# REQUEST FOR PROPOSAL

# Empanelment of Buyers of Rice

## Tender for sale of Rice of Chhattisgarh State Civil Supplies Corporation Ltd through e-Auction Platform

**Tender for Sale of Rice procured under Decentralised Procurement Programme by CGSCSC Ltd for Government of Chattisgarh**

## 1. Introduction

The Chattisgarh State Civil Supplies Corporation (CGSCSC) is a Government Company registered under companies Act-1956 having its registered office at Hitvada Campus,Avanti Vihar,Telibandha,Raipur,ChattisGarh- 429001 has invited applications from eligible buyers for registration to participate in e-Auction for purchase of Rice.

1.1 At the instance of Government of Chattisgarh, The Chattisgarh State Civil Supplies Corporation has Procured Rice Under the Decentralised Procurement Programme and the Surplus Rice Is Now being Auctioned through NCDEX Spot Exchange Ltd

1.2 The CGSCSC Ltd will be the nodal agency for the purpose of sale of Rice procured under Decentralised Procurement Scheme

1.3 The CGSCSC Ltd who was involved in procurement of Rice under the Decentralised Programme shall be called as Seller.

1.4 The CGSCSC Ltd has entrusted the Sale to NCDEX Spot Exchange Ltd., for conducting electronic auction system.

1.5 The CGSCSC Ltd under whose custody the stocks are held, has invited applications from the eligible applicants for enrolment as registered buyers for purchase of Rice.

1.6 The procedure for enrolment and registration of buyers, terms and conditions of purchase of Rice is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website http://cgstate.gov.in for the information of participants.

## 2 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

(Please refer Annexure 1 for application)

2.1 Self attested copy of Trader License issued by competent authority/APMC or certification of incorporation, if any

2.2 Self attested copy of Annual report (Balance sheet and Profit & Loss account) for past three years, Self-attested copy of Income Tax returns for past three years with a self-attested copy of PAN card. In case of newly established firm or the existing firms which have recently started to deal in business of Rice/Commodities, a provisional Balance sheet and Profit and Loss account for the previous quarter/half year with a limited review duly certified by the Auditor/Charted Accountant need to be submitted.

2.3 Certificate of registration under VAT, State / Central Sale

s Tax Act, Service Tax Act as applicable

2.4 An affidavit regarding

2.4.1 Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

2.4.2 Not having been black listed by any organization or Government for non-performance of contractual obligation.

2.5 In case of partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant. In case of Cooperative / corporate body copy of the letter of authority duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.

2.6 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhar Card self-attested copy should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the competent authority.

2.7 Bank account details of firm/person, type of account held, account number, name of the bank, address, IFSC code, along with a copy of the first page of Pass book with the signature of applicant duly attested by Bank Manager.

2.8 One set of documents to be enclosed to application for enrolling as participant on NCDEX Spot Exchange Ltd. The format of application is furnished vide Annexure- 1.The applicant has to sign all the pages of tender document duly stamped and submit along with relevant documents and attach the same to duly filled applications. Applications without valid documents will be rejected and kept pending for registration.

2.9 A DD in favour NCDEX Spot Exchange Ltd, payable at Mumbai for Rs.2000/- and Service Tax (12.36%) towards registration fee to enroll on NCDEX Spot Exchange Ltd for participation in e-auction shall be enclosed along with the application separately.

2.10 The application for registration with relevant Annexures can be downloaded from the website Requests for forwarding applications through post / couriers will not be entertained.

2.11 The interested applicants may also visit website www.ncdexspot.com for any relevant information regarding enrolment as participant on NCDEX Spot Exchange Ltd. Interested participants can also contact the Customer Service Group on phone numbers **(022) 66473153/54**

2.12 Those who have already registered as Commodity Participants/Members on NCDEX Spot Exchange Ltd and who have renewed their membership for the current financial year need not separately register with NCDEX Spot Exchange. However they shall submit duly signed tender document for having accepted the terms and conditions of the tender to participate in the proposed e-auction.

