Chhattisgarh State Cooperative Marketing Federation Ltd.

6th Floor, Tower 'C', Commercial Complex, C.B.D.

Sector-21, Atal Nagar, Raipur (C.G.) 492002

Ph. No. - 0771- 2425402

E-mail-id - mf_ctrlroom_raipur@gov.in

RFP for 'Engagement of Service Provider for e-auctioning of Paddy'

RFP No: 4219 Date : 22.12.2020

Chhattisgarh State Cooperative Marketing Federation Ltd.

6th Floor, Tower 'C', Commercial Complex, C.B.D.

Sector-21, Atal Nagar, Raipur (C.G.) 492002

Ph. No. - 0771- 2425402

E-mail-id - mf_ctrlroom_raipur@gov.in

Tender for engagement of Service Provider for e-auctioning of Paddy

Bids are invited by 'CG MARKFED' Atal Nagar, Raipur, Chhattisgarh from the experienced potential agencies for providing e-auction platform for the paddy liquidation.

For the details of selection criteria and other term and conditions, please refer to website https://eproc.cgstate.gov.in & http://markfed.cg.nic.in

Managing Director

CG Markfed

DISCLAIMER

The information contained in this tender document or subsequently provided to Applicant, whether verbally or in documentary or any other form by or on behalf of the CG MARKFED or any of its employees or advisers, is provided to Applicant on the terms and conditions set out in this Tender document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The CG MARKFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Tender document is not an agreement with the prospective applicants or any other person. This Tender document includes statements, which reflect various assumptions and assessments arrived at by the CG MARKFED in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the CG MARKFED, CG Markfed employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender document and obtain independent advice from appropriate sources.

CG MARKFED, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender document or arising in any way in this Selection Process.

CG MARKFED also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender document.

Contents

DISCLAIMER 3
SECTION-I 6
1. Introduction 6
2. Objective of the Tender: 6
3. Contract Period 6
4. Data Sheet: 6
5. Definitions 7
6. Pre-Bid Meeting and Clarifications 7
7. Pre-Qualification and Technical Criteria 7
8. Earnest Money Deposit (EMD) / Bid Security 8
a. EMD Refund 8
b. EMD Forfeiture 8
9. Mode of RFP Document Fee & EMD submission 8
10. Performance Bank Guarantee 8
SECTION-II 9
1. Broad Scope of work 9
2. Roles and Responsibilities of e-auction Service Provider/Bidder 9
3. Execution Plan, Deliverables and Timelines 10
SECTION-III 12
Guidelines for e-tendering 12
a. Vendor / Registration on the e-Procurement System 12
b. Submit Online Bids 12
c. Submission of Bids 12
d. Opening of Tenders 12
e. Bid Evaluation 13
f. Technical evaluation 13
g. Evaluation of Commercial Bids 13
h. Final Bid Evaluation 13
i. Verification 13
SECTION-IV 14
1. Special Contract Condition 14
2. Arbitration 14
3. Termination 14
4. Force majeure 15
a. Procedure for Force Majeure 15
b. Prolonged Force Majeure 15
5. Indemnity 15
6. Confidentiality 15
7. Law governing contract & Resolution of Disputes 15
8. ANNEXURES 16
Annexure-I 16

Annexure II 17
Annexure III 18
Annexure IV 19
Annexure V 20

SECTION-I

1. Introduction

CG MARKFED is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. Markfed execute the work of paddy procurement under Minimum Support Price Scheme from the farmers of the state as per the instructions of Government. Major activities of MARKFED is marketing and promotion of agriculture inputs such as chemical fertilizers, paddy procurement under price support scheme, paddy milling, paddy storage and operating Kisan Mills and Cattle Feed Factory.

2. Objective of the Tender:

CG MARKFED is undertaking sale of Paddy to Bulk Consumers/Traders, Exporters, Millers. This tender aims to select the platform service provider for e-auctioning of paddy. The online bid is invited from prospective bidders to provide the e-auction platform, supply chain management services for paddy, empanelment of buyers, stock-analysis, assaying, mapping, online-bid management through auction, order tracking payment, payment processing on behalf CG MARKFED. The status of storage centres and quantity stored will be provided to the interested bidders. The locations, type of paddy and quantity are subjected to change.

