Chhattisgarh State Civil Supplies Corporation Limited (CGSCSCL)

(A State Government Undertaking)

REQUEST FOR PROPOSAL

APPLICATIONS ARE INVITED FOR PRICE DISCOVERY FROM PROCESSORS OR TRADERS THROUGH NeML REVERSE E-AUCTION PLATFORM FOR THE YEAR 2024-2025 FOR SUPPLY OF MACHINE CLEAN CHANA WHOLE IN 1KG PACKET FORM, WITH SECONDARY PACKING IN 50 KG NEW POLYPROPYLENE (PP) BAGS TO BUFFER GODOWNS/DEPOT/CENTERS AND OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS UNDER GROUP.

Block No.7 A, 2nd Floor, Office Complex Sector-24, Head office Atal Nagar,
Naya Raipur, Chhattisgarh 492001
Web-site: www.http://fcs.cg.gov.in

Scanned with OKEN Scanner

INDEX		
Sl. No	Details	Sections
1	SCOPE OF WORK	1 to 1.4
2	ELIGIBILITY / PREQUALIFICATION CONDITIONS	2 to 2.13
3	DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.	3 to 3.21
4	INSTRUCTIONS FOR SUBMITTING AUCTION	4 to 4.7
5	EVALUATION OF AUCTION DOCUMENT	5 to 5.5
6	SCHEDULING OF E-AUCTIONS	6 to 6.26
7	EARNEST MONEY DEPOSIT	7 to 7.6
8	SECURITY DEPOSIT	8 to 8.3
9	DEFAULT SCENARIOS AND IMPLICATIONS	9 to 9.6
10	ORDER FOR SUPPLIES	10 to 10.11
11	QUALITY PARAMETERS	11 to 11.3
12	TERMS AND CONDITIONS OF DELIVERY	12
13	QUALITY ASSURANCE AND CONTROL	12
14	TERMS OF PAYMENT	14 to 14.3
15	EXTENSION TIME/ PENALTY ON DEFAULT	15 to 15.6
16	CANCELLATION OF SUPPLY/WORK ORDER	16
17	SET OFF	17
18	FORCE MAJEURE	18
19	DISPUTE RESOLUTION	19
20	MISCELLANEOUS	20 to 20.xi
21	EXTENSION OF CONTRACT PERIOD	21 to 21.ii
22	INDEMNITY	22
23	NCDEX E-MARKETS LTD DISCLAIMER	23 to 23.k
24	JURISDICTION	24
25	ANNEXURE-I (APPLICATION FORM FOR SUPPLY OF)	Page No. 28-30
26	ANNEXURE-II (DISTRICT WISE ESTIMATED QUANTITY OF MACHINE CLEAN CHANA WHOLES FOR RESPACTIVE GROUP)	Page No. 31
27	Details of Group-1 to Group-5	Page No. 32-36
28	ANNEXURE-III (THE LIST OF NOTIFIED FSSAI LABS FOR TESTING CAN ACCESS FROM THE BELOW LINK)	Page No.37
29	ANNEXURE-IV (LIST OF CGSCSCL OFFICIALS IN HEADOFFICE)	Page No.38
30	ANNEXURE-V (CERTIFICATE OF COMMERCIAL PRODUCTION OF)	Page No. 39
31	ANNEXURE-VI (AFFIDAVIT)	Page No.40
32	ANNEXURE-VII (DECLARATIONFORM)	Page No.41
33	ANNEXURE-VIII (PRE-CONTRACT INTEGRITY PACT)	Page No.42-48
34	ANNEXURE-IX (PACKAGING DESIGN)	Page No. 49-51
35	ANNEXURE-X (AGREEMENT FORMATE)	Page No. 52

Scanned with OKEN Scanner

e-AUCTION EVENT DATE & TIME		
S. No	ITEM	DESCRIPTION
1	DEPARTMENT NAME	CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LIMITED (CGSCSCL)
2	AUCTION SUBJECT	APPLICATIONS ARE INVITED FOR PRICE DISCOVERY FROM PROCESSORS OR TRADERS THROUGH NeML REVERSE E-AUCTION PLATFORM FOR THE YEAR 2024-2025 FOR SUPPLY OF 37555 MT MACHINE CLEAN CHANA WHOLE IN 1KG PACKET FORM, WITH SECONDARY PACKING IN 50 KG NEW POLYPROPYLENE (PP) BAGS TO BUFFER GODOWNS/DEPOT/CENTERS AND OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS UNDER GROUP.
3	BID DOCUMENT DOWNLOAD START DATE	11-Dec-24
4	PRE BID MEETING	23-Dec-2024 Time : 04:00 PM
5	LAST DATE AND TIME FOR RECEIPT OF TECHNICAL DOCUMENTS	02-Jan-2025 Time : 05:00 PM
6	TECHNICAL BID OPEN DATE	06-Jan-2025 Time : 05:00 PM
7	LAST DATE OF DEPOSIT EMD AMOUNT	09-Jan-2025 Time : 05:00 PM
8	E- REVERSE AUCTION DATE	**10-Jan-2025 Starting Time 11:00 AM**
		Group-1 : 11:00 - 11:30 AM with 3 Extension 5 minutes Each (11:45 AM - Closing)
		Group-2 : 12:00 - 12:30 PM with 3 Extension 5 minutes Each (12:45 PM - Closing)
		Group-3 : 01:00 - 01:30 PM with 3 Extension 5 minutes Each (01:45 PM - Closing)
		Group-4 : 02:00 - 02:30 PM with 3 Extension 5 minutes Each (02:45 PM - Closing)
		Group-5 : 03:00 - 03:30 PM with 3 Extension 5 minutes Each (03:45 PM - Closing)
9	AUCTION INVITING AUTHORITY	MANAGING DIRECTOR, CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LTD
10	ADDRESS	Block No.7 A, 2nd Floor, Office Complex Sector-24, Head office Atal Nagar, Naya Raipur, Chhattisgarh 492001
11	E-MAIL ID:	nanheadoffice@gmail.com

Scanned with OKEN Scanner

CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LTD

(A STATE GOVERNMENT UNDERTAKING)

Block No.7 A, 2nd Floor, Office Complex Sector-24, Head office Atal Nagar, Naya Raipur, Chhattisgarh 492001

APPLICATIONS ARE INVITED FOR PRICE DISCOVERY FROM PROCESSORS OR TRADERS THROUGH NeML REVERSE E-AUCTION PLATFORM FOR THE YEAR 2024-2025 FOR THE SUPPLY OF 37555 MT MACHINE CLEAN CHANA WHOLE IN 1KG PACKET FORM, WITH SECONDARY PACKING IN 50 KG NEW POLYPROPYLENE (PP) BAGS TO BUFFER GODOWNS/DEPOT/CENTERS AND OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS UNDER GROUP.

The CGSCSCL invites applications from the Processer or Trader from all over India for supply of Machine Clean Chana Whole as per FSSAI Standards latest notification for Whole Chana commodity through participation in the reverse e-auction conducted through NCDEX e-Markets Limited (NeML) Portal on behalf of CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LIMITED (CGSCSCL). The Processers or Traders needs to registered with NeML. Following are the terms and conditions stipulated by CGSCSCL for supply of Machine Clean Chana Whole are detailed below:

1. SCOPE OF WORK :-

The CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LIMITED Raipur (here in after referred to as CGSCSCL) invites Bids for " Applications are invited from the processors or traders through NeML reverse e-auction platform for supply of 37555 MT machine clean chana whole in 1kg packet, with secondary packing in 50 kg new polypropylene (pp) bags to buffer godowns/Depot/centers and other destinations of the respective districts under group.

1.1. The Processers or Trader working in machine clean chana whole commodity are invited to participate in the reverse e-auction to be conducted by CGSCSCL through NeML.

1.2. The CGSCSCL has requirement of Machine Clean Chana Whole in 1kg packet, with secondary packing in 50 kg new polypropylene (pp) bags which has to be supplied to the specified Buffer Godowns/Depot/Centre and other destinations in specified Districts under respective Group in the State of Chhattisgarh.

The tentative quantities are indicated Group wise as per Annexure II and the districts to which supplies to be made, may vary depending upon the requirement from time to time.

1.3. Applicants from all over India, having capability for supply of Machine Clean Chana Whole are invited to participate in the reverse e-auction. The reverse e-auctions conducted through NeML, for which registration is mandatory.

Scanned with OKEN Scanner

1.4. The procedure for enrolment, registration and supply of machine clean chana whole, terms and conditions are detailed below. Some of the clauses to these terms & conditions may be amended if necessary which will be the part of the RFP, prior to the conduct of e-auction. Details of such amendments will be uploaded in the CGSCSCL and NeML website for the information of participants. No individual information will be given in this regard.

2. ELIGIBILITY / PRE-QUALIFICATION CONDITIONS.

2.1 A bidder may participate in the bidding process for any Group where they meet the technical criteria. However, if a bidder is awarded a contract (becomes L1) for one Group, they will not be eligible to participate in the bidding for subsequent Group auction/auctions. A successful bidder can only be awarded a contract for Single Group.

2.2 The bidder shall have its own Processing unit for supply of Machine Clean Chana Wholes and only such bidder owning their respective manufacturing units alone are eligible to apply for registration for participating in reserve e-Auction, fulfilling certain criteria specified below.

2.3 The Machine Clean Chana Wholes Manufacturing Unit should be owned by the prospective bidder.

2.4 The bidder must possess a manufacturing/Processing capacity as per Annexure II and shall submit an Affidavit on Rs. 100 Non-Judicial Stamp Paper as detailed in Annexure V.