## 3. EVALUATION OF APPLICATION FOR REGISTRATION.

3.1 The completed applications along with relevant documents and fee / registration charges shall be submitted on or before at the following addresses.

**NCDEX SPOT EXCHANGE LTD**
**UNIT NO 9-13, 1 FLOOR,**
**KAILASH COMMERCIAL COMPLEX,**
**LBS ROAD ,VIKHROLI(W),**
**MUMBAI - 400083**

3.2 In order to facilitate empanelment of buyers and to encourage their participation, the applications received after will also be accepted for empanelment. However the registration for empanelment for the year 2014-15 shall be kept open throughout the year till further notice or till stocks last. The applications received after , 2014 will also be scrutinized on periodic basis and the eligible Participants will be allowed to participate in subsequent e-auctions conducted if any. CGSCSC Ltd has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website http://cgstate.gov.in

3.3 The applicants who fulfill the eligibility criteria will be enrolled as registered buyers of Rice and will be issued with registration number / user ID and password by NCDEX Spot Exchange Ltd. The enrolled applicants are advised

to change the password immediately after receipt of same. They shall always and never disclose the password to anyone to protect the secrecy in their own interest.

3.4 All registered buyers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX Spot Exchange Ltd as and when scheduled. The electronic auction platform will scrutinize the financial bids and bid winners will be declared based on the highest offer in respect of specified lots offered for sale subject to terms and conditions detailed in this document.

3.5 CGSCSC Ltd reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability

## 4. SCHEDULING OF E-AUCTIONS.

4.1 The schedule of e-Auction, type of e-Auction and details of warehouse wise auction, date and timings will be published on the website http://cgstate.gov.in

4.2 All registered buyers are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.

## 5. QUALITY OFFERED FOR SALE

5.1 The quality of Rice offered for sale is on "**as is where is basis**". The interested buyers, if they desire, may visit the warehouses for inspection of Rice stocks with prior intimation to CGSCSC Ltd before participating in e-Auction. The details of contact persons are available in Annexure 3 for intimating regarding visit to warehouse for quality inspection of stock. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction.

## 6. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX SPOT EXCHANGE LTD. PLATFORM.

6.1 The NCDEX Spot Exchange Ltd, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the exchange and CGSCSC LtD., They will be allotted with member ID and password by NCDEX Spot Exchange Ltd.

6.2 The registered buyers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.

6.3 The exchange in consultation with CGSCSC Ltd, will schedule the auctions for each lot or warehouse wise and such details viz., e-auction calendar will be published on the website of CGSCSC Ltd. .The registered buyers are requested to go through the auction calendar carefully before participating

in e-Auction.

6.4 The registered buyers shall not be intimated individually regarding the e-auctions. However the registered buyers may contact CGSCSC Ltd., Head office located at Raipur for obtaining details of schedule of e-auctions.

6.5 Alternatively the registered buyers may contact the Customer Service Group on phone numbers **(022)66473153/54** of NCDEX Spot Exchange Ltd for information on schedule of e-Auction. The registered buyers shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website (http://cgstate.gov.in )in their own interest, rather than depending on other mode of information sources.

**6.6** The registered buyers need to deposit 5% (Five per cent) of the bid value of goods as interest free refundable EMD (margin money) with the NCDEX Spot Exchange Ltd account to participate in the e-auctions as given below by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate.

