Government of Jharkhand
Directorate of Food & Consumer Affairs,
Ground Floor, Engineer’s Hostel, HEC Sector-III,
Dhurwa, Ranchi- 834004

Reverse Auction Procurement Notice

"Tender Notice for Empanelment of Suppliers for Supply of Free Flow White Crystal Sugar (Grade-S-30/M-30) for 3rd Quarter (October-December’20) of Financial Year 2020-21 under Reverse Auction Mode on NeML Platform"

<table>
<thead>
<tr>
<th></th>
<th>Tender published on website</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30.07.2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of the Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Directorate of Food &amp; Consumer Affairs, Govt. of Jharkhand, Ground Floor, Engineer’s Hostel, HEC, Dhurwa, Ranchi-834004</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Address and concerned person for Correspondence</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Customer service Group - NCDEX e Markets limited, 101, 101T, Ackruti corporate park, 1st floor, Near GE Garden, L.B.S. Marg, Kanjurmarg (west) Mumbai - 400078 Tel – 022- 48810655 or 7575002165, E-mail – <a href="mailto:askus@nceml.in">askus@nceml.in</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Registration Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Rs5000/- only (Non-refundable)+ GST (as applicable)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>EMD</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>2% of the value of Tender</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Quantity (in Qt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>27215</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Last Date of Document Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>21.08.2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Date of Reverse Auction</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>24.08.2020</td>
</tr>
</tbody>
</table>

1. All eligible Individuals or partnership firm, Registered Company or Co-operative society or any legal organization should mandatorily register with NCDEX e-Markets Limited for participation in Reverse Auction.

2. The schedule of Auction to be conducted on date 24.08.2020 will be posted on website http://jharkhand.gov.in/.

3. Any changes/ modification in the Tender documents in the tender documents will be posted on website http://jharkhand.gov.in/

[Signature]
Director
(Directorate of Food & Consumer Affairs)
Government of Jharkhand
Directorate of Food & Consumer Affairs
HEC ENGINEERING HOSTEL NO.2, DHURWA, RANCHI JHARKHAND
Reverse Auction Procurement Schedule

Tender Ref no.: kha.: Up.Ni.01(chini/Vitranyoina)-11/2020
Dated: 29.07.2020

Auction Date – 24.08.2020

**Auction Schedule for Reverse E-auction of Free Flow White Crystal Sugar for October to December 2020 to be conducted on 24.08.2020**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>State Name</th>
<th>Round off Quantity (In Quintals)</th>
<th>Timing</th>
<th>Extension Timing (Max.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jharkhand</td>
<td>27215</td>
<td>13:00 Hrs-13:30 Hrs</td>
<td>13:30 Hrs-13:45 Hrs</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>27215</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. All bidders are informed to refer to Clause 1.2 of the Tender document for Estimated quantity of Free flow White Crystal Sugar for three months of FY2020-21 (October to December 2020) under Sugar Distribution System Scheme for the whole state. The quantity mentioned in schedule is rounded off to nearest integer in quintals.

2. DF&CA reserves all right to accept or reject bid which is received through reverse auction process. In case of rejection of bid, rescheduling of reverse auction will be commenced by Directorate. Sellers are advised to regularly visit website http://Jharkhand.gov.in/ for rescheduled reverse auction date and timing.

3. In case of rescheduling of Reverse auction, no further time will be given for seller to register.

(Dilip Tirkey)
Director, Directorate of Food and Consumer Affairs.
Notice for Empanelment of Suppliers for
Supply of Free Flow White Crystal Sugar
(Grade-S-30/M-30)
For Third Quarter (Oct’20-Dec’20)
of Financial Year 2020-21 under
Reverse Auction Mode

Tender Ref no:- kha up . Ni.01 (ChiniVitranyojna) - 11/ 2020 .......... Dated - 29.07.2020

Request for Proposal

Directorate of Food & Consumer Affairs,
Govt of Jharkhand, Ranchi
Ground Floor, Engineer’s Hostel, HEC Sector-III, Dhubra
Ranchi - 834004
DIRECTORATE OF FOOD AND CONSUMER AFFAIRS
GOVERNMENT OF JHARKHAND, RANCHI
Notice for Empanelment of Suppliers for
Supply of Free Flow White Crystal Sugar
(Grade-S-30/M-30)
For Third Quarter (Oct’20-Dec’20)
of Financial Year 2020-21 under
Reverse Auction Mode

Tender Ref no:-kha..up.Ni.01 (ChiniVitrangVojna)- 10/2020......................Dated-

Request for Proposal

Directorate of Food & Consumer Affairs,
Govt of Jharkhand, Ranchi
Ground Floor, Engineer’s Hostel, HEC Sector-III, Dhubra
Ranchi - 834004
DIRECTORATE OF FOOD AND CONSUMER AFFAIRS
GOVERNMENT OF JHARKHAND, RANCHI
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5. Scheduling of e-auctions | 5.1 to 5.2
6. Quality parameters | 6.1 to 6.6
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List of ABBREVIATION

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>DF&amp;CA</td>
<td>Directorate of Food &amp; Consumer Affairs</td>
</tr>
<tr>
<td>JSF&amp;CSC Ltd</td>
<td>Jharkhand State food and Civil supplies Corporation Ltd.</td>
</tr>
<tr>
<td>NeML</td>
<td>NCDEX e-Market Limited</td>
</tr>
<tr>
<td>Sugar</td>
<td>Free flow white crystal sugar ISS S-30/ M-30</td>
</tr>
</tbody>
</table>

**Empalement of suppliers for Supply of Sugar under Public Distribution System Scheme of Government of Jharkhand for the 3rd Quarter (Oct'20-Dec'20) of Financial year 2020-21 under Reverse Auction Mode**

**Introduction:**

The Government of Jharkhand has appointed DF&CA, as its agency for procuring Free flow white crystal sugar (Grade S-30/ M-30) for its Public Distribution System Scheme.

The DF&CA shall follow Reverse Auction procurement mode and has entrusted the same to NCDEX e Markets Ltd (NeML) for conducting e-auction through their electronic trading system for procurement of free flow white crystal sugar from registered suppliers.

The DF&CA invites applications from the eligible Individuals or partnership firm, Registered Company or Co-operative society or any legal organization, Manufacturers/Producers/traders/supplier for enrolment as registered suppliers for supply of Free flow white crystal sugar. The procedure for enrolment, registration and terms and conditions of supply under the above procurement for supply of Free flow Refined White Crystal Sugar is detailed below.

1. **SCOPE OF WORK**

1.1. The DF&CA being the appointed agency for procurement of Free flow White Crystal Sugar under Public Distribution System Scheme proposes to procure the Free flow White crystal sugar for Financial Year 2020-21 from the eligible Individuals or partnership firm, Registered company or Co-operative society or any legal organization, Manufacturers/Producers/traders/supplier.

1.2. The Quarterly requirement of free flow Refined White crystal sugar under this scheme for 2020-21 financial year is approximately 2721.5 MTs, and NeML as directed by DF&CA shall conduct the quarterly auction for DF&CA, which has to be supplied to the wholesale points of Jharkhand State Food and Civil Supplies Corporation Ltd (JSF&CSC LTD) situated in block of all the District of the State of Jharkhand. The list of wholesale points (refer Annexure-4) and the approximate quantity of the Free flow
White Crystal Sugar required for each quarter may be seen in Annexure-1 (Whole state Lot).

1.3. Under the above scheme Free Flow White Crystal Sugar will be procured from the eligible individuals or partnership firm, Registered Company or Co-operative society or any legal organization, Manufacturers/Producers/traders/suppliers as per the eligibility criteria mentioned in Section-2.

1.4. In order to facilitate Individuals or partnership firm, Registered Company or Co-operative society or any legal organization, Manufacturers/traders/supplier registration with NCDEX e Markets Ltd is mandatory. The procedure for registration with NCDEX e Markets Ltd is detailed in section-3.

1.5. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-7.

1.6. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by DF&CA to the suppliers within 30 working days from date of submission of bills as per the procedure stipulated in Section-11 to the respective suppliers.

1.7. The procedure for enrolment and registration of suppliers, terms and conditions of purchase of free flow White Crystal Sugar is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website http://jharkhand.gov.in/food&www.neml.in for the information of participants.

1.8. NOTE: All the TERMS & CONDITIONS as mentioned in this RFP except Annexure: 7 stands unchanged and will remain valid if the lockdown owing to COVID 19 pandemic gets revoked / cancelled atleast 5 or more working days before last date of Technical Documents submission. In case, the lockdown continues throughout the period from Technical document submission till Signing of Agreement by L-1 and beyond that then all the clauses as mentioned in Annexure: 7 will supercede / replace the concerned relevant clauses in this RFP.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.

2.1. The Suppliers i.e. producer/manufacturer should have required licence from State/Central Government agency for carrying out production of Sugar. The Producer/Manufacturer should have FSSAI 2006 licence for production and storing of Sugar.
2.2. The production capacity of manufacturer/producer shall not be less than 10 Thousand MT/Annum (Average of last 3 years production). Suppliers of 50kg sugar pack should have production capacity not be less than 10 Thousand MT/Annum (Average of last 3 years production).

2.3. The producer should be an entity, having firm, partnership firm, company or co-operative society registered under the Act doing the production of Free flow White Crystal Sugar.

2.4. The traders should have a back to back arrangement to supply free flow White Crystal Sugar in arrangement with such of those Producers/Manufacturers who have required license for production of free flow white Crystal Sugar & have FSSAI 2006 License. Traders/supplier may have back to back arrangement with multiple Manufacturers.

