CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD. (CGMARKFED)

(A State Government Undertaking)

REQUEST FOR PROPOSAL

CGMARKFED INVITING ON-LINE APPLICATION FROM FRK MANUFACTURERS FOR THE SUPPLY OF FORTIFIED RICE KERNELS (FRKs) THROUGH PRICE DISCOVERY ON NEML REVERSE E-AUCTION PLATFORM WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR KHARIF 2024-25 TO THE RICE MILLERS OF CHHATTISGARH FOR THE FORTIFICATION OF CUSTOMED MILLED RICE TO BE DELIVERED AT THE SUPPLY POINT TO THE RESPECTIVE GROUP.

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

Sector-21, Nava Raipur, Chhattisgarh 492002

Web site: markfed.cg.nic.in

दिलीप जायसवाल
(महाप्रबंधक)
छ.ग. राज्य सह. विप. संघ मर्या.
मुख्यालय रायपुर अटल नगर

28.11.24

श्रीमती निवेदिता मिश्रा
अधिवक्ता
जी-2, श्रीराम नगर, रायपुर (छ.ग.)
फोन : 0771-2284011, 9827118538

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IMPORTANT INFORMATION		
S. No	**ITEM**	**DESCRIPTION**
1	DEPARTMENT NAME	CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD (CGMARKFED)
2	AUCTION SUBJECT	CGMARKFED INVITING ON-LINE APPLICATION FROM FRK MANUFACTURERS FOR THE SUPPLY OF 84,000 MT FORTIFIED RICE KERNELS (FRKs) THROUGH PRICE DISCOVERY ON NEML REVERSE E-AUCTION PLATFORM WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR KHARIF 2024-25 TO THE RICE MILLERS OF CHHATTISGARH FOR THE FORTIFICATION OF CUSTOMED MILLED RICE TO BE DELIVERED AT THE SUPPLY POINT TO THE RESPECTIVE GROUP.
3	BID DOCUMENT DOWNLOAD START DATE	30TH NOVEMBER 2024
4	PRE BID MEETING	6TH December 2024
5	LAST DATE AND TIME FOR RECEIPT OF TECHNICAL DOCUMENTS	24TH December 2024
6	Technical Bid evaluation date	27TH December 2024 (Only technical bid qualified bidders will be eligible to participate in the reverse auction)
7	REVERSE E-AUCTION DATE	30TH DECEMBER 2024
8	AUCTION INVITING AUTHORITY	MANAGING DIRECTOR, CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD
9	ADDRESS	**6th Floor, Tower "C" Commercial Complex, C.B.D. Sector-21, Nava Raipur, Chhattisgarh 492002**
10	E-MAIL ID	markfed.cg.nic.in

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(A STATE GOVERNMENT UNDERTAKING)
6th Floor, Tower "C" Commercial Complex, C.B.D.
Sector-21, Nava Raipur, Chhattisgarh 492002

The CGMARKFED invites applications from the - Fortified Rice Kernel (FRK) Manufacturers from all over India for supply of Fortified Rice Kernel as per FSSAI Standards through participation in the reverse e-auction conducted through NCDEX e-Markets Limited (NeML) Portal on behalf of CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD (CGMARKFED) for KMS 2024-25 season. The procedure for enrolment, registration on NCDEX e-Markets Ltd. and terms and conditions by CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD for supply of Fortified Rice Kernel (FRK) is detailed below:

1. SCOPE OF WORK :-

1.1. The CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD Raipur (here in after referred to as CGMARKFED invites on-line application for "Appointment of suppliers to supply - Fortified Rice Kernel (FRK) with Three (3) Micro Nutrients in 20 Kg Bag as per FSSAI Standards" through participation in the reverse e-auction conducted through NCDEX e-Markets Limited (NeML) Portal. The Fortified Rice Kernel (FRK) Manufacturers from all over India are eligible to participate as per eligibility criteria in the price discovery through reverse e-auction process to be conducted by CGMARKFED through NCDEX e-Markets Limited (NeML).

1.2. The requirement of Fortified Rice Kernel with Three (3) Micro Nutrients (Iron, Folic Acid And Vitamin B12) in 20 kg PP Bag which has to be supplied to the specified Depos/supply points with in the respective Group in the State of Chhattisgarh for undertaking rice fortification and onward supply of fortified rice under PDS/ICDS/MDM. Suppliers must arrange Depo/godown at their own cost and with in the Group geography for which bidder has been awarded supply work order.

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

1.3. Applicant from all over India capable of supplying Fortified Rice Kernels (FRK) in 20 kg Bags are invited to participate in the reverse e-auction. The price discovery reverse e-auctions conducted through NCDEX e-Markets Limited (NeML), for which registration is mandatory.

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1.4. The procedure for enrolment and registration of FRK manufacturers, terms and conditions for supply of FRK 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 CGMARKFED Web site: markfed.cg.nic.in 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 all Groups as per annexure II where they meet the technical criteria. However, if a bidder is awarded a contract (becomes L1) for single Group, they are ineligible to participate in the bidding for other Groups. In other words, a successful bidder can only be awarded a contract for Single Group.

2.2 The bidder shall have its own running manufacturing unit for supply of Fortified Rice Kernels (FRK) and only such bidder owning their respective manufacturing units alone are eligible to apply for registration, fulfilling certain criteria specified below.

2.3 The Fortified Rice Kernels (FRK) Manufacturing Unit shall be in a working conditions with a valid electricity connection.

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

2.5 The bidder must have minimum avg annual turnover as per annexure II in the last three years 2021-22,2022-23 and 2023-24

2.6 FRK supply Experience: T*he bidder must have supplied a minimum quantity of as per Annexure II to any State Government, Central Government, Public Sector Undertaking only during immediate past three years from the date of issuance of RFP.*

2.7 **There would not be any relaxation in the FRK manufacturing capacity MT per day basis however, to ensure healthy participation, CGMARKED will allow relaxation in the avg annual turn over and FRK supply experience for the newly established plant. In case if any applicant does not have required FRK supplies experience and avg annual turnover as mentioned in clause 2.6, can also participate provided applicant must furnish additional 3% Security Deposit over and above stipulated EMD and Security deposit.**

2.8 The Manufacturer should have valid FSSAI license /Registration for food category 99.5 as well quality certification such as ISO: 22000 etc.