3. Contract Period

The contract will be for a period one year from the date of issuance of work order and extendable for one more year subject to approval and on sole discretion of CG MARKFED.

4. Data Sheet:

Particulars	Details
Name of Bid Issuer	CG MARKFED, Chhattisgarh State Cooperative Marketing Federation Ltd. (MARKFED), 6th Floor, Tower 'C', Commercial Complex, C.B.D., Sector-21, Atal Nagar, Raipur
Name of the Engagement	Tender for "Selection of service provider for e-auctioning of paddy ".
RFP Publication Date	22/12/2020
Pre-Bid Query submission date	29/12/2020
Last date & time for submission of bid	21/01/2021 05:00PM
Opening of Bid	22/01/2021 12:00PM
Opening of Financial Bid	To be decided
Method of Selection	Cost based selection (L1)
Sub-Contracting	Sub-Contracting not allowed
Source of tender copy downloading	Tender shall be downloaded free of cost from portal https://eproc.cgstate.gov.in & http://markfed.cg.nic.in
RFP Document Fees	Rs. 10,000/- (Rupees Ten Thousand only). This is non-refundable.
Earnest Money Deposit	Rs.10,00,000/- (Rupees Ten Lakh only). 90 days validity
Performance Bank Guarantee	Rs 35,00,000/- (Rupees Thirty-Five Lakh only)
Bid Validity	180 days

Note:

If the date fixed for opening of Bids is declared a holiday, the bids will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above.

5. Definitions

In the bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

i. **'Bidder/tenderer/agency/ service provider'** shall mean any bidder participating in the tender enquiry and shall include its legal representatives and successors.
ii. Operational turnover shall mean the value of the transaction in shape of purchase and sale including auction carried out through e-platform by the bidder/tenderer.
iii. '**Discrepancy**' – In the event of any discrepancy in words and figures, the description in words shall prevail.
iv. '**e-auction**' shall mean the scope of services /work required to be executed by the bidder in accordance with this TENDER DOCUMENT.
v. '**Event**" shall mean and include each e- auction process floated by CG MARKFED and undertaken by Bidder irrespective of the number of simultaneous physical locations offering stocks and regardless of quantity.
vi. "**Purchaser/buyer/participant//Bulk Consumer/ Trader** would mean any person/firm participating in e-auction to be conducted by bidder on behalf of CG MARKFED.
vii. **"Year(s)"** wherever not specified would mean Financial Year.
viii. **"Bid Document/Tender Document"** shall mean one and same thing.

6. Pre-Bid Meeting and Clarifications

I. All enquiries from the s related to this Bid Document must be submitted to email id: mf_ctrlroom_raipur@gov.in only in editable excel format. The queries should necessarily be submitted as per below format:

S. No.	RFP clause no.	RFP page no.	RFP statement	Clarification / Suggestions

II. CG MARKFED will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in fact sheet of this RFP. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

7. Pre-Qualification and Technical Criteria

#	Eligibility criteria	Evidence Documents to be submitted
1	Bidder should make a payment of INR 10,000-/ (Rupees Ten thousand only) towards tender / RFP document fee	Scan copy of NEFT receipt to be uploaded on CG e-Proc under envelope-A
2	Bidder should make a payment of INR 10,00,000/- (Rupees Ten lakh only) towards Bid Security/EMD.	Scan copy of BG to be uploaded on CG e-Proc and Original hard copy to be submitted to CG Markfed office
3	Bidder should be a firm, or a company registered under the Companies Act, 1956 or Companies Act, 2013 and should be in operation for a period of last two years from the date of issuance of this tender.	Copy of Company Registration Certificate/ Certificate of Incorporation
4	Bidder should have its own e-auction platform	Self-declaration certificate signed by the authorized signatory of bidder stating the criteria points
5	Bidder must have experience of offering e-auctioning portal services to any Govt. entity involved in auctioning of Agri/Non-Timber Forest Produce	Work order / Work completion certificate/ Agreement copy
6	Bidder should have done e-auctioning of minimum 5,00,000 MT of cumulative volume of agri commodities through their online e-auction platform services in last 2 years from the date of issue of this tender.	Work order /Agreement copy/ Experience letter clearly specifying the volume of commodities auction through e-platform.
7	Bidder shall not be under declaration of ineligibility for corrupt or fraudulent practices nor should have been blacklisted by any Govt. or Govt. undertaking organization at the time of submission of the bid.	Self-declaration certificate signed by the authorized signatory stating the criteria statement.
8	Bidder should have valid PAN & GST number	Copy of PAN and GST