2.5 In case bidder (Processers/Traders) does not have own processing unit or required capacity for supply of Machine Clean Chana Whole are allowed to submit joint venture registered agreement with Miller/Processer for increasing capacity for smooth supply at the time of registration. The Applicant firm will be responsible for all the Terms and conditions of the RFP. All other terms and conditions will remain same. (Annexure-V)

2.6 The Applicant Firm must have to submit minimum average Turnover of the applicant firm for any 3 years out of last five financial years from FY2019-20 to 2023-24. The Applicant firm must be active in the last financial year FY2023-24. Required Minimum average turnover mentioned in Annexure II.

2.7 Machine clean whole chana supply experience –*The bidder must have supplied a minimum quantity of Machine clean whole chana 2000 MTs to any State Government, Central Government and Public Sector Undertaking, immediate past three years from the date of issuance of RFP date (FY2021-22 to FY23-24) need to submit relevant work order along with registration application.*

2.8 In case, if any applicant does not have the required supplies experience as mentioned in clause 2.7, applicant can also participate provided applicant must

Scanned with OKEN Scanner

Deposit additional 3% as a performance guarantee over and above stipulated Security Deposit.

2.9 The Supplier should have valid FSSAI license with clearly mentioned Commodity **Chana/Pulses**. The valid FSSAI license must be issued or amended prior to issue RFP notification date.

2.10 The Machine Clean Chana Wholes Processing Units should have a valid license (Factory License) issued by the concerned authority for manufacturing and storing of Machine Clean Chana Wholes.

2.11 The Bidder should possess valid GST registration issued by concerned authorities.

2.12 The Bidder should not have been blacklisted / convicted for any offences or violation by any State Government, Central Government, State Undertaking or Central undertaking or for any such violations/ offences under any State or Central act such as Essential Commodities Act, National Food Security Act 2013, Legal Metrology Act 2009 or the rules made there under, or any criminal offence under IPC or should not have been debarred from undertaking any such supply activity.

2.13 In case of any instance of blacklisting/ conviction of a bidder comes to the notice of CGSCSCL during the auction process or subsequent to the award of the contract, the bidder shall stand automatically disqualified and all its monies submitted to CGSCSCL as security or performance guarantee or Deposit or any such purpose, shall stand forfeited.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

3.1 Copies of the Registration certificate and licenses issued by the competent authority for manufacturing, processing and storing of Machine Clean Chana Wholes and the bidder should have submit a valid copy of license from FSSAI and other applicable licenses.

3.2 Attested copy of audited balance Sheet and profit / loss account for any past three years to match the required average turnover of the applicant firm. i.e., from 2019-20 to 2023-24 duly certified by Chartered Accountant shall be submitted. (As per Annexure-II)

3.3 Bidders shall submit attested copy of acknowledgement of Income Tax returns for any past three years to match the required average turnover of the applicant firm. i.e., from 2019-20 to 2023-24 duly certified by Chartered Accountant shall be submitted as per Annexure-II

3.4 The Applicant Firm must have to submit minimum average Turnover of the applicant firm for any 3 years out of last five financial years from FY2019-20 to 2023-24. The Applicant firm must be active in the last financial year FY2023-24.

Scanned with OKEN Scanner

Required Minimum average turnover mentioned in Annexure II which should be duly certified by the competent Chartered accountant.

3.5 Attested copy of Certificate of registration under GST and PAN card as applicable shall be submitted.

3.6 Copy of PAN card attested by authorized signatory.

3.7 The Supplier should have valid FSSAI license with clearly mentioned Commodity **Chana/Pulses**. The valid FSSAI license must be issued or amended prior to issue RFP notification date.

3.8 The Machine Clean Chana Wholes Processing Units should have a valid license (Factory License) issued by the concerned authority for manufacturing and storing of Machine Clean Chana Wholes.

3.9 The bidder must possess a processing capacity as per Annexure II and shall submit a Rs. 100 Affidavit as detailed in Annexure V.

3.10 Machine clean chana whole experience – The bidder must have supplied a minimum quantity of 2000 MTs machine clean whole chana to any State Government, Central Government and Public Sector Undertaking during the preceding last three years from the RFP date (FY2021-22 to FY23-24) need to submit relevant workorder along with registration application.

3.11 Bidders must complete and submit the Application Form along with required documents for Registration as per ANNEXURE I

3.12 A certificate of commercial production capacity must be submitted on the bidder's letterhead as per ANNEXURE V

3.13 An Affidavit must be furnished on a Rs. 100/- non-judicial stamp papers as per ANNEXURE VI

3.14 Client Declaration on letterhead as per Annexure-VII

3.15 Client Declaration on letterhead as per Annexure-VIII

3.16 The bidder should submit partnership deed, Bye Laws or Articles of Association / Memorandum of Association in case of partnership firm, L.L.P, Co-op Society and Body Corporate respectively.

3.17 The bidder should furnish letter of authority or power of attorney to authorized person to sign the documents on behalf of firm or society or LLP or a corporate body.

3.18 The following documents as address proof of the authorized signatory shall be consider are Telephone bill/copy of pass port /electricity bill/ voter ID / Driving license etc. Proof should be submitted along with the application.

Scanned with OKEN Scanner

3.19 Bank account details of firm along with IFSC code, Branch details, address shall be furnished on the letterhead of the firm, along with a cancelled cheque of bank account.

3.20 Bidders have to Deposit the non-refundable registration fee of Rs.5900 (Rs 5000+18%GST) along with their bid documents. The registration fee can be directly transferred to the bank account given below.

	NeML Bank Account Details			
Bank Name	Bank A/c Name	Account No.	**IFSC Code**	**Branch**
HDFC Bank Ltd	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort Mumbai

3.21 The interested bidders may also visit web site www.neml.in and www.fcs.cg.gov.in and for any relevant information regarding enrolment/registration as participant on NeML. Interested participants can also contact the **Customer Service on phone numbers (022) 48810500 or Email: askus@neml.in**

4. INSTRUCTIONS FOR SUBMITTING AUCTION

The instructions to be followed for submitting the auction are as below:

4.1 The completed applications along with relevant documents and payment of fee particulars / registration charges shall be submitted on or before **02-Jan-2025 Time : 05:00 PM** at the following mail ID: **askus@neml.in** as mentioned in page no. 3

4.2 . The CGSCSCL reserves the right to extend the date of submission of applications subject to uploading circular on such extensions on the websites www.neml.in and www.fcs.cg.gov.in

4.3. The applicants/bidders will be informed regarding acceptance / rejection/non-receipt of certain documents etc., by NeML. The applicants who fulfill the eligibility criteria will be enrolled as registered suppliers and will be issued with registration number / user ID and password by NeML. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always maintain the confidentiality and shall never disclose the password to anyone to protect the secrecy in their own interest.

4.4. The registered technically qualified bidders are only eligible to participate on electronic bidding system (e-auction) conducted by NeML(www.market.neml.in) as mentioned in page no.3. The electronic reverse auction platform will scrutinize the financial bids and selected bidder will be declared based on the lowest rate offered to CGSCSCL.

4.5. CGSCSCL reserves the right to cancel the auction at any stage, without any liability, without assigning any reasons. CGSCSCL'S decision shall be final.

Scanned with OKEN Scanner

4.6 The e- Auction is scheduled on **Date 10-Jan-2025 from 11:00 am** as mentioned in page no.3 Any changes in the schedule of e-Auction, date and timings will be published on the websites www.fcs.cg.gov.in and www.neml.in

4.7 CGSCSCL reserves the right to carry out any subsequent amendments to certain clauses of the RFP, if any prior to scheduling e-Auctions.

5. TECHNICAL EVALUATION OF THE DOCUMENT

5.1 The completed technical & relevant documents shall file NeML on and before Date 02-Jan-2025 time 05:00 PM thereafter no fresh application and revised document shall be accepted.

5.2 The technical documents submitted online on and before the last date 02-Jan-2025 time 5.00 pm will be evaluated. However, CGSCSCL has the right to extend the date of submission of document subject to uploading circular/corrigendum on such extensions on the website as well as NeML.

5.3 NeML will evaluate the technical documents submitted. The bidder submitting valid documentary evidences in compliance of the eligibility criteria/conditions shall only be Technically qualified.

5.4 The registered bidder shall not be intimated individually on being technically qualified. They are free to contact through this mail ID askus@neml.in only.

5.5 The Bidders are advised to follow utmost caution and care while filling, signing and submitting the mandatory documents and information along with the document. Any mistake, error or omission in this regard shall attract disqualification. Rejection of technical document due to such causes shall be at the sole risk and cost of the erring bidder. CGSCSCSL and NeML are not responsible for the late submission of the document and rejection of the document.

6. SCHEDULING OF REVERSE E-AUCTIONS

6.1 The NeML, after scrutiny of applications for registration will enroll the applicants on the platform, They will be allotted with member ID and password by NeML to enable them to participate in CGSCSCL reverse e-auction.

6.2 The NeML in consultation with CGSCSCL, will schedule the reverse e-auction calendar and same shall be published on the website of NeML and CGSCSCL The registered technically qualified applicants are requested to go through the auction calendar carefully before participating in reverse e-auction and no separate intimation will be given in this regard.

6.3 Alternatively, the registered bidders may contact the Customer Service on phone numbers (022) 48810500 and email id askus@neml.in of NeML for information on reverse e-auction schedule. The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule

Scanned with OKEN Scanner

reverse e-auction through the website in their own interest, rather than depending on other mode of information sources.

6.4 The bidders shall be allowed by CGSCSCL to bid only if the requisite EMD amount is available in the Virtual Bank Account provided by NeML.

6.5 In case, if any bid is received within the last 3 minutes of scheduled auction closing time, then the auction time shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on reverse e-auction calendar will notify such or any other details as the case may be.