2.9 The Fortified Rice Kernels (FRK) Manufacturing Units should have a valid license issued by the concerned authority for manufacturing and storing of Fortified Rice Kernels (FRK).

2.10 FRK Manufacturing Units should possess valid GST registration issued by concerned authorities.

2.11 The Bidder should not have been blacklisted / convicted for any offences or violation by any State Government, Central Government, State Undertaking or

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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 during the past three years.

2.12 In case of any instance of blacklisting/ conviction of a bidder comes to the notice of CGMARKFED during the auction process or subsequent to the award of the contract, the bidder shall stand automatically disqualified and all its EMD and Security deposit amount submitted to CGMARKFED 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 Fortified Rice Kernels (FRK) and the bidder should have submit valid central license from FSSAI and other applicable licenses.

3.2 Attested copy of audited balance Sheet and profit / loss account for past three years i.e.,2021-22& 2022-23 and 2023-2024 duly certified by Chartered Accountant shall be submitted.-

3.3 Bidders shall submit attested copy of acknowledgement the Income Tax returns of last three years i.e., 2021-22& 2022-23 and 2023-2024.

3.4 Bidders shall submit net worth certificate duly certified by the competent Chartered accountant.

3.5 Attested copy of Certificate of registration under GST Act as applicable shall be submitted.

3.6 Copy of PAN card attested by authorized signatory.

3.7 The bidder must possess a manufacturing capacity in MT per day for Group wise as per Annexure II and shall submit a Rs. 100 Affidavit as detailed in Annexure V.

3.8 The bidder shall submit last three months electricity bills of FRK manufacturing unit.

3.9 Experience – To be eligible to participate the bidder must have supplied a minimum quantity as per Annexure II to any State Government, Central Government, Public Sector Undertaking, during the preceding past three years.

3.10 Bidders must complete and submit the Application Form for Registration as per ANNEXURE I

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

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

3.13 Declaration form on letterhead as per Annexure-VII

3.14 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.

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

3.16 The address proof of the authorized signatory viz Telephone bill/copy of pass port /electricity bill/ voter ID / Driving license etc. Proof should be submitted along with the application. The address proof in respect of the bidder shall be either certificate of registration or certificate issued by the concerned authority.

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

3.18 Bidders have to deposit the 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	00990690013043	HDFC0000060	Sandoz House Worli Mumbai

3.19 Interested participants can contact the Customer Service Group 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 22nd December 2024 at the following mail ID: **askus@neml.in**.

4.2 . The CGMARKFED reserves the right to extend the date of submission of applications subject to uploading circular on such extensions on the CG MARKFED Web site: markfed.cg.nic.in

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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 technically qualified bidders are only eligible to participate on electronic bidding system (e-auction) conducted by NeML(www.market.neml.in) as and when scheduled. The electronic reverse auction platform will provide the bid history report to the CGMARKFED for needful scrutiny. CGMARKFED will select or declare the auction result based on the lowest rate offered.

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

4.6 The e- Auction is scheduled on **Date 30th December 2024** Any changes in the schedule of e-Auction, date and timings will be published on the CGMARKFED and NeML website

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

5. EVALUATION OF AUCTION DOCUMENT

5.1 The technical document submitted online before the last date of technical document submission only will be evaluated. However, CGMARKFED has the right to extend the date of submission of documents subject to uploading circular/corrigendum on such extensions on the website

5.2 NeML will evaluate the technical documents submitted and based on the RFP terms and conditions will submit the report to CGMARKFED for review and approval purpose. CGMARKFED will confirm the technical qualified bidders list. The bidder submitting valid documentary evidences in compliance of the eligibility criteria/conditions as stipulated by CGMARKFED in the RFP shall only be Technically qualified.

5.3 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.

5.4 **The completed technical & relevant documents shall reach NeML on or before Date 24th December 2024 cut-off time 5.00 pm**

5.5 The Bidders are advised to follow utmost caution and care while filling, signing and submitting the mandatory documents and information. Any mistake, error or omission in this regard shall attract disqualification. Rejection of application due to such cause shall be at the sole risk and cost of the erring bidder.

6. Scheduling of reverse e-auction and Bidding process

6.1 The NeML, after membership registration and scrutiny of application will provide required segment to the eligible applicant only. They will be allotted with member ID and password by NeML to enable them in participating in e-auction.

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6.2 The NeML in consultation with CGMARKFED, will schedule the auctions. e- auction calendar will be published on the website of CGMARKFED and NeML. The registered bidders are requested to go through the auction calendar carefully before participating in e-auction and no separate intimation will be given in this regard.

6.3 Being Group wise auction, buffer time between two auctions will be 15 minutes.

6.4 Alternatively, the registered bidders may contact the Customer Service Group on phone numbers (022) 48810500 of NeML for information on schedule of e- Auction. The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website in their own interest, rather than depending on other mode of information sources.

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

6.6 The EMD of the L1, L2 and L3 bidder would be blocked in the system. EMD of the rest of the unsuccessful Bidder(s), shall be returned via system on the with drawl request made by the bidder through www.market.neml.in.

6.7 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.

6.8 Reverse Auction will be conducted for Tentative Quantity of Group wise under the Respective Group in Chhattisgarh.

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

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

6.11 The maximum decrimental Tick Size Rs 1000 per Quintal.

6.12 In case of similar price quote, evaluation of the bids will be done as per Price, Quantity and Time basis(PQT). Bid history report will be basis to evaluate the bid received time. Based on the Bid receiving time winner will be declared.

6.13 The Price quoted shall be inclusive of all expenses and transport charges to the destination but exclusive of applicable GST (18%).

6.14 The bids of all bidders who have participated in the e-auction must remain valid for period of **180 days** from the date of e-auction.