9	The Bidder should have minimum average annual turnover of at least INR 25 Cr in last three financial years (2017-18, 2018-19, 2019-20) which should be duly certified by the Auditor/ a firm of Chartered accountants. The bidder should have positive net worth, as on bid submission.	1. Audited Balance Sheets and P/L statement for last three financial years duly certified by the Auditor/ a firm of Chartered Accountant 2. Certificate from CA mentioning the turn-over and net worth
10	The e-auctioning software platform should have security audited by the STQC/CERT-IN	Valid Certificate from STQC/CERT-IN

NOTE: Bidders shall scan and upload clear documentary proof in support of the Eligibility criteria. If any of the above-mentioned criteria is not met, those bidders will not be considered for the evaluation process.

8. Earnest Money Deposit (EMD) / Bid Security

All proposals submitted in response to this RFP must be accompanied by an EMD of amount as mentioned in Tender details. Scanned copy of EMD should be submitted on e-procurement portal with technical proposal. EMD in any other form will not be entertained.

a. EMD Refund

For Unsuccessful Bidders: The EMD of all unsuccessful bidders would be refunded without interest by CG MARKFED on finalization of the bid in all respects by the successful bidders within 45 days after finalization of tender

For Successful Bidders: The EMD, for the amount mentioned in fact sheet, of successful bidders would be returned without interest upon submission of Performance Bank Guarantee by the successful bidders. The above-mentioned refund would be completed within 30 days of the issue of work order/ LoI to the successful bidder.

In case bid is submitted without the bid EMD then CG MARKFED reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

b. EMD Forfeiture

The EMD may be forfeited in any of the following circumstances:

a. If a bidder withdraws its bid during the period of bid validity.
b. In case of a successful bidder, if fails to submit the performance bank guarantee and/or sign the contract in accordance with this tender document.
c. If the bidder tries to influence the evaluation process.
d. If the bidder refuses to take up the job within the time specified by the CG MARKFED.

9. Mode of RFP Document Fee & EMD submission

- The bidder must transfer the Bid Document Fee within the bid submission due date & time to the under-mention bank through the means of NEFT/RTGS:

1	Beneficiary Name & Address	Chhattisgarh State Cooperative Marketing Federation Ltd.
2	Name of the Bank	Central Bank of India
3	Bank Branch & Address	Chhattisgarh College, Raipur, CG
4	Beneficiary A/c No.	3127825495
5	IFSC Code	CBIN0283185

- A scan copy of the online transaction slip for RFP document fee also to be submitted online on e-Proc website at the time of online proposal submission.
- EMD to be submitted in the form of Bank Guarantee from any of the commercial/scheduled banks in favor of Managing Director, Chhattisgarh State Cooperative Marketing Federation, Nava Raipur, Atal Nagar, CG" and should be valid for 90 days from the bid submission date.

10. Performance Bank Guarantee

- Performance Bank Guarantee to be submitted before the signing of agreement deed. The validity of PBG should be 45 days beyond the actual expiry of contract duration.

SECTION-II

1. Broad Scope of work

The scope of work under this tender pertains to e-auctioning of paddy by the selected service provider. It will consist following major activities:

- The e-auction system shall be a web enabled system and capable of performing the following tasks: -
  i. Each e- auction event shall be a separate event to be supported by the proposed e-auction Service Provider.
  ii. On-boarding of interested paddy buyers on e-auction platform, in compliance with the instructions issued by CG MARKFED.
  iii. Advertisement of auction schedule, including e-mail & SMS alerts to all the registered buyers.
  iv. Registration of interested /new buyers on their e-portal and providing user-id/password to all the buyers
  v. Providing facilities for downloading of documents by registered buyers & submission of bid proposal for e-auctioning.
  vi. Scrutiny of EMD/Security Deposit deposited by the registered buyers
  vii. End to end evaluation of e-auctioning
  viii. Finalization of successful buyer(s) and approval of quantity as per criteria prescribed/ instructed by CG MARKFED from time to time
  ix. Forwarding the list of successful buyers in e-auction to CG MARKFED for approval.
  x. Generation of tax invoice
  xi. Issuance of Release Order
  xii. Maintenance of Party wise ledger
  xiii. Stock Analysis & Mapping of stock for auction: Bidder shall be responsible for listing of the lots with details quality, quantity, location and delivery centres. The listing of stock shall be made online through the portal managed by the bidder.
  xiv. Lot marking and posting on online-portal
  xv. Order tracking & payment processing