6.6 Reverse e-auction will be conducted for tentative quantity groupwise under Chhattisgarh state.

6.7 The price quote shall be in Rupees Per Quintal only.

6.8 The minimum Bid Tick size is one Rupee 1 (One) per Quintal.

6.9 Maximum bid tick size would be Rupee 1000 (Thousand) per quintal.

6.10 The Price quoted shall be inclusive of all applicable taxes, GST (if applicable), Mandi tax, transport charges till storage/Depot/Godown including labour charges for unloading and stacking and all other incidental charges including Chhattisgarh Mandi inventory tax if applicable.

6.11 The bids of all bidders who have participated in the reverse e-auction must remain valid for period of **30 days** from the date of e-auction.

6.12 Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the bidder and the CGSCSCL will not consider any request of enhancement in this regard.

6.13 The results of the e-auction as approved by CGSCSCL will be binding on all bidders.

6.14 The successful bidder will be intimated for the acceptance of bid by a letter /email by CGSCSCL through NeML.

6.15 The EMD of the L1 bidder would be blocked. The EMD of the unsuccessful Bidder(s), will be released after receiving confirmation from CGSCSCL. There after participator can withdrawal via request made by the unsuccessful bidders through www.market.neml.in.

6.16 Any requests for cancellation of bids received either during the auction session or after the conclusion of auction session shall not be accepted. Failure to accept the contract by the successful Auction shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Auction for a period of three years. Similarly, no request will be accepted for the off-line rate submission and/or non-submission of best bid during the auction end time session or after closing of the auction session. The decision of the Managing Director, CGSCSCL in this regard will be final.

6.17 CGSCSCL or NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform https://market.neml.in .In case of any technical problems at NeML Limited Server or for any other reasons, the e-auctions are not conducted or concluded as scheduled, then such e-auctions will be rescheduled accordingly at the discretion of CGSCSCL.

Scanned with OKEN Scanner

6.18 Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully responsible for all the activities that carried out using such username and password. The Bidder is therefore advised to check the username and the password before the e-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

6.19 Invitation of Bids, the terms and conditions of the reverse e-auction, Bid of the Successful bidder, Letter /Email Confirmation/Acceptance issued by the CGSCSCL to the successful bidder along with any amendment issued prior to signing of contract, correspondence carried out in this regard, if any, shall constitute the Contract between the supplier and CGSCSCL.

6.20 If the information given by the Bidder in the auction Document and its Annexure/Appendices is found to be false / incorrect at any stage, the CGSCSCL shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the CGSCSCL may have under the Contract and law.

6.21 The CGSCSCL reserves the right to claim from the bidders any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to compliance mistake(s) on the part of the suppliers.

6.22 All the post auction process including Approval of Bids, EMD transferred and SD deposit process will be communicated by NeML through CGSCSCL to the successful bidders.

6.23 The successful bidder upon receipt of communication regarding acceptance of bid by CGSCSCL shall remit security Deposit within 5 (five) bank working days by way of electronic fund transfer to the CGSCSCL bank account details given Below :

CHHATTISGARH STATE CIVIL SUPPLIES CORPORATION LIMITED			
Bank Name	Account No.	IFSC Code	Branch
State Bank Of India	**10822706427**	**SBIN0008536**	**Commercial Branch, Panchpedi Naka, Raipur**

6.24 The successful bidder shall enter into supply agreement on the Non-Judicial Rs.1000/- Stamp Paper with CGSCSCL within 7 working days from the receipt of the price confirmation via email. The agreement between the Successful bidder (L1) and the CGSCSCL for the supply of Machine Clean Chana whole required group wise supply quantity from Nov-2024 to March-2025. The successful bidder has to complete allotted group wise required quantity on or before 31-March-2025. If suppliers do not complete work order on or before given period than the work order can be extended for a further period of one month on the basis of requirement. The extension of time will attract penalty as per RFP and shall be given with the discretion of - MD, CGSCSCL.

Scanned with OKEN Scanner

6.25 NeML share the Group wise auction report to CGSCSCL. After review of the L1 price, MD CGSCSCL has rights to negotiate with L1 bidder and may give counter price offer to L1 bidder. If L1 bidder do not accept the CGSCSCL counter price offer then MD CGSCSCL at his discretion may confirm the original L1 discovered price or may instruct NeML to do re-auction of particular Group.

6.26 Bidders are not allowed to send any counter offer on its own unless received counter offer from CGSCSCL. The bidders are not allowed to send letter or email related to price, quantity and lot/Group preference.

7. EARNEST MONEY DEPOSIT

7.1 The registered bidders need to Deposit lumpsum amount considering his first bid price basis on group quantity equivalent to 3.28%. The breakup of margin amount are as follows 2% EMD+0.10% TDS+1% NeML transaction charges (TC)+ 18% Applicable GST on TC of the trade value in the dedicated Virtual Bank Account provided by NeML to participate in the reverse e-auctions by way of RTGS or electronic fund transfer, well in advance. The cut-off for the EMD Deposit shall be one day prior (cut-off time 09.01.2025 Time 5.00 pm) to reverse e-auction date.

7.2 The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the Bidders withdraw from his/their offer after submission of the Reverse Auction or after the acceptance of the offer by CGSCSCL or fail to sign the Contract or fail to remit the Security Deposit.

7.3 The Earnest Money Deposit remitted will not carry any interest.

7.4 The transaction charges payable by the successful bidder to NeML will be calculated on the Trade Value. The transaction charges of 1% plus GST (18%) will be on trade value and will be adjusted from EMD amount (3.28%).

7.5 Out of 3.28% EMD amount, 2% EMD of the successful bidders L1 will be transfer to CGSCSCL, after deduction of NeML transaction charges 1% plus GST (18%) i.e 1.18%.

7.6 The EMD of unsuccessful bidders other than L1 will be released after received confirmation from the CGSCSCL till that time EMD will be blocked in the system for all the participator.

8. SECURITY DEPOSIT

8.1 The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 5 % (Five percent) of the trade value (calculate as per approved Price), after adjusting the EMD (2%) already transferred to CGSCSCL, within 5 (five) bank working days from the date of receipt of the communication of acceptance of the reverse e Auction to the CGSCSCL bank account details given in clause 6.23.

8.2 No cheque/Bank Guarantee will be accepted. Any other amount pending with CGSCSCL will not be adjusted towards the Security Deposit even if so requested. If the Security Deposit is not paid within the time specified, the Earnest Money

Scanned with OKEN Scanner

Deposit of the successful bidder will be forfeited. The Security Deposit will not carry any interest.

8.3 The Security Deposit will be refunded to the supplier after successful delivery of entire stocks as per work order issued by CGSCSCL along with the NOC/Confirmation from the MD-CGSCSCL.

9. Default Scenarios and implications

9.1 Once L1 price discovered and approved by the CGSCSCL and L1 refuse to accept the price confirmation then 2% EMD will be forfeited and transferred to CGSCSCL and L2 will be offered to match the L1 price. If L2 agree to match the L1 price then he needs to deposit 3.28% EMD amount into Virtual Bank account provided by NeML. NeML after deduction of TC transfer the balance EMD to the CGSCSCL designated bank account. Rest terms and conditions related to SD, agreement signing rest terms and conditions remain the same. L1 bidder will be blacklisted as per RFP terms and conditions. In case L2 is not ready to match the L1 Price CGSCSCL can offer to L3,L4 and other participator in the relevant group.

9.2 In case after acceptance of price and deposit of Security deposit L1 bidder work order will be issued. After deposit of SD amount if L1 default in first delivery and backout from the contract with CGSCSCL then entire SD amount will be forfeited. CGSCSCL may offer L2 to match the price of L1. If L2 agree to match the L1 price then he needs to deposit 3.28% EMD amount into Virtual Bank account provided by NeML. NeML after deduction of TC transfer the balance EMD to the CGSCSCL designated bank account. Rest terms and conditions related to SD, agreement signing rest terms and conditions remain the same. L1 bidder will be blacklisted as per RFP terms and conditions. In case L2 is not ready to match the L1 Price CGSCSCL can offer to L3,L4 and other participator in the relevant group.

9.3 Once delivery started and partial quantity supplied, L1 supplier unable to supply balance quantity as per agreement and work order. Inspite of repetitive reminders/memo issued by CGSCSCL if supplier does not respond then such scenario will be treated as default and CGSCSCL will cancel the balance quantity work order and forfeit the SD amount to recover the losses, if the losses are more than forfeited amount than recovery will be adjusted from the payout if any and L1 bidder will be blacklisted as per RFP terms and conditions. After that CGSCSCL can offer to respective bidder L2,L3 and other participator to match the L1 Price. In case L2,L3 and others participator refused to match L1 Price then CGSCSCL has rights to float reverse e-auction tender for the balance quantity In case L2,L3 and others participator refused to match L1 Price then In order to get supply at any point CGSCSCL has rights to float reverse e-auction tender for the balance quantity.

9.4 The Bidders directly or indirectly should not indulge in any cartel formation before and after the auction. If any complaint received or found cartel formation will treat as breach of the RFP terms and conditions and entire EMD will be forfeited of the bidders indulged in cartel formation.

9.5 Time to time CGSCSCL will review and monitor the supply and if found deliberate delay in required quantity and the Supplier may default to supply work order quantity MD CGSCSCL may tack immediate action for smooth supply operations and after discussion or giving reminder if the supplier still not start/complete delivery then MD CGSCSCL has rights to cancel work order and recover the losses by SD forfeiture.

