RFP for Sale of Paddy by Chhattisgarh State Cooperative Marketing Federation Limited through e-auction on BSE e-Agricultural Markets (BEAM) Platform

---:::Invited by:::---

Managing Director

Chhattisgarh State Cooperative Marketing Federation (MARKFED)

6th Floor, CBD Complex, Commercial Block 'C, Sector 21, Barauda-1, Chhattisgarh 492002

DISCLAIMER

All information contained in this Request for Proposal (RFP) provided/ clarified is in good faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested service providers shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive.

Intimation of a discrepancy, if any, should be immediately given to the specified office. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects, and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) reserves the right to change/ modify/ amend any or all the provisions of this RFP document without assigning any reason. Any such change would be communicated to the service providers by email i.e mf_ctrlroom_raipur@gov.in

Neither Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) nor its employees, associates, and consultants will have any liability to any prospective service provider interested to bid or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Project, the information and any other information supplied by or on behalf of Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) or their employees and service providers or otherwise arising in any way from the selection process for the Project.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization without the written permission of Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED).

Contents

1. About Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED) 4
2. Invitation For Bids 4
3. Eligibility Criteria for Bidders 4
4. Documents required for registration to participate in the e-auction 5
5. Evaluation of Application for Registration 5
6. Scheduling of Sale of Paddy Stock 5
7. Item Quality and Quantity 6
8. Bid Price 6
9. Bid Validity 7
10. Pre- Requisites for Bidding 7
11. Sampling and Inspection of Goods 7
12. Earnest Money Deposit (EMD) 7
13. Process of Electronic Bidding System 8
14. Intimation to the Successful Bidder 9
15. Internet Connectivity 9
16. Documents Constituting Contract 9
17. Service Provider Transaction Charges 9
18. Payment and Lifting of Stocks 10
19. Non-Performance of the Contract 12
20. Force Majeure 13
21. Liquidity Damage 13
22. Arbitration 14
23. Liability of Auction Service Provider & CG MARKFED 14
24. Intellectual Property rights 15
25. Confidentiality Clause 15
26. Damages & Indemnification 16
27. No Warranties 17
28. Annexure-I Acquisition cost of Paddy 18

1. About Chhattisgarh State Cooperative Marketing Federation Limited (MARKFED)

The Chhattisgarh State Cooperative Marketing Federation Limited, commonly known as MARKFED, is an apex-level federation of cooperative marketing societies in Chhattisgarh. Established on November 1, 2000, coinciding with the creation of the new state of Chhattisgarh, MARKFED plays a pivotal role in the agricultural sector of the state.

MARKFED's primary responsibilities include the procurement of paddy under the Price Support Scheme, ensuring that farmers receive fair prices for their produce. Additionally, MARKFED supplies chemical fertilizers and plant protection materials to farmers, aiding in the enhancement of agricultural productivity. The federation also manages the storage and milling of procured paddy, ensuring that the produce is processed and stored efficiently.

2. Invitation For Bids

- The Chhattisgarh State Cooperative Marketing Federation (CGMARKFED), 6th Floor, Tower 'C', Commercial Complex, C.B.D, Sector-21, Atal Nagar, Raipur (C.G) 492002, Ph.No-0771-2425402, e-mail-mf_ctrlroom_raipur@gov.in is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. CGMARKFED executes 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 CGMARKFED are 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.

- CGMARKFED proposes to sale paddy procured in the KMS 2025-26 through e- auctions, therefore CGMARKFED invites bids from interested buyers (Millers, Traders, Brokers) of Paddy through Online Bidding/e-auction conducted through e-auction platform of **BSE e-Agricultural Markets (BEAM) Platform** as per the terms and conditions prescribed hereunder.

3. Eligibility Criteria for Bidders

- All Individual/Firms/Societies/Companies/Joint-Ventures/Limited-Liability Partnership (LLP) shall be eligible for participation in the e-auction.