2. Roles and Responsibilities of e-auction Service Provider/Bidder

I. The selected bidder will empanel interested buyers on ongoing basis as per the guidelines of the authority as amended from time to time. The buyer registered shall be an ongoing process. The paddy buyers are required to quote in Indian Rupees/Quintal for each item on offer.

II. The bidder will ensure that the documents relating to the registered buyers are valid during the tenure of auction including lifting period.

III. Bidder will schedule e-auction on its portal for disposal of paddy on behalf of the authority as per the schedule and terms & conditions specified by CG Markfed. The details of the auctions schedule will be provided by SFAC separately and will be uploaded on the website of service provider.

IV. Bidder will notify to the registered buyers about the date of "e-auction" giving details of Storage centres, quantity earmarked for sale and reserve price along with applicable taxes and levies through e-mail and/or SMS/ website.

V. The bidder shall make provision in the system for unique coding of each event so that EMD/Sale proceeds pertaining to the events can be easily linked.

VI. The selected bidder will provide necessary training to the empanelled buyers.

VII. After completion of e-auctioning process, the bidder shall prepare a list of buyers in descending order (from highest bid to the lowest bid). Bid(s) will be accepted on the principle of Price, Time and Quantity.

VIII. The bidder shall provide user id and password to authorities without any additional charge, to enable them to view the e-auction process.

IX. The date and time for auction window shall be decided by CG Markfed. During the bidding process, the participant shall be able to see the highest storage centre wise quoted rate only. It should be a built-in feature in the system that bids not supported by adequate EMD are automatically rejected.

X. The bidder shall have to ensure the existence of adequate and secure infrastructure including firewalls, intrusion detection/ prevention systems etc. put in place. The system shall be scalable and shall permit expansion of both the capacity and functionality.

xi. The results of the e-auction(s) shall be placed in the e-portal of the bidder, after completion of the e-auction process.

xii. The rate shall be quoted by buyers for a storage location exclusive of taxes/levies which have to be paid in addition by the buyers.

xiii. After completion of e-auction, the bidder shall prepare a list of buyers in descending order (from highest bid to the lowest bid). Bid(s) will be accepted on the principle of price, Time and Quantity.

xiv. The bidder shall maintain full records of all transactions done on behalf of authority and furnish the same to authority on demand. MIS reports as may be required by authority from time to time shall be provided by the bidder.

xv. The bidder shall, during the tenure of the contract, maintain a Toll-Free Number help desk and should also provide support through e-mail to the buyers / Markfed without any additional cost.

xvi. Some of the broad requirements are given below: -

I. **STQC/CERT-IN Audit**: The software platform for e-auction system provided by the bidder should be security audited by the STQC/CERT-IN empanelled agency.
II. **Audit Trail**: The system shall provide for adequate audit trail including log reports for all the activities, transactions and any changes in configuration, information/ data changes, updating etc.
III. **Data Encryption**: The system shall support a minimum of 128-bit encryption for sensitive data, and information while in transfer.
IV. **Unauthorized access**: The system shall incorporate Data Intrusion system, Firewall, online anti-virus scanning that protects it against unauthorized access and hackers, apart from normal requirements relating to prevention of unauthorized access.
V. **Inactivation of right mouse button**: The system should ensure that the functionality of right button of the mouse is inactive and ensure the source code should not be visible.
VI. The system should be capable to handle 500 concurrent hits.
VII. Besides a robust server, the system should have proper disaster recovery site.
VIII. The system shall not permit withdrawal of bids by bidders. However, it shall permit only upward revision of bids during the period of the e-auction.
IX. The system shall provide for storage of all electronic data as per the requirements of CG MARKFED and conforming to the Information Technology (IT) Act 2000 as amended from time to time.
X. e-auction platform needs to comply CVC, GFR and other procurement guidelines issued by central & state government for tendering and auction.
XI. Setting up of call centre for the technical/functional support to the buyers for on-boarding/bidding functionalities/e-auction platform issue.