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

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

6.17 The successful bidder will be intimated the acceptance of his auction by a letter /email by CGMARKFED and NeML.

6.18 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

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successful Auction shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Auction for a period of two years. The decision of the Managing Director, CGMARKFED in this regard will be final.

6.19 CGMARKFED and 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 CGMARKFED.

6.20 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.

6.21 Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter /Email Confirmation/Acceptance issued by the CGMARKFED 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 CGMARKFED.

6.22 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 CGMARKFED shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the CGMARKFED may have under the Contract and law.

6.23 The CGMARKFED 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.

6.24 All the post auction process including Approval of Bids, Depositing SD, supply agreement, terms of supply of commodity and payment will be communicated by service provider through CGMARKFED to the successful bidders.

6.25 The successful bidder upon receipt of communication regarding acceptance of bid by CGMARKFED shall remit security deposit within 5 (five) working days by way of electronic fund transfer to the virtual bank account provided by NeML.

7. EARNEST MONEY DEPOSIT

7.1 The registered suppliers need to deposit **5.28 %** on the trade value (Earnest Money Deposit) in the Dedicated Virtual Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance

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

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Auction or after the acceptance of the offer by CGMARKFED 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 Price Discovered Value. The transaction charges of 1% plus GST (18%) will be on Price Discovered Value and will be adjusted from EMD amount (5.28%). Balance 4% EMD will be adjusted in the Security Deposit.

7.5 The 5.28% of EMD amount of the L1 bidders will be blocked in the system on behalf of CGMARKFED which will be adjusted towards 10% Security Deposit.

7.6 The 5.28% of EMD amount of the L 2 and L 3 bidders will be blocked in the system on behalf of CGMARKFED. MD CGMARKFED at their discretion may allow to supply FRK at the L1 price and rest terms and conditions will remain the same.

7.7 The EMD of unsuccessful bidders other than L1, L2 and L3 will be released.

7.8 CGMARKFED will issue letter to the L2 and L3 bidders to match the L1 price. L2 and L3 bidder must reply with in one working day after receiving email. If L2 and L3 do not match the L1 price then MD, CGMARKFED at his discretion can offer the rest of bidders to ensure timely and smooth supply and allot the districts and Group.

7.9 In case L2, L3 or any participated bidders having valid bid and accept the L1 price need to deposit EMD and SD as per RFP terms and conditions.

7.10 In any case no bidders will be awarded two work orders in any Group.

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 10 % (Ten percent) of the value of the order, after adjusting the EMD(4%) already paid, within 5 (five) working days from the date of receipt of the communication of acceptance of the Reverse e Auction received from CGMARKFED to the virtual bank account provided by NeML, same shall be blocked in the system till receipt of the NoC from the CGMARKFED.

8.2 No cheque will be accepted. Any other amount pending with CGMARKFED 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 Deposit remitted by the bidder will be forfeited. The EMD and Security Deposit will not carry any interest.

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

9. AGREEMENT AND ORDER FOR SUPPLIES

9.1 The short-listed manufacturers who qualify in e-auction will sign a supply agreement contract with CGMARKFED Raipur Head office with in 7 working days after receipt of price confirmation. After agreement signing CGMARKFED will issue a workorder.

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अधिवक्ता
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9.2 The short-listed manufacturers who qualify in e-auction for each destination will be issued with Supply/Work orders based on the paddy arrivals of the respective Group. The manufacturer will be issued work order subject to payment of prescribed security deposit.

9.3 The successful bidder would be issued letter of award by CGMARKFED, the successful bidder shall deposit SD (Security Deposit) within 5 working days in the NeML escrow account.

9.4 The CGMARKFED 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 to the designated rice millers across the Group. **To facilitate the supply, suppliers must arrange godown at his own cost as supply point from where rice millers will take the delivery of FRK**

9.5 Quantities supplied in excess of the quantity specified in the Work order will not be paid for. Supply of required quantity should be as the movement orders issued by CGMARKFED. The successful qualified bidder is bound to honor such indents and shall arrange to supply requisite quantity of Fortified Rice Kernels (FRK) to the rice millers. The supply of consignment ordered shall be delivered in accordance with the Movement Order issues concerned DMOs/Nodal Officers.

9.6 Supply of first consignment/Truck (FRK) shall reach the destination within 15 days from the date of Movement orders issued by the DMOs CGMARKFED.

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

9.8 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 and EMD furnished by the qualified auction shall be forfeited and CGMARKFED 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.

9.9 In case of non-supply of stocks within the specified time limits as per supply/Work order/indent of the CGMARKFED, is at liberty to purchase the item from other alternative sources/ third party/ or other bidder, in its discretion and recover the difference of cost from the bidder who has defaulted.

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

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10.1 QUALITY PARAMETERS. The quality parameters for Fortified Rice Kernels (FRK) as per the FSSAI standards are detailed below for the reference of all eligible manufacturers. CGMARKFED 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.

10.2 Fortified Rice Kernels (FRK) comprises of: Major ingredients include:

- Rice Flour
- Food Grade Vitamin and Mineral Premix per FSSAI guidelines
- FSSAI approve Acid regulators and emulsifiers
- Potable Water (complying Indian Standards for Potable Water Standards IS 10500: 2012 with up to date amendments)

Note: Citric Acid and Soyabean Oil are not required for the manufacturing of the FRK and use of the same is not accepted.

Rice Flour:

Clean broken rice at an initial moisture content of 11 to 12 percent, when tested as per method given in IS 4333 (Part 2),is ground to flour having an average particle size of less than 250 microns (preferably less than150 microns). Rice flour is very hygroscopic in nature; hence, the - material and final produce shall be
handled to control moisture; hence, the - material and final produce need to be handled as per Good Manufacturing Practices (GMP).

Rice Flour for preparation of Fortified Rice Kernel (FRK)

Rice flour used for preparation of fortified rice kernel shall be white to off white powder. It shall be free flowing with characteristic odour and no off odour. It shall be free from foreign matter.