**NCDEX Spot Exchange Ltd Bank Account Details**

| Bank Name | Settlement Account | IFSC Code | Branch Name |
|---|---|---|---|
| HDFC Bank | 00990690013043 | HDFC0000060 | Fort, Mumbai |
| | | | |
| Axis Bank | 004010202176811 | UTIB0000004 | Fort, Mumbai |
| | | | |
| Bank of India | 008620110000781 | BKID0000086 | Fort, Mumbai |
| | | | |
| Punjab National Bank | 0082002100071810 | PUNB0008200 | Bandra, Mumbai |
| | | | |
| State Bank of India | 30760960198 | SBIN0011777 | Fort, Mumbai |
| | | | |
| Central Bank of India | 3244662932 | CBIN0284082 | Capital Market Branch |
| | | | |
| Kotak Mahindra Bank | 0111410712 | KKBK0000958 | Nariman Point, Mumbai |
| | | | |
| Canara Bank | 2426246025044 | CNRB0002426 | NSE BR. FORT MUMBAI |
| | | | |

6.7 The bidder member should intimate NCDEX Spot Exchange for the transfer of funds and update the details on the CSTracker Module- **https://cst.nspot.in** in the prescribed manner (Contact Customer Service

Group on +91 22 66473153/54)

6.8 The bidders shall be allowed by NCDEX Spot Exchange Ltd. to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX Spot Exchange Ltd. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.

6.9 Only the EMD (Margin Money) of the winning bidders, who get a partial or full allocation, would be blocked by NCDEX Spot Exchange. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NCDEX Spot Exchange on the withdrawal request made by the bidder through CSTracker Module latest by one day from the day of close of E-Auction.

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

6.11 The bidders shall place their bids online on NCDEX Spot Exchange Platform https://market.nspot.in, the online trading system made available by NCDEX Spot as per the terms and conditions of the E-Auction.

6.12 Lot or warehouse wise Rice stock will be offered for Sale, as per the details specified in the Circular uploaded on web site http://cgstate.gov.in . The lots are rounded off to next higher MT and will be offered for Sale strictly on **"as is where is basis".** The evaluation and finalization of bids received shall be made on the basis of following criteria:

6.12. The e-Auction type for this category will be Yankee Forward Auction facilitated by Auction Engine. In this case the lots will be offered for bidding warehouse wise. The auction calendar for this category of e-Auction will be published in the web site . Buyer is entitled to bid for both quantity and price subject to following criteria:

i. Bidder shall ensure that he bids for both quantity and price while submitting the bid for a specified lot. A bidder while submitting the bid online has the option to increase bid price or increase bid quantity or both. This way he can modify his bid till the end of auction schedule. Auction platform will not allow the bidder to modify his bid once submitted to decrease the quantity or decrease the price bid or both. In case such modified bids are submitted the

same shall be rejected and the earlier valid bid prevails. Any bid by the Bidder which is not a better bid as compared to valid bid recorded on the system will also be rejected.

ii. Allocation happens based on price descending, quantity descending and time ascending priority.

iii. The highest price gets allocated bid quantity first. If two or more bidders have the same price, bid with higher quantity gets priority. If two or more bidders have the same quantity and same price, bidder who put in his bid first gets priority. Allocation of quantities will follow the above sequence till the closing time of auction.

iv. There will be a limit on quantity that a bidder is entitled to bid based on net EMD amount available after adjustments/deductions if any at the time of bidding. This will be determined as per Clause 6.6 and 6.9 above.

v. The minimum Price Bid increment or Tick size is One Rupee per quintal.

vi. Minimum bid quantity per auction would be 162 MTs and thereafter with an increment of 162 MT.

6.13 The stock of Rice stored at respective warehouses was processed from Paddy procured from farmers under Decentralsied Procurement Programme and the market fee of will be remitted to respective APMCs by CGSCSC Ltd in respect of stocks of Rice held in their custody.

6.14 The price quoted shall be per 100 Kgs (Quintal), Ex-warehouse basis for each lot and are:

a) Exclusive of cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other expenses incurred for taking delivery at respective warehouses. Such costs are to be borne by the successful bidder.

6.15 It is the liability of the buyer to pay any taxes including CST/VAT if any payable. Buyer has to insure the goods at his own cost. The storage charges as detailed in clause 7.1.11shall be to the account of buyer and remitted to the Exchange account separately. Buyer shall pay cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other incidental expenses incurred for taking delivery at respective warehouses.

