

## Agreement

(On Rs 200/- non judicial stamp paper)

This Agreement made this day of .....between the District Manager ..... District, The Food, Civil, Supplies & Consumer Protection Department, Government of Maharashtra (Hereinafter called the 'District Manager') which term shall mean and include his successor in office of the first part and M/s. \_\_\_\_\_ a proprietorship concern/partnership firm/Co-operative society/company represented by Sri \_\_\_\_\_ in the capacity of \_\_\_\_\_ hereinafter called the 'supplier', which term shall mean and include his legal heirs, successors, executors and assigns of the other part, witnesses as follows:

Whereas The Food, Civil, Supplies & Consumer Protection Department, Government of Maharashtra having taken the decision of enrolling suppliers for supply of Tur Dal (Indigenous/Imported) for the year 2016-17, by inviting request for enrolment vide Notification. No. \_\_\_\_\_, Dated \_\_\_\_\_ 2016 and whereas the supplier has participated in the e-auction in accordance with 'The Terms and Conditions for e procurement of Tur Dal (Indigenous/Imported) by Food, Civil supplies and Consumer Protection Department for the year 2016-17 through NCDEX e Markets Limited' and agreed to perform duties and services hereinafter described under the terms and conditions mentioned below and the District Manager has \_\_\_\_\_ enlisted M/s.....as 'supplier' subject to all the terms and conditions stipulated and provided herein below:

It is hereby agreed between the parties as follows:

01. The terms and conditions mentioned in the “The Terms and Conditions for e procurement of Tur Dal by Food, Civil supplies and Consumer Protection Department for the year 2016- 2017 through NCDEX e Markets Limited” Circular, application forms, documents form the part and parcel of this agreement and binding on the parties.

02. The registered supplier is selected as L-1 rate supplier and has deposited an amount equivalent to 3% (Three per cent) of the value of the order as security deposit by way of electronic fund transfer to the NCDEX e Markets Ltd bank account. Security Deposit furnished by the qualified suppliers will be returned on request upon completion of the supply of Tur Dal in accordance with the quantity, quality and delivery schedule specified in the indent / purchase order issued by Food, Civil Supplies & Consumer Protection Department or the extended period, if any, subject to satisfactory performance or execution of the indent / purchase order.

03. The District Manager does not guarantee the minimum quantity, which will be ordered for supply. The District Manager reserves the right to order only such quantity as may be necessary and the supplier is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid for.

04. It is agreed between the parties that twenty working days' time would be normally allowed for supply of quantity indented. However, the conditions mentioned in Terms & Condition will apply mutatis mutandis specifying the delivery period while placing the indent / purchase order. Supplier shall supply and adhere to time schedule, failing which penalty will be levied as detailed in clause-9 under this agreement.

**05. QUALITY PARAMETERS:**

5.1 The specifications are detailed below for reference only. The department has the right to alter the parameters at its discretion before notifying the e-auction schedule for each location.

(figures in percentages)

<b>Parameter</b>	<b>Maximum Limit (%)</b>
Moisture %	12
FM % - Organic	0.5
FM % - Inorganic	0.1
Admixture/Other edible grain %	0.5
Damaged/Discolored grains %	0.75
Broken or Fragments %	2
Grain and whole with Husk/Partially Husked %	8
Green/Immature %	3
Weevilled %	1
Slightly touched %	5

**5.2.** Tur Dal shall consist of the husked and split seeds of red gram (*Cajanas Cajan*) with bright yellow colour, hard and smooth surface. Tur Dal should:

- a) be sweet, clean, wholesome, uniform size, shape, colour and in sound merchantable conditions.
- b) be free from living and dead insects, fungus infestation, deleterious substances, added colouring matter, moulds, obnoxious smell, discolouration.
- c) be free from rodent hair and excreta.
- d) be free from toxic or noxious seeds, viz. Crotonaria (*Crotonaria* spp.), Corn cockle (*Agrostemma githago* L.), Castor bean (*Ricinus communis* L.), Jimson weed (*Datura* spp.), Argemone mexicana, Khesari, and other seeds those are commonly recognize as harmful to health.
- e) Uric acid and Aflatoxin shall not exceed 100 mg and 30 micrograms per kilogram respectively.
- f) have good cooking quality.
- g) in addition to above parameters , it shall also conform to FSSA, Act and Rules.

**5.3.** The following definitions shall apply to the different terms used in the specification:

- a) Foreign matter: means any extraneous matter other than food-grains comprising of Inorganic and organic matter.

Inorganic consisting of metallic pieces, sand, gravel, dirt, pebbles stones, glass and metallic pieces, lumps of earth clay and mud and animal faeces.

Organic matter shall include husk, chaff, straw, weed seeds and other inedible grains.

b) Admixture means any grain other than the principle grain.

c) Damaged or discolored grains are those grains that are internally damaged or discolored to such an extent that the damage or discoloration materially affects the quality of the grain

d) Weevilled grains are those grains that are partially or wholly bored or eaten by weevil or other grain insects.

e) Broken grains include pieces below  $\frac{3}{4}$  and above  $\frac{1}{4}$  of the full size splits.

f) Fragments include pieces below one fourth of the full size splits.

g) Partially husked splits and wholes (both husked and unhusked) include:

- I. Grains or pieces of grains carrying husk on one sixteenth or larger portions
- II. The wholes whether with husk or without husk

h) Slightly touched grains are those that are superficially damaged or discolored, such damage or discoloration not materially affecting the quality of the grain.

i) Green grains are those grains that are green in color.

## **6. PRICE QUOTED FOR SUPPLY OF TUR DAL (INDIGENOUS/IMPORTED) BY THE SUPPLIER**

6.1 Price to be quoted in delivered weight and quality basis (FOR Basis), as per the quality specified for a particular district. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the lots in respect of each district.

6.2 The price quoted shall be per 100 Kilograms (Quintal) basis for district wise lots and are:

a) Inclusive of all incidental expenditure, cost of assaying, APMC Cess, Custom duty, Excise duty, cess, Education cess, taxes including CST/VAT etc if any payable for delivery at taluka level.

b) Inclusive of cost of packing, transportation charges, transit insurance till wholesale points of department at taluka level in respect of the concerned district, Labour charges for unloading and any other charges as payable at the warehouse and NeML transaction charge.

6.3 The Supplier has agreed to supply Tur Dal (Imported/Indigenous) to the destinations mentioned in the supply order at the rate, quality and quantity as detailed in indent/purchase order issued by District Manager Food, Civil supplies and Consumer Protection Department and quality as mentioned in terms & condition.

SLNo	Indent/Purchase order No. & Date	Name of the District	Tur Dal (Imported/Indigenous) rate per 100 KGs(Quintal) in Rs.	Total Quantity in MTs.

6.4 In case the supplies are not effected within 20 working days as per indent/purchase order the District manager ..... district, Food, Civil supplies and Consumer Protection Department, Govt Of Maharashtra is at liberty to purchase the item from any other alternative source and recover the extra cost if any, from the supplier and initiate action as detailed in Terms & Condition document.

## **7. PAYMENTS**

7.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by respective District Managers of Food, Civil supplies and Consumer Protection Department to the suppliers within 20 working days from date of submission of bills as per the procedure stipulated in Section-11 of "Terms & Condition" through NCDEX e Markets Ltd to the respective account of the suppliers by electronic fund transfer.

7.2 The following deductions will be effected while processing the bill of the supplier for payment.

7.2.1. Weight of PP 50 Kgs bag at the rate of 120 grams per bag if the delivered quantity is not 50Kg net of PP bag weight.

7.2.2. Transaction charges levied by NCDEX e Markets Ltd, at the rate of 0.5 percent and ST @ 15 % on the value of Tur Dal (Indigenous/Imported) supplied by the supplier.

7.2.3. Cost of assaying charges at unloading, or incase the second assaying is done through NABL laboratories.

## **8. PENALTY CLAUSE:**

8.1 In case if the supplier fails to complete the supplies in time as per indent, the Food, Civil Supplies and Consumer Protection Department reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Tur Dal from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD and Security Deposit will be forfeited and department may also proceed with blacklisting of the firm depending on the gravity of the situation.

8.2 Failure to keep up the supply schedule by the qualified supplier will result in levy of penalty of 2% for the 1<sup>st</sup> Week(7 continuous days), 4% for the 2<sup>nd</sup> Week, 8% for the 3<sup>rd</sup> Week & 16% for the 4<sup>th</sup> Week for a maximum delay of 4 weeks. The delay in supply under no circumstances will exceed more than 4 week days. The extension of supply up to 4 weeks by imposing penalty is at the sole discretion of the District Manager of the concerned district subject to necessary approval from Head Office of Food, Civil supplies and Consumer Protection Department, Govt of Maharashtra. If the situation so warrants the District Manager may ask to supply the goods without any extension failing which action will be initiated as per clause 8.1&8.2 above.

8.3 Any clause or clauses or part of the clause/clauses of this contract may be revised during the currency of this contract, when considered necessary by the District Manager of.....district of Food, Civil supplies and Consumer Protection Department after obtaining necessary approvals from Head office.

8.4 In case the appointed suppliers fails to fulfill the obligation of contract by not supplying the indented goods within the stipulated time or violates any condition or partial violation of the terms and conditions or fails to give agreement with in the stipulated time, he is liable to be placed under "BLACK LIST" in addition to forfeiture of the EMD (Margin Money) and Security Deposit and any consequential damage / loss to the Department will be recovered from the supplier.

8.5 The District Manager ..... district, The Food, Civil supplies and Consumer Protection Department, Govt. Of Maharashtra with prior necessary approvals from Head Office may alter certain clauses, terms and conditions of the agreement. However in such cases the supplier will be consulted before revising such clause/clauses, if necessary.

8.6 The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of Adulteration in the goods supplied. Without prejudice to the right of the Food, Civil supplies and Consumer Protection Department, Government of Maharashtra to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

8.7 The supplier shall adhere to the provisions of relevant act and rules thereupon in connection with supply of Tur Dal (Indigenous/Imported) packed in 50 Kgs PP bag.

8.8 The District Manager .....district reserves the right to terminate the contract, during the period of the agreement, with three days' notice, for breach of any terms and condition of this agreement or due to change in the policy guidelines of the Government of Maharashtra.

## **9. CONDITIONS REGARDING REJECTION OF MATERIALS.**

9.1 If the supplier's stock does not meet the quality parameters (mentioned in the clause 6 of terms & conditions) during the assaying at unloading point at the delivery location, the concerned Depot Manager may reject the stock and the consignment will be rejected.

9.2 If the supplies are not in conformity with the specification prescribed as per clause-5 of this agreement, such materials are liable to be rejected. The suppliers may note that as per clause-6 of "The Terms and Conditions for e procurement of Tur Dal (Indigenous/Imported) by Food, Civil supplies and Consumer Protection Department for the year 2016-17 through NCDEX e Markets Ltd" if the quality of Tur Dal (Indigenous/Imported) fail to comply with the specifications as per the report submitted by appointed quality testing agency, the material will be rejected. In such an event the supplier will be called upon to supply the material afresh.

9.3 In the event of supplier failing to make good the rejected stocks or offer alternate lots which qualify the specifications, the EMD (Margin Money) and Security Deposit will be forfeited and action will be initiated to recover further loss, if any.

9.4 In case if fresh supplies are not effected against rejected lots within 7 days, the Department is at liberty to purchase the item from any other alternative source or through re-auction and recover the extra cost if any, from the supplier apart from forfeiture of EMD (Margin Money), and Security Deposit furnished by the supplier.

9.5 The Food, Civil Supplies & Consumer Protection Department may randomly collect the samples at the depots and get the samples tested in any of the NABL accredited laboratories independently within 15 working days from the day of delivery by the supplier. The quality of Tur Dal will be evaluated based on specified quality parameters as detailed in clause 6 of terms & conditions. The results of such testing will be final and binding on the suppliers. If the result of



stocks inspection shows more than 10% variation in any parameter then such stock has to be replaced by the Supplier at his own cost within one week (07 continuous days) from the date of intimation by the respective District Manager of the Food, Civil Supplies & Consumer Protection Department.

9.6 In such cases payment will be made for such stocks which are in accordance with quality parameters as certified by the NABL accredited Assaying agency. Suppliers may note that the cost of assaying will be borne by them in case the sample fails the quality parameters put in place by the department and such cost will be deducted while making payment of delivered stock to the supplier.

#### **10. FORCE MAJEURE:**

The terms and conditions hereof shall be subject to force majeure. Neither the Food, Civil Supplies and Consumer Protection Department nor the contractor shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Food, Civil Supplies and Consumer Protection Department for each consignment/dispatch separately within 48 hours of the happening there of by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the contractor pleading any ground as constituting force majeure, the opinion of the management of the Food, Civil Supplies and Consumer Protection Department on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

**11. ARBITRATION:**

In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Maharashtra, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Mumbai and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.

Court situated in Mumbai to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

In witness whereof the parties hereto have set their hands on the day and date herein before mentioned in the presence of:

(Signature)

DISTRICT MANAGER

The Food, Civil supplies and Consumer Protection  
Department, Govt Of Maharashtra,  
.....District with Seal

WITNESS:

- 1.
- 2.

Signature of Supplier