Rice flour used for preparation of fortified rice kernel shall confirm to the following standards-

S.No.	Requirement	Limit
1.	Particle size (%)	Not less than 90% passes through 60 mesh
2.	Moisture % by mass	Not more than 14.0
3.	Acid insoluble ash, % by mass (on dry basis)	Not more than 0.15
4.	Alcoholic acidity, %	Not more than 0.18

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5.	Uric Acid, mg/kg	Not more than 100.0
6.	Yeast and Mould Count(cfu/g)	1×10^2
7.	Aerobic Plate Count (cfu/g)	1×10^4

In addition to the above, rice flour used for preparation of fortified rice kernel shall comply with the provisions of Food Safety and Standards (Contaminants, Toxins and Residues) Regulation, 2011 as applicable.

Vitamin and Mineral Premix for manufacturing of Fortified Rice Kernels (FRK)

In exercise of the powers conferred under Section 92 of the Food Safety and Standards Act, 2006, FSSAI has framed the Draft Food Safety and Standards (Food Product Standards and Food Additives) Amendment Regulations w.r.t. the limit of micronutrients in Vitamin and Mineral Premix for manufacturing of Fortified Rice Kernels (FRK).

FSSAI fixed limits of micro nutrients in Vitamin and Mineral Premix for manufacturing of FRK (the required level of micronutrients per 100g of vitamin and mineral premix, considering the 2% rate of addition in manufacturing FRK):

No	Micronutrients	Composition (per 100g of Vitamin and mineral premix)
1	Iron (Salt source — Ferric pyro phosphate)	17 to 20 g/100g
	Iron (Salt source —sodium teredetate –NaFeEDTA)	8 to 10 g/100g
2	Vitamin B-9 (Folic acid)	45 to 55 mg/100g
3	Vitamin B-1 2 (Cyanocobalamine)	0.45 to 0.55 mg/100g

S.No.	Requirement	Limit
1.	Moisture % by mass	Not more than 11.0
2.	Particle size of micronizedferric pyrophosphate (D90particles), µm	1-3
3.	Yeast and Mould Count (cfu/g)	1×10^2
4.	Aerobic Plate Count (cfu/g)	1×10^4

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In addition to the above, vitamin and mineral premix shall comply with the provisions of Food Safety and Standards (Contaminants, Toxins and Residues) Regulation, 2011

Specifications for Potable/ Drinking Water:

Water is used in manufacturing of Fortified Rice Kernels a solute which penetrates the starch structure of the flour and helps in gelatinization of starch. Potable water (complying Indian Standards for Potable Water Standards IS 10500: 2012 with up to date amendments) shall be used for mixing of ingredients. Water should be tested at least once in quarter and report should be kept thereof.

10.3 Criteria for procurement of premix for FRK production:

The manufacturer should submit Certificate of Analysis (COA) for FRK and the pre-mix used for production of the FRK along with FRK truck. The report should mention the levels of all micro-nutrients, along with salt names, which were added for FRK production. The chemical salt of the Vitamin and Minerals, used for FRK production, should be same as per the specifications mentioned in FSSAI guidelines. Test parameters should be performed by NABL accredited laboratory external to both the FRK manufacturer as well as the pre-mix producer.

The FRK manufacturer shall submit FRK CoA which includes all the above parameters and methods specified against them. CoA with No other methods shall not be accepted.

If any change in methods of Analysis, shall be informed by CGMARKFED. CoA shall be having FRK Batch No and Qty of that Batch. Expiry date shall not be mentioned in FRK CoA. If more than one batch of FRK is loaded in a truck, the batches shall be clearly marked and same shall be informed at destination while unloading

Fortified Rice Kernels (FRK) Specification:

Fortified Rice Kernels (FRK) are Rice shaped kernels containing vitamins and minerals produced through extrusion. FRK should resemble the regular rice in its colour, sheen, consistency and texture.

Fortified rice kernels shall conform to the following physical and chemical requirements-

Parameter	Specification	Reference	Frequency
Shape	Manufactured grain should resemble the normal milled rice as closely as possible	Rice supplied by CGMARKFED	Each consignment

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Average Grain Length	5.5mm to 6.5 mm	Rice supplied by CGMARKFED	Each consignment
Average Grain Breadth	1.8 mm to 2.2 mm	Rice supplied by CGMARKFED	Each consignment
**Density of FRK	FRK Should not float in potable water and should be immersed.		
Moisture	12% w/w (Max)	IS4333 (Part 2)	Each consignment
Extraneous Matter	Free from organic and inorganic extraneous matter	Visual Observation	Each consignment
Kernel count /g	50-75	Weighing	Each consignment
Color	White to Off-white	Visual Observation	Each consignment
Iron: (Ferric Pyrophosphate Premix) Particle Size : 3 microns (Max)	3525 to 4250 mg/Kg of FRK	## Please refer the method of analysis as mentioned below	Each consignment
(Or) b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate (Sodium feredetate – Na Fe EDTA)	1765 to 2125 mg/Kg of FRK		Each consignment
Folic Acid	10000 to 12500 µg/ Kg of FRK	## Please refer the method of analysis as mentioned below	Each consignment
Vitamin B-12 (Cynocobalamine Hydroxycobalami ne)	100 to 125 µg/ Kg of FRK	## Please refer the method of analysis as mentioned below	Each consignment
Aerobic Plate Count	10,000 cfu per gram (Max)	IS 5402 (Part 1)	Each consignment
Yeasts and Moulds	100 cfu per gram (Max)	IS 5403	Each consignment
URIC ACID	Not more than 100 mg/kg of FRK		
Cooking test	FRK to physical properties nd micronutrient levels after a	Cooking characteristics of CGMARKFED rice.	Each consignment

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	being subject to washing and cooking Cooking characteristics to be similar to CGMARKFED rice.		