xvii. Bidder must have his own secured portal located in his own server and related computer hardware set up in his own premise/own data centre/leased data centre/cloud platform. The bidder has to operate and maintain the e-auction platform at his own cost during the tenure of the contract. The system shall provide various types of desired customized MIS reports.

xviii. The results of the e-auction(s) shall be placed in the website of the bidder, after completion of the e-auction process. The details shall be maintained in an archive for a period of six months.

3. Execution Plan, Deliverables and Timelines

S. No.	Deliverable	Timelines for completion	Remarks
1.	Issuance of work order	T+0	Work Order to the selected agency
2.	Finalisation of storage centres and quantity	T+15 Days	List to be submitted in coordination with CG MARKFED
3.	On-boarding the buyers	T+25 Days	New/Interested buyers to be identified. The list to be shared with CG MARKFED. The list to cover all potential traders, millers and exporters

S. No.	Deliverable	Timelines for completion	Remarks
4.	Floor price fixation, lot size, go-live date fixation. Training to Chhattisgarh CG MARKFED and Markfed representatives about the process, logistics and receivables	T+25 Days	Based on the prevailing market trends floor price to be fixed Training one person each on buyer details, IT process, logistics, payment receivables etc.
5.	Informing e-auction details to all stakeholders/buyers Training buyers on e-auction process	T+27 days	E-Mail, SMS marketing to all potential buyers Service provider to train buyers on bidding process/SOP to upload in their portal
6.	Call centre setup	T+27 Days	To attend all queries by potential buyers
7.	Go-Live of e-auctioning	T+30 Days	Go-live with agreed lot quantity, base price etc.
8.	Reporting sale, trend to maximise auction price and payment updation	Every day after auction time	To decide day to day strategy after analysing trend from the market
9.	Payment follow-up and issue delivery order	Every day after auction time	Service provider to coordinate Payment follow ups from buyers and to issue delivery order after successful payment
10.	Preparation and submission of bills for e-auction services	Monthly	Once the payment is received to Markfed from buyers, service provider can prepare bill for sold quantity and amount received (percentage of amount received)

SECTION-III

Guidelines for e-tendering

a. Vendor / Registration on the e-Procurement System

- All the Users / s (Manufacturers / Operator s / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in
- The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on thee-procurement system.
- Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
- For more details, please visit https://eproc.cgstate.gov.in or call Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in
- Connectivity should be minimum one MBPS.

b. Submit Online Bids

- Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.
- The encrypted bid data of only those s who have submitted their bids within the stipulated date &time will be accepted by the e-Procurement system. It is expected that bidder completes his bid and submit within timeline, bidder who has not submitted his bid within the stipulated date &time will not be available during opening.
- Bid documents uploading during bid preparation should be less than five MB (for individual document) and overall bid documents should be less than fifty MB.

c. Submission of Bids

- The bids shall be submitted online in two parts, viz., technical bid and price bid. Bidder must submit their bid well within the stipulated date & time and no opportunity shall be given to bidder to alter, modify or withdraw any offer at any stage after submission of the Bids except that bid can be modified upto last date and time of submission of bid.
- A bidder can submit only one proposal. If a bidder submits more than one proposal, all such proposals shall be rejected summarily.
- The bidder shall not incorporate any condition in the bids as conditional bids/ bids which are not submitted strictly in accordance with the bid terms, shall be rejected.
- If any of the attached documents are found to be forged/ fabricated at any stage, the EMD / Security Deposit of the bidder shall be forfeited without prejudice to the right of CG MARKFED to proceed against the bidder as per terms and conditions of this tender document and to initiate appropriate legal proceedings and to recover damages.
- While preparing the Technical and Price Bid, bidder is expected to provide correct and relevant information. If at any stage it is found that the information supplied by the bidder is incorrect /forged, CG MARKFED reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD /Security Deposit.
- The Technical Bid shall not include any information sought in the Price Bid. All other tender documents except Price Bid shall be uploaded with the Technical Bid.

d. Opening of Tenders

- The concerned department official receiving the tenders, or his duly authorized officer shall first open the online Earnest Money Deposit (scanned copy) of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are

incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

- The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

e. Bid Evaluation

A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid evaluation. After the technical evaluation is completed, opening of the financial bids will be done. Date and time of opening of the financial bid will be intimated to the technically qualified bidders.