6.16 The Bids of all Bidders who have participated in the E-Auction must remain valid for a maximum period of **seven working days** from the date of auction.

6.17 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal) for each auction. CGSCSC Ltd may specify, if desired a floor price/reserve price below which no bids may be accepted by NCDEX Spot Exchange Platform. The minimum tick size shall be Rs. 1/- (Rupee one only).

6.18 During an auction session, a bidder may modify his bid as per Clause 6.12 above. No cancellation of Bids shall be allowed during an auction session.

6.19 The final results of the E-Auction as declared by CGSCSC Ltd., are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of sale or non remittance of SD within the time schedule as per Clause 6.22 by the successful bidder shall result in the forfeiture of the EMD (Margin money).

6.20 Any bid placed using the bidders 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 NCDEX Spot Exchange, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under 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.

6.21 The Bid of the highest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by CGSCSC Ltd., subject necessary scrutiny within the validity period of bid. CGSCSC Ltd., shall evaluate the bids after conclusion of e-auction and has the right to reject any bid/bids including the highest bid if found not competitive. CGSCSC Ltd will upload the Circular on the status of e-Auction on its Official web site http://cgstate.gov.in at appropriate time and no individual communication will be sent to Bidders regarding the results of e-Auction. Bidders shall check the status of their bids by accessing the platform using their User ID and Password.

6.22 The Bidder whose bid has been accepted as per the Circular uploaded on the web site http://cgstate.gov.in shall arrange to transfer an amount equivalent to 5% (Five per cent) of the value of the order as interest free refundable security deposit ( SD), within One working day from the date of

Circular on the status of e-Auction, by way of electronic fund transfer to the NCDEX Spot Exchange Account detailed below. Nonpayment of Security Deposit within the given time would amount to violation of terms and conditions of Tender. In such an event the EMD amount of successful Bidder will be forfeited.

**NCDEX Spot Exchange Ltd Bank Account Details**

| Bank Name | Settlement Account | IFSC Code | Branch Name |
|---|---|---|---|
| HDFC Bank | 00990690013043 | HDFC0000060 | Fort, Mumbai |
| | | | |
| Axis Bank | 004010202176811 | UTIB0000004 | Fort, Mumbai |
| | | | |
| Bank of India | 008620110000781 | BKID0000086 | Fort, Mumbai |
| | | | |
| Punjab National Bank | 0082002100071810 | PUNB0008200 | Bandra, Mumbai |
| | | | |
| State Bank of India | 30760960198 | SBIN0011777 | Fort, Mumbai |
| | | | |
| Central Bank of India | 3244662932 | CBIN0284082 | Capital Market Branch |
| | | | |
| Kotak Mahindra Bank | 0111410712 | KKBK0000958 | Nariman Point, Mumbai |
| | | | |
| Canara Bank | 2426246025044 | CNRB0002426 | NSE BR. FORT MUMBAI |
| | | | |

6.23 CGSCSC Ltd and the NCDEX Spot Exchange 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 NCDEX Spot Platform / Exchange Platform https://market.nspot.in. In case of any technical problems at NCDEX Spot Exchange Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly. The details of rescheduled auctions will be uploaded on the web site of NCDEX Spot Exchange www.ncdexspot.com and http://cgstate.gov.in

6.24 The Request for proposal for empanelment of Buyers, the terms and conditions of Tender for sale of Rice, Amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email

Confirmation/Fax/Circular issued by the CGSCSC Ltd., shall constitute the terms and conditions of Contract between the Seller and the Buyer.

6.25 In case of successful bid of the buyer the margin money i.e. EMD will be refunded after taking full delivery of stocks by the successful buyer in accordance with the terms and conditions of tender and completion of the clearing and settlement process by NCDEX Spot Exchange Ltd.

6.26 In case of unsuccessful bid of the buyer the margin money i.e. EMD will be refunded the next working day by NCDEX Spot Exchange. The unsuccessful Bidder would submit the request on CSTracker module for refund of EMD. If buyer wishes to retain the EMD as margin money the same would be allowed by the NCDEX Spot Exchange Ltd., for participation in the subsequent e-auctions.