** Relaxation can be allowed up to 3%

Procedure for Calculating Density of FRK :Take 10 grams of FRK and count the number of FRK and add 30ml of water for calculating floating FRK percentage

The percentage of floating FRKs can be calculated using the following formula:

Floating FRK Percentage = (Number of Floating FRKs / Total Number of FRKs in 10 grams) x 100

Product	FSSAI test methods		
	Iron	VitaminB9	VitaminB12
Fortified Rice	FSSAI.FR.16.001.2022	FSSAI.FR.16.002.2022	FSSAI.FR.16.003.2022
Fortified Rice Kernel	FSSAI.FRK.16.004.2023 orFSSAI.FRK.16.007.2023	FSSAI.FRK.16.005.2023	FSSAI.FRK.16.006.2023
Vitamin-Mineral Premix for Fortified Rice Kernel	FSSAI.VMP-FRK.16.008.2023	FSSAI.VMP-FRK.16.009.2023	FSSAI.VMP-FRK.16.010.2023

Physical Parameters of FRK:

S. No.	Requirement	Limit in %
1.	Moisture % by mass,	Not more than 12.0
2.	Broken rice kernels, percent by mass,	Not more than 1.0
3.	Foreign matter, percent by mass	0.001
4.	Damaged Kernels including Heat-Damaged	0
5.	Discolored grains	0
6.	Chalky grains	0
7.	Admixture with any other grains including non-fortified rice	0

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Note: These are quality parameters, test methods, ranges of micro-nutrients fixed by FSSAI/DFPD, GoI. If FSSAI/DFPD/CGMARKFED changes any quality parameter, test methods, ranges of micro-nutrients same shall be followed by Supplier after intimation by CGMARKFED

The standards for Three (3) Micro nutrients of fortified rice as specified by FSSAI at the beneficiary level are detailed below:

As per recommendations of FSSAI standards, the Level of 3 Micro nutrients is mentioned in the table below.		
S.No	**Nutrient**	**Level of Fortification per Kg**
1	**Iron** - (a) Ferric pyrophosphate **(or)**	28 mg - 42.5 mg *
	(b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate (Sodium feredetate - Na Fe EDTA) ;	14 mg - 21.25 mg
2	**Folic acid** - Folic acid ;	75 µg - 125 µg
3	**Vitamin B 12** - Cyanocobalamine or Hydroxy cobalamine ;	0.75 µg - 1.25 µg
	Note: * added at a higher level to account for less bioavailability.	

*10 gm Fortified Rice Kernels are required for blending with 1 kg regular rice to produce fortified rice.

**To ascertain above levels of micronutrients as prescribed by the FSSAI, the manufacturer should produce the Fortified Rice Kernels as per the specification mentioned above

QR Code on Certificate of Analysis (CoAs): FRK Manufacturer should produce CoAs of Premix of FRK and FRK with QR code on all test reports issued by FSSAI notified NABL accredited Food labs which can be scanned using any QR scanning application available on mobile/any device to authenticate and reproduce the test report online.

a. At the time of delivery of stocks by the successful bidder, the bidders should submit two samples of 500 gm each of FRK with District manager CGMARKFED. Samples will be taken as per the procedure in vogue. There shall not be any variation from bag to bag in terms of any specification of FRK, so that the sample taken from any single bag shall strictly confirm to the specifications. In the event that, if the supplied stocks do not meet the prescribed specifications, they will be rejected. The supplier must bear the responsibility and risk of returning these stocks and it will be viewed seriously besides imposing penalty of an amount equivalent to ten percent (10%) of the trade value on each rejected consignment. The imposing of any penalty will be at the sole discretion of the - Managing Director of CGMARKFED.

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a. **PACKING:**

i. **Packing instructions**: FRK shall be delivered in appropriately labelled 20 kg woven HDPE bags with an inner LDPE lining. The packaging material to comply with the specifications given below:

Outer Packaging Material	: Woven HPDE
Outer bag	: 80gms
Inner Liner Packaging Material	: LDPE Liner Thickness: 250 gauge **and shall be heat sealed after filling of FRK**
Packaging Size	: 20 kg.

The outer bag shall be double machine stitched and inner liner which is heat sealed after filing of FRK.

10.4 **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

10.4.1.1 Intended Consumption Ingredients

10.4.1.2 Vegetarian logo

10.4.1.3 Net weight

10.4.1.4 Detailed address of Manufacturer

10.4.1.5 Instructions for Use

10.4.1.6 Storage Conditions

10.4.1.7 Batch Number/ Lot Number/ Date & Time of Manufacturing/Shelf Life

10.4.1.8 Not for Retail Sale

10.4.1.9 Any other Information required under legal Metrology (package commodities) rules,2011 The Food Safety and standards (Labelling and Display regulations,2020 and relevant regulations from FSSAI

10.4.1.10 It shall mention in bold

'NOT TO BE CONSUMED AS AN INDEPENDENT PRODUCT'

'NOT TO BE CONSTRUED AS SUBSTITUTE FOR RICE OR RICE FLOUR'

Without the above details, the stocks dispatched by the FRK manufacturer will not be accepted at the Buffer Godown. The FRK manufacturer should have valid license from FSSAI on the date of supply of FRK and the same should be printed on the Bag.

Shelf life: The FRK produced should have a shelf life of minimum **12 months** from the date of manufacturing

The Fortified Rice Kernels (FRK) stocks should be delivered duly packed in a special two-layer bag with inner poly lining (20kg). Without the above details the stocks dispatched by the manufacturers will not be accepted at the specified Buffer Godown/MLS points of CGMARKFED.

10.5 FRK Shall be supplied within a period of 20 days from the date of

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manufacturing to the destination.

If the stocks are brought to the specified Buffer Godown/MLS points without fulfilling the quality, quantity and above conditions the manufacturer has to take back the stocks at their risk and cost and CGMARKFED is not responsible for any loss in such cases.