Scanned with OKEN Scanner

10. ORDER FOR SUPPLIES

10.1 The short-listed Processer/Trader who qualify in e-auction for each destination will be issued with Supply/Work orders based on the requirements of the respective group.

10.2 The successful bidder would be issued letter of award by CGSCSCL, the successful bidder shall Deposit SD (Security Deposit) within 5 bank working days into success bidder Bank virtual account provided by NeML.

10.3 The successful bidder shall enter into supply agreement on Rs.1000/- Stamp Paper (As per Annexure-X) with CGSCSCL with in seven working days from the receipt of the price confirmation via email.

10.4 Supply of first consignment/Truck shall reach the destination within 15 days from the date of work orders issued by concerned department of CGSCSCL.

10.5 In case L1 default in the supply as per the RFP terms and conditions then CGSCSCL may offer L2 and L3 to match the L1 price for supply of machine clean chana whole. In case L2 and/or L3 have been awarded supply work order then bidders need to Deposit Security Deposit amount and related compliances as per RFP terms and conditions.

10.6 The CGSCSCL does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified bidder is bound to supply the ordered quantity at the designated Buffer Godowns/Depot/Centers spread across the Group area.

10.7 Quantities supplied in excess of the quantity specified in the Work order will not be paid for. Supply of required quantity should be as per the work orders issued by CGSCSCL. The successful qualified bidder is bound to honor such indents and shall arrange to supply requisite quantity of Machine Clean Chana Wholes to the designated Buffer Godown/Depot/Centers. The supply of consignment ordered shall be delivered in accordance with the work order issues by the concerned department.

10.8 Violation of any of the Clause/Clauses of the Supply/Work order shall be deemed as violation of Terms and Conditions of Auction.

10.9 At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified bidder will be called upon to make good the same. In the event of qualified auction failing to make good the rejected stocks, the Security Deposit furnished by the qualified auction shall be forfeited and CGSCSCL is entitled to collect liquidated damages if any from the qualified auction for his failure to comply with the terms and conditions of the auction.

Scanned with OKEN Scanner

10.10 In case of non-supply of stocks within the specified time limits as per supply/Work order/indent, the MD, CGSCSCL is at liberty to purchase the machine clean whole chana from other bidders, at this discretion and recover the difference of cost from the bidder Security Deposit and if required he may instruct the NeML to reschedule the reverse e-auction for the required quantity. In stipulated time period.

10.11 The ordered quantity may be revised or cancelled at any point of time based on the requirement received from the District Manager, CGSCSCL. The Supplier/ successful bidder is not entitled to demand/ receive any type of loss incurred for such revised or cancelled orders. The Supplier/ successful auctioned cannot initiate any legal proceedings against CGSCSCL as the decision taken by the CGSCSCL is final and binding on the Processer/ Successful bidder.

11. QUALITY PARAMETERS.

11.1 The quality parameters for Machine Clean Chana Wholes as per the FSSAI standards are detailed below for the reference of all eligible Processer/Trader. CGSCSCL has the right to alter the parameters at its own discretion before notifying the e- auction schedule. The Bidders are advised to carefully study these mandatory parameters to avoid any non-compliance. Bidders not found to be conforming to any of these parameters shall be declared non eligible and their bid shall be rejected as non-responsive.

11.2 Specification of Machine Clean Chana Wholes:

Sl.No.	Parameter	Limit
(I)	Moisture Content (per cent. by mass), Max.	14%
(II)	Extraneous Matter	Not more than 1 per cent. by mass of which not more than 0.25 per cent. by mass shall be mineral matter and not more than 0.10 per cent. by mass shall be impurities of animal origin
(III)	Defects	Not more than 1 per cent.
	(I) Seeds with serious defects. (Seeds in which the cotyledons have been affected or attacked by pests; seeds with very slight traces of mould or decay; or slight cotyledon staining.)	

Scanned with OKEN Scanner

	(II) Seeds with slight defects. (Seeds which have not reached normal development; seeds with extensive seedcoat staining, without the cotyledon being affected; seeds in which the seedcoat is wrinkled, with pronounced folding or broken pulses *)	Not more than 7 per cent. of which broken pulses must not exceed 3 percent.
(IV)	Other edible pulses/ grains ,by mass	Not more than 2 percent.
(V)	Discoloured seeds by mass	Not more than 3 percent.
(VI)	**Weevilled grain**	**Not more than 2 percent**
(VII)	Uric acid (not more than)	100 per kg.

Note: Cargo should be free from live infestation.

11.3 PACKING:

- Supplier shall undertake packing of Chana Whole in 1Kg.
- Polythene packs mechanically and automatically during the process itself. In other words, the supplier shall have automatic machine (form filling) with inbuilt printing facility for printing of S. No, Batch No. and Date of packing and other details. Normal packing is not allowed.
- Packing should be at least one side transparent polyethylene pack wherein the commodity should be visible. Any deviation will be viewed seriously and penal action will be initiated against the supplies.
- Supplier shall undertake packing with description of commodity and Net weight.
- Any deviation in this regard will result in claiming of damages from supplier.
- Since the Supplier is responsible for packing the Chana Whole (Machine Clean), he shall abide by the laws and rules of Weights and Measures and Packing Acts in-force. All weighment infrastructures should have up to date stamping of Legal Metrology Department.
- The Corporation will approve design to be printed on the packet and it is the responsibility of the supplier to undertake the same at his cost. In addition the supplier shall also undertake printing of Batch No., Serial No., Date of packing, or any other information on Polythene packs without fail.
- Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.
- Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.
- Any changes in Packaging design & printing matter successful bidder has to change in the Packaging as per requirement on their own cost.
- Packaging Design (1kg & 50kg) : **Annexure IX**

Scanned with OKEN Scanner

SPECIFICATIONS OF 1Kg POLYTHENE PACKS:

The specifications of 1Kg polythene packs shall confirm the following specifications:

- Size of One Kg Polythene Pack shall be as per the standards and the net weight of pack should be 1kg (1000 gms)
- Thickness guage shall be 60 transparent poly pet qualities.
- Polythene shall be of transparent quality only.
- Pouch shall be of Centre Sealing and shall withstand bursting test.
- Laminated printing of design as approved by Corporation.
- Details of Batch No., S. No and Date of Packing and other details shall be prominently displayed.
- The Corporation Logo shall be printed on the packet.

SECONDARY PACKING:

After packing of Chana Whole (Machine Clean) in 1 Kg. Polythene Packs, the Supplier shall undertake packing of the same in 50 Kg PP bags.

- The stocks should be packed in 1 Kg packet form and delivered in 50 Kg. secondary new PP bags with mouth closing machine double stitched.
- The Standard net weight of the Chana Whole (Machine Clean) should be in 50 Kg per bag and not less than 20 bags per MT should be delivered.
- Payment will be made on Net weight only.
- The shelf life of Chana Whole (Machine Clean) should be the minimum period of 6 Month from the date of Packaging.

Marking instructions: The markings on the bag should mention the below. The draft label shall be shared with State Food Department well in advance for approval.

- Name of the Product
- Intended Consumption
- Ingredients used
- Vegetarian logo
- Net weight
- Detailed name & address of Supplier
- Instructions for Use
- Storage Conditions
- Batch Number/ Lot Number/ Date
- Shelf Life
- Registered FSSAI number
- Manufacturing date
- Packaging Date
- Best before date

Scanned with OKEN Scanner

The successful bidder should submit the below documents to the District Manager with the consignment:

- Certificate of Analysis (COA) of with batch no. from an FSSAI notified NABL accredited laboratory, for each consignment/Batch.
- The COA of shall have all parameters as mentioned in the RFP.
- Details of the quantity of being supplied along with COA
- Weighing slip at the loading point
- Invoice containing batch No which is used in production of that particular batch.

12. TERMS AND CONDITIONS OF DELIVERY :

- The successful bidder shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered supply quantity and complete the delivery at the designated delivery Godown/Centers/Depots as specified by CGSCSCL as per time schedule given below:

S No.	Particulars	Time lines
1	Remittance of Security Deposit	5% SD within 5 bank working days from the including adjustment of 2% EMD from the date of issuance of trade confirmation.
2	Execution of Agreement	With in seven working days from the date of issuance of trade confirmation on the Rs.1000/- Stamp Paper. (Annexure-X)
3	Issue of Work Order	After the execution of Agreement, CGSCSCL will issue the work order as and when required
4	Supply of Chana Whole (Machine Clean)	Within 15 days from the date of issue Work Order

- The supplier should supply the machine clean whole chana whole in 1 Kg packet form, with secondary packing in 50 Kg New (PP) Polypropylene bags and all the bags shall be machine stitched.
- The supplier shall supply tendered quantity as per the timelines fixed by the CGSCSCL at the time of issue of Work order so as distribute Chana whole (Machine clean)
- The supplier from other states should confirm to all procedures with regard to GST (if applicable) before the trucks are dispatched to the destinations from the bidder to avoid hassles at the check point.
- The supplier from other states should liable of any inventory tax (Supply from other than Chhattisgarh state) Mandi/APMC tax with regard of Agriculture Marketing Board Chhattisgarh State.
- The supplier shall submit the following documents at the time of giving delivery of the consignment to the respective warehouse/location points of the Corporation/Depot.
    1. Tax Invoice two original copies
    2. Delivery Challan
    3. Way bill if applicable
    4. NABL Assaying Certificate
    5. Weight Slip of the Loading location

Scanned with OKEN Scanner

13. Quality assurance and control:

A Certificate of Analysis (COA) for the produced should be shared with CGSCSCL from the date of dispatch of the Chana Whole (Machine Clean) to ensure a detailed review and feedback to the COA.