- Eligible bidders shall visit https://cgbeamauctions.com for online bidder registration. It is mandatory for all interested bidders to do self-bidder registration to participate in e-auctions. Bidder can contact on **BEAM** helpline numbers for any assistance related to bidder registrations or online bidding. Helpline numbers 022-22725045, 022-22725051, +91-7506035027.

4. Documents required for registration to participate in the e-auction

- Self-attested copy of the latest Annual reports of the firm (Balance sheet and Profit & Loss account) duly audited by the Chartered Accountant.
- In case of newly established entities or the existing firms which have recently started, a provisional Balance Sheet and Profit and Loss Account for a Quarter/Half year accompanied by a limited review by Auditor/Chartered Accountant should be furnished.
- Self-attested copy of the latest Income Tax returns with a self-attested copy of PAN card of the firm.
- Certificate of registration under GST of the firm.
- In case of Partnership/Co-operative / Corporate/LLP copy of letter stating the authorized signatory to participate in the e auction process should be furnished.
- The identity proof of the authorized signatory viz copy of passport / voter ID proof/adhar card.
- Cancelled cheque of bank account belonging to the bidder firm.
- Bidders need to fill in online registration and upload all the necessary registration documents on BEAM's portal.

5. Evaluation of Application for Registration

- All the applicants who have successfully filled in an online registration form and uploaded the required documents will be allowed to participate in e-auctions. The applicants will be informed regarding acceptance/rejection of their documents through e-mail, all registered bidders will be given a user id to log in the e-auction portal, bidders need to configure their own password to access the e-auction portal.
- All registered bidders are eligible to participate in e auction(s) as and when scheduled conducted by e-auction platform service provider & CGMARKFED.
- The registration process for bidders to participate in e-auction will remain open throughout the entire selling season.

6. Scheduling of Sale of Paddy Stock

- The schedule of sale of Paddy stock through online bidding process will start from date (date and schedule of e-auction will be published soon on CGMARKFED website and **BEAM website**). Auctions of paddy will be stack wise, details of stock locations and timings will be published on MARKFED's website and **BSE e-Agricultural Markets (BEAM) Platform** (https://cgbeamauctions.com) from time to time. All registered bidders are instructed to visit

BEAM auction portal and MARKFED's website from time to time to view e- auctions schedules. All bidders should take note that e-auction schedule shall not be communicated separately to any bidder through e-mail or phone. It is the responsibility of the bidders to visit both the sites from time to time.

- All registered members for this e-auction are eligible to participate in e auction(s) subject to fulfilment of criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-auctions.

7. Item Quality and Quantity

- The e-auction of paddy stock will be variety wise i.e (Mota, Patla, Sarna & special varieties) plus stack wise. The paddy stocks are offered on "As is where is basis" from various locations in Chhattisgarh. The interested buyers, if they desire, may visit the stock locations for inspection of Paddy Stock with prior intimation to the CGMARKFED/BEAM before participating in e-auction. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-auction. No complaints of whatsoever nature on quality of paddy shall be entertained thereafter.
- The e-auction of paddy will be on stack basis, bidders will have to bid for entire stack, bidding for partial stack will not be allowed. Successful bidders will be bound to lift the entire stack which they have bided for, any request for partial lifting will not be entertained later.

8. Bid Price

- Bid Price is to be quoted by the bidder/buyer in delivered weight and quality basis on 'as is where is' basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Price quotation will be in Rs/Quintal inclusive of paddy and gunny bags price and exclusive of GST on bags.
- The price quotation would be on net weight basis i.e. exclusive of bag weight. CGMARKFED will give delivery of stock on Net weight basis. **(Weighing should be done by the weighbridge which is authorized/identified by CGMARKFED)**
- Bids received for less than the specified minimum quantity for a particular stack and location shall not be considered.
- CGMARKFED reserves the right to fix, declare and display the acquisition price of paddy stock before the e-auction. However, bidders will be allowed to bid any bid price as per their discretion subject to the approval from CGMARKFED
- Only CGMARKFED will confirm the H1 bidder as winner at its sole discretion. Government of Chhattisgarh/CGMARKFED reserves the right to accept or reject all bids including the H-1 bidder as winner at its sole discretion.

