SALE OF RICE IN THE FINANCIAL YEAR (Rs)	QUANTITY OF RICE SOLD /TRADED (in MT)

Date :

Place :

**Signature of Chartered
accountant with seal**

Annexure VI Manner of Uploading Documents

Name of Folder	Details
Technical Folder	<ol style="list-style-type: none">1. Covering letter for Technical Proposal (as per Annexure I of Section IV of the RFP)2. Document Checklist for Technical Proposal3. Certificate of Incorporation or Registration Certificate or Trade License or License under the West Bengal Shops and Establishments Act, 1963, as may be applicable4. Memorandum of Association and Articles of Association or LLP Agreement or Partnership Deed, as may be applicable5. Last Filed Annual Return or Last Filed Statement of Account and Solvency, as may be applicable6. Copies of Work Orders/Supply Orders/ Purchase Orders/ Indents/ Invoices showing

Name of Folder	Details
	<p>that bidder is in the business of direct supply of Common Rice (raw and/ or parboiled) for at least 3 (three)years in last 5 (five) years as on the date of submission of the bid and shall have successfully completed supply of minimum 25% (twenty five percent) of 6 (six) months' requirement of Rice in the concerned districts as provided in Appendix I, in each of the 3 (three) years</p> <ol style="list-style-type: none"> 7. Copies of Completion Certificates of Work Orders/Supply Orders/ Purchase Orders with Payment Details or Acknowledgement of Delivery of Material along with Proof of Receipt of Payment, as may be applicable 8. Certificates from Client showing that bidder has successfully completed and complied with the Work Orders/Supply Orders/ Purchase Orders 9. Details of the organization issuing Work Orders/Supply Orders/ Purchase Orders such as (i) name; (ii) complete address; (iii) status (State/Central Govt. organization, undertaking, body or parastatal or a local or statutory body or authority or private entity/organization); (iv) designation of the authority issuing the Work Orders/Supply Orders/ Purchase Orders; (v) phone number; (vi) mobile number; (vii) e-mail ID; and (viii) details of completion certificate, if issued 10. Copy of FSSAI License 11. Self Certification regarding no default in the delivery of CMR in any KMS, prior to the KMS of 2021-2022, if applicable 12. Audited Financial Statements of the financial years 2018-2019, 2019-2020 and 2020-2021 13. Filed Income Tax Returns of the financial years 2018-2019, 2019-2020 and 2020-2021 14. Certificate by independent practicing Chartered Accountant/Statutory Auditor certifying positive net worth of bidder as on 31 March 2022 15. Copy of GST Registration Certificate 16. Copy of PAN 17. Power of Attorney for the authorized representative signing the bid on behalf of the bidder 18. Authorization Letter for the authorized representative signing the bid on behalf of the bidder 19. Self-Attested Copy of Identity Proof (Voter ID Card / Aadhaar Card / Passport) of the authorized representative signing the bid on behalf of the bidder 20. Letter to the DDPS mentioning Name of the Bidder as the Account Holder, Bank Name, Bank Branch, Branch Address, Account Type, Account Number, IFS Code

Name of Folder	Details
	and MICR Number along with a copy of a cancelled cheque drawn on the bank, details of which has been submitted by the bidder in the Technical Proposal.
Financial Folder	BOQ
Annexure and Declarations Folder	<ol style="list-style-type: none"> 1. Undertaking to the effect that there is no deviation between the scanned copies of the original documents duly uploaded on the portal vis-à-vis the physical copies of the original documents 2. Undertaking on Non-Judicial Stamp Paper of INR100 and duly notarized, as per the format provided in Part I of Annexure III of Section IV of the RFP 3. Undertaking on Non-Judicial Stamp Paper of INR100 and duly notarized, as per the format provided in Part II of Annexure III of Section IV of the RFP, in case the bidder is a Rice mill 4. Details of Participation in all e-Tenders as per the format provided in Annexure IV of Section IV of the RFP, if applicable 5. Any other document(s)
EMD Folder	Scanned copy of the NEFT/RTGS Challan or Net-Banking Receipt towards the payment of EMD.
RFP Folder	Scanned copy of the RFP, e-Tender(s) including any corrigendum or addendum thereof, digitally signed.

SECTION V

GENERAL CONDITIONS OF CONTRACT

1. Duration of the Supply Contract

- (i) The Supply Contract will be valid for a period of 6 (six) months from the date of signing of the

Supply Contract (“**Term**”);

- (ii) Upon the expiry of the Term, the Supply Contract may be extended for a further period of 3 (three) months at a time, up to a maximum period of 6 (six) months, at the sole discretion of the DDPS and subject to satisfactory performance of the Supplier and on the same terms and conditions of the Supply Contract (“**Renewal(s)**”);
- (iii) The DDPS shall intimate the Supplier for the Renewal(s), in writing, 15 (fifteen) days prior to the expiry of the Term or the Renewal(s), as the case maybe (“**Renewal Intimation**”); and
- (iv) The Supplier shall communicate its acceptance towards such Renewal, in writing, within 2 (two) days from the receipt of the Renewal Intimation but in no event later than 5 (five) days prior to the expiry of the Term or Renewal(s), as the case maybe.

2. Total Supply Payment

- (i) Subject to Clause 2 (ii) below and inconsideration for the Supplier’s performance of the Supply Contract, the DDPS shall be liable to pay to the Supplier, such sum being the consolidated price bid specified in the BOQ submitted by the Supplier as part of its Financial Proposal and which has been accepted by the DDPS during the bidding process (“**Total Supply Payment**”);
- (ii) The monthly payment of the Total Supply Payment shall be calculated proportionately on the basis of the actual quantity of Rice supplied to the district in every month during the Term and Renewal(s), as may be applicable;
- (iii) The Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Total Supply Payment, which shall cover all its obligations specified in the Scope of Work under the Supply Contract, including all costs and expenses to be incurred by it for carrying out its obligations under the Supply Contract, including the Deliverables; and
- (iv) Subject to Clause 10 (Change in Scope of Work) of GCC, the Total Supply Payment for the Term and Renewal(s), as may be applicable, is fixed and shall not be subject to any escalation.

3. Taxes and Duties

- (i) The Total Supply Payment shall be inclusive of all applicable rates, levies, taxes, cess and other statutory duties and impositions of whatsoever and howsoever nature, if any, under the applicable laws for the time being in force, including GST, if applicable; and
- (ii) It is hereby clarified that, in the event there is any increase in the applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature that may be effected from time to time by any competent authority in connection with the performance of the Supply Contract by the Supplier, the Supplier shall not be entitled to claim or demand or receive any additional sum over and above the Total Supply Payment on account of such increase in the applicable rates, levies, taxes, cess and statutory duties and impositions of whatsoever and howsoever nature.

4. Terms of Payment

- (i) Any and all payments shall be made in Indian Rupees;
- (ii) The Supplier shall prepare monthly invoice and raise it on a monthly basis within the 7th(seventh) day of the succeeding month, after getting the same duly certified by the DDPS;
- (iii) The monthly invoice shall comprise of the cost towards supply of Rice in a particular month on the basis of the actual quantity of Rice supplied to the district in that month;
- (iv) All invoices shall be submitted online to the Directorate of Finance, Government of West Bengal (“DoF”), along with Weight Quality and Stock Certificate, Analysis Report, observation letters affixed to tested samples at the designated godowns and other relevant documents as may be requested by the DoF;
- (v) Payment of the monthly invoice for the previous month shall be made within 30 (thirty) days from the submission of the monthly invoice by the Supplier to the DDPS, subject however to deduction/set off by the DDPS, of any amount payable by the Supplier to the DDPS;
- (vi) Payment will be made by means of NEFT / RTGS in favour of the Supplier;
- (vii) No interest payment on outstanding invoices of the Supplier will be entertained at any point of time.
- (viii) In case of any dispute or discrepancy with respect to the monthly invoice raised by the Supplier, the decision of the DDPS shall be final and binding on the Supplier;
- (ix) Tax invoice(s) needs to be issued by Supplier showing separately the tax charged in accordance with the provisions of Central Goods and Services Tax Act, 2017, West Bengal Goods and Services Tax Act, 2017 and the rules made there under; and
- (x) The monthly invoice shall be raised as per the following indicative format:

Sl. No.	e-Tender No. and Date	District	Designated Go down	Month	Quantity of Rice Supplied (in MT)	Cost per MT of Rice Supplied (In INR)	Total Amount (in INR)
1.							

5. Performance Bank Guarantee

- (i) Within 3 (three) business days of the receipt of Letter of Intent from the DDPS, the Supplier shall furnish the PBG of an amount equivalent to {3% x Total Supply Payment}.
- (ii) The Performance Bank Guarantee shall be in the form of a bank guarantee and in accordance with the terms of the RFP and GCC, issued by any scheduled commercial bank drawn in favor of “Food & Supplies Department, WB”, payable at Kolkata. Such bank guarantee towards the PBG shall remain valid, enforceable and in full force for the Term and Renewal(s), as may be applicable and also for a further period of 90 (ninety) days after the termination or expiry of the Supply Contract (post the Term and Renewal(s), as may be

applicable).

- (iii) In the event the value of the PBG is found to be less than as specified in Clause 5(i) above, the Supplier shall be responsible to forthwith top up the PBG with additional bank guarantee to the extent required so that the PBG does not fall below required amount; and
- (iv) In case the PBG is not updated from time to time, the DDPS shall reserve the right to invoke the PBG and appropriate the proceeds thereto and shall be further entitled to terminate the Supply Contract.
- (v) In case of non-performance of current contract/ any breach of contract, in full/part, will result in forfeiture of PBG.

6. Sub-Contracting and Assignment

The bidder shall not be permitted to sub-contract or assign any or all of the Deliverables or any other obligation under this Supply Contract, to any third party.

7. Delivery Schedule

The Deliverables in terms of the Scope of Work has to be completed by the Supplier within 20 (twenty) days from the date specified in the schedule of the Supply Order, unless necessary extension is allowed at the sole discretion of DDPS.

8. Non-Interruption of Services

The Supplier acknowledges that its obligations under this Supply Contract is in relation to essential commodities and it shall ensure that the performance of its obligations under the Supply Contract is continuous, seamless, uninterrupted and without failure under all circumstances.

9. Representations, Warranties and Covenants of the Supplier

The Supplier represents and warrants to the DDPS that:

- (i) it is duly organized or incorporated, validly existing and in good standing under the applicable laws of India, and has agreed to unconditionally accept without any reservations, the terms and conditions set forth in this GCC and other sections of the RFP;
- (ii) it is a competent supplier of essential commodities including Rice, and the Rice to be supplied in terms of the Supply Contract shall always be in accordance with the specifications as provided in the Scope of Work;
- (iii) it has full power and authority to execute, deliver and perform its obligations in terms of the Supply Contract;
- (iv) it has taken all necessary corporate and other actions under applicable laws to authorize the execution, delivery and performance of the Supply Contract;
- (v) it has the financial standing and capacity to undertake the Scope of Work;
- (vi) it has obtained all licenses, approvals, registrations, consents etc. as may be necessary to perform its obligations under the Supply Contract;

- (vii) no approval, authorization, order or consent of, or declaration, registration, or filing with any competent authority is required for the valid execution and delivery of the Supply Contract by the Supplier, except as such as have been already duly obtained or made by the Supplier;
- (viii) the execution, delivery, performance or fulfillment of terms and conditions of the Supply Contract by the Supplier, do not conflict with its Memorandum of Association and Articles of Association/ LLP Agreement/ Partnership Deed, or violate, or result in a breach of any law, governmental rules and regulation applicable to the Supplier or conflict with, violate, or result in a breach of terms and conditions of any order, judgment, decree, deed, agreement, contract or any instrument to which the Supplier is a Party, or by which any of its properties or assets are bound, or constitute a default there under;
- (ix) the Supply Contract shall constitute the legal, valid and binding obligations of the Supplier, enforceable against it in accordance with the terms hereof;
- (x) it shall conform with all the descriptions and specifications as set out in the Scope of Work and shall fulfill the Deliverables including the Scope of Work, to its fullest and best ability;
- (xi) there are no orders from any court of competent jurisdiction or from any competent authority, or any action, suit, proceeding, or pending official investigation which in any way prevents the Supplier from entering into the Supply Contract adversely affects the ability of the Supplier to perform its obligations under the Supply Contract or questions in any material respect the validity, binding effect or enforceability (or seeks to enjoin or assess penalties) relating to any of the obligations of the Supplier under this GCC, the Letter of Intent and other sections of the RFP;
- (xii) neither the Supplier nor the existing shareholders/directors/ partners/ designated partners of the Supplier have been convicted in a court of law for an offence involving moral turpitude;
- (xiii) it acknowledges and accepts that the DDPS and its officers, employees and consultants have not made any representation or warranty as to the accuracy or completeness of documents and information provided to the Supplier relating to the Scope of Work or otherwise;
- (xiv) it acknowledges and accepts that although the DDPS has made reasonable endeavors to provide all material documents and information sufficient for the Supplier to perform its obligations under the Supply Contract, there may be other documents and information which the DDPS and its officers, employees and consultants are aware of and which may be relevant to the Scope of Work, but which may not have been provided or to which no reference has been made in, or in connection with, the RFP;
- (xv) it has satisfied itself as on the date of execution of the Supply Contract as to the extent and nature of the Scope of Work, as well as materials, manpower and infrastructure required for satisfactorily performing its obligations under the Supply Contract;
- (xvi) it has all the resources required to perform its obligations under the Supply Contract in an efficient and timely manner;
- (xvii) there are no contingencies, fees, payments or other benefits accruing to the Supplier (other than as stated in this RFP), which have not been notified to the DDPS in writing;

- (xviii) all records and other information supplied or to be supplied by the Supplier to the DDPS in relation to the Supply Contract, are and will be true, correct and accurate in all respects and shall accurately reflect the performance of the obligations by the Supplier and may be relied upon by the DDPS in all respects, including for the purpose of calculating the payment towards the monthly invoices and any deductions there from;
- (xix) it has made, and relied on, its own independent assessment of the condition and location of the godowns in the districts, documents and information provided by the DDPS or its officers, employees or consultants and of the suitability of the terms of this GCC and other sections of the RFP for the purpose of performing its obligations under the Supply Contract;
- (xx) as on the effective date of the Supply Contract it has obtained for itself and is satisfied that it has all necessary information as to risks, contingencies and other circumstances which may influence or affect its obligations under the Supply Contract or the costs and expenses to be incurred by it for performing its obligations under the Supply Contract;
- (xxi) it shall be solely liable and responsible for all losses and/ or damages that may be incurred by it during transit of the Rice to the designated go down or any other loss and/ or damage incurred by it due to environmental and/ or other hazards, including any third party claim and/ or any claim relating to or arising out of any death or personal injury that has occurred during the provision of its services under the Supply Contract; and
- (xxii) it accepts that the DDPS shall not be liable for any death or permanent or temporary or partial or total disability or loss of limbs or burns or medical expenditure for necessary treatment thereof of the personnel, workmen and employees of the Supplier.

10. Change in Scope of Work

- (i) The DDPS may at any time at its convenience and without assigning any reason whatsoever, change or modify the Scope of Work of the Supplier by providing an intimation in writing to the Supplier specifying *inter alia* the nature and scope of the modification of the Scope of Work ("**Modification Intimation**");
- (ii) Upon receipt of the Modification Intimation by the Supplier relating to a reduction in the Scope of Work, the Supply Contract with the Supplier shall be deemed to have been modified to the extent of reduction in the Scope of Work of the Supplier. Further, in the event of abovementioned reduction of the Scope of Work, the Total Supply Payment that the Supplier is entitled to receive under the terms of the Supply Contract shall also be proportionately reduced;
- (iii) After receipt of the Modification Intimation by the Supplier relating to an increase in the Scope of Work, the Supplier shall perform such increased Scope of Work at the rate equivalent to the Financial Proposal of the Supplier which has been accepted by the DDPS; and
- (iv) The Supplier shall implement the change in Scope of Work promptly and in compliance with the terms of the Supply Contract and the Supply Order.

11. Warranty in Terms of Quality

- (i) The Supplier warrants that Rice supplied during the Term and Renewal(s), as may be applicable, in terms of the Scope of Work, shall remain to be in FAQ condition for a period of 3 (three) months from the date of receipt of the supply of Rice at the go down;
- (ii) In the event 25% (twenty five percent) or more of the supplied Rice deteriorates in terms of the quality from the standards and specifications as mandated in the Scope of Work, within the aforesaid period of 3 (three) months, then notwithstanding whether the balance consignment deteriorates in quality or not, the Supplier shall be liable to replace the entire supply of Rice within 7 (seven) days from the date of intimation of such deterioration; and
- (iii) In the event, the Rice delivered by the Supplier to the go down is not of FAQ variety, it shall be deemed to be a case of non-supply and the Supplier shall be liable to forthwith replace the entire supply of Rice.

12. Indemnity

- (i) Notwithstanding anything contained in the Supply Contract, the Supplier agrees to indemnify and hold harmless the DDPS and other officials of the DDPS (“**DDPS Indemnified Party**”) forthwith 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 DDPS 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 representatives or any other person claiming through or under it; and/ or
 - (b) the failure, negligence, fraudulent omissions, willful 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 DDPS 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 DDPS Indemnified Party to the financial position it would have been in had the claims not occurred.

13. Defense of Claims

- (i) In the event that DDPS Indemnified Party receives a claim from a third party in respect of which it is entitled to be indemnified under Clause 12 (Indemnity) of GCC, it shall notify the Supplier within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Supplier, which approval shall not be unreasonably withheld or delayed. In the event that the Supplier wishes to contest or dispute the claim it may conduct the proceedings in the name of the DDPS Indemnified Party subject to the DDPS Indemnified Party being secured against any costs involved, to its reasonable satisfaction; and
- (ii) If the Supplier exercises its rights to contest or dispute the claim, then the DDPS Indemnified Party shall nevertheless have the right to employ its own counsel/law firm and such counsel/law firm may participate in such action, and the fees and expenses of such counsel/law firm shall be borne by the Supplier, as and when incurred. The counsel/law firm engaged by the DDPS Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the DDPS Indemnified Party.

14. Liquidated Damages

- (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 DDPS shall be entitled at its option to deduct from the Total Supply Payment due to the Supplier or the PBG, liquidated damages of an amount of 0.5% (zero point five percent) of the value of the monthly invoice, raised by the Supplier for that month, for every week of such delay or failure or part thereof;
- (ii) In case the Supplier is in breach or default as specified in the table below and fails to cure such breach or default within the timelines specified in the table below, the DDPS shall be entitled to deduct such sums as specified in the table below, as liquidated damages from the Total Supply Payment due to the Supplier or from the PBG. Determination of such breach or default on the part of the Supplier shall be ascertained by the DDPS at its sole discretion and the Supplier shall accept such determination of the DDPS without any demur or protest:

Sl. No.	Nature of Breach or Default	Cure and Cure Period	Liquidated Damages (In INR)
1.	Non-Delivery of entire or part of supply of rice as per the Delivery Schedule	Nil	INR 150 (Indian Rupees One Hundred Fifty) only per MT per day, for the defaulted (undelivered) quantity, for every day of delay in delivery,

Sl. No.	Nature of Breach or Default	Cure and Cure Period	Liquidated Damages (In INR)
			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.	Deterioration of quality of 25% (twenty five percent) or more of the supplied Rice within 3 (three) months from the date of receipt of the supply	Replacement of the entire supply of Rice within 7 (seven) days from the time of intimation of such deterioration	INR 150 (Indian Rupees One Hundred Fifty) only per MT per day, for the defaulted (undelivered) quantity, for every day of delay in replacement, from the end of the cure period till actual replacement

- (iii) The above-mentioned liquidated damages shall be subject to a maximum limit of 5% (five percent) of the Total Supply Payment payable to the Supplier during the Term and Renewal(s), as may be applicable;
- (iv) Notwithstanding the termination of the Supply Contract in terms of Clause 15 (Termination of Supply Contract by DDPS) of the GCC, the Supplier shall be liable to pay the liquidated damages, as mentioned above; and
- (v) The Supplier acknowledges and accepts that the liquidated damages amount agreed upon is fair and reasonable and quantum of liquidated damages assessed and levied by the DDPS in terms of the provisions of the Supply Contract shall be final and binding on the Supplier and the Supplier shall not dispute or challenge the same on the ground that the said quantum of liquidated damages imposed on it is unreasonable and penal in nature.

15. Termination of Supply Contract by DDPS

- (i) Termination for breach of Supply Contract
 - (a) Without prejudice to any other right or remedy which the DDPS 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 10 (ten) days, the DDPS shall be entitled to terminate the Supply Contract forthwith by issuing a termination notice to the Supplier; and
 - (b) The following shall apply in respect of cure of any breach of Supply Contract:
 - The said cure period shall commence from the date on which the written notice of the breach of Supply Contract is sent by the DDPS to the Supplier asking the Supplier to cure the breach specified in the said notice; and
 - The aforesaid notice or the cure period shall not relieve or waive or shall be deemed to relieve or waive the Supplier from any liability for damages caused by its default.
- (ii) Termination for convenience:

The DDPS may at any time terminate the Supply Contract without any reason whatsoever, by giving 15 (fifteen) days' notice in writing to the Supplier.