At the time of unloading at the designated Depot/centers/godown quality control person will draw three samples 250 gm each. All samples should be sealed. One sample given to the supplier, second sample will act as control sample and third tested sample shall be Deposit at the district office and submit the report also allow the cargo for unloading. At any given point the district level committee members may visit and recheck the cargo for the physical inspection. If found any variation in the quality testing and packaging then they may call to suppliers for joint inspection.

Shelf life: The Machine Clean Whole Chana should have a shelf life of minimum 6 months from the date of packaging. In case if stock quality deteriorated with in six months at godown or FPS (Fair Price Shop) shops, then supplier has to replace the quality deteriorated stock with same quality specifications as per RFP at his own cost with in 15 working days. In case of delay in replacement of the stock then storage charges applicable on the replacement quantity as per CGSCSCL.

The Machine Clean Whole Chana stocks should be delivered duly packed in a special two-layer bag with inner poly lining (50kg). Without the above details the stocks dispatched by the suppliers will not be accepted at the specified warehouse/Depot points of CGSCSCL

All stocks should be supplied within the time period given by CGSCSCL and first delivery may start from minimum 15 days from the date of delivery/Supply order issued. Commodities supplied after 15 days of packing will be accepted with fine as described below:

i. In case of Delayed delivery flat 2% per month penalty will charge for the 30 days on the remaining quantity balance

ii. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the unforeseen circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of MD-CGSCSCL.

iii. One month extension may be allowed at the discretion of MD CGSCSCL.

If the stocks are brought to the specified warehouse/Depot/center points without fulfilling the quality, quantity and above conditions the Supplier has to take back the stocks at their risk and cost and Corporation is not responsible for any loss in such cases.

Scanned with OKEN Scanner

14. TERMS OF PAYMENT

14.1 The supplier shall submit bills at the time of delivery as per work order issued by CGSCSCL. 80% Payment will be released by the HO CGSCSCL to the Suppliers on submission of relevant documents including stock acceptance letter issued by District manager within 15 working days from the date of receipt of Invoices to CGSCSCL Head Office and remain 20% payment within 15 working days after completion and reconciliation of approved delivered stock. Suppliers may submit Invoice copy along with all the relevant documents forth nightly basis for payment processing.

14.2 For payment process the CGSCSCL will evaluate documents as

- For 80% Payment :-
  - A. 2 Original Invoice Copy according to Online receipt as per process.
  - B. NABL report issued by certified FSSAI lab.
  - C. Electronic Weighbridge Receipts at loading point and unloading point
- For balance 20% Payment process required documents, Assessments & reconciliation :
  - A. Machine clean Chana whole supply confirmation duly certified by District Manager.
  - B. Quality inspection report duly certified by quality controller.
  - C. Unloading weight slip.
  - D. Form-13 issued by District Manager.
  - E. GST Return Copy if applicable.
  - F. Chhattisgarh Mandi Tax Paid (Inventory Tax) receipts & clearance certificate if applicable.
  - G. Delay penalty if any.
  - H. Any other incidental Charges if applicable.

14.3 The supplier should also submit the following documents at the time of delivery of the consignment to the respective destinations:

a. Commercial Invoice/Tax invoice duly conforming to the GST regime.

b. Assaying Report at the loading point from the allocated NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India mentioned in Annexure III.

c. Electronic Weighbridge Receipts at loading point and unloading point(if electronic weigh bridge facility is available at unloading point)

d. Any other relevant documents issued by the District Manager.

e. NeML will withhold TDS u/s 194-O of Income Tax Act, 1961 @ 0.1% (current applicable rate) on trade value on account of Seller. The amount deducted by NeML as tax will be Deposited as per the rules of Income tax, within the prescribed time limits. The deduction of tax shall be subject to change in the laws applicable from time to time.

f. The department has issued a clarification (vide circular_13_2021 dt. 30-06-2021) regarding non-applicability of TDS u/s 194Q and TCS u/s 206C(1H), if

Scanned with OKEN Scanner

the transaction is subject to TDS u/s 194-O i.e. transaction on which TDS deducted by NeML then on such transactions buyer will not apply TDS u/s 194Q and seller will not collect TCS u/s 206C(1H).

15. DELIVERY EXTENSION TIME/ PENALTY ON DEFAULT:

15.1 If suppliers do not complete work order on or before given period than the work order can be extended for a further period of one month on the basis of requirement The extension of time will attract penalty as per RFP and shall be given with the discretion of - MD, CGSCSCL.

15.2 The entire order quantity of shall be supplied to the destination points within the stipulated time given in the movement order. Any slackness or delay of supplies will be viewed seriously, each day of delay in supply on work order quantity given to the Processer/Trader after the stipulated time shall be levied a penalty as per RFP clause No.12. The imposing of penalty will be at the sole discretion of the - Managing Director of CGSCSCL.

15.3 Notwithstanding anything contained in the terms and conditions of this auction the MD, CGSCSCL is the ultimate authority in deciding the recovery of penalty from the Supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the CGSCSCL.

15.4 In the event of failure by the successful bidder (s) at any stage of the supplying process, the Security Deposit will be forfeited and CGSCSCL may also proceed with blacklisting of the firm for the period of THREE (03) Years.

15.5 In the event of termination of the supplier due to violation of the agreement or under any Agreement with the CGSCSCL, all other contracts that the Supplier has with the CGSCSCL in any District and for any commodity shall also stand terminated. All securities under all Agreements will stand forfeited. The decision of the Managing Director in this regard is final and cannot be called into question. No correspondence in this regard will be entertained.

15.6 As per MD CGSCSCL discretion they have rights to extend work order for smooth supply of Machine clean Chana whole with same Price for next 3 Month from April-2025 to June-2025. Work order quantity may change as per requirement of the relevant group.

16. CANCELLATION OF SUPPLY/WORK ORDER/AGREEMENT:-

- The successful bidder, if breaches any condition or clause of the terms and conditions of this auction, the CGSCSCL is entitled to cancel the order and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the supply/Work order.

- Although The agreement between the Successful bidder (L1) and the CGSCSCL for the supply of Machine Clean Chana whole required group wise supply quantity from Nov-2024 to March-2025. CGSCSCL may discontinue the agreement / terminate the agreement with the discretion of MD CGSCSCL.

Scanned with OKEN Scanner

- If the Government scheme is closed or partly revised or modified, or if any change in policy of the State/Central Government is effected or any amendment made to the Act or Rules under which the scheme is being implemented, and the proceedings of purchase is stopped or revised or modified by the CGSCSCL then the Supply/Work order will automatically come to an end or partly continues for which Supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against CGSCSCL.

- The firm/ Co-Operative Society / company/ LLP as the case may be, shall notify to the CGSCSCL the death /resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the CGSCSCL shall have the right to terminate/ modify the supply order. In such an event the supplies shall continue unhindered in any manner.

- The CGSCSCL may, without prejudice to any other remedy for breach of terms & condition of auction, by written notice of default sent to the successful bidder reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings:

  - The Successful bidder unable to supply the offered quantity of the Stocks within prescribed time limit mentioned by CGSCSCL (or)

  - If the Successful bidder fails to promptly correct the defect in the supplied goods in the time limit given by CGSCSCL (or)

  - If the Successful bidder fails to perform any other obligation(s) under the Auction (or)

  - The Successful bidder goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

  - Notwithstanding the above, the CGSCSCL may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.

  - If the Supply/Work order is terminated the Successful bidder shall stop supply immediately.

  - In the event of termination of Supply order by the CGSCSCL on account of breach of any terms and conditions of the contract by the Successful bidder, the entire Security Deposit given by the Successful bidder will stand forfeited.

- **Foreclosure** - The CGSCSCL reserves the right to foreclose the Supply order without assigning any reason. In such case the Successful bidder will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by CGSCSCL up to the date of effect of this Processer/Traders.

Scanned with OKEN Scanner

17. **SET OFF:**

In the event of the CGSCSCL having any claim or claims ascertain or otherwise against suppliers under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other contract, the supplier shall be entitled to retain to extent of such claim or claims any money which may be due returned by the CGSCSCL to the supplier/L1 bidder under this or any other contract and shall entitled to appropriate such money or towards satisfaction of such claim or claims.

18. **FORCE MAJEURE:**

The terms and conditions hereof shall be subject to force majeure. Neither the CGSCSCL nor the Successful bidder 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 Successful bidder shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the CGSCSCL for each consignment/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the Successful bidder pleading any ground as constituting force majeure, the opinion of the management of the CGSCSCL 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 Successful bidder shall not be entitled to plead the same and or claim any relief under this clause.