10.5.1 The batch size of Premix shall be up to 10 MTs only

10.5.3 The maximum size for a single FRK batch is 10 MT. Additionally, each batch must have its own separate Certificate of Analysis (COA), which should be sent along with the truck transporting the batch

10.5.4 Quality assurance and control:

The Supplier/ manufacturer must be FSSAI licensed / registered under category 99.5 and should have a valid license for production of FRKs. For compliance with food safety standards, the processor must be able to demonstrate by principle and practice the adoption, implementation and recording of:

- Good Manufacturing Practice
- Hazard analysis critical Control Point Program
- Quality Management System

FRK successful bidder should submit the below documents to DMOs/Nodal officers, CGMARKFED before dispatching the consignment:

- Certificate of Analysis (COA) of FRK with batch no. from an FSSAI notified NABL accredited laboratory, for each consignment/Batch.
- The CoA of FRK shall have all parameters as mentioned in the RFP.
- CoA of the premix used for manufacturing FRK, for each consignment/ Batch.
- Details of the quantity of FRK being supplied along with COA
- Valid FSSAI license to be submitted annually.
- Invoice containing FRK batch No and Premix batch No which is used in production of that particular FRK batch.

11.ASSAYING

11.1 The successful bidder shall, on his own and at his cost, offer the stock of Fortified Rice Kernels (FRK) from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 10.3 above, from any of the NABL (National Accreditation Board for Testing and Calibration Laboratories food testing laboratories) as per the list notified by Food Safety and Standards Authority of India. The stocks which qualify the parameters as per Clause-10.3 shall only be supplied. Each consignment shall accompany such Assaying Certificate issued by FSSAI notified NABL Laboratory.

11.2 CGMARKFED may randomly collect the samples from the supply point managed by the supplier and get the samples tested in any of the FSSAI notified NABL accredited laboratories independently. The results of such testing will be final and binding

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on the manufacturers. The results of stocks which are not confirming to the specifications to be replaced with new stock with good quality by the bidder at his own cost and risk within Twenty (20) Days from the date of intimation by the respective HO/District marketing officer(DMO) of CGMARKFED. However, the suppliers are allowed to appeal for retesting for only one (1) time and result of appeal is final and Supplier shall bound to the results of appeal and Supplier has no right to request for 2nd appeal. Bidder may note that the cost of assaying charges for retesting will be collected from the supplier and such costs will be deducted while making the payment for supplies made.

11.3 The successful bidder shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan and assaying report from the FSSAI notified NABL accredited laboratories shall be handed over to concerned officer of the CGMARKFED at the time of giving delivery. Deliveries without valid documents will be rejected.

11.4 The supplier should submit the COA's from the certified laboratories available in FSSAI Website from time to time , the supplier should check the FSSAI website before sending the sample to the laboratories for testing along with valid NABL accreditation of such food laboratory. The COA's of other laboratories which are not available/ notified by FSSAI are not valid/accepted.

12 TERMS AND CONDITIONS OF DELIVERY.

12.1 The Quantities called for auction to be supplied within 9 months period of time for the respective Group by the Supplier. The successful bidder is required to deliver the specified quantity of Fortified Rice Kernels (FRK) in 20 kg bags, adhering to the provided specifications, within a timeframe as mentioned in the work order upon receiving the movement order from GROUP/DMO, CGMARKFED. Any slackness or delay of supplies will be viewed seriously, each day of delay in supply on work order quantity given to the Manufacturer after the stipulated time shall be levied a penalty of Rs. 10,000/-per day. The imposing of penalty will be at the sole discretion of the - Managing Director of CGMARKFED.

12.2 The Successful bidder shall furnish a daily report to the District marketing officer(DMO)s/Nodal officer of CGMARKFED on supply of stocks truck wise and miller wise quantity delivered through email.

12.3 The successful suppliers should take adequate precautions to prevent damage or deterioration to Fortified Rice Kernels (FRK) during storage/transportation. He should also insure the stock during transit at his cost.

12.4 The successful suppliers should have sufficient FRK stock at the delivery/supply point at his cost as per the Movement order / indent issued by Zonal Head/District marketing officer(DMO).

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12.5 **Instructions on Packing of FRK :-**All information as per standards of Legal Metrology Act2009 and The Legal Metrology (Packaged Commodities) Amendment Rules, 2023 and Food Safety &Standards Act,2006 and Regulations there under, must be mentioned on each packed pouch name and full address of the manufacturer / Co- Operative Mill / Packer, Name of the commodity, net weight, month & year of packing of the commodity.

13. FORTIFIED RICE QUALITY MANAGEMENT SYSTEM (FRQMS) IMPLEMENTATION

- **Mandatory Implementation of Online Digital QA/QC Platform:** The chosen bidder must commit to the implementation of FRQMS-an online Digital QA/QC platform throughout their supply chain. This initiative aligns with the directive of the CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD. It applies to all stages - sourcing of - materials, manufacturing processes, testing in NABL-accredited laboratories, Certificates of Analysis (COA), and the dispatch of Fortified Rice Kernel (FRK) Lots to the government. Ensuring accurate and timely data entry and maintenance is of utmost importance.
- **Disclosure of Premix Suppliers and Integration with QA/QC Platform:** Bidders are required to furnish a comprehensive list of their Premix suppliers. Furthermore, bidders must ensure that these premix suppliers also adopt the online Digital QA/QC platform within their supply chains. This synchronization is essential as per the guidelines of the CHHATTISGARH STATE COOPERATIVE MARKETING FEDERATION LTD, especially for the sourcing of - materials, manufacturing processes, testing in NABL- accredited laboratories, Certificates of Analysis (COA), and the dispatch of Premix Lots to the bidder.
- Commitment to Training and Resource Allocation: Bidders must express their commitment to actively participate in all relevant training programs linked to the Digital QA/QC platform. This includes arranging the necessary resources to facilitate the successful implementation of this platform.

14. <u>TERMS OF PAYMENT and Taxation</u>

14.1 The rice millers tagged to the supplier's depo will make direct payment to the suppliers at the time of taking delivery. Suppliers will generate invoice in the name of the rice millers.

14.2 The suppliers should also submit the following documents at the time of delivery of the consignment to the respective rice millers:

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 CGMARKFED.
e) After completing the delivery, suppliers must furnish the delivery completion report to the District Manager and CGMARKFED HO. Report format shall be prescribed by the CGMARKFED.