(iii) Termination for specific events of default:

The DDPS 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 of which exceeds 5% (five percent) of the Total Supply Payment; or
- (d) The Supplier fails to update and/ or renew the PBG as specified in Clause 5 (Performance Bank Guarantee) of the GCC; or
- (e) 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 results in a judgment of insolvency or bankruptcy of the Supplier.

16. Commercial Consequences of Termination of Supply Contract

- (i) Subject to Clause 17 (Continuity of Service) of GCC, upon termination of the Supply Contract in terms of Clause 15(Termination of Supply Contract by DDPS) of the GCC, the DDPS shall make payment of the last unbilled and/ or unpaid monthly invoice or part thereof, as applicable, after deducting any sums due to the DDPS from the Supplier; and
- (ii) Upon termination of the Supply Contract in terms of Clause 15 (ii) above or in the event of expiry of the Supply Contract, the DDPS shall return the PBG to the Supplier after deducting any outstanding amount due to it from the Supplier within 90 (ninety)days from the date of expiry or termination of the Supply Contract. However, in the event of termination in terms of Clause 15 (i) or Clause 15 (iii) above as well as for the breach of the provisions of Clause 17 (Continuity of Service) of GCC on the part of the Supplier, the DDPS shall be entitled to forfeit the entire PBG.

17. Continuity of Service

- (i) Notwithstanding anything stated herein, upon termination of the Supply Contract, the DDPS shall reserve its right to direct the Supplier to continue to perform the Deliverables on the same terms and conditions as specified in the Supply Contract and the Supply Order, till the time a new supplier is appointed by the DDPS, provided however the aforesaid direction of the DDPS shall not be for a period more than 60 (sixty) days;

- (ii) In the event the Supplier refuses to abide by the directions of the DDPS in this regard, the DDPS, in addition to any right or remedy it may have under the Supply Contract and/ or applicable laws, shall be entitled to declare the Supplier indefinitely or for a specific period of time, ineligible to participate in any tender/bidding process of the Department of Food and Supplies, Government of West Bengal and any of its directorates and undertakings. Further, the DDPS also reserves the right to forfeit the PBG and the last unbilled and/ or unpaid monthly invoice or part thereof, as applicable, payable to the Supplier under the Supply Contract; and
- (iii) The Supplier shall, without any dispute, demur or objection, accept that upon termination of the Supply Contract, the DDPS shall be entitled to offer the supply in respect of that district to the supplier of the geographically nearest district, at the rate equivalent to the Financial Proposal accepted by the DDPS, of the Supplier. Upon the acceptance of the offer by the said supplier, it shall be deemed to be the Supplier for the said district and a separate Supply Contract shall be executed with the Supplier, in that regard. However, the supply shall be carried out by the Supplier at the designated go down in the district where it was originally the supplier.

18. Exit Management

Upon expiry or termination of the Supply Contract:

- (i) The Supplier shall provide a detailed documentation regarding the supply of Rice carried out by it till the date of expiry or termination;
- (ii) The Supplier shall not be entitled to and/or make a 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) The DDPS shall be entitled to restrain the Supplier and any person claiming through or under the Supplier from entering the designated godowns; and
- (iv) 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.

19. Confidentiality Requirements

- (i) The Supplier undertakes that it shall not at any time during the Term and Renewal(s), as may be applicable and at all times after termination or expiry of the Supply Contract, disclose to any person any Confidential Information which has been disclosed to the Supplier by the DDPS, its officers, employees or consultants or any other confidential information concerning the DDPS's activities and functions which the Supplier may obtain from the DDPS or any third party;
- (ii) The Supplier shall use the Confidential Information only for the purposes of the Supply Contract and shall protect such Confidential Information from disclosure to others using the same degree of care used to protect its own proprietary information of like importance but in any case, using no less than a reasonable degree of care; and

- (iii) The Supplier may only disclose the Confidential Information it receives to its team or personnel only on a need-to-know basis for the purpose of performing its obligations under the Supply Contract and the Supplier shall ensure that the team or personnel to whom such Confidential Information has been disclosed also complies with the provisions of this clause.

For the purpose of this RFP, 'Confidential Information' shall mean information of the DDPS relating to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, patents, know-how, plans, budgets and personnel of the DDPS and its affiliates which may be disclosed or otherwise learned by the Supplier in course of or in connection with the Supply Contract, including information received during negotiations, location visits and meetings in connection with the Supply Contract.

20. 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 of 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 into 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 DDPS shall have a right to terminate the Supply Contract by giving 7 (seven) days' notice in writing to the Supplier.

21. 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 of the Supply Contract, shall be exclusively subject to jurisdiction of courts in Kolkata, West Bengal.

22. 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 fact or both, shall at first be attempted to be resolved between the DDPS 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 forthwith 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 Secretary, Department of Food and Supplies, Government of West Bengal. 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 Clause 22 (ii) above, the courts at Kolkata, West Bengal shall have exclusive jurisdiction in relation to any dispute arising out of this Supply Contract.