2.5. Trader/Manufacturer/producer shall have recorded minimum average trade turnover of Rupees Twenty-Five crore (Rs. 25 Crore) in the last three years i.e. 2016-17, 2017-18 & 2018-19 for participating in auction.

2.6. The Producer/Manufacturer/trader/supplier should not have been convicted for any offences or violation of any State or Central Act such as Essential Commodities Act or any criminal offence under IPC. The firm should be not be blacklisted by any central/state Govt. or its agencies.

2.7. The Producer/Manufacturer of Sugar should not be in List of Non-Complying Units or should not have been issued closure direction by Central Pollution Control Board (cpcb.nic.in). Source of verification of above list will be official website of Central Pollution Control Board. The website would be referred regularly to de-bar or allow participation on regular basis. Traders/Suppliers shall refer to above list regularly and shall not source sugar from Manufacturing Units mentioned in above list.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION WITH NCDEX e MARKETS LIMITED.

3.1. For the producer/manufacturer those who have license from competent Government agency for carrying out production of Free flow White Crystal Sugar, a copy of the same shall be produced.

3.2. Manufacture/producer/trader/supplier shall produce Self-attested copy of audited balance Sheet and profit / loss account of last three years i.e. 2016-17, 2017-18 & 2018-19 duly certified by Chartered Accountant.
3.3. Manufacture/trader/supplier shall produce Self-attested Copy of the Income Tax returns of last three year i.e. 2016-17, 2017-18 & 2018-19 with a copy of PAN card attested.

3.4. Manufacture/Trader/Supplier shall produce Self-attested copy of Certificate of registration under GST.

3.5. Manufacturer/Producer shall produce Self-attested copy of Production license of company as well as FSSAI 2006 License. Trader shall produce FSSAI 2006 License of Sugar Units from which sugar has to be sourced.

3.6. Declarations as per the format in Annexure-6 on the letter head of the company with seal and signature of the authorized person, furnishing the details as detailed below

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

3.6.2. Not having been blacklisted by any organization or Government

3.7. In case of partnership firm or Co-operative or Corporate firm, they should furnish a copy of the partnership deed or bye-law or memorandum as the case may be.

3.8. Bank account details of firm with address of the bank, IFSC Code should be furnished on the letterhead of the firm.

3.9. Documents to be enclosed with application for registration to be submitted to NCDEX e-Market Limited. Alongwith singed copy of RFP from page No.1- 59. The format of application is as per Annexure-2 and 3 respectively.

The existing members trading cum Clearing Member (TCM), Commodity Participant (CP) of NCDEX e Markets Limited who has renewed the membership for the year 2020-21 need not pay registration fee to NCDEX e Markets Ltd. However, they shall sign the RFP and submit duly filled application as per Annexure-2.

3.10 ARegistration charges ofRs. 5000/- and GST as applicable shall be remitted to NCDEX e-Market Limited by way of electronic fund transfer in any of the following NCDEX e Markets Limited Accounts for participation in e-auction. The details of fund transfer towards registration charges shall be mentioned in the application furnished as per Annexure-2.

3.11 Application received for Empanelment would be valid for Financial Year 2020-21.
3.12.1 Application received for Tender Ref no.: kha_up.Ni.01 (ChiniVitranYojna) Dated: 29-9-2022 be considered for empanelment. However, all participants are required to sign this RFP along with other documents shall be sent to NeML to make them eligible to participate in E-Auction.

NCDEX e Markets Limited Bank Account Details

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Settlement Account</th>
<th>IFSC Code</th>
<th>Branch Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDFC Bank</td>
<td>00990690013050</td>
<td>HDFC0000060</td>
<td>Fort, Mumbai</td>
</tr>
<tr>
<td>Axis Bank</td>
<td>004010202176820</td>
<td>UTIB0000004</td>
<td>Fort, Mumbai</td>
</tr>
<tr>
<td>State Bank of India</td>
<td>30760958792</td>
<td>SBIN0011777</td>
<td>Fort, Mumbai</td>
</tr>
</tbody>
</table>

3.12.2 The application for registration with relevant Annexure can be downloaded from the website www.neml.in. In this regard for any clarifications contact the registered office of NCDEX E-Market Limited at the following address

NCDEX-e-Market Limited
101 & 101T, 1 Floor, Akruti Corporate Park
L.B.S Road, Kanjurmarg (West)
Mumbai- 400078. Ph-022-48810555

3.13 The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NCDEX e Markets Limited. Interested participants can also contact the Customer Service Group on phone numbers (022) 48810555 or Email: askus@neml.in

4. EVALUATION OF APPLICATION FOR REGISTRATION.

4.1. The completed applications along with relevant documents and fee / registration charges shall be submitted at the following address.

NCDEX E-Market Limited
101 & 101T, 1 Floor, Akruti Corporate Park
L.B.S Road, Kanjurmarg (West)
Mumbai- 400078 Ph. No- 022/48810555

4.2. NeML will scrutinize the applications and relevant documents submitted along with the application. The eligible applicants will be enrolled as registered suppliers of Free flow White Crystal sugar under Public Distribution System Scheme for the year 2020-21 and will be issued with registration number / user ID and password by NCDEX e Markets Ltd which will enable them to participate in e-auction as per the terms and conditions.
4.3. NeML would be scrutinizing application received for empanelment on periodic basis and the eligible suppliers will be allowed to participate in E-Auction in case application is received 2 working days prior to date of Auction. Last date of application to be considered would be notified in each Auction schedule to be published by DF&CA.

4.4. Such registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e Markets Ltd.

5. SCHEDULING OF E-AUCTIONS.

5.1. Based on the requirements, DF&CA will notify NCDEX E-Market Ltd to schedule auctions on periodic basis. Further such details will be posted on the web site of DF&CA (http://jharhchand.gov.in/food) Neithert he DF&CA nor NCDEX e Markets Ltd will individually intimate to the registered suppliers regarding the e-auction schedule.

5.2. All registered suppliers are eligible to participate in e-auctions subject to terms and conditions detailed in this document.

6. QUALITY PARAMETERS.

6.1 Sugar should be of white crystalline product extracted from unfermented and undecayed Sugar cane and free from any foreign matter, taste or odour and have the sweet taste characteristics of white sugar whether dry or in solution, it should be sparkling white in colour, free flowing and free from dirt and other extraneous contamination for human consumption and specifications as detailed below:-

**Quality specifications for Free flow White Crystal Sugar**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Characteristic</th>
<th>Requirements for Free flow white crystal sugar</th>
<th>Method of Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Moisture ,%by Weight , Max</td>
<td>0.08</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>II</td>
<td>Sucrose % by weight (Mini)</td>
<td>99.00</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>III</td>
<td>Extraneous Matter% by weight (Max)</td>
<td>.05</td>
<td>D.G.H.S Manual</td>
</tr>
<tr>
<td></td>
<td>Colour in ICUMSA nits (MAX), by GS 2/3-10</td>
<td>150</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------</td>
<td>-----</td>
<td>---------------</td>
</tr>
<tr>
<td>V</td>
<td>SO2 ppm (Max)</td>
<td>70</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>Vi</td>
<td>Reducing sugar % by Mass (Max)</td>
<td>0.08</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>Vi</td>
<td>% RETAINED BY Mass (Min) (IS-600 Microns sieve) test % retained by Mass (Min) (IS-300 Micron sieve)</td>
<td>90, 95</td>
<td>IS-1607-1977</td>
</tr>
<tr>
<td>Viii</td>
<td>Ash Content</td>
<td>0.04% Max</td>
<td>-</td>
</tr>
<tr>
<td>IX</td>
<td>Solubility</td>
<td>100% dry and free flow</td>
<td>-</td>
</tr>
<tr>
<td>X</td>
<td>Granulation</td>
<td>Fine/Crystal</td>
<td>-</td>
</tr>
<tr>
<td>XI</td>
<td>Color</td>
<td>Sparkling white crystal</td>
<td>-</td>
</tr>
<tr>
<td>XII</td>
<td>Iron Filling</td>
<td>NIL</td>
<td>-</td>
</tr>
<tr>
<td>XIII</td>
<td>Sediment</td>
<td>None</td>
<td>-</td>
</tr>
<tr>
<td>XIV</td>
<td>Smell</td>
<td>Free from any smell</td>
<td>-</td>
</tr>
<tr>
<td>XV</td>
<td>Radiation</td>
<td>Normal without presence of Cesium or Iodine, certified phytosanitary of no radiation, no virus, no insect part, husk, no poisonous matter and non genetic &amp; it suitable for human consumption</td>
<td>-</td>
</tr>
<tr>
<td>XVI</td>
<td>Crop season</td>
<td>2018-19 &amp; 2019-20</td>
<td>-</td>
</tr>
</tbody>
</table>

6.2 General characteristics for Free flow White Crystal Sugar

6.2.1. Stocks should conform to the above specifications. Stocks having the refractations in excess of above prescribed limit stands rejected and the decision of the Directorate is final and binding on the supplier.

6.2.2. Supplier of 50kg State wise auction: Sugar to be delivered in 50 Kgs net basis in new (PP) Polypropylene bags and all the bags shall be machine stitched. The tare weight of the Sugar 50 kg PP empty bag shall be considered 160 grams.

6.3. The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and connected rules as regards to adulteration and the free flow White Crystal Sugar shall be in accordance with the parameters as specified in clause 6.1 & 6.2 above.
6.4. Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters. Any disputes shall be settled in accordance with clause-14 as detailed below. They shall keep the NCDEX e Markets Ltd. indemnified at all times in this regard.