Financial bids of only those bidders who qualify in Technical Evaluation shall be opened on the date and time intimated.

f. Technical evaluation

The technical bids shall be examined with respect to compliance, completeness and suitability of the proposal to the tender requirements and only the bids which are in compliance to the requirements mentioned in the tender shall be considered as technically qualified. Bidder should provide the information in the technical bid as per the criteria mentioned. The information furnished by the bidders in the technical bid shall be the basis for this evaluation. Each proposal will be examined according to the project objective, scope of work and experience as mentioned in pre-qualification criteria.

g. Evaluation of Commercial Bids

I. Commercial bids submitted of only those bidders, who are technically qualified shall be opened and shall be eligible for further evaluation.

II. Evaluation of bids shall be done on Least Cost/Lowest Cost (L1) criteria as detailed. The bidder has to qualify the Technical Bid for further evaluation for being eligible for opening of commercial bid. The bids quoted as per the commercial bid format shall be considered for commercial evaluation. The decision of CG MARKFED shall be final and binding.

III. Bidders quoting unrealistic cost of items shall be rejected summarily by the committee and EMD of such bidder shall be forfeited. Any bid found to have unsatisfactory response in any of the Technical criteria as mentioned may be rejected and shall not be considered for further evaluation.

h. Final Bid Evaluation

I. If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the selected bidder, it shall be declared a “defaulting bidder” and amongst other measures, EMD of such defaulting bidder shall be forfeited. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.

II. If the bidder declines after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and CG MARKFED reserves right to blacklist/debarred any such bidder for next 3 Years from participating in any tender floated by CG Markfed/ CG State Government.

i. Verification

CG MARKFED reserves the right to verify any or all statements made by the bidder in the tender document by referring to the third parties and to inspect the bidder’s facilities to satisfy itself about the bidder’s capacity to perform the job.

SECTION-IV

1. Special Contract Condition

I. The e-auction service provider should have adequate number of pre-registered buyers for the agri commodities.
II. There should not be any pre-qualification criteria for any interested paddy buyers to get register/ on-board on e-auction platform.
III. Lot size, variety of paddy, frequency and date of auction for paddy will be solely decided by the CG Markfed / liquidation committee.
IV. e-auction service provider should ensure the deposit of bid security @5% of individual lot base price from each paddy buyer participants.
V. The successful buyers declared through the e-auctioning process should have to lift the complete allocated lot (paddy/) within the 07 days from the issuance of order to them. Additional 07 days' time can be permitted for lifting of paddy, only in case of written request submitted by the respective buyers to MD Markfed/ Liquidation committee.
VI. In case the concerned buyers not able to lift the allocated lot within the due specified period as mentioned in the SCC, then the bid security/ security deposit against that lot shall be forfeited.
VII. This tender doesn't guarantee the availability of commodity for e-auctioning after the agreement with service provider. The sole discretion of CG Markfed will take precedence over the decision on the quantity and availability of paddy for e-auctioning.

2. Arbitration

I. In the event of any question, dispute or difference arising under these conditions or any special condition of contract, or in connection with this contract (except as to any matters. The decision of which is specially provided by these or the special conditions), the same shall be referred to the sole arbitration of a person appointed to be arbitrator, i.e. by the State Government. The award of the arbitrator shall be final and binding on the parties to this contract.
II. In the event of the arbitrator doing, neglecting or refusing to act or resigning or unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority in place of the outgoing in the manner aforesaid.
III. It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all .
IV. Subject as aforesaid, the Arbitration and Conciliations act of 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
V. The venue of arbitration shall be Raipur or such other place as the arbitration at his discretion may determine.