6.27 The successful bidders will be charged transaction charges of **0.4%** of the traded value and applicable **service tax** (at the rate of 12.36% on transaction charges) by NCDEX Spot Exchange.

6.28 NCDEX Spot Exchange Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX Spot Exchange Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 8 below.

## 7. Delivery Process:

7.1 The short listed buyer who qualifies in e-auction will be issued with digitally signed Delivery order by NSPOT and CGSCSC Ltd subject following conditions and process detailed hereunder:

7.1.1 The Buyer shall make the full payment for the awarded quantity within 20(Twenty) working days from the date of Circular issued by CGSCSC Ltd on the status of e-Auction. The amount payable would comprise value of the Rice lot awarded based on the accepted bid, and proportionate Transaction charges at the rate of 0.4 per cent on the value and applicable ST at the rate of 12.36 per cent on Transaction Charges and storage charges as may be applicable aper Clause 7.1.10 detailed below.

**7.1.2** The buyer has the option to split the quantity of awarded Lot and at best can generate maximum of three Delivery Orders subject to

condition that the complete payment is remitted through electronic fund transfer as per Clause 7.1.1 above to the following account.

| NCDEX Spot Exchange Ltd Bank Account Details |
|---|

| Bank Name | Settlement Account | IFSC Code | Branch Name |
|---|---|---|---|
| HDFC Bank | 00990690013043 | HDFC0000060 | Fort, Mumbai |
| | | | |
| Axis Bank | 004010202176811 | UTIB0000004 | Fort, Mumbai |
| | | | |
| Bank of India | 008620110000781 | BKID0000086 | Fort, Mumbai |
| | | | |
| Punjab National Bank | 0082002100071810 | PUNB0008200 | Bandra, Mumbai |
| | | | |
| State Bank of India | 30760960198 | SBIN0011777 | Fort, Mumbai |
| | | | |
| Central Bank of India | 3244662932 | CBIN0284082 | Capital Market Branch |
| | | | |
| Kotak Mahindra Bank | 0111410712 | KKBK0000958 | Nariman Point, Mumbai |
| | | | |
| Canara Bank | 2426246025044 | CNRB0002426 | NSE BR. FORT MUMBAI |
| | | | |

7.1.3 The payment remittance details (amount remitted, Bank, IFSC code, RTGS reference number etc.,) shall be entered in CSTracker Module https://cst.nspot.in in the prescribed manner in respect of each Delivery Order for the quantities intended for taking delivery. Buyer can access the CSTracker Module by entering his user ID and Password. Contact Customer Service Group on 022-66473153/ 54 for help.

7.1.4 The Buyer shall compulsorily enter details of authorized person (Name, Identity card number, Mobile number etc.,) who would be taking delivery on behalf of the Buyer in CSTracker Module. Once this process is completed on CSTracker NCDEX Spot Exchange will verify the details and confirm the receipt of payment by digitally affixing the signature online.

7.1.5 Delivery of stocks to such authorized person as per the details entered by the Buyer on CSTracker shall be at Buyers sole responsibility and risk. No claim shall lie against the concerned authority/warehouse

official on any account whatsoever.

7.1.6 The Seller will nominate nodal official to digitally sign the Delivery Order. They are entitled to verify the details online and affix their digital signature in respect of those stocks held under their custody. After completion of this process the Buyer can verify the status of Delivery Order request in CSTracker and if approved can generate and take the printout of Delivery Order one for his record and other copy for submission to Warehouse official.

7.1.7 The buyer has to get the printout of Delivery Order vetted by concerned nodal officer and then only arrange to depute authorized person for taking delivery.

7.1.8 The Buyer shall liaise with concerned warehouse Manager for allocating dates for taking delivery in accordance with delivery schedule specified in Delivery Order. This activity is critical for taking delivery of the consignment in desired manner and would avoid any undue delays for lack of communication. The contact details of concerned Warehouse Manager/Official are detailed in Annexure 2.