23. Notices

Unless otherwise agreed between the Parties, all notices required to be given under this Supply Contract shall be in writing and must be delivered by hand or sent by post or by e-mail to the other Party at the address or e-mail address of that Party as provided below, save and except notice(s) of termination which shall only be delivered by hand or sent by post.

DDPS:

11-A Mirza Ghalib Street, Kolkata 700087, E-mail ID: fnsreport22@gmail.com

Supplier:

[_____]

A Party may change its address for service provided that it gives the other Party notice of the same in accordance with this clause.

24. Amendment

No amendments, modifications or alterations of or any additions to the terms and conditions of the Supply Contract including this GCC shall be valid unless the same is in writing and agreed to by both the Parties.

25. Relationship

The relationship of the Supplier with the DDPS shall be that of an independent contractor and that neither the Supply Contract, nor the relationship created by it, is intended to create, and will not

be construed as creating, any partnership, joint venture or fiduciary obligation with regard to, or as between the Parties.

26. Severability

If for any reason whatsoever any clause(s) or any part(s) of the Supply Contract is declared void or illegal or invalid under applicable laws, by any judicial authority, and if such provision(s) or part(s) shall be fully separable then the Supply Contract shall be constructed as if such provision(s) or part(s) never comprised part of the Supply Contract and the remaining provision(s) or part(s) of the Supply Contract shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision(s) or part(s) or by its severance from the Supply Contract.

27. Continuance of Performance

At all times including during any pending dispute between the Parties, the Supplier shall continue to perform its obligations under the Supply Contract and as directed by the DDPS and shall be governed by the Supply Contract.

28. Waiver

No waiver of any term or condition or breach thereof by DDPS shall be valid unless expressed in writing and signed by the DDPS and communicated by the DDPS to the Supplier. A waiver by the DDPS of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or breach thereof in the future or waiver of any other term(s) or condition(s) or breach thereof.

29. No Press Release

No press release in relation to the Supply Contract or the transactions contemplated herein or any other announcement will be issued by the Supplier without the prior written consent of the DDPS.

30. Entire Agreement

The Supply Contract constitutes the whole agreement between the Parties and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in the Supply Contract.

31. Further Assurances

The Parties shall with reasonable diligence, do all such things, take all such actions and provide all such reasonable assurances as may be required to consummate the transactions contemplated by the Supply Contract and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to the purpose and intent of the Supply Contract and carry out its provisions.

32. Survival of Obligations

- (i) Notwithstanding anything to the contrary in the Supply Contract, any expiry or termination of the Supply Contract will not affect the effectiveness of the provisions of Clause 12 (Indemnity), Clause 13 (Defense of Claims), Clause 16 (Commercial Consequences of Termination of Supply Contract), Clause 17 (Continuity of Service), Clause 18 (Exit Management), Clause 19 (Confidentiality Requirements), Clause 23 (Notices), this Clause 32 and Clause 33 (Specific Performance), and the said provisions shall be specifically enforceable by the DDPS, independent of the Supply Contract, for any breach thereof; and
- (ii) Any cause of action which may have occurred in favor of the DDPS or any right which may have accrued or vested in the DDPS during the Supply Contract, as a result of any act, omission, deed or matter done or omitted to be done by the Supplier, shall survive beyond the expiry or termination of the Supply Contract.

33. Specific Performance

The Supplier acknowledges and agrees that the covenants in the Supply Contract were negotiated at arm's length and are fair and reasonable. The Supplier further acknowledges that any breach or threatened or attempted breach of any provision of the Supply Contract would cause irreparable, material, immeasurable, continuing and immediate harm to the DDPS and the monetary damage would not be sufficient or adequate to protect the DDPS's interests. The DDPS will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to prevent the Supplier from violating any contractual or legal obligation or to compel performance of the Supplier's obligations hereunder. Any relief of injunction and/or specific performance shall be in addition to any remedy for damages which the DDPS may be entitled to.

SECTION VI

FORM OF SUPPLY CONTRACT

(To be executed for each supplier for each district)

THIS SERVICE LEVEL AGREEMENT ("Supply Contract") is entered into on this the [●] day of [●], 2022

BETWEEN

THE DIRECTORATE OF DISTRICT DISTRIBUTION, PROCUREMENT AND SUPPLY, FOOD AND SUPPLIES DEPARTMENT, GOVERNMENT OF WEST BENGAL, having its office at 11-A Mirza Ghalib Street, Kolkata 700087 (hereinafter referred to as the "DDPS" which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and/ or assigns) of the **First Part**.

AND

[If the Supplier is a Company]

[●], a company within the meaning of Companies Act 2013, having PAN [●] and CIN [●], having its registered office at [●], represented by its director/ authorized signatory [●], (hereinafter referred to as the “**Supplier**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and/ or permitted assigns) of the **Second Part**.

[OR]

[If the Supplier is a Partnership Firm/Limited Liability Partnership]

[●], a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 having PAN [●] and LLPIN [●]/Partnership Registration No. [●], having its principal place of business at [●], represented by its authorized partner [●], (hereinafter referred to as the “**Supplier**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and/ or permitted assigns and the heirs, legal representatives, successors, executors, administrators and/ or permitted assigns of the respective partners) of the **Second Part**.

[OR]

[If the Supplier is a Proprietorship Firm]

[●], a proprietorship firm, having its principal place of business at [●], represented by its proprietor [●] (hereinafter referred to as the “**Supplier**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives, successors, executors, administrators and/ or permitted assigns) of the **Second Part**.

The DDPS and the Supplier shall be individually referred to as a **Party** and collectively referred to as **Parties**.

WHEREAS:

- A. The DDPS had prescribed certain financial and technical criteria and invited bids by its Request for Proposal No. 02 OF 2022-23 of DDPS/ F & S DEPTT dated 24th May 2022 (“**RFP**”) read with notice inviting e-tender bearing No.[●] dated [●] 2022 (“**e-Tender**”) for supply of Common Rice (raw and/ or parboiled) of Fair Average Quality (FAQ) variety for Public Distribution System in [●] district of West Bengal, for 6 (six) months from July 2022 to December 2022.

- B. After evaluation of the Technical Proposals and Financial Proposals received, the DDPS had accepted the bid of the Supplier (being the selected bidder) for [●] district and issued a letter of intent bearing No. [●] dated [●] (“**Letter of Intent**”) to the Supplier which has been duly accepted by the Supplier.
- C. The Supplier has submitted the Performance Bank Guarantee in accordance with Clause 36 of Section II of the RFP and Clause 5 of Section V of the RFP.
- D. Accordingly, the DDPS and the Supplier has mutually agreed to enter into and be legally bound by the terms and conditions recorded in this Supply Contract and record their respective rights, powers, duties and obligations in connection therewith.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 Any word or expression or any capitalised terms used in this Supply Contract shall, unless otherwise specifically defined in this Supply Contract, have the same meanings as are respectively assigned to them in the RFP.
- 2 The following documents (collectively referred to as “**Transaction Documents**”) shall be deemed to form and be read and construed as part of this Supply Contract and shall be binding on the Supplier:
 - (i) Notice Inviting e-Tender bearing No.[●] dated[●] 2022 (“**e-Tender**”) in terms of Section I of the RFP;
 - (ii) Instructions to Bidders (“**ITB**”) being Section II of the RFP;
 - (iii) Scope of Work (“**Scope of Work**”) being Section III of the RFP;
 - (iv) Annexure I to V (“**Annexure**”) being Section IV of the RFP;
 - (v) General Conditions of Contract (“**GCC**”) being Section V of the RFP;
 - (vi) Bid submitted by the Supplier comprising the Technical Proposal and the Financial Proposal;
 - (vii) Clarifications to the queries raised by the bidders *[if applicable]*;
 - (viii) Addendum/Corrigendum dated [●] issued by the DDPS*[if applicable]*;
 - (ix) Letter of Intent bearing No. [●] dated[●] 2022 issued by the DDPS to the Supplier; and
 - (x) Any other letter or communication exchanged between the DDPS and the Supplier during the tender process and the Term and Renewal(s), as may be applicable.
- 3 In consideration of the payments to be made by the DDPS to the Supplier for the performance of the Deliverables in terms of the Scope of Work under the Supply Contract, the Supplier hereby covenants to carry out its obligations in conformity in all respects with the provisions of the Transaction Documents.

4 Unless otherwise agreed between the Parties, all notices required to be given under this Supply Contract shall be in writing and must be delivered by hand or sent by post or by e-mail to the other Party at the address or e-mail address of that Party as provided below, save and except notice(s) of termination which shall only be delivered by hand or sent by post.

DDPS:

11-A Mirza Ghalib Street, Kolkata 700087, E-mail ID: fnsreport22@gmail.com

Supplier:

[●]

A Party may change its address for service provided that it gives the other Party notice of the same in accordance with this clause.

5 This Supply Contract may be executed in any number of documents or counterparts, each in the like form and all of which when taken together shall constitute one and the same document and a Party may execute this Supply Contract by signing any one or more such documents or counterparts.

IN WITNESS WHEREOF the Parties have executed and delivered this Supply Contract by their duly authorized representatives on the date first above written:

<p>Signed, Sealed and Delivered</p> <p>on behalf of the DDPS by the hand of [●]:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p> <p>In the presence of Witnesses:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p>	<p>Signed, Sealed and Delivered</p> <p>on behalf of the Supplier by the hand of its Director/Partner/Designated Partner pursuant to authorization letter dated [●] and pursuant to power of attorney dated [●]:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p> <p>In the presence of Witnesses:</p> <p>[●] (Signature) [●] (Name) [●] (Designation)</p>
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Appendix I
List of Districts and Requirements of Rice

SL NO	DISTRICT	REQUIREMENT	GODOWN	LOCATION	MANAGING AGENCY	CAPACITY
1	ALIPURDUAR	1127	WBSWC, Alipurduar	Near Alipurduar Chowpati, Alipurduar	SWC	1219
			RIDF, Falakata	Falakata	RIDF	5000
2	BANKURA	3569	SWC RKVY	Gobindanagar,	SWC	4000
			SWC Hired	Gobindanagar,	SWC	1250
3	BIRBHUM	3305	Dubrajpur RIDF	Dubrajpur	SWC	5000
			MdBazar RIDF	MdBazar	SWC	5000
4	COOCH BEHAR	2558	CWC, Cooch Behar	Cooch Behar Municipality	CWC	2410
			CWC, Cooch Behar (3A)	Cooch Behar Municipality	CWC	1562
5	DAKSHIN DINAJPUR	1499	Balurghat RIDF	Balurghat, Mahinagar	SWC	5000
6	DARJEELING & KALIMPONG (RAW)	1360	Go down no. 6, RKVY NJP	Near Uttakanya siliguri	SWC	4800
7	HOOGHLY	5979	CWC MOGRA	CHINSURAH-MOGRA	CWC	6500

			Singur Paddy Go down	Singur	Paddy Go down	1000
8	HOWRAH	4028	GFD Shalimar Unit-1	Shibpur	GFD	4000
			GFD Shalimar Unit-8	Shibpur	GFD	2000
9	JALPAIGURI	3370	RIDF RAJGANJ SHED NO 3	Kismat Sukhani, Mogradangi, Block - Rajganj, Dist - Jalpaiguri	SWC	5000
10	JHARGRAM	1191	Binpur-I Kishan Mandi Go down	Lalgarh, Binpur-I Block	Kishan Mandi	1000
			Sankhakhulya Paddy Go down		Kishan Mandi	1000

SL NO	DISTRICT	REQUIREMENT	GODOWN	LOCATION	MANAGING AGENCY	CAPACITY
11	MALDA	4144	CWC, Shed- 1A,1B & 1C	Narayanpur, Old Malda	CWC	5000
			S.W.C, No- 5	Mahananda Palli, English Bazar	SWC	1400
12	MURSHIDABAD	6188	CWC BERHAMPORE	Banjetia Berhampore	CWC	11600
13	NADIA	4493	RIDF Jahangirpur	Jahnagirpur, Krishnagar,	RIDF	5000
			Ranaghat-II Paddy-I	Begopara, Beside NH 34	Krishak Bazar	1000
14	NORTH 24 PARGANAS	9963	RIDF BASIRHAT-U-I	BASIRHAT	RIDF	5000
			GFD COSSIPURE U - I & II	Cossipore	GFD	10000
15	PASCHIM BARDHAMAN	3214	Gushkara RIDF	Gushkara , Bdn(East)	RIDF	5000
16	PASCHIM MIDNAPORE	4885	Jhakra Kishan Mandi	Chandrakona II Block	Kishan Mandi	1000
			Pingla Kishan Mandi	Pingla	Kishan Mandi	1000
			RIDF Salboni U-3	Saboni	RIDF	5000
17	PURBA BARDHAMAN	4104	Bhatar (RIDF)	Nasigram	RIDF	10000
18	PURBA MIDNAPORE	4352	BHAGWANPUR-II RIDF	Saktia,Bhagwanpur-II	RIDF	5000
			Panskura RIDF	Kanakpur, Panskura-I	RIDF	5000

SL NO	DISTRICT	REQUIREMENT	GODOWN	LOCATION	MANAGING AGENCY	CAPACITY
19	PURULIA	3131	RIDF Joypur Godown	Joypur, Purulia	RIDF	5000
20	SOUTH 24 PARGANAS	10362	RIDF Diamond Harbour	Cheora, Sarisha , Diamond Harbour	RIDF	5000
			RIDF Bishnupur	Amtala, Bishnupur	RIDF	5000
			Cossipore GFD Unit - IV	Cossipore, Kolkata	GFD	5000
21	UTTAR DINAJPUR	3003	PWD, ITAHAR	ITAHAR	PWD	1000
			Kaliyaganj SWC	Kaliyaganj	SWC	1650
			ISLAMPUR PWD	ISLAMPUR	PWD	2000
	TOTAL	85825				151391

Appendix II
District Wise Amount of Earnest Money Deposit

Sl. No.	District	Monthly Requirement of Rice (In MT)	6 Months Requirement of Rice (in MT)	Amount of Earnest Money Deposit (in INR)
1.	Alipurduar	1127	6762	INR 10 Lakhs,
2.	Bankura	3569	21414	INR 10 Lakhs,
3.	Birbhum	3305	19830	INR 10 Lakhs,
4.	Cooch Behar	2558	15348	INR 10 Lakhs,
5.	Dakshin Dinajpur	1499	8994	INR 10 Lakhs,
6.	Darjeeling and Kalimpong (Raw)	1360	8160	INR 10 Lakhs,
7.	Hooghly	5979	35874	INR 10 Lakhs,
8.	Howrah	4028	24168	INR 10 Lakhs,
9.	Jalpaiguri	3370	20220	INR 10 Lakhs,
10.	Jhargram	1191	7146	INR 10 Lakhs,
11.	Maldah	4144	24864	INR 10 Lakhs,
12.	Murshidabad	6188	37128	INR 10 Lakhs,
13.	Nadia	4493	26958	INR 10 Lakhs,
14.	North Twenty Four Parganas	9963	59778	INR 10 Lakhs,
15.	Paschim Bardhaman	3214	19284	INR 10 Lakhs,
16.	Paschim Midnapore	4885	29310	INR 10 Lakhs,
17.	Purba Bardhaman	4104	24624	INR 10 Lakhs,
18.	Purba Midnapore	4352	26112	INR 10 Lakhs,
19.	Purulia	3131	18786	INR 10 Lakhs,
20.	South Twenty Four Parganas	10362	62172	INR 10 Lakhs,
21.	Uttar Dinajpur	3003	18018	INR 10 Lakhs,
	TOTAL	85,825	5,14,950	

Signature Not Verified

Digitally signed by AJAY BHATTACHARYYA
Date: 2022.05.24 13:16:52 IST | 62
Location: West Bengal-WB