3. Termination

- In the event of the bidder having been adjudged insolvent or going into liquidation or winding up his business or making arrangements with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the CG MARKFED shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract under risk & cost and to claim from the bidder any resultant loss sustained or costs incurred by the corporation.
- CG MARKFED shall also have without prejudice to other rights and remedies, the right, in the event of breach by the Bidder of any of the terms and conditions of the contract to terminate the contract and/ or forfeit the security deposit or any part thereof and/or invoke the Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the Bidder(s)'s negligence or deficiency or unworked-man like performance of any of the services under the contract. The bidder shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Purchaser shall be final and binding on the bidder.
- Purchaser reserves the right to terminate the contract at any time by giving one month's notice in writing to the bidder if the policy guidelines, on which the contract is dependent, are modified or the existing policy of using electronic platform/Spot Exchanges for e-auction is discontinued, in which event no fee, costs, expenses, damages etc. shall be payable.

- If at any time during the currency of contract, it comes to the notice of purchaser that the Govt/ Regulator has reported any default or violation of any Rules/Regulations/Guidelines in respect of the services offered by the bidder, purchaser reserves the right to summarily terminate the contract.
- Purchaser reserves the right to forthwith cancel any supplies under this contract if bidder is blacklisted by the GST authorities.

4. Force majeure

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected bidder, which such bidder could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this agreement, which do not result from the negligence of such bidder or the failure of such Bidder to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a material adverse effect on the affected Bidder's obligations under this Contract. A bidder shall be entitled to suspend or excuse performance of its respective obligations under this contract to the extent such performance is impeded by a Force Majeure event.

a. Procedure for Force Majeure

If a Bidder claims relief on account of a Force Majeure, then the bidder claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the purchaser in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the bidder's obligations under this contract. Upon cessation of the situation which led to a bidder claiming Force Majeure under this clause, the Bidder shall, within seven days thereof, notify the Corporation in writing of the cessation and the bidder shall, as soon as practicable thereafter, continue performance of all obligations under this contract but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

b. Prolonged Force Majeure

1. In the event Force Majeure continuously impedes or prevents a bidder's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the bidder, they shall be decided by mutual consent through consultation either the terms upon which to continue the performance of this contract or to terminate this contract.
2. Any period within which a bidder shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
3. The bidder(s) is entitled to the payments for the portion of the work already completed before the occurrence of any event constituting force majeure culminating in termination of contract. Decision of the purchaser in this regard will be final.
4. However, changes in applicability of taxes or tax rates and changes in statutory requirements shall not be a ground for force majeure

5. Indemnity

The Bidder shall indemnify purchaser and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the bidder in respect of the services provided etc., whatsoever.

6. Confidentiality

The Bidder and its employees shall undertake to maintain absolute confidentiality and shall not divulge in any way any information relating to the conversations, events, ideas, concepts, know-how, techniques, data, facts, figures and all information concerning or relating to purchaser and its affairs to which the Bidder)/ their employees etc. have access, in the course of performance of the contract.

7. Law governing contract & Resolution of Disputes

Purchaser and the selected bidder shall make every effort to resolve amicably, by direct discussions, any disagreement or dispute arising between the parties under or in connection with the contract. If, after thirty days from the commencement of such direct discussions, Purchaser and the Bidder is unable to resolve the disputes amicably, such disputes shall be referred to the oversight committee on sale of food grains constituted by Chhattisgarh Govt. Any unresolved dispute will be adjudicated and resolved in a Court of law of competent jurisdiction at Raipur. This Contract shall be governed by the Laws of India for the time being in force.

8. ANNEXURES

Annexure-I

Format of Application Form

(On Applicant Organization's Letterhead)

<Location,

DD/MM/YY>

To,

MD Markfed,
CG MARKFED

Subject: RFP for engagement of Bidder for e-Auctioning of Paddy

Dear Sir/Madam,

This has reference to the advertisement published in www.markfed.cg.nic.in pertaining to the above captioned subject. We are interested in submitting our bid proposal for the same.

We would like to clearly state that we qualify for this work as our organization meets all the eligibility criteria indicated by you and our organization is not under a declaration of ineligibility for corrupt or fraudulent practices.

We understand that this RFP is being submitted for the purpose of selection of suitable Bidder for the intended objectives as mentioned in this RFP only.