19. **Dispute Resolution:**

ARBITRATION:

i. In case of any disputes relating to auction and supply including the interpretation of any of the Clause/Clauses of the auction, the matter shall be referred to Managing Director, CGSCSCL.

ii. In case, if disputes are not resolved according to the Clause no.19 (i), then the matter may be referred to the Tribunal.

iii. The Supplier shall prefer a demand, if any, in writing to the Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the CGSCSCL shall be discharged and released of all liabilities under this agreement in respect of such demand.

iv. On receipt of a demand from the Supplier within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for

Scanned with OKEN Scanner

in the supply/Work order shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.

v. The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

20 .MISCELLANEOUS:

i) Notice:
Any notice, request, demand, consent, approval or other communication required or permitted under this Auction shall be in writing/email and shall be deemed to have been given (i) upon actual delivery, if delivery is in person, (ii) upon receipt if delivery is by telecopier, or (iii) on the third business day following delivery to any internationally recognized overnight delivery service, or(iv) seven (7) days after it is Deposited in the India postal services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective Parties at the address first indicated herein.

ii) Successors and Assigns:
This supply/Work order shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

iii) Waiver:
No waiver of any term, provision or condition of this Supply/Work order shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of the supply/Work order, unless specifically so stated in such written waiver.

iv) Compliance with Directions:
The Successful bidder shall comply with the directions issued from time-to-time by the - Managing Director of the CGSCSCL while discharging the duties under this Supply/Work order.

v) VOLUME OF WORK:
No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this supply/Work order, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Service Provider and as given in the annexure-II to this auction. It should be clearly under stood that no guarantee is given on the volume of work.

vi) LIABILITY FOR PERSONNEL: -
All persons employed by the successful bidder shall be engaged by him as own employees in all respects, and all rights and liabilities under the Labour Code and Social Security code as notified by Govt of India including Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, as amended in respect of all such personnel shall exclusively be that of the successful bidder. The successful bidder shall be bound to indemnify

Scanned with OKEN Scanner

the CGSCSCL against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the successful bidder or not.

successful bidder shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws etc.,

vii) CORRUPT PRACTICES:

Any bribe, commission, or advantage offered or promised by or on behalf of the successful bidder to any officer or official of the CGSCSCL will (in addition to criminal liability which the successful bidder may incur) terminate this contract. Canvassing on the part of, or on behalf of, the successful bidder will also make his contract liable for termination. **As per annexure VIII**

viii) SUBLETTING:

The successful bidder shall not sublet, transfer, or assign the Contract, or any part thereof.

ix) OBSERVANCE OFLAW:

The successful bidder shall be bound by all laws, orders, etc., in force or issued by the Central or State Government from time-to-time and shall be solely liable for any penal consequences that may incur due to violation by the successful bidder of any law, orders, etc., in force.

X) INTERPRETATION:

In case of any ambiguity or dispute regarding interpretation of any clause(s) ofthis auction document, - MD, CGSCSCLs interpretation will be treated as final and binding.

xi) FORGERY OF SIGNATURES:

The successful bidder or his/her/their representative shall obtain the acknowledgements from the recipient of stocks and the same should tally with the specimen signatures available with the DMs. If it is found that the signature is forged or signed by some other persons as of the Successful bidder/ representative, the supply/Work order is liable for cancellation apart from recovery of damages from the security Deposit.

21 CONTRACT PERIOD:

The successful bidder shall remain in force for a period from the date of appointment as entrusted by Government from time to time allotted and entrusted to the Successful bidder during the above period of supplies.

Scanned with OKEN Scanner

22. INDEMNITY:

The Successful bidder shall defend, indemnify and hold NeML and CGSCSCL harmless during and after the auction against any and all liabilities, damages, claims, fines, penalties, actions, Processer/Traders and expenses of any nature arising out of, resulting from any violation of any laws by the Successful bidder or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the auction.

23. NCDEX e-MARKETS LTD DISCLAIMER:

a. NCDEX e Markets Limited (NeML) is involved only in reverse auction of the transaction for the goods or services and not involved in post-auction activities such as ensuring timely delivery of the stock by winning bidder(s), generation of DO (delivery order), payment to the suppliers etc.

b. NeML shall undertake Pre-auction activities such as registration of participants, collection of KYC documents as per RFP eligibility criteria.

c. NeML shall collect Earnest Money Deposit (EMD) from the technical quality applicants prior to auction. The EMD of L1 will be transfer to CGSCSCL, after deduction of Transaction charges (TC) plus GST on the trade value and is not part of the total consideration.

d. After winner declaration by CGSCSCL, NeML will immediately deduct the applicable TC plus GST irrespective of post auction activity, default by winner bidder and any other unforeseen circumstances.

e. In lieu of e-auction services provided, NeML will charge service fees @1% of the trade value plus GST from the successful bidders. Hence, the TC shall be fixed on the price discovery value of commodities/ Value Service. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside the NeML platform.

f. The reverse auction through NeML e-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer/service receiver and seller/service provider to accept the auction price. CGSCSCL may negotiate with counter party and send email to L1 bidder to match the counter price offer. CGSCSCL may communicate such counter price offer details to the NeML for further follow-up with the L1 bidder/bidders. It is understood between the parties that the actual transaction of purchase/sale or service takes place between the parties outside the electronic portal of NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction.

g. Except for reverse auction, NeML is not responsible for facilitating physical movement, payments and related activities of commodities or service for which the e-auction is conducted.

h. NeML shall not be responsible for the delay in payment to the supplier.

i. The buyer/service receiver and seller/service provider shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other

Scanned with OKEN Scanner

laws, regulations, act etc. as applicable to the Buyer and Seller. Further there shall be no role of NeML in the qualitative and quantitative aspects of the commodities auctioned. If there be any dispute regarding the qualitative and quantitative aspects of the commodities, NeML shall not be responsible for the same and NeML shall not be made party in such dispute/litigation etc.

j. Further NeML is acting only as a reverse auction service provider for this e-auction services and shall not be a party to the contract between the buyer/service receiver and seller/service provider and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequently to this e-auction.

k. NeML will be providing e-Auction platform for the purpose of reverse auction. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the auction/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this auction and further any disputes between buyer/service receiver and seller/service provider shall have to be resolved mutually by the parties without any recourse to NeML.

24. JURISDICTION

All Civil suits arising under this agreement should be subject to the jurisdiction of the Courts where CGSCSCL Head Office is situated.

We have carefully and fully gone through the terms and conditions of this auction. We agree to the terms and conditions as detailed in section 1 to 52 of the above Auction document.

Date:

Seal:

MANAGING DIRECTOR

Place:

Signature of Applicant

Date:

Name: _____

Seal:

Scanned with OKEN Scanner

Annexure-I

APPLICATION FORM FOR SUPPLY OF

Sr. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant/Organization	
2	Constitution	□ Individual
		□ Sole Proprietorship
		□ Partnership Firm/LLP
		□ Corporate Entity
		□ Co-operative Society
		□ Govt. Company / Govt Organization
3	Date of Birth(For Individual)	
	Gender (Male/Female)	
	Date of Incorporation	
	Date of Registration	
4	PAN Card Number	
5	GST Number (if registered for multiple states provide separate list)	
5.A	FASSAI license copy	
6	Tax Account Number (TAN) (for TDS Credit)	
7	Type of Registration :	□ Single Commodity
		□ Multiple Commodity
7 a.	Name of Segment in case of Single commodity(refer list)	
8	**Details of the Bank Account of Applicant**	
8 a.	Bank Account Number	
8 b.	Bank Name	
8 c.	Branch Name And City	
8 d.	IFSC Code	

⊗Initials Please

Scanned with OKEN Scanner

9	**Registered Office Address**	
9 a.	City	
	District	
	State	
	Pin Code	
9 b.	Contact Person's Name	
9 c.	Designation	
9 d.	Telephone Number	
9 e.	Mobile Number	
9 f.	Email Id	
10	**Address for Communication**	
	Same as Registered Address (YES/NO)	
10 a.	City	
	District	
	State	
	Pin Code	
10 b.	Contact Person's Name	
10 c.	Designation	
10 d.	Telephone Number	
10 e.	Mobile Number	
10 f.	Email Id	
11	**Details of Authorized Person**	☐ Individual
		☐ Proprietor
		☐ Managing Partner
		☐ Managing Director
		☐ Chief Executive Officer
		☐ Chairman/Secretary
		☐ Others Please Specify

⊗Initials Please

Scanned with OKEN Scanner

11 a.	Name of Authorized Person	
11 b.	PAN Number of Authorized Person	
11 c.	Address of Authorized Person	
11 d.	Email Id of Authorized Person	

DECLARATION-

I/We here by state that the above-mentioned particulars and supporting documents here to are true, correct and complete to the best of my/our knowledge and information and Further I/We state that I/We agree and accept to abide by the General Terms and Conditions of NeML as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on NeML platform including any communication, notifications, instructions or guidelines issued by NeML from time to time.

Aadhar Consent

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options for establishing identity with officially valid documents other than Aadhaar. I confirm that all alternative options were given to me by NeML and agree and consent that NeML may store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third party entities, for establishing my identity & carry in govt verification, if required, for rendering various facilities & services of/through NeML in accordance with the applicable law.

Sign and Stamp:

Name :

Designation

Place and Date :

Scanned with OKEN Scanner

Annexure-II

Group wise estimated quantity of Machine Clean Whole Chana

Sr. No.	No. of Group	District under Group	Estimated 5 Month Requirement (Nov-24 to March-25) in MT	Minimum Processing Capacity in MT/Day	Minimum Average Turnover (Rs. Cr)required in any 3 FYs out of last 5 FYs	EMD	SD after adjustment of EMD
1	GROUP-1	Bastar, Bijapur, Dantawada, Kanker, Kondagaon,Narayanpur,Sakuma,	7225	135 MT	Rs.25 Cr	3.28%	5%
2	GROUP-2	Kanker, Balod, Kanwardha, Kheragarh-Chuikhadan-Gandai, Mohala-Manpur-Ambagarh-Chouki, Dhamtari, Gariyaband, Mahasamund	7405	140 MT	Rs.30 Cr	3.28%	5%
3	GROUP-3	Baloda Bazar-Bhatapara, Bilaspur,Gourela-Pendra-Marwahi, Sakti, Korba	6470	120 MT	Rs.20 Cr	3.28%	5%
4	GROUP-4	Sarangarh-Bilaigarh, Raigarh, Jashpur, Sarguja	8925	165 MT	Rs.40 Cr	3.28%	5%
5	GROUP-5	Balrampur,Koria,Manendragarh-Chirmiri-Bharatpur,Surajpur	7530	140 MT	Rs.35 Cr	3.28%	5%

Note : Group/District wise quantity Details given Below :