9. Bid Validity

The H-1 bids of all bidders at the final closing of the e-auction session must remain valid for a period of 15 working days from the date of completion of the entire phase of e-auctions. CGMARKFED will have to approve the e-auction results within 15 working days for the date of closure of first phase of e-auctions. The intimation regarding approval or rejection of bids will be provided by CGMARKFED to BEAM through email, accordingly BEAM will inform the concerned Buyers. If CGMARKFED/BEAM does not intimate the buyer within 15 working days, then buyer is free to withdraw the bid.

10.Pre- Requisites for Bidding

Bidder referred to in this notice is any real individual or legal entity who wishes to buy their requirement of Paddy. Only the bidders registered on BEAM for this auction can become bidders after fulfilling all the terms & conditions put in place for the e-auctions. Bidders may contact helpline numbers of BEAM for any clarifications regarding online bidder registration & terms and condition of e auction.

11. Sampling and Inspection of Goods

The interested buyers are entitled to visually inspect the stock at the specified stock location prior to bidding. The representative samples can be withdrawn by the authorized persons from the stock location. For the inspection of sampling of goods buyers should contact CGMARKFED for time and location of stock for inspection. The inspection time is between 12 PM to 3:00 PM

12. Earnest Money Deposit (EMD)

- FOR ONLINE BIDDING/E AUCTION-An amount equivalent to 01% of acquisition cost as Earnest Money Deposit (EMD) (example assuming 1 stack of 1200 quintals: – EMD = 01 % * acquisition cost of per quintal paddy * number of stacks * 1200 quintal) shall be deposited by the bidder with BEAM prior to e-auction, before placing any bid, in the way of:
  - RTGS/NEFT Transfer
  - Other Digital mode

In the virtual account number provided by BEAM to the bidder.

- The bidder member should transfer the fund deposited as EMD to the virtual account number or e-wallet provided by BEAM in the prescribed manner
- Acquisition cost of each variety with bag type is mentioned in Annexure-1
- The bidders shall be allowed by BEAM to bid only if the requisite EMD amount is available in the virtual account of the bidder towards margin. The amount deposited as EMD would

determine the bidding capacity of the bidder.

- Only the EMD of the highest bidder (H-1) would be blocked by BEAM. EMD of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by BEAM on the withdrawal request made by the bidder through the BEAM's bidding portal latest by one (01) day from the date of refund request made by the bidder.
- The buyer must deposit Security Deposit of 03% of the acquisition price of paddy and bags in bidder's virtual account number provided by BEAM. Bidder needs to visit BEAM's portal and allocate 3% S.D deposited against the respective stacks. It is the sole responsibility of the bidder to allocate SD within timeline. In case of any query, the bidder can call on BEAM's helpline numbers.
- Once the SD of 3% is deposited by the bidder the EMD of 1% will be released.
- Successful H-1 bidders whose bids have been approved by CGMARKFED need to deposit a security deposit equivalent to 03 % of the acquisition cost of the bided quantity plus BEAM transaction fees in the virtual account number provided by BEAM within 07 working days from date of award of e-auction. In this way the total security deposit of a successful bidder would become 03% of the total acquisition cost of the approved quantity. Security Deposit will remain with e-auction platform service provider till the entire tendered quantity is lifted by the buyer.

13. Process of Electronic Bidding System

- Date and Time of e auction: The details of the auctions schedule will be provided by the CGMARKFED through its website, and it will also be published on the bidding portal of BEAM. Bidders are requested to check the schedule on the website regularly. Bidders will not be informed about schedule individually by BEAM or CGMARKFED in any case
- The auction will remain open as per the prescribed time. There will be 3 extensions of 5 minutes each in case any bid is received in last three minutes. Bidders must quote the bids within the given time.
- The bidders shall place their bids online on the e-auction portal of BEAM (https://cgbeamauctions.com) as per the terms and conditions of the Tender cum E Auction. The Bidders are required to quote in Indian Rupees/Quintal inclusive of gunny bags price for each stack on offer and excluding GST on bags. if applicable, GST will be borne by the bidder.
- The highest valid bid shall be intimated by BEAM to CGMARKFED, BEAM will provide details of lot wise H-1 bidders to CGMARKFED for the concluded e-auction and it will be regarded as the H-1 bidder by CGMARKFED for the e auction. Government of Chhattisgarh/CGMARKFED has the right to reject the H1 bid on its sole discretion. Government of Chhattisgarh/CGMARKFED has sole discretion of declaring the H1 bidder as winner or

rejecting the H1 bid.

- During an auction session, a bidder must modify his bid upwards to an incremental value more than the existing highest bid.
- No cancellation of Bids shall be allowed during an auction session.
- The final results of the e auction are binding on all bidders and any requests for cancellation received after the conclusion of an auction session shall result in the forfeiture of the EMD by the CGMARKFED.
- Bidders will have to bid for entire stack as mentioned on the e-auction screen, bidding for partial stack will not be allowed.
- 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 BEAM e- auction platform service provider, inter-alia, for the purpose of the e auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e-auction and is advised not to reveal it to anyone else to prevent misuse of the same.

14.Intimation to the Successful Bidder

Bids of the highest bidder of online bidding/E auction session will be declared as the successful bidder by CGMARKFED only after due consideration. The confirmation to the successful bidder will be primarily sent by BEAM, through email, to registered e-mail id (As per BEAM's records) upon receipt of the auction result from CGMARKFED.

15.Internet Connectivity

CGMARKFED and BEAM shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, SP or otherwise the slowness to access e-auction platform service provider. In case the scheduled e-auction is unable to complete due to any reason whatsoever, BEAM in consultation with CGMARKFED will reschedule the e-auctions

16. Documents Constituting Contract

The Invitation of Bids, the terms and conditions of the e- Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the CG-MARKFED to the successful bidder (hereinafter called the buyer) along with any amendment issued prior to signing of contract shall constitute a valid and binding contract between the CG-MARKFED and Buyer.

17.Service Provider Transaction Charges

BEAM as an e-auction service provider will charge a transaction charges of 0.01% (inclusive of GST) on the total traded/auctioned value of paddy and bags, which buyer must deposit exclusively

at the time of depositing 03 % of Security Deposit within 07 working days after the bid confirmation is received by the bidder. BEAM will provide invoices to buyers against the transaction charges. In case of non-deposition of SD and transaction charge within 07 working days then EMD amount will be forfeited.

18. Payment and Lifting of Stocks

- The buyer order will be issued after the buyer deposits the security amount; however, buyer will be allowed to lift the paddy only after depositing the trade value of stack/stacks within the stipulated time (1 week/2 week/3 week/ and so on). Delivery order (DO) will be issued after depositing the trade value of that/those stack/stacks which is/are to be lifted.

Buyer bided stack	Time limit for payment of 100% value
Up to 02 stacks	01 week
03 to 05 stacks	02 week
06 to 25 stacks	03 week
26 to 50 stacks	04 week
51 to 100 stacks	05 week
101 to 200 Stacks	06 week
201 to 300 stacks	07 week
More than 300 stacks	08 week

- Calculation of paddy lifting period and actual paddy amount deposition counting will start as soon as the buyer order (BO) is issued i.e after deposition of Security Deposit. Paddy will be allowed to be lifted from the storage centre only through the delivery order (DO).
- If the buyer fails to deposit the actual price of paddy after the issuance of the buyer order (BO) upon depositing the security deposit amount, the CGMARKFED will forfeit the security deposit.
- If the buyer fails to lift the paddy in stipulated time after depositing the actual price following the issuance of the delivery order, the CGMARKFED reserve the right of date extension for maximum of 01 month or CGMARKFED will adjust the value of the remaining paddy and gunny bags against the deposited trade value and the security deposit.
- Bidders will not be allowed to make payment against a partial stack, in any case the bidder needs to deposit payment against the entire stack.
- The timeline for making payment and lifting of stock shall be on the basis of total stacks won by a bidder in a given e-auction phase. For example, if a buyer has won 10 lots in the first phase of e-auction then the timeline for payment will be given accordingly.

- BEAM will transfer all settlements including sale proceeds deposited by the Buyer to CGMARKFED after deducting applicable taxes maximum within T+2 working days (Buyer Transaction Date of all settlement + 02 working days, BEAM will transfer amount to CGMARKFD within 02 working days). Upon receipt of sale proceeds, CGMARKFED will issue delivery/buyer orders in the name of the Buyer.
- BEAM will deduct 0.1% of TDS under section 194 O of the Income Tax rules from the trade amount of paddy and bags and transfer the remaining trade amount to CGMARKFED.
- TDS u/s 194 O once deducted will not be refunded to CGMARKFED in case of short quantity as BEAM needs to file TDS on monthly basis as per Income Tax rules.
- All bidders need to compulsory visit BEAM's website after depositing the trade amount and initiating the payment process against each stack, only after this process BEAM will transfer the payment to CGMARKFED withing 02 working days.
- All buyers are required to lift the entire stock from date of issue of buyer order (BO after submission of SD) by CG MARKFED as per table below-

Buyer bided stack	Time limit for payment of 100% value
Up to 02 stacks	01 week
03 to 05 stacks	02 week
06 to 25 stacks	03 week
26 to 50 stacks	04 week
51 to 100 stacks	05 week
101 to 200 Stacks	06 week
201 to 300 stacks	07 week
More than 300 stacks	08 week

In case the buyer fails to lift the stock, then the penalty of Rs.1/- per quintal per day on outstanding quantity will be charged by CG MARKFED, maximum duration of one month can be increased with penalty by MD MARKFED. CG MARKFED reserves the right to cancel the trade and forfeit the EMD/Security Deposit/trade value if the lifting is not completed within one month. However, CG MARKFED may, at its discretion, extend the lifting period beyond one month, subject to a penalty of ₹1 per qntl per day.

- Buyers shall contact CGMARKFED to collect delivery orders after making the payment in the virtual bank account provided by BEAM and initiating the payment transfer process made available on the platform.
- CGMARKFED will issue delivery order to the respective bidder after the receipt of trade value. CGMARKFED will mention the validity of all the delivery/buyer orders issued to buyers.
- Bidders should contact CGMARKFED to collect delivery orders or any other document related

to delivery of stocks.

- The Delivery/buyer Order issued by CGMARKFED needs to be presented at the stock location for taking delivery of the goods.
- The loading charges & any other charges during delivery from the stock location must be borne by the buyer as per the prevailing rates at the respective locations.
- CGMARKFED's responsibility shall cease once the goods leave the stock premises and no claim of quality, quantity or any other nature, from the buyer will be entertained thereafter.
- The Buyer will not be allowed to segregate/sort the stocks during lifting. Being a "As is where basis is" auction, no quality related complaints would be entertained
- CGMARKFED shall issue the invoices to the respective buyers after lifting of the entire stack
- CGMARKFED will have to mandatorily return the amount for the shortage quantity to the buyer (if any) i.e. quantity which is not available at the stock location against the e-auctioned quantity
- e-auction platform service provider will not be responsible for any delay by CGMARKFED in returning amount for shortage quantity to the buyer
- BEAM will release Security Deposit of successful buyers upon completion of delivery of entire purchased stacks by the buyer. CGMARKFED will intimate the delivery status to BEAM, SD will be released by e-auction platform service provider only after the delivery completion is confirmed by CGMARKFED. Security Deposit of buyer will be subjected to deductions if there are any issues related to late lifting of stock by buyer.

19.Non-Performance of the Contract

- Non-payment of 100% trade amount and taxes by the buyer within stipulated time (Up to 02 stacks – 1 week, 03 to 05 stacks- 2 weeks 06 to 25 stacks-03 weeks and so on as mentioned in above table) from Date of deposit of Security Amount, will result in forfeiture of SD by CGMARKFED.

  Please note that BEAM will also charge its transaction charges irrespective of 100% payment is made by the buyer or not.
- In case of non-payment of 03% Security Deposit in 07 working days then 01% EMD of the bidder will be forfeited.
- In case the buyer has paid the full fund pay-in amount but fails to lift the material as per stipulated time from date of issue of buyer/delivery order by CGMARKFED, in this case the penalty of Rs.1/- per quintal per day on outstanding quantity will be charged by CGMARKFED till the duration of one month. Even after one month if buyer claims to the stack C.G MARKFED will not be responsible for any shortage, loss or damage of the goods and will be charged for storage

fee.

- MARKFED reserves the right to cancel the trade and forfeit Security Deposit after one month's duration. (In continuation of the clause 18)
- In case the CGMARKFED fails to deliver or is unable to deliver the traded stocks within the stipulated timelines, the trade shall be treated as cancelled as per the contract and CGMARKFED will have to release the amount for non-delivered quantity to the buyer.

20.Force Majeure

- Should any of the force majeure circumstances, namely act of God, pandemic, epidemic, government imposed lockdowns and quarantine restrictions, natural calamity, fire, Government of India Policy, restrictions(excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any natural and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.
- **Other circumstances** – After auction date, due to natural incident like – rain, hailstone etc if the buyer claims about the degradation of quality of paddy, the claim regarding degradation of quality of paddy will be referred to concerned district committee constituted by District Collector as per paddy procurement policy of KMS 2025-26 and the decision taken by the committee will be final and binding to buyer. The buyer must intimate/inform CGMARKFED about the claim within 03 days from the date of the issuance of Buyer order. The district committee shall take the decision on the quality of paddy within 07 days of buyer intimation. Decisions taken by committee will be informed to buyer.

21. Liquidity Damage

In case the successful bidder fails to lift the stocks within the stipulated maximum period of 30 days, the CGMARKFED will be free to rescind the contract and dispose of the cargo at the risk & cost of the bidder with a notice to buyer prior to 02 days of expiry of contract. In this case, the trade value deposited by the buyer against the outstanding quantity for lifting will stand forfeited by the CGMARKFED along with Security Deposit.

22.Arbitration

- Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at the level of M.D CGMARKFED, Raipur within two month. In case of any disputes still not resolved and which are relating to the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator appointed by Govt of Chhattisgarh, Raipur at its sole discretion. The arbitration shall be held in Raipur and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996 along with its amendments from time to time

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

- As per tender rule, CGMARKFED can add other Roles of e-auction platform service provider.

23. Liability of Auction Service Provider & CG MARKFED

"Service Provider & CGMARKFED" shall not be liable to the Client/ Customers participating in the Online Auction or any other person(s) for:

Any breach of contract between winning Customer and Client.
Any delays in initiating the online auction or postponement / cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

In no event shall Service Provider & CGMARKFED nor any officer, employee, affiliate, director, shareholder, agent, sub-contractor (including without limitation technology providers and suppliers) acting in its capacity of providing services be liable to the Bidder or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of the use of the services or in course of participation in the online e-auction by the Bidder, including, but not limited to, damages resulting from or arising out of the omissions, interruptions, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmissions by third parties, resulting in any failure of the performance of the portal; (or the negotiations or discussions conducted in anticipation of any agreement); the termination or suspension of Bidder's user id and password by Service Provider pursuant to specified terms and conditions; the failure, or alleged failure, of any product or service purchased or transferred pursuant to the portal to conform to any specifications or terms, whether published on the portal or not; the breach, or alleged breach, of any warranty, express or implied, relating to any such product, service or shipment; or government restrictions, strikes, war, any natural disaster or force majeure including any delays in initiating the online auction or

postponement/cancellation of the online auction proceedings due to any problem with the hardware / software / infrastructure facilities or any other shortcomings.

While, reasonable care and diligence will be taken by the Service Provider in discharge of its responsibilities such as design of the online bid, communication of bid details and rules, guidance to client/ bidders in accessing the Auction Engine and placing bids, etc. the bidders shall specifically indemnify Service Provider & CGMARKFED from all liabilities for any shortcomings on these aspects. It is clearly understood that these activities are undertaken by Service Provider & CGMARKFED to assist the bidders in participation but the ultimate responsibility on all these counts lies totally with the bidders.

24.Intellectual Property rights

Service Provider (or its affiliates, as applicable) owns all right, title and interest in and to (a) it's Intellectual Property Rights ("Service Provider's IP"), (b) the source materials and Services (including, without limitation, all images and electronic versions thereof), and all Intellectual Property Rights and industrial property rights in or related thereto, (c) all emails and other messages or communications of any type sent by or to Service Provider and/or its affiliates hereunder, (d) all passwords and user IDs, and, (e) to the extent not included in the foregoing (and provided that the same do not otherwise constitute Client's property), the look and feel and all content, text, graphics, images, illustrations, multimedia images or animation, files and other audiovisual or other works or materials or objects included in, accessed through or displayed, generated or served by the Service Provider's systems, gateways or portals, and all Intellectual Property Rights in or related thereto. Service Provider owns, retain and have all right, title and interest (including ownership of copyright) in and to modifications or enhancements of Service Provider's IP, information and systems or other software platform, tool, testing tools, know-how, methodologies, processes, technologies or algorithms and related documentation owned by Service Provider, or licensed or leased by Service Provider, and used to provide the Services and relating to the Portal. Bidder acknowledges (and shall cause the Bidder's agents and the employees of the Bidder and the Bidder's agents to acknowledge) that the Service Provider, and the assigns of Service Provider, shall have the right to obtain and hold in their own name any copyrights in and to such modifications or enhancements. The Bidder shall not commit any act or omission which may conflict or infringe the Service Provider's IP rights.

25.Confidentiality Clause

"Service Provider's Confidential Information" shall mean and include (a) any information of Service Provider not generally known to the public (i) which Service Provider marks as, or claims to the Bidder to be, trade secret information, (ii) which is recognizable by its nature to be a trade secret or proprietary, or (iii) which the Bidder knows is deemed by Service Provider to be its trade secret or proprietary information, including Service Provider's IT systems, Portal, website and all intellectual property rights included therein, user IDs, passwords, and digital certificates, standard operating procedures and any other proprietary information concerning Service Provider, its sales, personnel

or accounting procedures, accounts, operations, devices, techniques, methods, business plans, software (regardless of its state of completion or form of recordation), data processing programs, data bases, models, product proposals, internally devised technology, system or network architecture or topology, secret processes, products, capacities, systems, security practices, research, development, machines, inventions, and research projects and other means used by BEAM in the provision of Services to the Bidder and in the conduct of business, whether developed, acquired or compiled by Service Provider and (b) Bidder's proposals, financial information, source or object code, documentation, manuals, studies, customer and product development plans and any other materials or information based thereon and information regarding Service Provider, Service Provider's businesses plans, Service Provider's policies, procedures, and products; all data, reports, analysis, marketing strategies, sales estimates, and performance results, developed or derived in connection with the operation of the Portal (c) All bidding customer's properties, documents and records used for business purpose of Service Provider and all intellectual property rights of Service Provider. The Bidder and their respective agents represent and agree that, except for matters of public record, they will keep the terms and contents of the document confidential, and that they will not hereinafter disclose the terms and conditions of this document to other persons except as compelled by applicable law or to individuals who have a need to know about this Document and its contents, such as Bidder's Agent, Representatives, Assigns all of whom shall be informed and bound by this confidentiality clause. In no event will any Bidder or its representatives or assigns make or cause to be made any comment, written statement, or press release to any member of the media concerning the fact of this terms & conditions or the substance or terms of this settlement.