7.1.9 Each Delivery Order is distinct, digitally signed and shall have unique serial number. The Warehouse Manager may refuse to give delivery of consignment if Buyer or his Authorised representative fails to produce valid Delivery Order duly vetted by concerned Nodal Officer and necessary identity details of authorized person as mentioned in Delivery Order at the time of taking delivery.

7.1.10 The Release Order will be issued by the Warehouse Manager only after the total amount Is transferred to The District Manager along with the Delivery Order by NCDEX Spot Exchange Ltd. In case the quantity lifted is less than the quantity mentioned in the Delivery Order ,then the differential amount will be transferred to NCDEX Spot Exchange Account within **3 working days**. The awarded quantity has to be lifted within thirty working days from the date of issue of Circular on the status of e-Auction or the EMD and SD will be forfeited.

7.1.11 Lifting of stock of Rice from the warehouse within 30 working days from the date of issue of Circular on the status of e-Auction is

compulsory

7.1.12 Deliveries will not be given for such of those Buyers who have exceeded delivery period of 30 working days. The EMD and SD will be forfeited in such instances. Requests for further extensions of delivery date will only be considered if concerned warehouse agencies or the Seller cannot fulfill the requirement of delivery of stocks for reasons beyond the control like natural calamities, non availability of sufficient labour either due to strike or for any other events specified under Force Majeure Clause. Buyer shall promptly intimate about such instances to Seller i.e. CGSCSC Ltd , by e-Mail/Fax within 48 hours failing which such requests for extension of delivery due to above reasons will not be admitted. The Seller will examine genuineness of such requests and take decision to admit or reject extension of time for taking delivery beyond the stipulated period as detailed in Clause 7.1.10.

7.1.13 Any balance amount remaining with the Seller towards sales proceeds excluding EMD and SD will be refunded without interest after reconciliation of the account.

7.1.14 Failure to take allotted delivery or partial delivery within the stipulated time will attract forfeiture of EMD and SD

7.2 Violation of any of the Clause/Clauses of the Tender shall be deemed as violation of Terms and Conditions of Tender. This would result in forfeiture of EMD and SD. Further Buyer may be barred from participating in subsequent e-Auctions. Such suspension will initiated without assigning any reason whatsoever.

7.3 Failure to remit Security deposit (SD) within one working days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited.

7.4 The buyer, through his authorized representative, while taking delivery shall submit Delivery order issued by CGSCSC Ltd (in whose custody the stocks are held) to the warehouse authorities duly furnishing photo identity of the representative.

7.5 The warehouse authorities will arrange to deliver the quantities mentioned in the delivery order in front of authorized representatives of respective organization and the Buyer. Seller will not guarantee exact quantities to be

delivered as specified in Delivery Order. Deliveries will be effected on last in first out basis(LIFO) or the sequence as per convenient handling of stock stored in warehouse without giving room for repeated unstaking/staking of stocks. Requests by the Buyer or his authorized representative for taking delivery of particular stock will not be entertained and such requests will be summarily rejected by warehouse Manager.

7.6 The tare weight of the empty vehicle will be recorded on the electronic weigh bridge and after loading the gross weight will be recorded on the same electronic weigh bridge and the net weight is recorded in the presence of authorized representatives of warehouse authorities, Official of respective organisation and the Buyer. The buyer may note that the warehouse authorities would notify such weighbridges nearest to the warehouse for the purpose of weighing. Weighing in other weighbridges will not be allowed as per the choice of the buyer. Any exception to this stipulation has to be approved by Managing Director of respective organization.

7.7 While giving delivery of stocks, the buyer/representative of buyer will be issued with Release Order duly signed/stamped by the warehouse Manager. The Buyer shall liaise with Warehouse Officials and concerned APMC authorities for obtaining transport permit.