Yours sincerely

Signature

<<Name, designation, contact address, telephone number, email & seal of authorized signatory >>

(Seal & Signature of designated authorized person)

Annexure II

Profile of Bidder

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

Sl. No.	Item	Details
1	Name of Organisation	
2	Date of Incorporation	
3	Incorporated Address	
4	Postal Mailing Address	
5	Name, designation, Tel, Mobile, official e-mail of Authorised signatory	
6	Income Tax PAN No.	
7	Goods and Services Tax registration Number	
8	Whether using own product/services or is a licensee	
9	Details of e-auction software hosted server location; whether owned or leased	
10	Brief Description of support service facilities (Add additional sheet, if required)	

Annexure III

Certificate for Financial Turn-over

Certified that M/s_____having its Registered Office at has been having average annual turnover of at least Rs. _____ in last three 3 Financial Years. The details are as under:

Financial Year	**Turn Over (Rs. Crore)**
2017-18	
2018-19	
2019-20	

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the CG MARKFED. The certificate is true and correct to the best of my knowledge and belief.

Signature:	
Name of the person signing:	
Designation:	Company Head/Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date:

Place:

Annexure IV

Proforma of Bank Guarantee (TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the CG Markfed having its Headquarters at 6th Floor, Tower 'C', Commercial Complex, C.B.D., Sector-21, Atal Nagar, Raipur (C.G.) 492002, (hereinafter called `CG MARKFED) and having agreed to accept the additional security deposit in the form of Bank Guarantee under the terms and conditions of the contract No._____, dated _____ made between the CG MARKFED and Bidder for "Engagement of service provider for e-auction of paddy/ " (hereinafter called the 'contract') for the due fulfilment by the said Bidder of the terms and conditions and obligations contained in the said contract, we (NAME OF BANK), (hereinafter referred to as `the Bank') at the request of (Bidder) do hereby undertake to pay on demand by CG MARKFED an amount not exceeding Rs._____/- (Rupees _____ only).

We (NAME OF BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand by CG MARKFED. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ __/- (Rupees _____ only).

We undertake to pay to the CG MARKFED any money so demanded not withstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal.
The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period from _____to _____ and six months thereafter. The guarantee shall continue to be enforceable till all the dues of the CG MARKFED under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the CG MARKFED certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date)___ we shall be discharged from all liability under this guarantee thereafter.
We, (NAME OF THE BANK) further agree with the CG MARKFED that the CG MARKFED shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the CG MARKFED against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder or for any forbearance, act or commission on the part of the CG MARKFED or any indulgence by the CG MARKFED to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder.
The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CG MARKFED in writing.

Dated the day of for (NAME OF THE BANK)

Annexure V

Schedule of Financial Bid

To

The MD Markfed,
CG MARKFED
Atal Nagar, Nava Raipur

Sir,

1. We submit the Financial bid for "Engagement of service provider for e-auctioning of paddy " to CG MARKFED with scope of work as "paddy including empanelment of millers, stock analysis & mapping, online bidding management through e-auction, order tracking and payment" on behalf of CG MARKFED.
2. We have thoroughly examined and understood all the terms & conditions as contained in this Bid document and agree to abide by them.
3. We hereby offer to provide services to CG MARKFED for selling of paddy/ including empanelment of traders, millers, stock analysis & mapping, online bidding management through e-auction, order tracking and payment processing on behalf of CG MARKFED.
4. The Financial bid is submitted below as per the format provided in this document.

Scope of work	**Financial bid (in figures)**	**Financial bid (in words)**
Empanelment of buyers, Stock analysis & mapping, e-auctioning Bid management, order tracking and payment management on behalf of CG MARKFED. Refer to SoW section of RFP.	0 . 0 % of the invoice value (excluding taxes) received to CG MARKFED from paddy/ buyers.	_____ percent of the invoice value (excluding taxes) received to CG MARKFED from paddy/ buyers.

5. The quoted percentage of bidding fees (paddy buyers bidding through e-auction platform) to be collected directed from paddy buyers. Markfed will not involve in any financial commission to the e-auction service provider.
6. We undertake that the service charges payable to us will be equal to the cost of paddy sold to buyers, multiplied by the rate quoted as per our financial bid.

Yours faithfully,

( )

Signature of (Capacity in which signing) Stamp of Firm
Date:
Place: