


WEST BENGAL STATE AGRICULTURAL MARKETING BOARD
729, ANANDAPUR, P.O. : East Kolkata Township Project,
P.S.: -ANANDAPUR, KOLKATA-700 107

 Tel No -(033) 24430025/24430026/24430071/24430082

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Expression of Interest (EOI) from
Interested persons/ bidders / agencies for execution of “Providing Cleaning,
Grading, Sorting and Packaging Machines and / or Equipments including
Operation through deployment of technically skilled manpower for providing
Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of
Agricultural Commodities (fruits & vegetables) in
Electronic National Agriculture Markets (e-NAM) in West Bengal”

Invitation for Expression of Interest (EOI) from Interested persons/ bidders / agencies for execution of “Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipment including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers & buyers of Agricultural Commodities (fruits & vegetables) in Electronic National Agriculture Market (e-NAM) in West Bengal”

West Bengal State Agricultural Marketing Board, a Statutory Body under Agriculture Marketing Department, Government of West Bengal, hereinafter referred to as EMPLOYER, invites applications for Expression for Interest (EOI) from interested persons/ bidders / agencies (hereafter referred to as BIDDERS) for execution of “Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of Agricultural Commodities (fruits & vegetables) in Electronic National Agriculture Market (e-NAM) in West Bengal”.

Intending bidder may get the EOI documents from the WEST BENGAL STATE AGRICULTURAL MARKETING BOARD, 729, ANANDAPUR, P.O.: East Kolkata Township Project, P.S.: - ANANDAPUR, KOLKATA-700 107 free of cost and may download the EOI document from the website: http://wbagrmarketingboard.gov.in/Notices_WBSAMB.html.

Interested parties are requested to submit their EOI to the office of the Chief Executive Officer, West Bengal State Agricultural Marketing Board. The applicants also have to deposit an Earnest Money at the value of Rs.25,000/- (Rupees Twenty five thousand only), which is refundable to the unsuccessful applicants. The Earnest Money Deposit (EMD) shall be made by Demand Draft, issued from any nationalized bank in favour of “West Bengal State Marketing Board Fund” and the original draft is to be submitted along with the EOI documents.

Last date of submission: - 13: 00 Hours on 31.08.2021.

Chief Executive Officer
West Bengal State Agricultural Marketing Board

SCHEDULE OF BIDDING PROCESS

Chief Executive Officer, West Bengal State Agricultural Marketing Board, would endeavour to adhere to the following schedule:

Issue of Notice of EOI	
Published in the website	www.wbagrimarketingboard.gov.in
Date of pre-bid meeting Online	16.08.2021 from 12.30 pm to 2.00 pm
Date of pre-bid meeting Offline	12.30 pm on 17.08.2021 at the Office of the Chief Executive Officer, West Bengal State Agricultural Marketing Board, P.O-East Kolkata Township Project, P.S.-Anandapur, Kolkata-700 107
Last Date and Time of submission of the EOI Applications	13: 00 Hours on 31.08.2021
Date and Time for Opening of EOI Applications for Technical Evaluation	15:00 Hours on 31.08.2021
Office for Submission of EOI	Chief Executive Officer, West Bengal State Agricultural Marketing Board, P.O-East Kolkata Township Project, P.S-Anandapur, Kolkata-700 107 ☎ Tel No -(033) 24430025/ 24430026 /24430071 /24430082 Email- wbstatemarketing@yahoo.co.in
Announcement of Technically Qualified Applicants	13:00 Hours on 02.09.2021
Date and Time for Opening of Financial Bid	15:00 Hours on 03.09.2021
Announcement of Qualified Applicant	16:00 Hours on 03.09.2021

Expression of Interest (EOI) from Interested persons/ bidders / agencies for execution of “Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers & buyers of Agricultural Commodities (fruits & vegetables) in Electronic National Agriculture Market (e-NAM) in West Bengal”

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SECTION – I

Name of Work: Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of Agricultural Commodities (fruits and vegetables) in Electronic National Agriculture Market (e-NAM) in West Bengal

Scope of Works:

Sl. No.	Particular of Work	Detail Scope of work	Remark
1	Installation / setup / providence of Cleaning, Grading / Sorting and Packaging Machines / equipments including accessories by the Successful Service Provider/s in the space or room to be earmarked by the West Bengal State Agricultural Marketing Board or Regulated Market Committees in e-NAM market. The specification of Machines / equipments is provided herein under in the table I	<ul style="list-style-type: none"> • Providence of daily cleaning, grading, sorting service of agricultural produces (fruits and vegetables) brought by the sellers / buyers in the e-NAM markets at a service charge quoted by the Service Provider in this EOI, against a signed and stamped copy of receipt, issued by the Service Provider. • Providence of daily packaging service of agricultural produces (fruits and vegetables) brought by the sellers or buyers of agricultural commodities in the e-NAM markets at a service charge quoted by the Service Provider in this EOI, against a signed and stamped copy of receipt, issued by the Service Provider. • Period of Service shall be for 36 months and may be extended maximum up to 60 months in two terms of which each term shall be of 12 months. A yearly enhancement of the quoted rate of successful service provider shall be allowed to the extent @5.0% (five point zero percent), after successful completion of the service of every 12 months during the contract period. However, the Service Provider may charge any rate below the maximum rate, quoted by the Service Provider and/or below the enhanced rate, mentioned herein above. • Maintenance of machines / equipments including accessories, shall be carried at the own cost of Successful Service Provider, as and when necessary, for up keeping of continuous service. • Daily maintenance of log book in prescribed format and submission thereof to RMC /WBSAMB • Reporting of service providence shall be submitted to the West Bengal State Agricultural Marketing Board through e-mail with a hard copy, duly signed by the 	<ul style="list-style-type: none"> • The applicant have to quote separate rates for <ol style="list-style-type: none"> a. Cleaning, Grading, Sorting Charges for the specified agri-produce per Quintal basis and b. Packaging Charges, inclusive of packaging materials, if any for the specified agri-produce per Quintal basis However, lowest quoted total value per Quintal for an eNAM market i.e. sum of quoted rate for Cleaning, Grading, Sorting Charges and quoted rate for Packaging Charges per Quintal basis for the specified agri-produce shall be declared as the Successful Service Provider (L1) • L1 Bidder will collect service charge at a rate, quoted by him or at enhanced rate, as mentioned in the column of Detail Scope of Work, in this table, in this EOI, against a signed and stamped copy of receipt issued by the Service Provider to the service taker (sellers / buyers of the agricultural commodities in the e-NAM markets) mentioning the rate, quantity and amount for the service, providence. • Review of the service, provided by the Successful Service Provider to the sellers and buyers in the eNAM market, will be carried by the West Bengal State Agricultural

		<p>Successful Service Provider.</p> <ul style="list-style-type: none"> • Maintenance of general cleanliness and health safety measures, as advised by the West Bengal Regulated Market Committee or State Agricultural Marketing Board or Government, time to time. • Awareness generation may be done from own cost of the Successful Service Provider, among the stakeholders for popularization of the said service. 	<p>Marketing Board on periodical basis, generally once in a quarter of year and/or as and when required basis.</p> <ul style="list-style-type: none"> • For extension of service after completion of 36 months, Review of the service provided by the Service Provider will be carried out by the Employer
2	<p>i) Providence of One Technical Person for Supervision of daily basis operation and maintenance of machineries / equipments of similar nature, mentioned herein under in the table I</p> <p>ii) Providence of one skilled personnel for operation of machineries / equipments of similar nature, mentioned herein under in the table I</p> <p>iii) Providence of One semi-skilled personnel for operation of machineries / equipments of similar nature, mentioned herein under in the table I</p>	<ul style="list-style-type: none"> • Cost for deployment of Manpower shall be borne by the Successful Service Provider • Any legal / statutory payment relating to manpower deployment, shall be borne by the Successful Service Provider. • Daily basis job assignment of manpower, shall be done by the Successful Service Provider to ensure the continuous service as mentioned herein above. • In absence of any Manpower due to any reason, the Successful Service Provider shall arrange substitute Manpower for up keeping of continuous service, mentioned in the scope of work. 	<p>The Service Provider should obey the Labour Laws, Rules and Orders of the Govt., issued time to time.</p>
3	<p>Maintenance and operation of machines / equipments mentioned herein under in the table I</p>	<ul style="list-style-type: none"> • Maintenance of machines / equipments shall be borne by the Successful Service Provider. No cost for the said purpose shall be claimed from the Employer or from the Regulated Market Committee or from the buyers or sellers of agricultural commodities. • Electrical charges, consumed for operation and maintenance of machineries or equipments shall be borne by the Successful Service Provider. The Successful Service Provider shall obtain a service meter from the competent authority of the Electric Supply Company. Concern Regulated Market Committee shall issue necessary 'No Objection Certificate' to the Successful Service Provider, upon receipt of a prayer for the same from the Successful Service Provider. • Requirement of water supply can be obtained from the existing water connection / water source of e-NAM market. However, the Successful Service Provider have to do necessary arrangements of water supply at/inside the allocated site from the source at his own cost. 	

4	Space or Room in the e-NAM market for Cleaning, Grading / Sorting and Packaging Operation to be used by the Successful Service Provider	<ul style="list-style-type: none"> • The Successful Service Provider shall have no right to use the space or room for any purpose other than the purpose mentioned in the scope of work. • The Successful Service Provider shall vacate the space / room, allocated for the service / work, as per this scope of work, just after completion of the service period of 24 months, mentioned hereinabove. • The Successful Service Provider / Successful Service Provider shall have no right to addition, alteration, demolition, lease or rent out the space or room, allocated for the service / work, as per this scope of work. However, for setup / installation of machine / equipment, necessary rearrangement may be done by the Successful Service Provider in the Space or Room after obtaining 'No objection from the concerned authority/ employer, in the e-NAM market, allocated to the Successful Service Provider for Cleaning, Grading / Sorting and Packaging Operation • Any theft, damage, or deformation in machines / equipments / accessories, provided by the Successful Service Provider, will be the liability of the Successful Service Provider and the organization shall make necessary alternative arrangement so that the service, mentioned in the scope, shall not be stopped in any way. 	
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Suggested List of Category / Type of Machines, equipments including fitting, fixing, setup with accessories with specification: Table I

Sl. No.	Type of Machine or Equipment including accessories	Specification
i)	Machineries & equipments for Cleaning, sorting, grading, integrated infrastructure for washing, cleaning, grading & sorting etc.	<ol style="list-style-type: none"> 1. Continuous or semi batch Mini Grading Line with or without conveyor belt fitted, 1 TPH capacity, electrically operated, Stainless steel made for fruits and vegetables grading and sorting 2. Dust separator, electrically operated, Stainless steel made 3. Pre-Cleaning machine for cleaning of seed, food grains, fruits and vegetables, electrically operated
ii)	Packaging infrastructure/facilities.	<ol style="list-style-type: none"> 4. Automatic or Semi Batch process Fruits & vegetables Packaging Machine, electrically driven 3 phase / single phase
iii)	Vacuum Dust Separator: 2 TPH, suitable for cereal grains, pulses seeds, wheat, paddy and other crop seeds	<ol style="list-style-type: none"> 5. Bucket elevator 5-6" buckets - 1 geared, Screen Air Separator with Pre-Aspiration - 2+2 hp, Pressure De-Stoner - 7-8 hp, Self Supporting, Centrifugal Discharge, Single Leg, Self Cleaning Type, Bucket Elevator, with self cleaning type boot section and discharge spouts etc.
iv)	Any other machine/s or equipment/s, as deem fit for carrying out service namely Cleaning, Grading, Sorting, Packaging of Agricultural Commodities. The List of machines, equipments with accessories should be provided by the Intended Bidders in the EOI Bid document, as technical document.	

List of e-NAM markets: Table II

Sl. No.	eNAM Market running at Agri Market Yards managed by Zilla RMCs / RMCs	Name of Zilla RMCs / RMCs
1	Falakata Krishak Bazar, Alipurduar	Alipurduar Zilla RMC
2	Simplapal Sub Market Yard	Bankura RMC
3	Mohamad Bazar Krishak Bazar, Birbhum	Birbhum Zilla RMC
4	Gangarampur Krishak Bazar, Dakshin Dinajpur	Dakshin Dinajpur Zilla RMC
5	Sheoraphuli Krishak Bazar, Hooghly	Hooghly Zilla RMC
6	Dhupguri Principal Market Yard	Jalpaiguri Zilla RMC
7	Jiaganj Krishak Bazar, Murshidabad	Murshidabad Zilla RMC
8	Samserganj Krishak Bazar, Murshidabad	
9	Karimpur Krishak Bazar, Nadia	Nadia Zilla RMC
10	Nakashipara Krishak Bazar, Nadia	
11	Bethuadahari Principal Market Yard	
12	Bagda Krishak Bazar, North 24 Parganas	North 24 Pgs RMC
13	Kalna I Krishak Bazar, Purba Bardhaman	Purba Bardhaman Zilla RMC
14	Panskura-1 Krishak Bazar, Purba Medinipur	Purba Medinipur Zilla RMC
15	Siliguri Principal Market Yard	Siliguri RMC
16	Bishnupur 2 Krishak Bazar, South 24 Parganas	South 24 Pgs RMC
17	Islampur Principal Market Yard	Uttar Dinajpur Zilla RMC

RMC - Regulated Market Committee

SECTION - II

Eligibility Criteria for participation in the EOI

1. Eligibility criteria for participation in EOI :

- A. (a) All categories of intending applicants shall have exposures of at least 2 (two) years, prior to the date of issue of this EOI Notice, in implementation of works / projects / schemes namely (i) value chain management in marketing of agricultural commodities' or (ii) processing or preservation or trading or importer or exporter of agricultural commodities or (iii) manufacture of cleaning, grading, sorting, packaging machineries or equipments or supply of manpower for cleaning, grading, sorting, packaging operation or (iv) service provider of cleaning, grading, sorting and packaging of agricultural commodities in Agricultural Marketing and shall have taken up or completed at least one work of similar nature having a credential of magnitude not below Rs. 8.00 Lakh (Rupees eight Lakhs). Experience certificate, issued by any Competent Authority in this respect should be submitted by the intended bidder with document for technical bid.

The prospective bidder must have a minimum average turnover of least Rs.5,00,000/- (Five lakh) in each of financial year, ended on 31st March, during last 3 (three) financial years.

(b) The prospective bidders must have dedicated man-power & machineries as follows:

- (i) At least 1 (one) Technical Person having knowledge and / or experience in operation and maintenance of cleaning, grading, sorting, packaging machines / equipments for agricultural commodities or experience in handling of machines / equipments for agricultural commodities.
- (ii) At least 1 (one) skilled personnel for operation of machineries / equipments of similar nature.
- (iii) At least 1 (one) semi-skilled labour for assisting in cleaning, grading, sorting, packaging operations.
- (iv) The proposed list of machineries / equipments including accessories, mentioned in Table I of Section I, herein referred, or any other machines/equipments as deemed fit for the cleaning, grading, sorting and packaging service, mentioned in the scope of the work.

B. All categories of Bidders shall have to submit the following documents (for technical evaluation). All documents are mandatory, however, WBSAMB reserves right to waive minor infirmity / non-conformity, or call for clarifications / additional document(s). The bidder will have to submit additional document /clarification, if called for, within 3 working days from the date of issue of the letter, or mail seeking clarification / additional document; failing which their bid shall be disqualified.

If any document submitted by an Applicant is found either incorrect / manufactured / fabricated or false, his EOI will be out rightly rejected at any stage and actions as mentioned in the point 7 herein below shall be initiated.

Non-submission of any/more than one document without any valid reason shall invite cancellation of the application of the applicant:

- i. Valid up to date GST Registration with last submitted GST return ending the any of last 2 (two) financial year,
- ii. PAN Card and current Income Tax Return Acknowledgement Receipt, issued by Income Tax Department and ITR for any 2 (two) of last 5 (five) Assessment Years.
- iii. If the bidder is a Partnership Firm, he shall submit Deed of Partnership duly registered/ Notarised
- iv. If the bidder is a Company, he shall furnish Certificate of Incorporation with Memorandum of Association (MOA) and Articles of Association along with company Identity Number (CIN).
- v. If the bidder is an Unemployed Engineers Co-operative Societies / Labour Co-operative Societies / Registered Farmers' Producer Companies, he shall submit by-laws, name, address and signature of the present Board of Directors, Registration Certificate.
- vi. If the bidder is a Joint Venture concern, he shall submit duly registered Deed with appropriate Authority.
- vii. The bidder shall be liable to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices as per prevailing Government Acts and Rules, in these respects and the same should be submitted to the Employer.
- viii. The intended bidder shall furnish the accounts for the last three Financial Years, of which at least 2 (two) reports shall be duly audited, if turnover exceeds Rs. 2.00 (two) Crore and self signed, if turn over, is less than Rs. 2.00 (two) Crore. However, in case of the Company said accounts should be audited irrespective of amount of turnover.
- ix. The List of machines and/or equipments with accessories, to be used in the works, should be attached by the Intended Bidders in the EOI Bid document
- x. Valid Trade license
- xi. Last 03-year turnover documents (mentioned herein above in clause 1(A) of Section II)

xii. 02 years of exposure document (mentioned herein above in clause 1(A) of Section II)

C. Bid submission:

- i. All the technical documents including this EOI document and the Draft for Earnest Money Deposit, mentioned herein below in clause 13 of Section II, shall be submitted by the intended bidder, in a sealed envelope, superscripting the words “Technical Documents for e-NAM market in RMC and EOI no..... dated” and the name of bidder and address.
- ii. The financial quotation, as per prescribed format, shall be submitted by the intended bidder, in a sealed envelope, superscripting the words “Financial Bid for e-NAM market in RMC and EOI no..... dated”
- iii. These two, above mentioned, sealed envelopes shall be inserted by the intended bidder in another bigger envelop, duly sealed, superscripting the words “Bid documents for e-NAM in RMC, EOI no..... dated And the name of bidder with address” and shall be submitted to the West Bengal State Agricultural Marketing Board, 729, ANANDAPUR, P.O.: East Kolkata Township Project, P.S.: -ANANDAPUR, KOLKATA-700 107

D. There will be no price preference to any bidder.

E. Conditional / Incomplete EOI will be rejected.

F. Pre-bid Meeting:

A Pre-bid meeting shall be organised for the interested applicants on 16.08.2021 on 12.30pm and 17.08.2021 on 12.30 PM. During this meeting, scope of assignment, responsibilities to either parties and/or other details shall be clearly explained to the applicants, so that there shall be no ambiguity later on at the time of submission of the technical and financial bids. If some significant changes are made in the terms/scopes of the EOI, as a result of the meeting, and if WBSAMB considers it necessary, a formal Corrigendum to the EOI shall be issued.

Authorisation letter in the name of the person, attending pre-bid meeting, needs to be submitted on the letterhead of the Bidder during the pre-bid meeting in the specified format.

2. After technical evaluation of the technical documents including the EMD draft submitted by the intended bidders, the financial bid of the technically qualified bidders shall be opened and shall be evaluated.

The applicant shall have to quote separate rates on:

- a. Charges for Cleaning, Grading, Sorting for the specified agri-produce per Quintal basis
and

- b. Charges for Packaging, inclusive of packaging materials, if any for the specified agri-produce per Quintal basis

However, lowest quoted total value per Quintal for an eNAM market i.e. sum of quoted rate for Cleaning, Grading, Sorting Charges and quoted rate for Packaging Charges per Quintal basis for the specified agri-produce shall be declared as the Successful Service Provider (L1).

After acceptance of LOA and execution of the agreement with the employer on the agreed terms & conditions on a non-judicial paper of Rs 100/- (one hundred only) by deposition of Rs 1000/- (One thousand only) for two sets of documents to the office of the WBSAMB, work order shall be issued by the Employer to the Successful Service Provider.

3. The Employer is the Chief Executive Officer of the West Bengal State Agricultural marketing Board.
4. Contract Period: As per contract, agreed upon by the West Bengal State Agricultural marketing Board and the Successful Bidder, the Contract Period shall be for 36 months and the Contract Period may be extended, maximum up to 60 months from the date of contract in two terms of which, each term will be of 12 months, provided that the Service Provider should complete satisfactory service during the preceding periods .
- 4A. A yearly enhancement of the quoted rate of successful service provider shall be allowed to the extent @5.0% (five point zero percent), after successful completion of the service of every 12 months during the contract period. However, the Service Provider may charge any rate below the maximum rate, quoted by the Service Provider and/or below the enhanced rate, mentioned herein above.
5. No mobilization advance shall be provided to the Successful Service Provider.
6. Bid shall remain valid for a period of 6 (six) months after the last date for sealed bid submission. Bid validity, for a shorter period shall be rejected by the Employer as non-responsive.
7. If any applicant withdraws his offer before bid validity period without giving any satisfactory explanation for such withdrawals, he may be disqualified for submission of EOI to West Bengal State Agricultural Marketing Board office/RMC for a minimum period of 2 (two) years and his Earnest Money Deposit shall be forfeited by the Employer. Clause of debarment (Clause 41) as per F.D G.O : 5695 F(Y) shall be applied in this case.
8. The intended Bidders may visit and examine the site and its surroundings prior to submit the EOI Bid document of works at any day during the working hours in prior consultation with the Secretary of the concerned ZRMC/RMC and obtain related information that may be necessary for preparing the EOI and entering into the contract for the work mentioned in the EOI. The cost of visiting the site shall be at the bidder's own expense.
9. The Employer reserves the right to reject any or part thereof or all of this EOI without assigning any reason whatsoever and his decision in this respect is final.

10. Before issuance of Work Order, the EOI accepting authority will verify the credentials and other documents of the lowest Applicant. After verification, if it is found that such documents submitted by the lowest Applicant is either manufactured or false in that case, work order will not be issued in favour of Applicant under any circumstances and legal action will be taken against him in pursuance to Government orders, issued in this respect time to time and also the earnest money deposited by him shall be forfeited.
11. All Applicants or his representative may remain present at office of the Employer in the West Bengal State Agricultural Marketing Board during opening the EOI to observe the EOI opening procedure.
12. Chief Executive Officer, West Bengal State Agricultural Marketing Board (WBSAMB), as the Employer, reserves the right to accept, or reject any or all the tenders, without assigning any reason.
13. Earnest Money Deposit: The intended bidders shall have to deposit the earnest Money deposit (EMD) at the value of Rs. 25,000/- (Rupees Twenty-five thousand only) in the form of a demand draft, issued by any nationalized Bank, in favour of "West Bengal State Marketing Board Fund", payable at Kolkata, along with the Bid document, as per procedure mentioned in Sl. No. 1 (C), herein above, which is refundable to the unsuccessful applicants after completion of the EOI process and LOA is accepted by the successful bidder. For the Successful Service Provider, the entire Earnest Money Deposit (EMD) shall be converted as the interest free Security deposit and kept with the West Bengal State Agricultural Marketing Board until successful completion of the Contract period, mentioned herein above.
14. Each and every page of the document has to be signed along with the stamp of the applicant.
15. Deduction of taxes, as the statutory provisions, shall be made by the Employer from the monthly charges payment to the Successful Service Provider.
16. The Agency will be liable to maintain the service at work site, allocated by the Employer, as per the Scope of Work, mentioned herein above for the Contract Period. If any defect/damage is found in the work site, during the Contract Period as mentioned above or during handing over the site after completion of the project, whichever is applicable, the Successful Service Provider shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Board mentioned herein above in clause 7 of section II.
17. In any case in which under any clause/clauses of this EOI document the successful Service Provider shall have rendered himself liable to pay compensation amounting to the whole of his security deposit, to be paid in lump, the Employer shall initiate action as per the 'Termination of Contract' mentioned herein below in clause 25.

18. Arbitration will not be allowed for the settlement of any dispute between parties. However, any dispute arises between the employer and the successful service provider during the contract period, it will be governed by the Dispute Redressal System as mentioned herein below in clause 6 of section IV.
19. The contractor shall comply with all the provisions of The Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Liability Act, Industrial Dispute Act and Maternity Benefit Act, 1961, as amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force by the appropriate authority from time to time.
20. No labour/s below the age of eighteen years shall be employed in the work and the Successful Service Provider shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986.
21. The Successful Service Provider shall pay to labours/workers employed by him/her either directly or through Sub-Contractors, wages not less than fair wages as defined by the Labour Commissioner of the State Government under 'Minimum Wages Act, 1948', Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable.
22. The Successful Service Provider shall not be entitled for any compensation for any loss suffered by him due to delay arising out due to non-delivery of the possession of site.
23. Prevailing safety norms, including safety protocols issued by the Central Govt. and the State Govt. to mitigate COVID-19 pandemic, as amended time to time, has to be followed by the successful Applicant during execution of the work so that LTI (Loss of time due to injury) is zero.
24. Exit Management
 - a. This clause sets out the provisions, which will apply during Exit Management period. The exit management period starts at least 1 month prior to the date, in case of termination of the contract, which may be initiated by FIRST PARTY i.e. the employer or SECOND PARTY i.e. the Successful service provider, on the date, when the notice of termination is sent to the SECOND PARTY or FIRST PARTY, as the case may be. The exit management period ends on the date agreed upon by FIRST PARTY, or one month after the beginning of the exit management period, whichever is earlier. If the SECOND PARTY desires to exit from the contract, the SECOND PARTY shall submit a 30-day written notice to the First Party, otherwise, the Security Deposit of the SECOND PARTY shall be forfeited and his Bank Guarantee, if any, shall also be invoked.
 - b. The SECOND PARTY shall continue his activities as per the TOR within the Exit Notice Period.
25. Termination of contract
 - i. The First Party, without prejudice to any other remedy under this Contract and applicable law,

reserves the right to terminate the contract (either in whole or in part) by providing a written notice of 30 days to the SECOND PARTY on the following conditions:

- a. If the SECOND PARTY fails to deliver any, or all of the project requirements/ operationalization/ completion of stages of the project within the time frame specified in the contract; or
- b. If the SECOND PARTY fails to perform any other obligation(s) under the contract in the eyes of the Monitoring Committee constituted by FIRST PARTY. or
- ii. If any breach/default is detected and the FIRST PARTY is of the view that the breach/default may be rectified and instructs in writing the SECOND PARTY to rectify such breach/default but the SECOND PARTY fails to rectify such breach/default within 30 days, the FIRST PARTY may terminate the contract by providing a written notice of 30 days to the SECOND PARTY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FIRST PARTY. In such an event, the Security Deposit of the SECOND PARTY may be forfeited and his Bank Guarantee (if any) may also be invoked.

In the event of termination of this contract for reasons stated in clause (a) and clause (b) above, the FIRST PARTY is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SEOND PARTY shall be obliged to comply with and take all available steps to minimize the loss resulting from the termination and further allow and provide all such assistance to FIRST PARTY, as may be required, to take over the obligations of the SECOND PARTY in relation to the execution/continued execution of the requirements of this contract.

26. Conflict of Interest

- a. It will be obligatory for the Successful Service Provider to disclose any sort of actual or potential conflict of interest, failing which the proposal may be disqualified or the contract may be terminated.
- b. No staff or agency currently working with the Government, shall be engaged by the Successful Service Provider for this assignment without prior written approval of WBSAMB.
- c. No person of the Successful Service Provider (including joint venture partner or sub-consultants) shall have close relationship with the client's staff and shall directly or indirectly involved in Preparation of the TOR, evaluation of proposals and selection of the Successful Service Provider shall be engaged by the Client.
- d. The Successful Service Provider shall not receive any remuneration in connection with the assignment except as provided in the contract.
- e. The Successful Service Provider shall provide professional, objective and impartial advice and at all times hold the WBSAMB's interest paramount, without any consideration of

future work, and that in providing advice, they avoid conflicts with other assignments and their own corporate interest.

- f. Successful Service Provider shall not participate in this assignment if this is in conflict with their prior or current obligations to other clients or, that may place them in a position of being carry out the in the best interest of WBSAMB.

27. Fraud and Corruption

WBSAMB requires that Successful Service Provider must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, WBSAMB defines, for the purpose of this provision, the terms set forth as follows:

- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Collusive practice" is an arrangement between two or more parties to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive practice" is
 - i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a WBSAMB investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation, or from pursuing the investigation, or
 - ii. Acts intended to materially impede the exercise of WBSAMB's inspection and audit rights.

If it is noticed, that the Successful Service Provider has indulged into Corrupt / Fraudulent / Collusive / Coercive / Obstructive practices,

- a) It will be a sufficient ground for WBSAMB to terminate the contract and initiate black-listing the Successful Service Provider.
- b) It will reject a proposal for award, if it is found that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract; and
- c) It will have the right to require that a provision be included in bidding documents and in

contracts financed by WBSAMB, a provision be included requiring bidders, suppliers and contractors to permit WBSAMB to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WBSAMB.

28. Materials furnished by the Authority

Materials made available to the Successful Service Provider by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Successful Service Provider shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

29. Legal Jurisdiction:

The agreement shall have the jurisdiction of the courts in Kolkata and shall be governed by the appropriate laws applicable in West Bengal.

Chief Executive Officer
West Bengal State Agricultural Marketing Board

SECTION III

General Condition of Contract

A. General

1. Definitions

1.1 (a) The Completion Date is the date of completion of the Works as certified by the Secretary of the Concerned Regulated Market Committee, having jurisdiction of e-NAM markets, or any Officer of the West Bengal State Agricultural Marketing Board, as authorized by the Employer.

(b) The Contract is the Contract between the Employer and the Successful Service Provider to execute, complete, and maintain the Works. It consists of the documents listed in Clause 2.3 hereinunder.

The Contract Data defines the documents and other information, which comprise the Contract i.e EOI.

(c) The Successful Service Provider is a person or an agency or a firm or a cooperative society or a company or corporate body or farmers' producer company that's Bid to carry out the Works including routine maintenance has been accepted by the Employer.

(d) The Successful Service Provider's Bid is the complete bidding document submitted by the Successful Service Provider to the Employer.

(e) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

(f) Days are calendar days; months are calendar months.

(g) Drawings include calculations and other information provided or approved by the Engineer for the execution of the Contract.

(h) The Employer is the Chief Executive Officer of the West Bengal State Agricultural Marketing Board who employs the Successful Service Provider to carry out the Works including routine maintenance. The Employer may delegate any or all functions to a person or body authorized by him for specified functions and for specified time.

(i) The Officer/s is/are the person/s appointed by the Employer and notified to the Successful Service Provider, to act who is/are responsible for supervising the execution of the Works and administering the Contract.

(j) Equipment is the Successful Service Provider's machinery, equipment, accessories etc. and vehicles brought to the Site for the providence of the work or service, mentioned in the scope of work.

(k) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on and from the 'Employer' and 'Successful Service Provider' shall mutually agree to discontinue the contract.

(l) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

(m) The Start Date is the date within 15 (fifteen) days from the date of actual receipt of the work site where the work, mentioned in Scope of work, carried out by the Successful Service Provider, by which the Successful Service Provider shall commence the execution of the Works.

(n) The Works, as defined in the Scope of Work, are what the Contract requires the Successful Service Provider to install, maintain and execute the service work to the Employer. Any maintenance of the machines / equipments, if require, shall be done by the Successful Service Provider at its own cost and the machines/equipments/accessories/ manpower installed/setup/kept by the Successful Service Provider are the property of the Successful Service Provider. The West Bengal State Agricultural Marketing Board shall not keep or buy the said machineries / man-power, in any way.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about these Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement,
- (2) This EOI Document,
- (3) Quotation submitted by the Bidder
- (4) Letter of Acceptance,
- (5) General Conditions of Contract,
- (6) Any other document listed in the Eligibility Criteria and
- (7) The Declaration by the Bidder

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

5. Personnel

5.1 Cost for deployment of Manpower shall be borne by the successful Service Provider / Successful Service Provider.

5.2 Any legal / statutory payment relating to manpower deployment, as per this scope of work, shall be borne by the successful Service Provider / Successful Service Provider.

5.3 Daily basis job assignment of man-power, deployed by the Successful Service Provider / Successful Service Provider, shall be done by the Successful Service Provider / Successful Service Provider in consultation with the RMCs/ WBSAMB.

5.4 In absence of any Manpower due to any reason, the Successful Service Provider / Successful Service Provider shall arrange substitute Manpower for up keeping of continuous service.

5.5 If the Officer, duly authorized by the Employer, asks the Successful Service Provider to remove a person, in consultation with the Employer, who is a member of the Successful Service Provider's staff or work force, stating the reasons, the Successful Service Provider shall ensure that the person leaves the Site within seven days and has no further connection with the Works in the Contract.

6. Employer's and Successful Service Provider's Risks

6.1 The Employer carries the risks, which this Contract states are Employer's risks, and the Successful Service Provider carries the risks, which this Contract states are Successful Service Provider's risks.

7. Employer's Risks

7.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Successful Service Provider's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Successful Service Provider's design.

8. Successful Service Provider's Risks

8.1 All risks of loss of or damage to physical property and of personal injury, either belonging to the West Bengal State Agricultural Marketing Board or belonging to the concerned Regulated Market Committee and death which arise during and in consequence of the performance of the Contract other than the excepted risks, referred to in clause 8.1, are the responsibility of the Successful Service Provider.

8.2 All risks of loss of or damage to physical properties (machineries, equipments and accessories) and of personal injury and death, belonging to the Successful Service Provider / Successful Service Provider, kept or carried in the e-NAM markets are the responsibility of the Successful Service Provider.

9. Insurance

9.1 The Successful Service Provider at his own cost shall provide insurance cover from the Start Date to the date of completion, in consultation with the Employer, for the following events that are due

to the Successful Service Provider's risks:

- a) Loss of or damage to the physical properties and of personal injury and death, belonging to the Successful Service Provider / Successful Service Provider.
- b) Loss of or damage to property either belonging to the West Bengal State Agricultural Marketing Board or belonging to the concerned Regulated Market Committee, in connection with the Contract; and
- c) Personal injury or death in connection with the Contract.

9.2 Copies of Insurance policies and certificates for insurance shall be delivered by the Successful Service Provider to the Employer.

9.3 Alterations to the terms of insurance shall not be made without the approval of the Employer.

10. Site Investigation Reports

The Successful Service Provider, in preparing the Bid, may rely on any Site Investigation Reports referred to in the Contract Data, supplemented by any other information available to him, before submitting the bid.

11. The Works to Be Completed by the Intended Completion Date

The Successful Service Provider shall submit weekly and monthly review reports of the work to the employer, duly endorsed by the Secretary of the concerned Regulated Market Committee. The Successful Service Provider shall submit such reports or any other reports relating to the Scope of the Work, as and when asked for by the Employer.

11.1 Review of the service, provided by the Successful Service Provider to the sellers and buyers in the eNAM market, will be carried by the West Bengal State Agricultural Marketing Board on periodical basis, generally once in a quarter of a financial year and/or as and when required basis during the Contract Period. For extension of service after completion of 36 months, review of the service, provided by the Service Provider, will be carried out by the Employer.

12. Safety

The Successful Service Provider shall be responsible for the safety of all activities on the Site. Necessary fire fighting arrangement shall be kept in the work site by the Successful Service Provider, at his own cost and shall make available for use, as and when it shall be necessary.

13. Possession of the Site

The Employer shall provide necessary "Site handover certificate" to the Successful Service Provider, after the receipt of acceptance of the LOA by the Successful Service Provider and along with the Work Order, issued by the Employer, in this respect.

14. Access to the Site

The Successful Service Provider shall allow access to the Work Site, in pursuance to the Site handover certificate, issued by the Employer. The Successful Service Provider shall utilize the site

only for the specified job mentioned under this EOI for which the site has been handed over to him. If it is found by the employer or his authorized Officer that the Successful Service Provider is using the site for any other causes and/or purposes not related to this specified job, the site shall be immediately taken over by the employer with a 'Notice of Taken over the site' and the Successful Service Provider shall be treated as per the clauses and provisions mentioned in the Fraud and Corruption section of the agreement.

15. Instructions

The Successful Service Provider shall carry out all instructions of the Employer or his authorized Officer, which comply with the applicable laws where the Site is located.

16. Quality Control

Identifying and Correction of Defects at the Site provided for this Service

16.1 The Officer, duly authorized by the Employer, shall check the Successful Service Provider's work and notify the Successful Service Provider of any Defects that are found. Such checking shall not affect the Successful Service Provider's responsibilities. The said Officer may instruct the Successful Service Provider to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

16.2 The Successful Service Provider shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the IS Code.
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

16.3 If the Officer, duly authorized by the Employer, instructs the Successful Service Provider to carry out a test not specified in the Specification/ IS Code to check whether any work has a Defect and the test shows that it does, the Successful Service Provider shall pay for the test and any samples.

16.4 The Successful Service Provider is sole liable to correct the Defects, noticed and informed to the Successful Service Provider, before completion of the work

16.5 Every time notice of Defect/Defects is given, the Successful Service Provider shall correct the notified Defect/Defects within the length of time specified by the Engineer's notice.

17 Compensation Events

The following shall be Compensation Events unless they are caused by the Successful Service Provider:

- a) The Officer, duly authorized by the Employer, orders, in consultation with the Employer, a delay or delays exceeding a total of 30 (thirty) days after handover the site, earmarked for the work.
- b) The effects on the Successful Service Provider if any of the Employer's Risks.

18. Tax

The rates quoted by the Successful Service Provider shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and

authorities that the Successful Service Provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

19. Currencies

All payments will be made in Indian Rupees.

20. Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Successful Service Provider at his cost if the loss or damage arises from the Successful Service Provider's acts or omissions.

Chief Executive Officer
West Bengal State Agricultural Marketing Board

SECTION IV

Deed of Agreement

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on this day of2021

BETWEEN

The West Bengal State Agricultural Marketing Board a statutory body constituted under the West Bengal Agricultural Marketing Produce (Regulation) Act 1972 represented by its Chief Executive Officer having its office at 729, Anandapur, P.S. Tiljala, Kolkata – 700107, hereinafter called as the “Board” or the FIRST PARTY (which expression shall unless repugnant to the context herein shall mean and include its executors, administrators, representative and assigns)

AND

-----, represented by one of its partners, hereinafter referred to as the SECOND PARTY (which expression shall unless repugnant to the context herein shall mean and include its executors, administrators, representative and assigns) of the other part.

AND

WHEREAS the FIRST PARTY felt it necessary to engage one organization for Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of Agricultural Commodities (fruits and vegetables,) in Electronic National Agriculture Market (e-NAM) in West Bengal with an ultimate object to as specified in the “Scope of Work” (hereinafter referred as the said terms) annexed to the Notice of Expression of Interest (EOI) vide no. datedpublished by West Bengal State Agricultural Marketing Board.

AND

Whereas the FIRST PARTY accepted the offer of the SECOND PARTY, including the percentage of the market fees that are to be collected through this process as their professional charges~~lump sum price~~ quoted vide their letter being No.....dated, for providing the said services under the terms and conditions specified in the said Terms of Reference,

AND

Whereas the FIRST PARTY issued a Letter of Acceptance to the SECOND PARTY, vide Memo No..... dated....., accepting therein ~~in~~the service charge quoted by the SECOND PARTY.

Now this agreement witnesses as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the “Terms of Reference” referred to herein, and the said “Terms of

Reference” and the Letter of Acceptance issued under the Memo no. dated of the FIRST PARTY shall be deemed to form and be read and construed as part of this agreement.

2. In consideration that the FIRST PARTY has given approval of the payment methodology to be incurred by the SECOND PARTY as hereinafter mentioned, the SECOND PARTY covenants with the FIRST PARTY to execute and complete the works and remedy any defects therein in conformity with all aspects with the provisions of the contract more particularly with respect to the clauses under ‘Scope of Work’, ‘Deliverables’, ‘Confidentiality’, ‘Time Period’, ‘Contract and Security Deposit’ as prescribed in the said terms.
3. The FIRST PARTY hereby covenants to provide the logistic support by providing the required specified space for conducting the specified job under this agreement in the approved e-NAM markets.

4. Exit Management

- a. This clause sets out the provisions, which will apply during Exit Management period. The exit management period starts at least 1 month prior to the date, in case of termination of the contract, which may be initiated by FIRST PARTY (The employer) or SECOND PARTY (Successful service provider), on the date, when the notice of termination is sent to the SECOND PARTY or FIRST PARTY, as the case may be. The exit management period ends on the date agreed upon by FIRST PARTY, or one month after the beginning of the exit management period, whichever is earlier. If the SECOND PARTY desires to exit from the contract, the SECOND PARTY shall submit a 30-days written notice to the First Party, otherwise, the Security Deposit of the SECOND PARTY shall be forfeited and his Bank Guarantee, if any, shall also be invoked.
- b. The SECOND PARTY shall continue his activities as per the TOR within the Exit Notice Period.

5. Termination of contract

- i. The First Party, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate the contract (either in whole or in part) by providing a written notice of 30 days to the SECOND PARTY on the following conditions:
 - a. If the SECOND PARTY fails to deliver any, or all of the project requirements/ operationalization/ completion of stages of the project within the time frame specified in the contract; or
 - b. If the SECOND PARTY fails to perform any other obligation(s) under the contract in the eyes of the Monitoring Committee constituted by FIRST PARTY. or
- ii. If any breach/default is detected and the FIRST PARTY is of the view that the breach/default may be rectified and instructs in writing the SECOND PARTY to rectify such breach/default but the SECOND PARTY fails to rectify such breach/default within 30 days, the

FIRST PARTY may terminate the contract by providing a written notice of 30 days to the SECOND PARTY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FIRST PARTY. In such an event, the Security Deposit of the SECOND PARTY may be forfeited and his Bank Guarantee (if any) may also be invoked.

In the event of termination of this contract for reasons stated in clause (a) and clause (b) above, the FIRST PARTY is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SEOND PARTY shall be obliged to comply with and take all available steps to minimize the loss resulting from the termination and further allow and provide all such assistance to FIRST PARTY, as may be required, to take over the obligations of the SECOND PARTY in relation to the execution/continued execution of the requirements of this contract.

6. Dispute Redressal System

- a. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the developing, testing, linking, implementing, tagging, monitoring, training and instructions herein before mentioned and as to the quality of workmanship or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contract or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter.[8](#)
- b. If the Successful Service Provider considers any work demanded of him to be outside the requirements of the contract, or disputes any decision given in writing by WBSAMB on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, or for any dispute arise between the Successful Service Provider and the buyer or seller of agricultural commodities, due to operation and / or providence of service, as per the scope of the work, mentioned herein above, the Successful Service Provider shall apply, promptly, within 7 (seven) days, to the Secretary of Regulated Market Committee, under which jurisdiction the e-NAM market is. On receipt of the prayer of the Successful Service Provider and after being hard, the Secretary of Regulated Market Committee, shall communicate the decision to the Successful Service Provider within 30 (thirty) days, from the date of receipt of the prayer. However, being aggrieved by the decision of the Secretary of Regulated Market Committee, under which jurisdiction the e-NAM market is, the Successful Service Provider may apply before the Chairman of the Dispute Redressal Committee, mentioned herein below.

The Dispute redressal Committee shall be constituted with the following officials, as members:

- I. Any Govt. Officer, not below the rank of Deputy Director of Agricultural Marketing, Govt of West Bengal, duly nominated by the State Govt - Chairman
- I. Any Govt. Officer, not below the Rank of Assistant Director of Agricultural Marketing, duly nominated by the State Govt.
- II. Any Group 'A' Officer of the Board / RMC, duly nominated by the State Govt.
- c. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision with a period of 2 (two) months from the date of receipt of prayer of the Successful Service.
- d. Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee. The Empowered Committee to meet up the dispute in each of the Works under dispute shall be constituted with the following officials as members

Sl No	Empowered Committee	Designation
1	Additional Chief Secretary / Principal Secretary / Secretary of the Department of Agricultural Marketing	Chairman
2	Director of Agricultural Marketing	Member
3	One officer in the rank of Joint Director or equivalent of the Department to be nominated by the Department of Agricultural Marketing	Member Secretary and Convenor
4	Financial Adviser of Department of Agricultural Marketing	Member

- e. The Successful Service Provider and WBSAMB will be entitled to present their case in writing duly supported by documents. If so requested, the Empowered Committee may allow one opportunity to the Successful Service Provider and WBSAMB for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of sixty days from the date of appeal. failing which the Successful Service Provider PIA can approach the appropriate court for the resolution of the dispute⁸.
- f. The decision of the Standing Empowered Committee will be final and binding on both the parties. If the Successful Service Provider shall not accept the decision, he shall not be barred from approaching none other than the Calcutta High Court. Similarly, if WBSAMB shall not accept the decision of the Empowered Committee, he will be free to approach the courts applicable under the law.

7. Arbitration

In view of the provision of the Clause 6 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

8. Force Majeure

A. Definition

- (a) For the purposes of this EOI, "Force Majeure" means an event which is beyond the reasonable control of both the Parties, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, lockdown or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (b) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

B. No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

C. Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

D. Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

E. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Successful Service Provider shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

F. Consultation

Not later than 30 (thirty) days after the Successful Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

9. Legal Jurisdiction:

The agreement shall have the jurisdiction of the courts in Kolkata and shall be governed by the appropriate laws ~~of applicable in India~~ West Bengal.

10. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

11. Suspension of Agreement

The Authority may, by written notice of suspension to the Successful Service Provider, suspend all payments related activities done by the Successful Service Provider hereunder if the Successful Service Provider shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Successful Service Provider to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the PIA of such notice of suspension.

12. Termination of contract

i. The First Party, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate the contract (either in whole or in part) by providing a written notice of 30 days to the SECOND PARTY on the following conditions:

a. If the SECOND PARTY fails to deliver any, or all of the project requirements/ operationalization/ completion of stages of the project within the time frame specified in the contract; or

b. If the SECOND PARTY fails to perform any other obligation(s) under the contract in the

eyes of the Monitoring Committee constituted by FIRST PARTY. or

ii. If any breach/default is detected and the FIRST PARTY is of the view that the breach/default may be rectified and instructs in writing the SECOND PARTY to rectify such breach/default but the SECOND PARTY fails to rectify such breach/default within 30 days, the FIRST PARTY may terminate the contract by providing a written notice of 30 days to the SECOND PARTY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FIRST PARTY. In such an event, the Security Deposit of the SECOND PARTY may be forfeited and his Bank Guarantee (if any) may also be invoked.

In the event of termination of this contract for reasons stated in clause (a) and clause (b) above, the FIRST PARTY is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SEOND PARTY shall be obliged to comply with and take all available steps to minimize the loss resulting from the termination and further allow and provide all such assistance to FIRST PARTY, as may be required, to take over the obligations of the SECOND PARTY in relation to the execution/continued execution of the requirements of this contract.

Section V

Technical Proposal Standard Forms
Formats to be used for the Proposal Submission

ANNEX 1: Qualification cum Technical Cover Letter for the bidders (On the letterhead of the Agency)

No.....

Date.....

To
The Chief Executive Officer,
West Bengal State Agricultural Marketing Board,
5th Floor, Kamal Guha Krishi Bipanan Bhawan,
729, Anandapur, Kolkata -700107.

Sub: Selection of Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of Agricultural Commodities in Electronic National Agriculture Market (e-NAM) in West Bengal

Ref: EOI No:<xxxxxxx>dated<dd/ MM/2021>

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the EOI for Service providing Agency for Providing Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of Agricultural Commodities in Electronic National Agriculture Market (e-NAM) in West Bengal

We attach hereto our responses to qualification requirements and technical proposals as required by the EOI. We confirm that the information contained in these responses, or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to WBSAMB, is true, accurate, verifiable and complete. This response including all information necessary to ensure that the statements therein do not in whole, or in part, mislead WBSAMB in its tendering process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the empanelment process, we are liable to be dismissed from the empanelment process. We agree for unconditional acceptance of all the terms and conditions set out in the EOI document and also agree to abide by this EOI response.

We agree that you are not bound to accept any EOI response you may receive. We also agree that you reserve the right in absolute sense to reject all, or any of the products/ services specified in the EOI response.

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

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
Email address :

Annex. II: Format to share Organization's Particulars

Sr. No	Description	Details (to be filled by the responder to the EOI)
1.	Name of the organization	
2.	Official address	
3.	Phone No.	
4.	Fax No.	
5.	Web Site Address	
6.	Name of Authorized signatory	
7.	Land line no. of Authorized signatory	
8.	Mobile no. of Authorized signatory	
9.	Email address of Authorized signatory	

Annexure III: Format to share Organization's experience

List of Similar nature of projects undertaken on cleaning, grading, sorting and packaging of agricultural commodities	Sl. No.	Details of work /project	Coverage level (National/ International/ State/ Division/ District)	Client Name	Sector	Duration of Project
	1					
	2					

	3.					
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Annexure IV: Self-declaration letter for not being black-listed for the bidders
 (To be submitted on the Letterhead of the responding firm)

No.....

Date.....

To
 The Chief Executive Officer,
 West Bengal State Agricultural Marketing Board,
 5th Floor, Kamal Guha Krishi Bipanan Bhawan,
 729, Anandapur, Kolkata -700107.

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Dear Sir,

I/We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid.

Thanking you,

Yours' faithfully,

 Signature of Authorized Signatory (with official seal) Date :
 Name :
 Designation :
 Address :
 Telephone &Fax :
 E-mail address :

Annexure V: Authorization letter for attending Pre-bid meeting and bid opening for bidders

(To be submitted on the Letterhead of the responding organization)

No.....

Date.....

To

The Chief Executive Officer,
West Bengal State Agricultural Marketing Board,
5th Floor, Kamal Guha Krishi Bipanan Bhawan,
729, Anandapur,
Kolkata -700107.

Sub: EOI No..... date.....

Sir/Ma'am,

We hereby authorize Mr./Ms.as our authorized representative, to represent us on the following occasion (Tick the applied option): -

- a. Pre-bid meeting of the EOI as mentioned above on..... at..... a.m. /p.m
- b. Bid Opening on..... at..... a.m. /p.m.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature of the authorized representative:

Signature attested by

Name of authorized representative:

Designation: Rubber Stamp

ANNEX VI

Comments and suggestions on the Draft Contract

(To be submitted on the Letterhead of the responding organization)

Furnish comments and suggestions on the Draft Contract to be done between WBSAMB and the Successful Service Provider. The useful suggestions, although will not be incorporated in the draft contract at this stage, but may be looked into during negotiation of the contract.

Sl No	Existing Clause/s under Draft Contract	Suggested Modification

Yours' faithfully,

Signature of Authorized Signatory (with official seal) Date

Name

:

:

Designation :
 Address :
 Telephone & Fax :
 E-mail address :

ANNEX VII
 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Chief Executive Officer,
 West Bengal State Agricultural Marketing Board,
 729, P.O. Anandapur, P.S. Tiljala,
 Kolkata -700107.

Sir/Sir,

We, the undersigned, offer to provide Cleaning, Grading, Sorting and Packaging Machines and / or Equipments including Operation through deployment of technically skilled manpower for providing Cleaning, Grading, Sorting and Packaging service to the Sellers and buyers of Agricultural Commodities (fruits and vegetables) in Electronic National Agriculture Market (e-NAM) in West Bengal, in accordance with your Expression of Interest No. ----- dated -----.

We are hereby submitting our Financial Proposal sealed in a separate envelope.

Name of e-NAM market (As per Table II of Section I)	Name of RMC (As per Table II of Section I)	Rate to be Quoted (Indian Rupees) per Quintal of Agricultural Commodities (Total including all taxes) (in Indian Rs.)	
		Cleaning, Grading, Sorting Charges	Packaging Charges, inclusive of packaging materials, if any
TOTAL (both in word and figure)			

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

In the capacity of: =

Address:

E-mail:

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Check list of the Documents to be Submitted

Sl No.	List of Documents Submitted			Only put “√” marks
1	Copy of Certificate of Registration / Incorporation/ by-laws, if any			
2	Copy of Memorandum of Article/Articles of Association along with company Identity Number (CIN)/ duly registered or Notarised Deed of Partnership, if any			
3	Copy of PAN and current Income Tax Return Acknowledgement Receipt, issued by Income Tax Department and ITR			
4	Copy of audited financial statements for the last 3 (three) financial years			
5	Valid up to date GST Registration with last submitted GST return			
6	The List of machines and/or equipments with accessories, to be used in the works			
7	Valid Trade license			
8	Last 03-year turnover documents			
9	Labour License from respective Regional Labour Offices			
10	Existing infrastructure of the Agency			
11	Annex I	Annex II	Annex III	
12	Annex IV	Annex V	Annex VI	Annex VII
13	Check list of submitted documents			

Disclaimer:

The information contained in this Expression of Interest (“EOI”) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Chief Executive Officer, West Bengal State Agricultural Marketing Board or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI document and any other terms and conditions subject to which such information is provided.

This EOI document is not an agreement and is not an offer or invitation by the Government Representative to any other party. The purpose of this EOI document is to provide interested parties with information to assist in the formulation of their Application for Qualification. The EOI document does not purport to contain all the information each Applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for the Government Representative, its employees or advisors to consider the financial situation and particular needs of each party who reads or uses this EOI document. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate sources. West Bengal State Agricultural Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI document.

Chief Executive Officer, West Bengal State Agricultural Marketing Board may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document.