7.8 It will be the responsibility of the buyer to obtain import/stock evacuation/export permits, interstate sale/movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the District/state/country. Such permits shall have to be produced or made available at the time of taking delivery from the depots.

7.9 The EMD and SD will be refunded to buyer after completion of taking full delivery of stocks of Rice and submission of copy of following documents:

a. Copy of Delivery Order
b. Copy of Release Order issued by Warehouse Manager
c. Copy of transport permit issued by APMC authorities
d. Statement of transaction details on the letterhead of Buyer Organization
e. No objection/no due certificate issued by Nodal Officer/Warehouse Manager of concerned organization
f. Any other document to support the claims, if any

**8. Resolution of Disputes:**

8.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Managing

Director, CGSCSC Ltd., In case if disputes are not resolved then matter may be referred to Additional Chief Secretary/Principal Secretary to Government, Department of Food & Civil Supplies and Consumer Affairs, Government of Chattisgarh who will be the appellate authority.

8.2 In case of any disputes still not resolved and which are relating to delivery of Rice including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Chattisgarh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Bangalore and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.

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

**9. CORRUPT PRACTICES:**

Any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the CGSCSC ltd then such Buyers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Buyer or on his behalf at any stage of tender process or while taking delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted for a minimum period of 3 years.

**10. INDEMNITY:**

The Buyer shall defend, indemnify and hold Seller harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Buyer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

**11. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Chattisgarh State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as

long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 11 of the above Tender document.

Signature of Applicant : _ _ _ _ _ _ _ _

Place :

Name : _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

Date : Seal :

# APPENDIX I
## DEFINITIONS

1) The term ' CGSCSC Ltd' wherever occurs shall mean The Chattisgarh State Civil Supplies Corporation (CGSCSC Ltd) and will include its authorized officers acting on its behalf.

2) The term 'contract' shall mean and include the invitation to tender, incorporating also the instruction to tenderers. The tender, its annexures and the schedules, acceptance of tender and such general and special conditions and any amendments to certain Clauses of tender as may be added to it.

3) The term 'NCDEX Spot' 'NSPOT' wherever occurs shall mean NCDEX Spot Exchange Ltd.

4) The term 'bidder/buyer/participant/applicant' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.

5) The term 'seller' shall mean and CGSCSC Ltd who were involved in procurement of Rice under Decentralised Procurement Programme and to the extent of stocks held by them which is put for sale by this tender

6) The term 'e-Auction' or 'electronic auction' means submission of the bids Online by the buyer(s)/bidder(s) for the commodity offered for sale (Rice) via the internet, over a prescribed time period.

7) The term 'English Forward Auction', 'Forward auction' means an ascending price auction where several buyers compete to offer the price the seller will accept. The seller specifies the opening bid and bid increment and optionally a reserve price. Each bidder submits a successively higher bid. At the end of the auction, bidders with the highest bids win.

8) The term 'Yankee Auction' means an auction where "winners" are determined by ranking bids in order of highest price, then by largest quantity and then by earliest time. When bids are placed, bidders can specify whether they will accept a partial quantity or only the full quantity requested. Allocation will be on the basis of Price descending, Quantity descending and time ascending.

9) 'EMD (margin money)' means Earnest money Deposit which is a deposit paid to demonstrate commitment and to bind a contract, with the

remainder due at a particular time. If the contract is breached, then the EMD is kept by the recipient as pre-determined (liquidated) or committed damages

10) Security Deposit (SD) is deposit paid to demonstrate that the Buyer has accepted the award of contract and his willingness to take delivery of stocks in accordance with terms and conditions specified

11) Tick Size means minimum increment allowed either for improving the quantity or price bid

12) Free Delivery Time means that for such a period no storage charges will be levied.

# ANNEXURE – 1

## NCDEX SPOT REGISTRATION FORM FOR RICE E-AUCTION PARTICIPATION

**1. Name of Applicant:**

**2. Constitution:**

**1. Individual/Proprietorship**

**2. Partnership**

**3. Corporate**

**3. Date of Birth / Incorporation / Registration / Proposed**

**If Corporate/Partnership YesNo**

**4. PAN No. / TIN No.** **Yes / No**

**5. Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/ Partner (As per Form CP-2)**

| | | |
|---|---|---|
| **Name** | | |
| **Address** | | |
| | **City** | |
| | **Pin** | |
| | **Tel. No.** | |
| | **Mob. No.** | |
| | **Fax. No.** | |
| | **Email ID** | |
| | **Contact Person Name** | |
| | **Designation** | |

**6 . Name of Stock / Commodity exchange/s on which applicant is a Member.**

| | |
|---|---|
| **Exchange Name1** | |
| **Exchange Name2** | |
| **Exchange Name3** | |
| **None (if none, please tick in checkbox)** | |
| | |
| | |
| | |
| | |
| | |

**7. Authorized Signatory/ies Details**

**Name** *

**Address** *

| | |
|---|---|
| **City** | |
| **Pin** | |
| **Tel. No.** | |
| **Mob. No.** | |
| **Fax. No.** | |
| **Email ID** | |
| **Contact Person Name** | |
| **Designation** | |

**8. Address of Registered Office /Communication address**

| | | |
|---|---|---|
| **Address** | | |
| | **City** | |
| | **Pin** | |
| | **Tel. No.** | |
| | **Mob. No.** | |
| | **Fax. No.** | |
| | **Email ID** | |
| | **Contact Person Name** | |
| | **Contact Person No. & Mob** | |
| | **Designation** | |

**9. Name & Address of the Bankers with facilities enjoyed if any**

| | |
|---|---|
| **A) Bank Name & Address** | |

**B) Account No.**

**C) Account Type**

**NOTE: {Please provide a certificate from Bank mentioning that account/s is being operated satisfactory Authentication of signatures of all authorized persons operating account/s}**

**11. (A)Name & Address of APMC in which the member is registered:**

**12. (B) Registration No. & Date/ License No., Date & Type:**

**Declaration:**

- I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.
- I/ we hereby state that the above mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for registration of Rice e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership of NCDEX Spot Exchange Ltd.

| Affix Passport size photograph of the Signatory | Affix Passport size photograph of the Signatory |
|---|---|

Signature,Name and seal

Signature, Name and seal

## ANNEXURE-2

## List Of Important Officials

| S No. | Name | Designation | Contact No. |
|---|---|---|---|
| 1 | Mr. S. S. Bhatt | Manager(PDS), CGSCSC | +918817903500 |
| 2 | Mr. M. M.Shukla | District Manager, Durg | +918871903427 |
| 3 | Mr. R. B. Shukla | District Manager, Raipur | +918817903489 |
| 4 | Mr. K. K. Yadu | District Manager, Bilaspur | +918817903368 |
| 5 | Mr. M. R. Dewangan | District Manager, Raigarh | +918817903512 |
| 6 | Mr. T. D. Harchandani | District Manager, Dhamtari | +918817903900 |
| 7 | Mr. Bharavi Mishra | Vice President, NCDEX SPOT | +919885000542 |
| 8 | Mr. Arun Soni | Manager, NCDEX SPOT | +919553308582 |
| 9 | Mr. Sudhir Gupta | Manager, NCDEX SPOT | +918099049116 |

## ANNEXURE-3

## DETAILS OF STOCK S-DISTRICT WISE

| S No. | District | Stock Available for Auction(MT) | | Total(MT) |
|---|---|---|---|---|
| | | Raw Rice | Boiled Rice | |
| 1 | Bilaspur | 7500 | 5000 | 12500 |
| 2 | Raigarh | 10000 | 2500 | 12500 |
| 3 | Durg | - | 2500 | 2500 |
| 4 | Dhamtari | 12500 | - | 12500 |
| 5 | Raipur | 10000 | - | 10000 |
| **Total** | | **40000** | **10000** | **50000** |