26.Damages & Indemnification

The Bidder agrees that the Service Provider, its officers, directors, employees, contractors, and agents shall have no liability to the Service Provider or to any third party, including, without limitation, the Bidder's customers or vendors, arising out of the use or sale of any products or services produced, marketed, advertised, sourced, sold or distributed on Service Providers Platform, or for any other claims arising out of the production, marketing, advertising, sourcing, sale or distribution of such products or services, whether the Services have been utilized in relation thereto or not. Without limiting the generality or effect of other provisions of this terms & conditions, as a condition of use for participation in the online e-auction, the Bidder agrees to indemnify, hold harmless, and defend Service Provider and its parent companies, subsidiaries, affiliates, suppliers and their officers, directors, affiliates, sub-contractors acting in their capacity of providing services including Service Provider's, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of the conditions set out hereunder.

27.No Warranties

Except as expressly provided herein, Service Provider neither makes nor provides any representation or warranty, express or implied, as to the services or any software, equipment or systems, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, or arising from course of performance or course of dealing, or that the services shall be provided error-free or uninterrupted. Service Provider makes no representation or warranty with respect to, and shall not be responsible or liable for, any (a) corruption, damage, loss or mis-transmission of data, (b) security of data during transmission via public telecommunications facilities or (c) of the content of any data provided by Bidder / Client or their respective representatives and or their agents.

I/we _____, the applicant herein, agree and acknowledge having read and understood the terms and conditions contained hereinabove and unconditionally agree and unequivocally agree and agree to abide by the same.

Seal and Signature of the applicant

Name: Place:

Date:

28.Annexure-I Acquisition cost of Paddy

क्र.	मद का नाम	राज्य शासन द्वारा अनुमानित व्यय Paddy Common at STORAGE CENTER (New SBT)	राज्य शासन द्वारा अनुमानित व्यय Paddy Common at STORAGE CENTER (Old SBT)	राज्य शासन द्वारा अनुमानित व्यय Paddy Grade A at STORAGE CENTER (New SBT)	राज्य शासन द्वारा अनुमानित व्यय Paddy Grade A at STORAGE CENTER (Old SBT)
1	समर्थन मूल्य पर धान की लागत	2369	2369	2389	2389
2	वैधानिक चार्ज -				
2.1	मंडी टैक्स	35.54	35.54	35.84	35.84
2.2	कृषक कल्याण शुल्क	11.85	11.85	11.95	11.95
3	मंडी लेबर चार्ज	22.05	22.05	22.05	22.05
4	परिवहन	78.46	78.46	78.46	78.46
5	सोसायटी कमीशन	31.25	31.25	32.00	32.00
6	सुरक्षा रखरखाव	17.55	17.55	17.55	17.55
7	सूखत	30.88	29.42	31.10	29.63
8	ब्याज	280.95	280.95	280.95	280.95
9	प्रशासकीय व्यय	23.69	23.69	23.69	23.69
10	बैंक सर्विस चार्ज	5.00	5.00	5.00	5.00
11	बैंक सुपरविजन चार्ज	0.50	0.50	0.50	0.50
12	समिति सूखत प्रोत्साहन	5.00	5.00	5.00	5.00
13	सोसायटी आपरेटर मानदेय	4.30	4.30	4.30	4.30
14	आई.सी.सी.सी.प्रोजेक्ट व्यय	3.32	3.32	3.32	3.32
15	आधार प्रमाणीकरण व्यय	0.09	0.09	0.09	0.09
16	बारदाना	219.32	73.15	219.32	73.15
17	बारदाना आंतरिक परिवहन	4.29	4.29	4.29	4.29
18	योग (01 क्विं. धान का मूल्य बारदाने में)	3,143.03	2,995.40	3,164.40	3,016.76

Note: Variety Bifurcation

Common Paddy- Mota and Sarna Variety

Grade A Paddy- Patla variety