Scanned with OKEN Scanner

Group-1

(District- Bastar, Bijapur, Dantewada, Sukma, Kondagaon)

S.NO.	District	S.No.	Issued Centre	Estimated quantity (MT)/Month for the year 2024-25 e-Auction	District wise Monthly Requirement
1	2	3	4	5	6
1	Bastar	1	Karpavand	90.00	458.00
		2	Jagdalpur	160.00	
		3	Bastar Ghatlohanga	98.00	
		4	Keshalur	110.00	
2	Bijapur	5	Bijapur	70.00	180.00
		6	Bhopalpatnam	39.00	
		7	Bhairamgarh	39.00	
		8	Usur – Aavapalli	32.00	
3	Dantewada	9	Geedam	57.00	197.00
		10	Dantewada	94.00	
		11	Kuakonda	46.00	
5	Kondagaon	12	Keshkal	107.00	347.00
		13	Kondgaon	121.00	
		14	Badedongar	57.00	
		15	Maakdi	62.00	
6	Narayanpur	16	Narayanpur	78.00	78.00
7	Sukma	17	Konta	33.00	185.00
		18	Sukma	114.00	
		19	Dornapal	38.00	
Grand Total:-				1445.00	
Quantity required for the 5 month – in MT				7225.00	

Scanned with OKEN Scanner

Group-2

(District- Kanker,Balod,Kavardha,Khairagarh - Chuikhadan - Gandai,Mohla-Manpur-Ambagarh-Chowki, Dhamtari, Gariaband, Mahasamund)

S.NO.	District	S.No.	Issued Centre	Estimated quantity (MT)/Month for the year 2024-25 e-Auction	District wise Monthly Requirement (MT)
1	2	3	4	5	6
1	Kanker	1	Antagarh	43.00	419.00
		2	Amabeda	12.00	
		3	Kanker	64.00	
		4	Charama	61.00	
		5	Narharpur	61.00	
		6	Pakhanjoor	89.00	
		7	Bhanupratappur	89.00	
2	Balod	8	Dondi	86.00	86.00
3	Kawardha	9	Bodla	86.00	86.00
4	Khairagarh - Chuikhadan - Gandai	10	Khairagarh	35.00	35.00
5	Mohla-Manpur-Ambagarh-Chowki	11	Manpur	51.00	171.00
		12	Mohla	50.00	
		13	Chowki	70.00	
6	Dhamtari	14	Dhamtari	25.00	130.00
		15	Nagari - Sihawa	105.00	
7	Gariaband	16	Gariaband	173.00	278.00
		17	Devbhog	58.00	
		18	Mainpur	47.00	
8	Mahasamund	19	Pithora	52.00	276.00
		20	Basna	82.00	
		21	Bagbahra	67.00	
		22	Mahasamund	51.00	
		23	Saraipaali	24.00	
Grand Total:-				1481.00	
Quantity required for the 5 month – in MT				7405.00	

Scanned with OKEN Scanner

Group-3					
(District- Balodabazar-Bhatapara, Bilaspur, Gorela-Pendra-Marwahi,Sakti,Korba)					
S.NO.	District	S.No.	Issued Centre	Estimated quantity (MT)/Month for the year 2024-25 e-Auction	District wise Monthly Requirement
1	2	3	4	5	6
1	Balodabazar-Bhatapara	1	Kashdol	59.00	59.00
2	Bilaspur	2	Kargi Road	183.00	183.00
3	Gorela-Pendra-Marwahi	3	Pendraroad	163.00	268.00
		4	Marwahi	105.00	
4	Sakti	5	Sakti	33.00	33.00
5	Korba	6	Katghora	280.00	751.00
		7	Korba	334.00	
		8	Pali	137.00	
Grand Total:-				1294.00	
Quantity required for the 5 month – in MT				6470.00	

Scanned with OKEN Scanner

Group-4

(District- Sakti, Sarangarh-Bilaigarh, Raigarh, Jashpur, Surguja)

S.NO.	District	S.No.	Issued Centre	Estimated quantity (MT)/Month for the year 2024-25 e-Auction	District wise Monthly Requirement (MT)
1	2	3	4	5	6
1	Sarangarh-Bilaigarh	1	Barmakela	23.00	80.00
		2	Sarangarh	30.00	
		3	Bilaigarh	27.00	
2	Raigarh	4	Kharsinya	111.00	459.00
		5	Gharghoda	118.00	
		6	Dharamjaigarh	136.00	
		7	Raigarh	10.00	
		8	Lailunga	84.00	
3	Jashpur	9	Kunkuri	75.00	584.00
		10	Jashpur	132.00	
		11	Pathalgaon	139.00	
		12	Bagicha	138.00	
		13	Farsabahar	100.00	
4	Sarguja	14	Ambikapur	314.00	662.00
		15	Sitapur	187.00	
		16	Lakhanpur	161.00	
Grand Total:-				1785.00	
Quantity required for the 5 month – in MT				8925.00	

Scanned with OKEN Scanner

Group-5					
(District- Balrampur, Korea, Manendragarh - Chirmiri - Bharatpur, Surajpur)					
S.NO.	District	S.No.	Issued Centre	Estimated quantity (MT)/Month for the year 2024-25 e-Auction	District wise Monthly Requirement (MT)
1	2	3	4	5	6
1	Balrampur	1	Jawaharnagar	100.00	532.00
		2	Kusmi	101.00	
		3	Ramanujganj	66.00	
		4	Wadrafnagar	127.00	
		5	Sanawal	61.00	
		6	Rajpur	77.00	
2	Korea	7	Bankunthapur	188.00	188.00
3	Manendragarh-Chirmiri-Bharatpur	8	Chirmiri	65.00	232.00
		9	Janakpur	78.00	
		10	Manendragarh	89.00	
4	Surajpur	11	Vishrampur	146.00	554.00
		12	Surajpur	298.00	
		13	Pratappur	110.00	
Grand Total:-				1506.00	
Quantity required for the 5 month – in MT				7530.00	

Scanned with OKEN Scanner

Annexure-III

The List of notified FSSAI Labs for testing can access from the below Link :

URL : https://www.fssai.gov.in/

Scanned with OKEN Scanner

ANNEXURE-IV

Contact Details of The District Manager's (CGSCSCL)				
Sr. No.	District	District Manager	Mobile No	Telephone/Fax No
1	Balodabazar	Shri Nitin Deewan	98936-39413 91312-82733	
2	Gariyaband	Shri Kiran Kumar Rai	99932-32448	7706241210
3	Mahasamund	Shri Vinod Budhicha	79871-53103	7723224215
4	Dhamtari	Shri Vijay Nigam	79747-57318	07722237656/ 238656
5	Bilaspur	Shri Sanjay Tiwari	94252-19853 88179-03456	07752270278/ 406253
6	Korba	Shri Umesh Pandey	83196-29600	7759227949
7	Raigarh	Shri Suryakant Shukla	79871-29393	7762224296
8	Jashpur	Shri Anil Sahare	97540-01050	07763220251/ 220811/ 220599
9	Ambikapur	Shri Jyoti Prakash Tirki	88391-33257	7774235263
10	Koria	Shri Sandeep Sharma	98271-99550	7836232628
11	Surajpur	Shri Sameer Tirki	79991-87501	7775266143
12	Balrampur	Shri Dinesh Kumar Ojha	99261-28538	
13	Kabeerdham	Shri A.D. Bhaskar	62610-17214	07741233310/ 233190
14	Balod	Smt. Shalnee Gawel	99938-52699	07749223888/ 222409/ 4222126
15	Jagdalpur	Shri Jasbeer Singh Makkad	94063-71003	07782222169/ 224703/ 224860
16	Kanker	Shri Akash Rahi	94077-11484	07868241463/ 241913/ 222930
17	Kondagaon	Smt. Anjana Khakha	98279-62668	7786242031
18	Narayanpur	Shri K.K. Oike	93405-52239 94242-75925	7781252852
19	Dantewada	Shri N.K. Mishra	98271-98044	7856252291
20	Sukma	Shri Anand Akka	94062-92390	7864284431
21	Bijapur	Shri Shyamlal Khairwar	70248-71983	07853220178/ 220177
22	Pendra-Marwahi	Shri Dhananjay Madankar	98261-40946	
23	Sarangarh-Bilaigarh	Shri Ghanshyam Kashyap	96443-31501 79875-66781	
24	Sakti	Shri Vidyasagar Gopal	87180-05550	
25	Kheragarh	Smt. Neelema Thakkar	98278-95222	
26	Mohala-Manpur-Chouki	Shri Indra Kumar Patel	94061-27493	
27	Manendragarh	Shri Pradeep Khampariya	98271-99550	

Scanned with OKEN Scanner

ANNEXURE-V

CERTIFICATE OF COMMERCIAL PRODUCTION OF

(To be furnished in Rs.100/- Non-judicial stamp paper)

I/We here by certify that M/s_____,Address.....

having processing unit/Join Venture unit at_____has started commercial production w.e.f_____.

The Installed/Join Venture Capacity of Unit is_____MT per Day

Electric Connection _____KW.