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14.3 To ensure timely payment from the rice millers to the FRK suppliers, CGMARKFED will issue letter or directives to the Customed Rice millers for the timely lifting of FRK and payment to the suppliers. Rice millers should take the delivery from the approved FRK suppliers Depo only.

14.4 At time of releasing Security deposit of seller, 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.

14.5 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 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. EXTENSION TIME/ PENALTY ON DEFAULT:

15.1 The Auction validity period for 09 months, and the supply of stocks will be carried out on an as-needed basis in accordance with movement orders from GROUP or DMO, CGMARKFED.

15.2 The entire order quantity of FRK 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 Manufacturer after the stipulated time shall be levied a penalty of Rs. 10,000/-per day. The imposing of penalty will be at the sole discretion of the - Managing Director of CGMARKFED.

15.3 Penalty for the late deliveries will be imposed as per the discretion of the - Managing Director.

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

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

15.6 In the event of failure by the successful bidder (s) at any stage of the supplying process, the EMD and Security will be forfeited and CGMARKFED may also proceed with blacklisting of the firm for the period of Two (2) Years.

15.7 In the event of termination of the manufacturer due to violation of the agreement or under any Agreement with the CGMARKFED, all other contracts that the manufacturer has with the CGMARKFED 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.

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

- The successful bidder, if breaches any condition or clause of the terms and conditions of this auction, the CGMARKFED 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.

- In case the supplies made under this contract or the manufacturer is suspended due to violation of terms and conditions of this auction under any contract with the CGMARKFED, all other contracts of the said Successful bidder with the CGMARKFED, if any, will also be suspended. 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 CGMARKFED then the Supply/Work order will automatically come to an end or partly continues for which manufacturer is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against CGMARKFED.

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

- The CGMARKFED 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 FRK Stocks within prescribed time limit mentioned by CGMARKFED (or)
  - If the Successful bidder fails to promptly correct the defect in the supplied goods in the time limit given by CGMARKFED (or)
  - If the Successful bidder fails to perform any other obligation(s) under the Auction (or)
  - The CGMARKFED or the Successful bidder goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
  - Notwithstanding the above, the CGMARKFED 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.

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- In the event of termination of Supply order by the CGMARKFED 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 CGMARKFED 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 CGMARKFED up to the date of effect of this procedure.

17. SET OFF:

In the event of the CGMARKFED having any claim or claims ascertain or otherwise against the agent 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 CGMARKFED to the agent 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 CGMARKFED 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 CGMARKFED 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 CGMARKFED on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the manufacturer 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 including the interpretation of any of the Clause/Clauses of the auction, the matter shall be referred to Managing Director, CGMARKFED LTD.,

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ii. In case, if disputes are not resolved according to the Clause no.19 (i), then the matter may be referred to **Secretary Food, Government of Chhattisgarh who will be the appellate authority.**

iii. In case of any disputes still not resolved and which are relating to under this Auction, including the interpretation of any of the Clause/Clauses of this Auction, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Chhattisgarh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in where Head Office of CGMARKFED is situated and the decision of the arbitrator shall be final and binding on both parties to the arbitration.

iv. The manufacturer 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 CGMARKFED shall be discharged and released of all liabilities under this agreement in respect of such demand.

v. On receipt of a demand from the manufacturer 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 in the supply/Work order shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.

vi. 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 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

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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 CGMARKFED 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 the CGMARKFED 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 CGMARKFED 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.

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, CGMARKFEDs interpretation will be treated as final and binding.

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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:

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

ii) The agreement between CGMARKFED and suppliers shall remain valid for 12 month from the date of signing agreement.

22. INDEMNITY:

The Successful bidder shall defend, indemnify and hold NeML and CGMARKFED harmless during and after the auction 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 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 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 except sending successful intimation mail to bidders and collection of Security deposit and blocking on behalf of CGMARKFED and release of SD after confirmation/NOC from CGMARKFED.

b. NeML shall undertake Pre-auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by CGMARKFED.

c. NeML shall collect Earnest Money Deposit (EMD). The EMD will be blocked in the system on behalf of to CGMARKFED, after deduction of Transaction charges (TC) plus GST from the successful bidder on reverse auction value and is not part of the total consideration.

d. EMD and SD of successful bidder will remain blocked with NeML on behalf of CGMARKFED. There would not be any interest applicable on the EMD and security deposit amount.

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

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

g. NeML shall not be responsible for the delay in payment to the suppliers. Rice Millers will directly make the payment to the suppliers at the time of taking delivery.

h. 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 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. Should 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.

i. Further NeML is acting only as a price discovery 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.

j. NeML 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 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 CGMARKFED 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 24 of the above Auction document.

Place:

Signature of Applicant: _

_____

Name: _____

Date:

Seal:

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Annexure-I

APPLICATION FORM FOR SUPPLY OF FRK

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	

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Initials Please

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9	**Registered Office Address**	
9a.	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)	
10a.	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

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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	

⊗Initials Please

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 :

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Annexure-II

District wise estimated quantity of Fortified Rice Kernels (FRK) for Different GROUPs

Lot No.	Group Location	Districts Under Group	Estimated FRK Requirment MT	Minimum Processing Capacity MT per day	Minimum Turnover Rs. Cr	FRK Supply experience MT	EMD	SD after adjustment of EMD
1	BASTAR	Bastar, Bijapur, Dantewada,Kanker,Kondagaon, Narayanpur, Sukma	3528.39	20 MT	8	1500	5.28%	10%
2	BILASPUR	Bilaspur	5137.91	25 MT	12	2000	5.28%	10%
3	BILASPUR	Mungeli, Korba, Janjgir-Champa, Raigarh, Sakti, Sarangarh-bilaigarh, Gaurela-pendra-marwahi	21066.25	100 MT	50	5000	5.28%	10%
4	DURG	Durg	5532.7	25 MT	13	2000	5.28%	10%
5	DURG	Balod, Bemetara, Kanwardha, Rajnandgaon, Khairagrah-chhuikhadan-gandai, Mohlamanpur-AmbagarhChauki	14460.89	70 MT	35	4000	5.28%	10%
6	RAIPUR	Balodabazar , Gariyaband	5273.41	25 MT	13	2000	5.28%	10%
7	RAIPUR	Dhamtari,Mahasamund & Raipur	22609.63	100 MT	50	5000	5.28%	10%
8	SARGUJA	Koriya, Sarguja, Balrampur, Surajpur, Jashpur, Manendragarh Chirmiri Bharatpur	6390.82	25 MT	16	3500	5.28%	10%
		TOTAL	84000					

***The District Wise FRK quantities are arrived based on estimated paddy procurement & requirement of Fortified Rice. Quantities may be increased or decreased based on actual procurement of paddy & requirement of Fortified Rice.**

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Annexure-III

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

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

दिलीप जायसवाल
(महाप्रबंधक)
छ.ग. राज्य सह. विप. संघ मर्या.
मुख्यालय रायपुर अटल नगर

श्रीमती निवेदिता मिश्रा
अधिवक्ता
जी-2, श्रीराम नगर, रायपुर (छ.ग.)
फोन : 0771-2254011, 9827118633

ANNEXURE-IV

List of DMOS and CGMARKFED Head office contact person details.

S.NO.	District name	District Marketing Officer name	Mobile Number
1	Raipur	Mr. Jashbir Baghel	9131676010
2	Balodabazar-Bhatapara	Mr Rahul Andraskar	9977689949
3	Dhamtari	Mr. Sunil Rajput	9993235385
4	Mahasamund	Mr. Tikendra Rathore	787901362 ,8817597163
5	Gariaband	Mr. Amit Kumar Chandrakar	7898699365
6	Bilaspur	Mr. Shambhu Gupta	9300621181, 7000827582
7	Mungeli	Mr. Manoj Yadav	9826237629
8	Janjgir-Champa	Mr. Gajendra Rathore	8319615728,9993829334
9	Gaurela-Pendra-Marwahi	Mr. Ramesh Lahare	7999430676
10	Raigarh	Mrs. Shailon Netam	8720092067
11	Korba	Mrs. Janhavi Jilharen	7828079582
12	Durg	Mr. Bhomik Baghel	9907802233
13	Rajnandgaon	Mrs. Heena Khan	7974015271
14	Balod	Mr. Saurabh Bhardwaj	7000247712,9977689949
15	Kawardha	Mr. Kishore Chandra	9425525343
16	Bemetara	Mr. Upendra Kumar	7000595123
17	Sarguja	Mr. Arun Kumar Vishwakarma	9098632777
18	Balrampur	Miss Pritika puja kerketta	8085438596
19	Surajpur	Mr. Budhman Singh Tekam	8319029192
20	Jashpur	Mr. Ajay Kumar	8965980386
21	Koriya	Mrs. Preeti Bhardwaj	9617913432
22	Kanker	Mr. Ashutosh Kosaria	7898631899
23	Kondagaon	Mr. Satish Nannware	7987795575
24	Narayanpur	Mr. Lokesh Kumar	9770511145
25	Bijapur	Mr. Tamesh Nagwanshi	8871727553
26	Dantewada	Mr. K.S. Shandilya	9424244822
27	Jagdalpur	Mr. Rajendra Kumar Dhruv	9407912142
28	Sukma	Mr. Chetan Anand Thawait	7024610756
29	Sakti	Mrs. Shobhana Tiwari	8878302728
30	Khairagarh	Mr. Chandrapal Diwan	9303812576
31	Mohla Manpur	Mr. Pramod Som	9893023848
32	Manendragarh Bharatpur Chirmiri	Ms. Vinita Chaurase	9039888510
33	Saranghad Bilaigarh	Mr. Sheetal Bhoi	8103536722

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फोन : 0771-2284011, 9827118538

ANNEXURE-V

CERTIFICATE OF COMMERCIAL PRODUCTION OF FRK

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

I/We here by certify that M/s_____,Address_____

Having FRK manufacturing unit at_____has_____started commercial production of FRK w.e.f_____.

The Installed Capacity of Unit is__MT per Day(Single Shift)

M/s_____, works in No. of _____Shifts per Day.

Electric Connection _____KW.

FSSAI Central Licence No._____(The Copy of license issued by component authority

List of Machinery installed

Sr.No	Particulars(Name of Machinery)	Qty(Nos.)	Remarks

DATE:

SEAL:

SIGNATURE OF THE APPLICANT

CHARTERED ACCOUNTANT NAME IN

CAPITAL M.No

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फोन : 0771-2224017, 9827118538

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/CGMARKFED.
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/CGMARKFED.
4. That I/my firm/Company/Society shall abide by the Terms & Conditions of the auction as laid down by CGMARKFED.

Dated:..... Deponent

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:..... Deponent

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श्रीमती निवेदिता मिश्रा
अधिवक्ता
जी-2, श्रीराम नगर, रायपुर (छ.ग.)
फोन : 0771-2284[illegible] 9827118538

ANNEXURE-VII

DECLARATION FORM ON LETTERHEAD

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, CGMARKFED, Raipur For SUPPLY OF FORTIFIED RICE KERNEL (FRKs) WITH THREE (3) MICRONUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS DURING KMS 2024-25. We undertake as under:-

1. That the FRK supplied to CGMARKFED would be Strictly conform to the specifications as mentioned in the RFP Clause 10, 11 and 12 and as per schedule commencing immediately from the date of receipt of Work orders from CGMARKFED
2. That we will abide by all the conditions set forth.
3. To take back the FRK rejected quantity due to nonconforming to specifications, by the CGMARKFED at our own cost and replace the same.
4. That the Shelf life of FRK would be 12 months from the date of Manufacturing of FRK.
5. That the downloaded the RFP from CGMARKFED website or NeML website 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 CGMARKFED for period of Two (2) Years.

SIGNATURE OF THE APPLICANT

DATE:

NAME OF THE
ORGANISATION AND
ADDRESS:

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श्रीमती निवेदिता मिश्रा 9.11.24.
अधिवक्ता
जी-2, श्रीराम नगर रायपुर (छ.ग.)