FSSAI Central Licence No._(The Copy of license issued by component authority required of the Applicant Firm as well as Joint Venture Firm if any)

Milling Capacity of the Applicant Firm/ with Joint Venture Firm

Sr.No	Particulars(Name of Firm/JV Firm)	Capacity Qty (In MT)	Electric Connection (KW)
	TOTAL		

DATE:

SEAL:

SIGNATURE OF THE APPLICANT FIRM

Scanned with OKEN Scanner

ANNEXURE-VI

(To be furnished in Rs.100/- Non-judicial stamp paper) AFFIDAVIT

(To be attested by Notary Public)

I,.....,S/o Sri.....,R/o.....do

Here by solemnly affirm and declare as under:

1. That I am the sole proprietor/authorized partner/signatory of M/s.....
2. That neither me/ my firm/Company/ Society nor any of the partners/Directors/Members has ever been blacklisted by any Central Govt.Ministry/Department, State Govt. or Semi-Govt. or Co-operative Department/Institution/PSU/Board/CGSCSCL.
3. That neither me/ my firm/Company / Society nor any of the partners/Directors/Members are under any litigation on account of quality test failure with any of the State/ Central Govt. or Co-operative Department/ Institution ,PSU/Board/CGSCSCL.
4. That I/my firm/Company/Society shall abide by the Terms & Conditions of the auction as laid down by CGSCSCL.

Dated:..... Depotnent

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my Knowledge and belief and nothing has been concealed the rein.

Dated:..... Depotnent

Scanned with OKEN Scanner

ANNEXURE-VII

DECLARATIONFORM ON LETTERHEAD

A) I/We..... Have Our

..... Office At ..... do here by declare that i/we have carefully read all the conditions of RFP invited by the - Managing Director, CGSCSCL, Raipur for supply of machine clean chana whole (s) in 1kg packet form, with secondary packing in 50 kg new polypropylene (pp) bags to buffer godowns/ Depot/center and other destinations of the respective districts under group. We undertake as under: -

1. That the supplied to CGSCSCL would be Strictly conform to the specifications as mentioned in the RFP Clause 10 and as per schedule commencing immediately from the date of receipt of Work orders from CGSCSCL
2. That we will abide by all the conditions set forth.
3. To take back the rejected quantity due to nonconforming to specifications, by the CGSCSCL at our own cost and replace the same.
4. That the Shelf life of would be 6 months from the date of the Processing.
5. That the downloaded the RFP from www fcs.cg.gov.in have not been tampered / modified in any manner. In case, if the same is found to be tampered /modified, I/We understand that my / our bid will be summarily rejected and full EMD will be forfeited and I/We, am/are liable to be banned from doing business with CGSCSCL for period of Three (03) Years.

SIGNATURE OF THE APPLICANT

DATE:

NAME OF THE
ORGANISATIONA
ND ADDRESS:

Scanned with OKEN Scanner

Annexure – VIII

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on .....day of the month.....20....., between, the Government of Chhattisgarh acting through Shri.....(Designation of the officer, Department) Government of Chhattisgarh (here in after called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri .....Chief Executive Officer(hereinafter called the "BIDDER/Seller." which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to :-

2.1 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following :-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular

Scanned with OKEN Scanner

BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour of disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The BIDDER, further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or In any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

Scanned with OKEN Scanner

4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify BIDDER,s exclusion from the tender process.

5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1 Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

Scanned with OKEN Scanner

(i) Bank Draft or a Pay Order in favour of .....

(ii) A confirmed guarantee by an India Nationalised/Scheduled Bank, promising payment of the guaranteed sum to the .....(BUYER)..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

6.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required :-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue. .....

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also utilized to recover the aforesaid sum and interest.

Scanned with OKEN Scanner

(v)To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to payment, already made by the BUYER, along with interest.

(vi)To cancel all or any other contract with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii)To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii)To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender, Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependant upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

Scanned with OKEN Scanner

8. FALL CLAUSE

8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITERS

9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentially.

9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designed by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information to the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

Scanned with OKEN Scanner

12. OTHER LEGAL ACTION

This actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire afte4r six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at.....on .....

BUYER	**BIDDER**
Name of the Officer	**CHIEF EXECUTTIVE OFFICER**
Designation	
Department/PSU	
Witness	**Witness**
1.....	**1**.....
.....	.....
2.....	**2**.....
.....	.....

Scanned with OKEN Scanner

Annexure – IX

NET 50 KG

छ0ग0स्टेट सिविल सप्लाईज कार्पो.लिमि.

" ब्लाक नंबर–7 ए, द्वितीय तल, आफिस कॉम्प्लेक्स, सेक्टर–24,
मुख्यालय अटल नगर, नवा रायपुर (छ.ग.)

बैग का आंतरिक साईज 57 CM X 100 CM

वित्तीय वर्ष 2024–25

स्वादिष्ट चना

"छत्तीसगढ़ खाद्य सुरक्षा एवं पोषण अधिनियम 2012 के अंतर्गत अनुसूचित विकासखण्ड एवं माडा क्षेत्र के हितग्राहियों को वितरण के लिये"

पैकिंग माह .....

Net Weight 1kg

स्वादिष्ट चना

वित्तीय वर्ष 2024–25
भारतीय खाद्य सुरक्षा और मानक प्राधिकरण का
लायसेंस क्रमांक .....

"छत्तीसगढ़ खाद्य सुरक्षा एवं पोषण अधिनियम 2012 के अंतर्गत अनुसूचित विकासखण्ड एवं माडा क्षेत्र के हितग्राहियों को वितरण के लिये"

" Not For Retail Open Market Sale"

गरीबों को दिया जाने वाला . चना
दर – 5/–रूपये
प्रति किलो
(समस्त करों सहित)
शासन का संकल्प

वितरक :– छत्तीसगढ़ स्टेट सिविल सप्लाईज कार्पोरेशन लिमिटेड, ब्लाक नंबर–7 ए, द्वितीय तल, आफिस कॉम्प्लेक्स, सेक्टर–24, मुख्यालय अटल नगर, नवा रायपुर (छ.ग.)

पालियिन ग्रेड–60 माइक्रॉन, निर्माता/पैकिंगकर्ता का नाम एवं पूर्ण पता : .....
बैच क्रमांक ..... पैकिंग माह .....
पैकिंगकर्ता एवं स्थान का नाम .....

पैकिंग की माह से 06 माह तक उपयोग में लायें

50 Page

सामग्री : साबुत चना
सामान्य जानकारी

चना में पाए जाने वाले मुख्य पोषक तत्व प्रति 100 ग्राम (अनुमानित मात्रा)

ऊर्जा (कैलोरी)	360
प्रोटीन (ग्राम)	17.1
वसा (ग्राम)	5.3
लोहा (मि.ग्रा.)	10.2
विटामिन ए (माईक्रोग्राम)	189

वितरक

छत्तीसगढ़ स्टेट सिविल सप्लाईज कार्पोरेशन लिमिटेड

ब्लाक नंबर–7 ए, द्वितीय तल, आफिस कॉम्प्लेक्स, सेक्टर–24,
मुख्यालय अटल नगर, नया रायपुर (छ.ग.)
GST No.- 22AACCC1772C1ZB

निर्माता / पैकिंगकर्ता

.....

.....

FSSAI No.- .....
GST No.- .....

कार्य स्थल :

.....

.....

.....

संपर्क :
टोल फ्री नंबर
1800–233–1967 एवं 1800–233–3563

Scanned with OKEN Scanner

ANNEXURE – X

AGREEMENT FORMAT

करार
नमूना प्रति
(एक हजार रूपये मूल्य का गैर न्यायिक मुद्रांक पत्र)

पक्ष क्रमांक 1 – छत्तीसगढ़ स्टेट सिविल सप्लाईज कार्पोरेशन लिमिटेड, ब्लाक नंबर–7 ए, तल, आफिस कॉम्प्लेक्स, सेक्टर–24, मुख्यालय अटल नगर, नवा रायपुर (छ.ग.)
पक्ष क्रमांक 2 – ..... (प्रदायकर्ता)

समूह क्रमांक–(.....) (जिले.....)
के लिए चना क्रय क्रमांक ..... हेतु स्वीकृत दर रूपये .....
अक्षरी– रूपये ..... प्रति टन

छत्तीसगढ़ स्टेट सिविल सप्लाईज कार्पोरेशन लिमिटेड, नवा रायपुर पक्ष क्रमांक 1 द्वारा पत्र क्रमांक .....द्वारा चना प्रदाय के लिए आमंत्रित ई–ऑक्शन प्लेटफार्म क्रमांक ..... दिनांक ..... में प्राप्त न्यूनतम निविदा दर का जारी स्वीकृति पत्र क्रमांक/..... ..... दिनांक ..... के अनुसार पक्ष क्रमांक 2 द्वारा वित्तीय वर्ष ..... के लिए सार्वजनिक वितरण प्रणाली हेतु राज्य के समूह क्रमांक– (...) (जिले..... .....) हेतु ..... जिलो के प्रदायकेन्द्रो/गोदामों में पक्ष क्रमांक 01 द्वारा निर्धारित प्रदाय केन्द्रों तक प्रदाय करने के लिए रूपये ..... अक्षरी रूपये .... प्रति टन की दर निर्धारित किया गया है । आज दिनांक ..... दिन ..... को यह अनुबंध पक्ष क्रमांक 01 प्रबंध संचालक, छत्तीसगढ़ स्टेट सिविल सप्लाईज कार्पोरेशन लिमिटेड, नवा रायपुर तथा पक्ष क्रमांक 02 ..... (प्रदायकर्ता) की ओर से निदेशक श्री ..... निवासी .... के मध्य वित्तीय वर्ष 2024–25 के इस निविदा दस्तावेज के साथ पृष्ठ 01 से 52 तक में वर्णित नियम, शर्तों एवं अन्य उल्लेखित शर्तों के अधीन अनुबंध निष्पादन किया जाता है।

(संविदाकार)
यह हैसियत, जिसमे यह हस्ताक्षर कर रहा है

कार्पोरेशन की ओर से
अधिकृत अधिकारी के हस्ताक्षर

साक्षी :–
(1) .....
(2) .....

साक्षी –
(1) .....
(2) .....

Scanned with OKEN Scanner