6.5 Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events arising out of such supplies under the scheme.

7. ASSAYING

7.1 To ensure the quality of the supplied free flow White Crystal sugar, sample drawn on random basis may be sent to any NABL. Accredited laboratories by DF&CA. DF&CA would randomly draw sample from 50 kg pack of sugar which would be packed in plastic with seal, randomly drawn sample would be send to NABL accredited Laboratory for testing. Cost of which has to be borne by supplier and should be paid in form of Demand Draft. Supplier shall submit 5 Demand Draft to the Directorate during the time of supply of sugar. The Directorate will conduct the assaying of sugar from NABL accredited Laboratory at the time of supply. If the sugar is found as per the prescribed quality specification in the assaying report, then only supply will commence otherwise if not found as per the prescribed quality specification, supply shall be stopped immediately and no payment will be made against the already supplied sugar.

7.2 Sugar supplied by the supplier of Free flow White crystal sugar, needs to get assaying done by NABL Accredited LAB and report of assaying has to be submitted to DF&CA along with Invoice. If the analyzing report is not found as per prescribed quality specifications then DF&CA would decide the penalty which has to be borne by supplier.

7.3 The Sampler will be representative of DF&CA / District Supply officer and will retain with him one sample, handover two samples to DF&CA and one sample to the representative of the supplier, if present, for retaining as control samples at unloading point. The details of seal number (i.e. the number printed on the tamperproof lock), lot number, vehicle registration number, quantity, date/time, supplier code and serial number of assaying report will be recorded on the identification label. The label has to be properly sealed with tamperproof seal to the sample bags. The DF&CA may send sample to NABL Accredited Laboratory for quality check.

The results of such testing will be final and binding on the suppliers. In case supplier challenge the result, provision of re-sampling would be done after approval from DF&CA. Suppliers may note that the cost of assaying will be borne by them and such costs shall be paid in form of Demand Draft.
7.4 The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan and assaying report shall be handed over to DF&CA at time of Invoice Submission.

7.5 Consignment will be unloaded at the designated warehouse during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the Assistant Godown Manager will verify the documents. On confirming the authenticity of the consignment and after being satisfied with the quality of Free flow white crystal sugar, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.

7.6 Assaying Report original copy has to be submitted to DF&CA.

7.7 After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice / delivery challan, and weighbridge receipts at the unloading point shall be handed over to the Assistant Godown Manager of JSF&CSC LTD.

7.8 For State wise (50kg) auction: In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Depot Manager shall record the gross weight of the bags on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.

8. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX e Markets Ltd Platform.

8.1. The NCDEX e Markets Ltd after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed. Eligible suppliers will be allotted with member ID and password.

8.2. Only registered suppliers with such member ID and password are eligible to participate in the electronic bid system i.e. e-auction.

8.3. The NeML will schedule the auctions for Jharkhand State based on the indent placed by the DF&CA and the e-auction calendar for Jharkhand will be published on the website of DF&CA

8.4. The registered suppliers shall not be intimated individually regarding the auctions, which are scheduled by the NCDEX e Markets Ltd. However the registered suppliers may contact DF&CA offices for obtaining details of schedule of e-auctions. Empanelled suppliers are advised to rely on the information published on the web site.
8.5. The registered suppliers 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.

8.6. The registered suppliers need to deposit 2% (Two percent) as EMD (margin money) with the NCDEX e Markets Ltd account to participate in the e-auctions by way electronic fund transfer/RTGS to their respective escrow bank accounts as given by NeML to registered bidder via mail as per records of NeML.

8.7. The bidder member should intimate NeML for the transfer of funds through the Clearing and Settlement Module-https://cst.neml.in/Login/Login.html in the prescribed manner (Contact Customer Service Group on +91 22 48810555).

8.8. The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the respective escrow account of the bidder. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

8.9. 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 schedule auction closing time. There shall be maximum 3 such extensions.

8.10. The bidders shall place their bids online on NCDEX E-Market Ltd https://market.neml.in the online trading system made available by NCDEX E-Market Ltd. as per the terms and conditions of the E-Auction.

8.11. Suppliers of 50 kg Sugar (pp) Bags will participate in e-auction for State wise requirement in a single lot.

8.12. Only the EMD (Margin Money) of the lowest bidder would be blocked by NCDEXE-Market Ltd in respect of each lot.

8.13. **The best bid received after the single state wise auction will help in deciding the L1 bidder.** After successful conclusion of e-Auction, in case if a bidder qualifies as lowest bidder. The winning bidders shall deposit 5% security deposit within 7 days from the date of declaration of e-Auction results. Successful bidders need to make sure that sufficient Security Deposit (5%) is remitted in case of any shortfall after necessary adjustments. NCDEX e Markets Ltd (NeML) will intimate the Security deposit adjustments to successful supplier (L1).

8.14. EMD (Margin Money) of the unsuccessful bidder(s), including those whose bid(s) are not
accepted due to non-fulfillment/not meeting the conditions attached to the bid(s) shall be returned by NCDEX E-Market Ltd on the withdrawal request made by the bidder through Clearing and settlement module latest by one day from the day of close of E-Auction. The bidder has to submit the withdrawal request for refund of EMD through the system.

8.15 Pricetobe quoted in delivered weight and quality basis, as per the quality specified for a particular delivery location. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the single lot. DF&CA holds the right to decide the L1 bidder.

8.16 The price quoted shall be per Quintal basis are:

a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, taxes including GST if any payable for delivery at Warehouse Point.

b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at wholesale points of JSF&CSC LTD at block level in respect of all district of Jharkhand.

8.17 The Bids of all Bidders who have participated in the E-Auction must remain valid during contract period.

8.18 The Bidders are required to quote in Indian Rupees per Quintal for each auction. The DF&CA may specify, if desired a ceiling price above which no bids may be accepted by NCDEX E-Market Ltd. The reducing tick size shall be Rs. 1. (Rupees one only)

8.19 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to DF&CA by NCDEX e Markets Ltd. The DF&CA after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by DF&CA will be declared as successful L-1 bidder and the same will be communicated to the successful bidder by DF&CA.

8.20 The final results of the E-Auction as approved by DF&CA are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years.
8.21 Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, 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 so as to prevent misuse of the same.

8.22 The Bid of the lowest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by NCDEX e Markets Ltd after getting approval from DF&CA within 10 working days of close of e-Auction. The confirmation of acceptance or rejection of lowest bid will be communicated to the successful bidder by NCDEX e Markets Ltd by email to registered e-mail ID or by FAX (As per NCDEX E-Market records).

8.22 DF&CA will evaluate bids, DF&CA also reserve right to reject Bids.

8.23 DF&CA and NCDEX e Markets Ltd 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.nemlin.in in case if e-Auctions cannot be held on scheduled date due to Server problems or any other reasons, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website.

8.24 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Buyer (DF&CA) to the successful bidder (hereinafter called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

8.25 In case of successful bid of the supplier the Security Deposit money will be refunded after execution of supplies by the supplier and completion of the clearing and settlement process.

8.26 In case of unsuccessful bid of the supplier the margin money will be refunded the next working day by the exchange. Supplier shall promptly enter the request for refund of EMD (Margin Money) on the Platform. Supplier may contact Customer Service Group on +91 22 48810555 for needful assistance. If supplier wishes to retain the margin the same would be allowed by the exchange for participation in the subsequent e-auctions.

8.27. The successful bidders will be charged transaction charges of 0.5% (half per cent) of the traded value by NCDEX e Markets Ltd and applicable GST on transaction charges.
Such amount i.e. Transaction charges and applicable GST will be deducted from EMD which shall be released after buyer completes Security Deposit submission in NeML Escrow Bank Account. All the suppliers who are registered with NCDEX e-Markets Ltd as members and wish to participate on the e-auction shall comply with terms and conditions of e-auction.

8.28. The successful bidder upon receipt of communication regarding acceptance of bid by the DF&CA shall arrange to transfer an amount equivalent to 5% (Five percent) as mentioned in Section 8.13 within 7 days from the date of declaration of e-Auction results by way of electronic fund transfer to an NCDEX e-Markets Ltd Accounts which shall be provided to Bidders by NeML via mail as per records of NeML.

8.29 NCDEX e-Markets Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX e-Markets Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 14 below.

9. ORDER FOR SUPPLIES.

9.1. The shortlisted supplier who qualifies in e-auction for sugar supply, will be issued with purchase order / indent by the DF&CA. The purchase order to the supplier will be issued subject to payment of prescribed security deposit with the Exchange account. The details of the district offices and location of delivery of supply would be furnished by DF&CA.

9.2. The DF&CA does not guarantee the minimum quantity, which will be ordered. The DF&CA reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated wholesale godowns spread across the concerned district.

9.3. To ensure the timely supply of sugar, short listed supplier will be given the block wise sugar requirement along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also, the supply of sugar shall be completed as per the below schedule:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Duration</th>
<th>Last date for supply of sugar at godowns situated in blocks without any penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>October 2020</td>
<td>Within 30 days from issue of Work Order</td>
</tr>
<tr>
<td>2</td>
<td>November 2020</td>
<td>Within 45 days from issue of Work Order</td>
</tr>
<tr>
<td>3</td>
<td>December 2020</td>
<td>Within 60 days from issue of Work Order</td>
</tr>
</tbody>
</table>
Such details namely quantity, delivery location etc will be indicated in the work order by District office of DF&CA.

9.4. Quantities supplied in excess of the quantity specified in the purchase order will not be paid for. Supply of required quantity should be as indented by the DF&CA. DF&CA at his sole discretion may place Purchase orders/indents by FAX / LETTER / E-MAIL pending execution of agreement. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of free flow white crystal sugarto the designated locations.

9.5. The supplier is required to enter into an agreement on Rs 1000/- non-judicial stamp paper with DF&CA to fulfill the contractual obligations as specified by the DF&CA. The draft format of agreement is furnished vide Annexure-5. Only winning bidders are required to enter in agreement with DF&CA.

Agreement not accompanied by document/proof or with any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions.

9.6. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of this contract.

9.7. Security Deposit furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of the contract.

9.8. Non acceptance of purchase order / indents within seven days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-auctions for a period of three years.

9.9. Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of security deposit and other penalty measures.

9.10. 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 supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks within seven days from the date of intimation of rejection of stocks, the security Deposit and EMD (margin
money) furnished by the qualified supplier shall be forfeited and action under the existing laws will be initiated to recover such losses.

10. TERMS AND CONDITIONS OF DELIVERY.

10.1. The successful suppliers should take adequate precautions to prevent damage or deterioration to Free flow White crystal sugar (ISS Grade S-30/ M-30) during storage/transportation.

10.2. The successful suppliers should deliver at his cost the Free flow White crystal sugarto the designated warehouse/storage place as per the purchase order / indent issued by DF&CA.

10.3 The successful supplier should pack the Sugar to be delivered in 50 Kgs net basis in new (PP) Polypropylene bags and all the bags shall be machine stitched. The tare weight of the Sugar 50 kg PP empty bag shall be considered 160 grams.

10.4 To ensure the timely supply of sugar, short listed supplier will be given the block wise sugar requirement along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also, the supply of sugar shall be completed as per the below schedule:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Duration</th>
<th>Last date for supply of sugar at godowns situated in blocks without any penalty</th>
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<td>2</td>
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</tr>
<tr>
<td>3</td>
<td>December 2020</td>
<td>Within 60 days from issue of Work Order</td>
</tr>
</tbody>
</table>

Such details namely quantity, delivery location etc will be indicated in the work order by District office of DF&CA.

10.5 In case of delayed delivery DF&CA Would impose penalty of Rs 100/MT for 1st 15 days on undelivered quantity. In case of further delay from 16th to 30th days penalty would be Rs. 500/MT for 16th to 30th day. Delivery after 30th day would be penalized @ Rs. 500/MT/day, subject to Maximum of 5 % of Value of undelivered Quantity. Total Penalty to be levied shall not be more than 5 % of the total trade value.

11. TERMS OF PAYMENT

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment would be done as per the procedure stipulated. DF&CA would pay 100% of value of delivered quantity within 30 days from the submission of bills by supplier, subject to confirmation of delivery by District Supply officer and after
positive test result of packaging materials and of quality of Sugar tested through NABL accredited Labs.

11.2 The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent.

11.3. The supplier shall submit the following to DF&CA

   a) Commercial Invoice
   b) Assaying Report
   c) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
   d) Stock Receipt issued by Assistant godown Manager and/or any other document for having received the stock at depot/godown location
   e) Stock receipt should be verified by ADM(S)/ SO(R)/DSO of concerned district.

11.4. The payment will be directly released to the respective qualified suppliers by DF&CA throughRTGS/NEFT.

12. PENALTY CLAUSE

12.1. In case if the supplier fails to complete the supplies in time as per indent, the DF&CA reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Free flow white crystal sugar from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. Security Deposit will be forfeited and DF&CA may also proceed with blacklisting of the firm depending on the gravity of the situation. Black listing will be for a period of three years from the date of said order and the agency will be barred from participating in any tender of DF&CA for that period.

In addition to this, in case of any false/wrong documents are submitted as per section 3 the DF&CA shall have the right to cancel the agreement and initiate legal action.

12.2. In case of delayed delivery DF&CA Would impose penalty of Rs 100/MT for 1st 15 days on undelivered quantity. In case of further delay from 16th to 30th days penalty would be Rs. 500/MT for 16th to 30th day. Delivery after 30th day would be penalized @ Rs. 500 /MT/day, subject to Maximum of 5 % of Value of undelivered Quantity. Total Penalty to be levied shall not be more than 5 % of the total trade value.
12.3 DF&CA may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the supplier, terminate the agreement in whole or in part.

Breach of agreement shall include, but shall not be limited to the following:

a) The Supplier stops providing services for continuously 10(TEN) days when no stoppage of service is shown on the current program and the stoppage has not been authorized by the DF&CA.

b) If the Supplier fails to perform any other obligation(s) under the agreement and terms & conditions of the tender or

c) The Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

Notwithstanding the above, the DF&CA may terminate the Agreement for any reasons of quality of Service; reduction in requirements or for any other valid reasons whatsoever.

If the Agreement is terminated the Supplier shall stop services immediately.

In the event the DF&CA terminates the Agreement in whole or in part, pursuant to terms and conditions of tender, the DF&CA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to the DF&CA for any excess costs for such similar Goods. If the Supplier fails to reimburse the DF&CA or such excess costs within a reasonable period, the DF&CA may have recourse to the performance Security. However, the supplier shall continue performance of the Agreement to the extent not terminated.

If the supplier fails to perform the duties as laid down in this document the DF&CA may also proceed with the blacklisting of the firm depending on the gravity of situation. Blacklisting will be for a period of three years from the date of said order and the agency will be barred from participating in any tender of DF&CA for that period.

13. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Jharkhand State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as the circumstances prevail, provided that, in the
event of these circumstances continuing formore than three monthseither party shall have the right to refuse to fulfill its contractual obligations without title to indemnificationof any losses it may therebysustain. 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.

14. ARBITRATION

In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Jharkhand, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Ranchi and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

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

15. ROLE OF NeML

15.1 With regard to the present Terms and Conditions, the role of NCDEX e Markets Limited is limited only to the extend defined in these Terms and Conditions that NCDEX e Markets Limited shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auctions. By bidding in this e-auction, the bidders acknowledge that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence of this e-auction or non-adherence of these terms and conditions.

15.2 By entering into the bidding process, DF&CA and the participants of e-auctions including winning bidders agree and accept that the role of NeML under this Terms and Conditions is confined only for providing of electronic bidding platform and carrying out activities which are necessary for settlement of trades as defined in these Terms and Conditions and that NeML shall neither be made party to any dispute between DF&CA and the participants of the e-auctions including the winning bidders/Suppliers relating to any of the terms and conditions of this Terms and Conditions nor shall be held responsible or liable for any claims, losses or damages in
any of the disputes arising between them. Both the DF&CA and the Suppliers shall completely absolve NCDEX e Markets Ltd from any consequences resulting out of this Terms and Conditions and further any disputes between them shall be resolved as per Clause 14 above.

15.3 Both the disputing parties agree to indemnify and keep NeML indemnified against any claims, losses and damages suffered by NeML in this regard.

16. DISCLAIMER

Though adequate care has been taken in preparation of this bid documents, the bidder should satisfy himself/herself that the document is complete in all respect. Intimation of discrepancy, if any, should be given to the below mentioned officer on or before.....If this officer receives no Intimation of discrepancy within the stipulated time, it shall be deemed that the bid document is complete and final in all respect.

Director
Directorate of Food & Consumer Affairs
Government of Jharkhand
Ground Floor, Engineer's Hostel, HEC Sector-III, Dhorwa
Ranchi- 834004

We agree to the above terms and conditions detailed Clauses Sl. No. 1 to 15 of this Request for Proposal for Empanelment of suppliers for supply of Free flow white crystal sugar under Public Distribution System Scheme of Government of Jharkhand for Third Quarter of the financial year 2020-21 under Reverse Auction Mode.

Signature of the applicant.
Name: 
Place: 
Seal: 
Date: 

SIGNATURE AND SEAL OF APPLICANT
## ANNEXURE-1

**Estimated Quarterly quantity of Free flow White Crystal Sugar (ISS Grade-S-30/M-30) under Public Distribution System Scheme 2020-21**

*(Note: The quantities/locations indicated are only indicative and are subject to actual requirement as may be indentified by the respective DF&CA. The details of wholesale points will be notified in the e-Auction calendar. The quantities are converted to Quintals)*

### Whole State Lot

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>State Name</th>
<th>Quantity (In Quintals) October '20- December '20</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jharkhand</td>
<td>27215</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>27215</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SLNO</th>
<th>District Name</th>
<th>Approximate Quantity of Freeflow white crystal sugar for per month in MT if the beneficiary of AAY family will be given 1 kg/month (Single Lot will be shown in auction schedule)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ranchi</td>
<td>300.00</td>
</tr>
<tr>
<td>2</td>
<td>Khunti</td>
<td>98.85</td>
</tr>
<tr>
<td>3</td>
<td>Lohardaga</td>
<td>42.09</td>
</tr>
<tr>
<td>4</td>
<td>Gumla</td>
<td>98.76</td>
</tr>
<tr>
<td>5</td>
<td>Simdega</td>
<td>51.93</td>
</tr>
<tr>
<td>6</td>
<td>EastSinghbhum</td>
<td>176.34</td>
</tr>
<tr>
<td>7</td>
<td>WestSinghbhum</td>
<td>288.06</td>
</tr>
<tr>
<td>8</td>
<td>Saraikela-Kharsawan</td>
<td>103.41</td>
</tr>
<tr>
<td>9</td>
<td>Latehar</td>
<td>43.56</td>
</tr>
<tr>
<td>10</td>
<td>Jamtarra</td>
<td>53.79</td>
</tr>
<tr>
<td>11</td>
<td>Dumka</td>
<td>148.65</td>
</tr>
<tr>
<td>12</td>
<td>Pakud</td>
<td>59.10</td>
</tr>
<tr>
<td>13</td>
<td>Sahebgang</td>
<td>121.80</td>
</tr>
<tr>
<td>14</td>
<td>Godda</td>
<td>85.41</td>
</tr>
<tr>
<td>15</td>
<td>Garhwa</td>
<td>93.33</td>
</tr>
<tr>
<td>16</td>
<td>Palamu</td>
<td>138.66</td>
</tr>
<tr>
<td>17</td>
<td>Koderma</td>
<td>50.49</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>18</td>
<td>Chatra</td>
<td>115.35</td>
</tr>
<tr>
<td>19</td>
<td>Hazaribagh</td>
<td>166.26</td>
</tr>
<tr>
<td>20</td>
<td>Ramgarh</td>
<td>62.88</td>
</tr>
<tr>
<td>21</td>
<td>Bokaro</td>
<td>65.64</td>
</tr>
<tr>
<td>22</td>
<td>Dhanbad</td>
<td>102.72</td>
</tr>
<tr>
<td>23</td>
<td>Giridih</td>
<td>207.48</td>
</tr>
<tr>
<td>24</td>
<td>Deoghar</td>
<td>46.41</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>2721.5</strong></td>
</tr>
</tbody>
</table>

**ANNEXURE-2**

**APPLICATION FOR ENROLMENT AS SUPPLIER OF FREE FLOW WHITE CRYSTAL SUGAR UNDER PDS SCHEME FOR THE THIRD QUARTER (OCTOBER’20-DECEMBER’20) OF FINANCIAL YEAR 2020-21.**

*(NOTE: Form should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form has to be signed by the authorized signatory)*

1. Name of the Applicant

2. Office Address
   a) Telephone No.
   b) Fax No
   c) Mobile No.
   d) E-mail
   e) website
   f) Residential Address
   g) Residential Telephone No.

3. Category of Business
   a) Trader
   b) Processor
   c) Manufacturer of sugar
   d) Others(Please specify)

3. Factory Address (as applicable)
   a) Tel.......... 
   b) Fax.......... 

4. Permanent Income Tax A/c No. (PAN No...)

5. a) GST

6. a) If Partnership firm
   Name & Address of all Partners
b) If Registered under Companies Act, Name of the Chairman and Managing Director with full address

c) Name & Address of Proprietor If Proprietor concern

7. RTGS remittance details towards application/registration fee
   a) NCDEX e Markets Ltd Rs 5000+ Service Tax

8. Year of Establishment of the firm
   8.1 Production License
   8.2 Pollution certificate

9. Annual Turnover (Rs.in Crore)
   a) 2016-17
   b) 2017-18
   c) 2018-19
   Average =

10. Name of the Authorized signatory (a copy of the authorization to be enclosed wherever necessary)

11. Annual Production (In MT)
    a) 2016-17
    b) 2017-18
    c) 2018-19
    11.1 Average =

I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier of Free flow white crystal sugar. The duly signed terms and conditions of RFP document for supply of free flow white crystal sugar is enclosed to this application along with relevant documents.

Date: Name & Signature of the Supplier
Place: Address & Seal
ANNEXURE - 3

NCDEX e MARKETS LIMITED REGISTRATION FORM FOR FREE FLOW WHITE CRYSTAL SUGAR (GRADE S30/M30) E AUCTION PARTICIPATION CP FORM

NCDEX e Markets Limited (NeML) is a 100% subsidiary of National Commodity & Derivatives Exchange Limited (NCDEX). NCDEX e markets Limited (NeML), is set up to provide an online trading platform for spot trading in various agricultural and non-agricultural commodities.

NCDEX e Markets Limited (NeML) invites applications for Commodity Participant Membership (CP) from persons all over India, who fulfill eligibility criteria contained herein. The CP membership shall entitle the Members to trade in single or multiple commodities across different segments. CP membership shall entitle the Members to trade on their own account only.

The words “Member” and “Applicant” used hereinafter refer and apply to CPs and the term “NeML” shall wherever used, shall refer to NCDEX e Markets Limited.

The Applicants who are admitted as Members shall adhere to the conditions, stipulations and guidelines as contained in the General Terms and Conditions of the NeML along with its amendments from time to time and directions issued by NeML or any Regulatory authority as communicated / notified from time to time by the NeML and / or any other Indian regulatory / statutory authorities.

1. TYPE OF COMMODITY PARTICIPANT MEMBERSHIP

There are two types of CP Membership of NeML

A. Single Commodity CP Membership – Member can trade in only one single commodity or segment opted for.

B. Multiple Commodity CP Membership – Member is allowed to trade in all the commodities across all the segments

2. CRITERIA FOR ADMISSION AS CP MEMBER OF NCDEX e MARKETS LIMITED (NeML)
A. ELIGIBILITY
A.1 Applicants who are:-
   a) Individuals
   b) Sole proprietors
   c) Limited Liability Partnership (LLP), Partnership Firms
   d) Co-operative societies registered with the registrar of co-operative societies of the respective states / Union Territories
   e) Companies, corporations or institutions incorporated under Companies Act, 1956 along with the amended Act of 2013 or under any central or state legislation and are permitted under their Memorandum of Association or applicable constitution document for engaging in production / trading / consumption / broking in commodities/assets/services etc.
   f) Such other persons / entities as may be permitted by the relevant authority of the NeML

B. FEE / DEPOSIT STRUCTURE AND NET WORTH REQUIREMENT
Applicants whose applications are accepted for admission will be required to pay the following fees as given below. The fees indicated below are valid for one financial year i.e. from 1st April to 31st March of the following year and shall be renewed annually.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>For Commodity Membership</th>
<th>Single CP</th>
<th>For Multiple Commodity Membership</th>
<th>CP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One time admission fees</td>
<td>Rs.5000.00</td>
<td></td>
<td>Rs.25000.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Membership Renewal Fees</td>
<td>Rs.5000.00</td>
<td></td>
<td>Rs.5000.00</td>
<td></td>
</tr>
</tbody>
</table>

Note: Applicable GST is chargeable on the above fees. Fees prescribed at Sr. 1 and 2 are non-refundable.

An applicant must pay the membership and other fees etc., as applicable at the time of admission.

C. ADMISSION PROCEDURE
All applicants are required to submit the application form in the
prescribed format.
The admission procedure shall consist of appraisal of valid applications and other documents annexed and in case required, a personal interface with the membership committee constituted by the NeML for this purpose. The final acceptance/rejection of any membership shall be at the absolute discretion of the NeML and the decision of the NeML shall be final and binding.

D. SUBMISSION OF APPLICATION FORM
Eligible applicants are required to submit their applications for CP Membership of the NeML in the format prescribed in CP FORM hereto, complete in all respects, along with all relevant documents and Annexures as applicable to the applicant and accompanied by non-refundable fees as per table above by demand draft/pay order drawn in favour of “NCDEX e-Markets Limited”, payable at Mumbai or NEFT/RTGS in the account of NeML. Incomplete applications are liable to be rejected. The application along with relevant documents and applicable fees must be submitted at the following address of the NeML -
“NCDEX e-Markets Limited, Membership Department, 1st Floor, Akruti Corporate Park, Near G.E. Garden, LBS Road, Kanjurmarg (West), Mumbai – 400 078 Tel. No. 22 – 66406646"www.neml.in

E. Notwithstanding anything contained herein, the NeML shall have absolute discretion and right to relax, vary, change, add to and delete any or all of the eligibility criteria for Application/Membership for any person or partners or directors or any member of governing body. Further, the admission of the applicant as a member would be at the sole discretion of the NeML.

F. Notwithstanding anything mentioned above, NeML reserves its sole and absolute right to reject, cancel, suspend and/or terminate the CP Membership granted to any Member at any point in time, with or without assigning any reasons whatsoever and any such decision of NeML shall be final and binding on the CP Member.
CP FORM - NCDEX e Markets Limited (NeML)
APPLICATION FORM FOR COMMODITY PARTICIPANT MEMBERSHIP (CP)

i) Please read the accompanying notes carefully before filling up the form.
ii) Please attach all relevant documents along with this application.
iii) Please use additional sheets to furnish information, wherever necessary.

1. NAME OF APPLICANT:

2. Constitution:

- INDIVIDUAL
- SOLE PROPRIETORSHIP
- PARTNERSHIP FIRM
- LLP
- CORPORATE - Pvt. Ltd.
- CORPORATE - Public Ltd – Listed
- CORPORATE - Public Ltd – Unlisted
- CO-OPERATIVE SOCIETY
- GOVT OR GOVERNMENTAL ORGANISATION
- OTHERS – PLEASE SPECIFY

3. Type of CP Membership (Tick Against The Membership You Opt For)

SIGNATURE AND SEAL OF APPLICANT
☐ SINGLE COMMODITY MEMBERSHIP
☐ MULTIPLE COMMODITY MEMBERSHIP

Note: If single commodity membership specify Segment if any -

4. Date of Birth/Incorporation/Registration

5. PAN No. 
   TIN No.

6. GST Details
   A. GSTN -
   B. REGISTERED ADDRESS

C. STATE CODES

*(For multiple branches and multiple states kindly provide details separately as Annexure duly stamped and signed by authorized person in order to avail input tax benefits from GST).

7. Registered Office Address -

______________________________
______________________________
______________________________

City and state
Tel.
Email ID
Mobile No.

Pin
Fax
Contact Person’s Name
Designation

SIGNATURE AND SEAL OF APPLICANT
8. Address for Communication

☐ Please tick if the communication address is same as registered office address or else fill in new address below -

____________________________________________________________________________________

____________________________________________________________________________________

City and state ______________________ Pin ______________________
Tel. ________________________________ Fax ______________________
Email ID __________________________ Contact Person's Name ______________________
Mobile No. ________________________ Designation ______________________

9. Details of the Individual /Proprietor/ Managing Partner/ Chief Executive /Chairman/ Secretary

Name: ______________________________
PAN No. __________________________
Address : __________________________________________
______________________________________________
City and state ______________________ Pin ______________________
Tel. ________________________________ Fax ______________________
Email ID __________________________ MobileNo.____________________

(Please give details of the Individual/Proprietor/Managing Partner/ Chief Executive/ Chairman/ Secretary of the governing body and all Directors / partners/members of governing body in Annexure SC – 3, along with their detailed biodata)
10.(A) Name of the stock / commodity exchange(s) on which the applicant is a member. (Please tick relevant)

☐ NOT MEMBER OF ANY OTHER EXCHANGE

☐ YES, DETAILS AS UNDER

1. 
2. 
3. 
4. 

Membership No.: __________________

(B) Name of the stock / commodity exchange/s on which any director/dominant promoter/partner is a member.

☐ NOT MEMBER OF ANY OTHER EXCHANGE

☐ YES, DETAILS AS UNDER

1. 
2. 
3. 
4. 

11. Are you an Income Tax assessee? YES ☐ / NO ☐

If Yes, Please attach a copy of the latest IT Return with proof of filing.

12. Whether the applicant and / or any of the partners /promoters /directors / employees were/are involved in any financial irregularity? YES ☐ / NO ☐

13. Has any disciplinary action been taken by any exchange against the applicant or any of the partners/promoters/directors/shareholders/ employees of the applicant? If so, please give details in a separate sheet? YES ☐ / NO ☐

14. Whether any court case/s is / are pending against the applicant and / or any of its partners / promoters / directors / employees
A) in their present status □ YES □/NO

B) as a promoter / principal / partner / director / employees of any organisation in the past - YES □ /NO □

15. Please give full details of the applicant/partner / promoters / shareholders / directors / any of the core staff who:

(a) has/have ever been adjudged bankrupt or have a receiver order been made against them or have been proved to be insolvent at any time□ES □/NO

(b) has/have ever compromised with its creditors for less than full discharge of debts? YES □ /NO □

(c) has/have ever been involved in litigations, suits or proceedings or have been involved in any financial liability of contingent or unascertained nature? YES □ /NO □

(d) has/have ever been at any time convicted of an offence involving fraud or dishonesty or financial irregularities□ES □/NO

(e) has/have ever been denied / rejected for membership of any stock / commodity exchange or commercial organisation? YES □ /NO □

(f) has/have ever been suspended / expelled / declared a defaulter on any stock / commodity exchange or he has been debarred from trading in securities/commodities by any Regulatory Authorities like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities □□ YES /NO

(g) has/have committed any act, which renders the Company liable to be wound-up? YES □ / NO □

(h) has/have had a provisional Liquidator or Receiver or Official Liquidator appointed by a competent Court? YES □ /NO □

(If answers to question nos 14 - 17 are indicated as "YES", please give complete details separately)
16. DETAILS OF THE BANK ACCOUNT OF APPLICANT (Enclose cancelled cheque copy)

A. BANK ACCOUNT NUMBER

B. BANK NAME

C. BRANCH CITY AND NAME

D. IFSC CODE

E. ACCOUNT TYPE

(Point No 16 needs to be certified by Bank that account is conducted satisfactory)

DECLARATION -
Any mis-statement or misrepresentation or suppression of facts in connection with this application for CP membership or breach of any undertaking or condition of admission of CP membership entails rejection of application or expulsion from membership.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I / We also state that no relevant material fact has been misstated, misrepresented or suppressed. 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.

Signed and Sealed:

Name:
Designation:
Place and Date:

Affix Passport size photograph of the Signatory
**APPLICATION TO BE SIGNED BY:**

<table>
<thead>
<tr>
<th>For individuals</th>
<th>By the Individual himself/herself</th>
</tr>
</thead>
<tbody>
<tr>
<td>For partnership firms</td>
<td>By all the partners of the firm</td>
</tr>
<tr>
<td>For Co-operative Societies</td>
<td>By persons duly authorized by a resolution in accordance with Bye Laws of the society (submit certified true copy of the relevant resolutions, duly signed)</td>
</tr>
<tr>
<td>For Corporates / Institution</td>
<td>Managing Director/Whole Time Director/any other person/s as authorised by the Board (Submit certified true copy of the relevant Board resolution)</td>
</tr>
</tbody>
</table>

**Documents to be enclosed along with Application Form**

<table>
<thead>
<tr>
<th>Corporate/Co-operative Entity Applicant</th>
<th>Tick Mark attached documents</th>
<th>Partnership Firm, LLP Entity Applicant</th>
<th>Tick Mark attached documents</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate of Registration and Incorporation of company/society</td>
<td>Partnership Deed along with any changes, amendments</td>
<td>IT returns for last 2 years</td>
<td></td>
</tr>
<tr>
<td>Memorandum of Association &amp; Article of Association</td>
<td></td>
<td>Balance Sheet, P&amp;L Account for last 2 years</td>
<td></td>
</tr>
<tr>
<td>IT returns for last 2 years</td>
<td></td>
<td>PAN and GST registration copies and address proof</td>
<td></td>
</tr>
<tr>
<td>Annual Report for last 2 years (containing Statement of Accounts, Balance Sheet, name of Directors, Members, Shareholding pattern etc.)</td>
<td></td>
<td>Any other documents as mentioned in the Contract note/RFP</td>
<td></td>
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<tr>
<td>In case current year Annual Report not available, submit the above documents separately.</td>
<td></td>
<td>NeML Risk Disclosure Document signed by the Parties</td>
<td></td>
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<tr>
<td>Bye Laws of Co-operative Society</td>
<td></td>
<td>Notarised Undertaking on Rs.500/- Stamp Paper</td>
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<tr>
<td>PAN and GST registration copies and address proof</td>
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<tr>
<td>Any other documents as mentioned in the Contract note/RFP</td>
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<tr>
<td>NeML Risk Disclosure Document signed by the Parties</td>
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<td>Notarised Undertaking on Rs.500/- Stamp Paper</td>
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<tr>
<th>Individual and Sole Proprietor Entity Applicant</th>
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<tbody>
<tr>
<td>Firm Registration Certificate - For Sole Proprietors only</td>
<td></td>
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<tr>
<td>IT returns for last 2 years</td>
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<tr>
<td>PAN and GST registration copies and address proof</td>
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<tr>
<td>Any other documents as mentioned in the Contract note/RFP</td>
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<tr>
<th>NeML Risk Disclosure Document signed by the Parties</th>
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<tbody>
<tr>
<td>Notarised Undertaking on Rs.500/- Stamp Paper</td>
<td></td>
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</table>

ANNEXURES TO THE CERTIFICATE TO BE FURNISHED ALONG WITH THE APPLICATION

Annexure I - Details of Directors/ Partners/ Proprietor
(Please submit only in case there is change in Articles of Association submitted)

Annexure II - Share holding pattern of company/Sharing Pattern of the Partnership Firm
(Please submit only in case there is change in Partnership deed submitted)

ANNEXURE III: Details of the Stock Exchanges in which Applicant Company is listed
(Please submit only in case applicable)

The Annexures are to be certified by the Statutory Auditors.
Annexure: A
Certificate dated ______
Submitted by ______________ to NCDEX e-markets Limited (NeML)

DETAILS OF DIRECTORS/PARTNER/PROPRIETOR/SOCIETY MEMBER

<table>
<thead>
<tr>
<th>S.N</th>
<th>Name</th>
<th>Designation</th>
<th>Education</th>
<th>Experien @</th>
<th>Share holding No. Amt % age</th>
<th>Directorships / controlling share holding in other cos / entities</th>
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</table>

Date:__________
Place:__________
Signature(s):__________

NOTES:

@ : Enclose the conduct Certificate / Status report from the stock exchange for the companies.

# : For each of these memberships, give details of disciplinary action, if any, taken by the Stock / Commodity Exchange or any other regulatory/statutory authority in respect of these memberships with dates in the following format:
* Expulsion
* Suspension
* Default
* Any other disciplinary action or enquiry against the member

CERTIFICATE (for Corporates / Institutions only)

This is to certify that the Shareholding in __________ as given above, based on my/ our scrutiny of the books of accounts, records and

SIGNATURE AND SEAL OF APPLICANT
documents is true and correct to the best of my/our knowledge and as per
information provided to my/our satisfaction.

Date: For (Name of Accounting Firm)

Place: Chartered

Name of Partner

Accountant
    Membership Number

Annexure B
(For Corporates / Institutions)
Certificate dated
Submitted by to NCDEX e-markets Limited (NeML)

SHARE HOLDING PATTERN of as on

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Name #</th>
<th>Amt paid up</th>
<th>%age of total</th>
<th>Number of Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>10.</td>
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<tr>
<td>Others @</td>
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</tr>
</tbody>
</table>

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TOTAL 100 %

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SIGNATURE AND SEAL OF APPLICANT
NOTES:
# In case of
  ◦ body corporate, give similar details thereof separately.
  ◦ partnership firm, give names of all partners and the sharing pattern.

@ Persons holding 2% or more of the paid up capital should be shown separately and not clubbed in Others.

Date:
Place:

Signature(s)

Annexure: B
(LLP or Partnership Firms)
Certificate dated _________
Submitted by _________
to NCDEX e-markets Limited (NeML)

SHARING PATTERN of _______________ as on ______

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Partner</th>
<th>Capital in the Firm</th>
<th>Share in Profits Share in Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>5.</td>
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<td>6.</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>100 %</td>
<td></td>
</tr>
</tbody>
</table>

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Date:
Place:

Signature(s)

Note: If any company is a partner, please furnish the shareholding of that company
CERTIFICATE

This is to certify that the Capital and Sharing Pattern of __________ as given above, based on my/our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Date: ________________
Firm: ________________
Place: ________________
Name of Partner ________________
Accountant ________________
Chartered ________________
Membership Number __________________

Annexure C
Certificate dated ________________
Submitted by ________________ to NCDEX e-markets Limited (NeML)

To be submitted by listed public company
Sr. No. ________________ Name of the Stock Exchange(s)
Listed since (date) ________________ on which company is listed

1. ________________
2. ________________
3. ________________
4. ________________

Date: ________________
Place: ________________
CHECK LIST

An applicant for membership is required to note the following and furnish all the documents.

Applications should be complete in all respects. Applications may be retyped on A4 size paper provided all the contents remain intact.

Duly completed application should be submitted along with the relevant documents mentioned above. Attach such other documents that the applicant believes are relevant to the application. Attention of applicants is particularly drawn to the following provisions:

- Any canvassing by an applicant shall debar his application from being considered for membership
- The membership of NeML shall be at the sole discretion of the NeML.

Incomplete applications shall not be accepted
NeML Membership Declaration

This Declaration is executed at __________ this ______ day of ________, 20____

To,
NCDEX e Markets Limited,
Akruti Corporate Park,
Opp. G.E. Gardens, L.B.S. Road,
Kanjurmarg West, Mumbai 400078

Hereinafter called “NeML” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);
Executed BY
Name - __________________
Address - __________________

hereinafter called “The Undersigned” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS NeML has agreed to admit the Undersigned as a Commodity Participant Member in accordance with the General terms and conditions of NeML as amended from time to time.

AND WHEREAS NeML has as a precondition to the Undersigned being admitted as a Commodity Participant Member, interalia required the Undersigned to furnish this Declaration as given herein under.

Therefore, I/We, the Undersigned being admitted by NeML as a Commodity Participant Member, hereby declares that:-

1. I/We have not violated or prosecuted or charged with any of the offenses made by the State and/or Central Government including but not limited to The Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009 or any other criminal offenses under the Indian Penal Code.

2. I/We will comply with the present and any future requirements under the State and Central Acts and Laws including but not limited to the Essential Commodities Act, 1955, Food Safety and Standards Act, 2006 and The Legal Metrology Act, 2009
3. I/We will inform and keep NeML informed with regard to any action taken or initiated against me/us with respect to any non-compliance under the statutory Acts and Laws likely to impact the my/our obligations for trades conducted on NeML trading platform.

4. I/We confirm that I/We have not been blacklisted by any State or Central Government or any other organization, governmental or otherwise, for non-performance of any contractual obligations or violation/breach of statutory Acts and Laws.

5. I/We agree and undertake to defend and indemnify NeML and keep NeML indemnified and harmless at all times against any claim, loss or damage including liabilities arising out of failure to comply or violation or breach of any or all of the Clauses of this declaration.

The Undersigned do hereby confirm that the declaration provided above is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

Signed sealed and delivered } by the within named } being the authorised person } Dated -
NeML RISK DISCLOSURE DOCUMENT

[THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE MEMBER AND THEIR CLIENTS BEFORE ENROLLING AS MEMBERS OF NeML AND SHOULD BE READ IN CONJUNCTION WITH THE GENERAL AS WELL AS SPECIAL TERMS AND CONDITIONS OF NCDEX e MARKETS LIMITED (NeML).

NeML has not prescribed the merits of participating on the NeML trading platforms but has prescribed this disclosure document for apprising the members regarding the risks involved with trading on NeML platform. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms. In light of the risks, the MEMBER should undertake such transactions only if it understands the nature of the contracts (and contractual relationships) into which the MEMBER is entering and the extent to which MEMBER is exposed to risk. The MEMBER should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances. Trading requires not only the necessary financial resources but also adequate knowledge, experience and risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, the NeML or any other authority shall not be responsible and it will not be open for any MEMBER to take the plea that no adequate disclosure was made or it was not explained the full risk involved by the NeML to the MEMBER. The MEMBER will be solely responsible for the consequences and no contract can be rescinded on that account. The MEMBER must ask the NeML to provide full details of the contract i.e., the contract specifications and the associated obligations, if not provided by NeML.

DEPOSITED CASH, FEES AND OTHER MONIES -

The MEMBER should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. The extent to which the MEMBER may recover its money or property may be governed by specific legislation or local rules in
absence of any other contract to the contrary. In some instances, monies, which has been specifically identifiable as the MEMBER’s own, will be pro-rated in the same manner as cash in the event of a shortfall of MEMBER. In case of any dispute with the MEMBER, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.

TRANSACTION AND OTHER CHARGES –

Before the MEMBER begins to trade, it should obtain a clear explanation of all transaction charges, fees and other charges for which it will be liable. These charges will affect the MEMBER’s net profit (if any) or will increase its loss.

TRADING FACILITIES

The NeML offers electronic trading facilities, which are computer-based systems for order-routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The MEMBER’s ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or the NeML. Such limits may vary; the MEMBER should ask NeML, for details in this respect, if not already clarified. This document does not disclose all of the risks and other significant aspects involved in participation on electronic trading platform of NeML. The MEMBER should, therefore, study all aspects of participation carefully before becoming involved in it. The MEMBER, hereby acknowledges that he has received and understood this risk disclosure statement.

SUSPENSIONS AND TERMINATION OF MEMBER

Under certain conditions as stipulated in the Membership Undertaking, the General Terms and Conditions of NeML and/or any particular contract, the MEMBER may be barred from participating in any particular trading activity or its Membership may be terminated or suspended, permanently or temporarily, by NeML, on its own or as per instructions received in this regard, with or without assigning any reasons, with or without issuing prior notice, at any point of time. The MEMBER shall make itself aware of all such circumstances under which the MEMBER’s participation could get restricted, barred, terminated or suspended.

NO GUARANTEE OF PROFIT
The NeML provides no guarantee of profit or of avoiding losses when trading. The MEMBER has received no such guarantees from the NeML or from any of its representatives. The MEMBER is aware of the risks inherent in trading and is financially able to bear such risks and withstand any losses incurred.

ADVICE AND RECOMMENDATIONS

The NeML will not advise the MEMBER about the merits of a particular Transaction or give him any form of investment advice and the MEMBER acknowledges that the Services do not include the provision of investment advice in the underlying commodities. The MEMBER alone will enter into Transactions and take relevant decisions based on his own judgment. By transacting on NeML trading platforms, the MEMBER represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the transactions. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any transactions. The NeML gives no warranty as to the suitability of the products traded under the MEMBER Agreement and assumes no fiduciary duty in its relations with the MEMBER.

The NeML will not be under any duty to provide the MEMBER with any legal, tax or other advice relating to any Transaction. The MEMBER should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The MEMBER is hereby warned that tax laws are subject to change from time to time.

CIRCULARS AND NEWSLETTERS

The NeML may, from time to time and at its discretion, provide the MEMBER (or in circulars or newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,

NeML will not be responsible for such information,

- NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction,
- the information is provided solely to enable the MEMBER to make his own trading decisions and does not amount to trading advice or unsolicited financial promotions to the MEMBER
- if the document contains a restriction on the person or category of persons for whom that document is intended or to
whom it is distributed, the MEMBER agrees that he will not pass it on to any such person or category of persons,

- The MEMBER accepts that prior to dispatch, the NeML may have acted upon it itself to make use of the information on which it is based. The NeML does not make representations as to the time of receipt by the MEMBER and cannot guarantee that he will receive such information at the same time as other MEMBERS.

- It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by the NeML are subject to change and may be withdrawn at any time without notice.

**FORCE MAJEURE EVENTS**

In case of a Force Majeure Event the NeML may not be in a position to arrange for the execution of MEMBER’s Orders or fulfil its obligations under the contract or agreement with the MEMBER. As a result the Member may suffer financial loss. The NeML will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to a Force Majeure event.

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

Dated:
Place:

Seal and Signature
## Annexure :4

**Districtwise details of warehouse for delivery of free flow white crystal sugar**

<table>
<thead>
<tr>
<th>Sl. no</th>
<th>Name of District</th>
<th>JSF&amp;CSC Ltd</th>
<th>Godown where free flow white crystal sugar is to be delivered</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ranchi</td>
<td>Kadru 1,2 &amp; 3 (Ranchi), Kanke, Raatu, Chanho, Mandar, Lapung, Burmu, Bedo, Namkum, Ormanjhi, Angada, Silli, Bundu, Sonahatu, Tamad</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Khunti</td>
<td>Khunti, Torpa, Murhu, Karra, Ardki</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Gumla</td>
<td>Sisai, Basia, Chainpur, Bazar, Samiti (Gumla), Ghagra, Palkot, Bisenpur, Raidi, Dumri, Kamdara</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Lohardaga</td>
<td>Lohardaga, Kudu, Senha, for Lohardagabazar Samiti (Bhandara)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Simdega</td>
<td>Bano, Tethaitangar, Kolebira, Jaldega, Simdega, Kurdega</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Giridih</td>
<td>Giridih, Gandey, Bengabad, Pirtand, Sariya, rajdhanyar, Jamua, dewri, tisr, i, gawan, birni, bagodhar</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Hazaribagh</td>
<td>Bazaar samiti 1, bazar samiti 2 (Hazaribagh), Bisnugarh, Barhi, Barkagaon, Keredari, Chouparan, Kata, kmasandi, i, chaak</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Ramgarh</td>
<td>Ramgarh, Gola, Pathratu, Mandu</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Chatra</td>
<td>Chatra, Simariya, Ithkhori, Huntergunj, Pratappur, Tandwa, Lawalong</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Koderma</td>
<td>Koderma, Satgawan, Jainagar, Markachho</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Palamu</td>
<td>Overbridge (Daltonang), Paanki, Bisrampur, Bairiya (Daltonang), Harhihargan, Chattarpur, Chainpur, Patan, Padma, Manatu, Husainabad, Lesligang</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Latehar</td>
<td>Latehar 1 &amp; 2, Manika, Chandwa, Balumath, Mahuadand, Garu, Barwadih, Latehar</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Garwah</td>
<td>Garwah 1 &amp; 2, Meral, Dhurki, Bhawnathpur, Nagarutari, Ranka, Bhandari, Manjhi on, Ramna</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Purbi Singhbhum</td>
<td>Ghatshila, Potka, Patmada, Behragoda, Daalmumgardo, Chakulias, Dumaria, Musabani, Burmamines 1 &amp; 2, Sakhi 1 &amp; 2 (Jamesdpur)</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Paschim Singhbhum</td>
<td>Chaibasa, Jhikpini, Manjhari, Jagannathpur, Novamundi, Sonua, Kumardungi, Manjhaon, Chakardharpur, Goikera, Bandgaon, Mancharpur, Khutpani, Tonto</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>seraikela-kharsawan</td>
<td>Kuchai, Kharsawan, Ichagardh, Nimdih, Gemhar, Rajnagar, Chandil, Seraikela</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Dhanbad</td>
<td>Dhansar, Bhaga, Sindri, Bagmara, Topchanchi, Govindpur, Nirsa, Maithan, Tundi</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Bokaro</td>
<td>Chas, Bokaro, Chandakyari, Gomia, Petawar, Jainmod, Nawadih, Bermo, Kasmar</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Dumka</td>
<td>Dumka, Masliya, Sikaripada, Raneswar, Gopikandar, Kanti, Ramgarh, Saryahaat, Jaarmundi, Jarna</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Deogardh</td>
<td>Deogarh, Madhupur, Sarath, Sarwan, Palajori, Mohanpur</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Place</td>
<td>Location Details</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------</td>
<td>-------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Jamtara</td>
<td>Jamtara, Narayanpur, Nala, Kundahit</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Sahebganj</td>
<td>Boriyo, Udhwa, Rajmahal, Taljihari, Barharwa, Barhet, Madro, Jharna, Patan</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Pakur</td>
<td>pakur, Maheskut, Pakuriya, Hiranpur, Littipara, Amrapara</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Godda</td>
<td>Godda, Pathargawan, Meharwa, Pouryahat, Sudarpahari, Boarijor, Mehgawan</td>
<td></td>
</tr>
</tbody>
</table>
Annexure-5
Agreement

This Agreement is made on this ……………………………day of Month……….in the Christian era ………. Between Government of State of Jharkhand ……………………… through …………………………………………………..of DF&CA which expression shall unless repugnant to the context there of shall mean and include its administrator, successor in office, representative, assigns, of the first part and the supplier M/s. ……………………………………………………………..a proprietorship concern/partner of the firm/Co-operative society/company represented by Sri ………….in the capacity of ………….hereinafter called the ‘supplier’, which term shall mean and include his legal heirs, successors, executors and assigns of the other part, witnesses as follows:

Whereas the DF&CA has taken the decision of enrolling suppliers for supply of Free flow white crystal sugar for the 3rd quarter of financial year 2020-21, by inviting request for enrolment vide Notification. No. …………………………………………..

And whereas the supplier has participated in the e-auction in accordance with the terms and conditions specified in the “REQUEST FOR PROPOSAL - Empanelment of Suppliers for Supply of Free flow White Sugar crystal under Public Distribution System Scheme of Government of Jharkhand through NCDEX e Markets Ltd for the 3rd quarter of financial year 2020-21 and agreed to perform duties and services hereinafter described under the terms and conditions mentioned below and DF&CA has enlisted M/s…………………..………………………………………..as ‘supplier’ subject to all the terms and conditions stipulated and provided herein below:

It is hereby agreed between the parties as follows:

01. The terms and conditions mentioned in the “REQUEST FOR PROPOSAL - Empanelment of Suppliers for supply of Free flow white crystal sugar under Public Distribution System Scheme of Government of Jharkhand through NCDEX e Markets Ltd for the 3rd quarter of financial year 2020-21 No. DF&CA Circular No…………………..dated …………………….. regarding e-auction of Free flow white crystal sugar under Public Distribution System Scheme, application forms, documents from the part and parcel of this agreement and binding on the parties.
02. The registered supplier is selected as L-1 rate supplier and has deposited an amount equivalent to 5% (five per cent) of the value of the order as security deposit by way of electronic fund transfer to the respective Escrow account. The Security Deposit would be refunded on request upon completion of the supply of Free flow white crystal sugar in accordance with the quantity, quality and delivery schedule specified in the indent / purchase order issued by DF&CA or the extended period, if any, subject to satisfactory performance or execution of the indent / purchase order.

03. The DF&CA does not guarantee the minimum quantity, which will be ordered for supply. The DF&CA reserves the right to order only such quantity as may be necessary and the supplier is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid for.

04. To ensure the timely supply of sugar, short listed supplier will be given the block wise sugar requirement along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also the supply of sugar shall be completed as per the below schedule:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Duration</th>
<th>Last date for supply of sugar at godowns situated in blocks without any penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>October 2020</td>
<td>Within 30 days from issue of Work Order</td>
</tr>
<tr>
<td>2</td>
<td>November 2020</td>
<td>Within 45 days from issue of Work Order</td>
</tr>
<tr>
<td>3</td>
<td>December 2020</td>
<td>Within 60 days from issue of Work Order</td>
</tr>
</tbody>
</table>

Such details namely quantity, delivery location etc. will be indicated in the work order by District office of DF&CA.

5. **Quality Parameter:**
Sugar should be of white crystalline product extracted from unfermented and undecayed Sugar cane and free from any foreign matter, taste or odour and have the sweet taste characteristics of white sugar whether dry or in solution, it should be sparkling white in colour, free flowing and free from dirt and other extraneous contamination for human consumption and specifications as detailed below.

**Quality specifications for Free flow White crystal sugar is detailed below.**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Characteristic</th>
<th>Requirements for Free flow White Crystal sugar</th>
<th>Method of Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Moisture % by weight, Max</td>
<td>0.08</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>II</td>
<td>Sucrose % by weight (min)</td>
<td>99.0</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>III</td>
<td>Extraneous matter % by weight (Max)</td>
<td>0.05</td>
<td>D.G.H.S Manual</td>
</tr>
<tr>
<td>IV</td>
<td>Color in ICUMSA nits (max) by GS2/3-10</td>
<td>150</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------</td>
<td>-----</td>
<td>---------------</td>
</tr>
<tr>
<td>V</td>
<td>SO2 ppm (Max)</td>
<td>70</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>VI</td>
<td>Reducing sugar % by mass (Max)</td>
<td>0.08</td>
<td>IS:15279-2003</td>
</tr>
<tr>
<td>VII</td>
<td>% retained by mass, (min) (is-600</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>microns sieve) test % retained by mass</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(min) (is-300 micron sieve)</td>
<td>90.95</td>
<td>IS:1607-1977</td>
</tr>
<tr>
<td>VIII</td>
<td>Ash content</td>
<td>0.04% max</td>
<td>-</td>
</tr>
<tr>
<td>IX</td>
<td>Solubility</td>
<td>100% dry and free flowing</td>
<td>-</td>
</tr>
<tr>
<td>X</td>
<td>Granulation</td>
<td>Fine /crystal</td>
<td>-</td>
</tr>
<tr>
<td>XI</td>
<td>Color</td>
<td>Sparkling crystal white</td>
<td>-</td>
</tr>
<tr>
<td>XII</td>
<td>Iron filling</td>
<td>Nil</td>
<td></td>
</tr>
<tr>
<td>XIII</td>
<td>Sediments</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>XIV</td>
<td>Smell</td>
<td>Free from any smell</td>
<td></td>
</tr>
<tr>
<td>XV</td>
<td>Radiation</td>
<td>Normal without presence of CESIUM or Iodine. Certified phytosanitary of no radiation, no virus, no insect part, no husk, no poisonous matter and non generic and it suitable for human consumption</td>
<td></td>
</tr>
<tr>
<td>XVI</td>
<td>Crop season</td>
<td>2018-19&amp;2019-20</td>
<td></td>
</tr>
</tbody>
</table>

6. **General characteristics for Free flow white crystal sugar**

6.1 Stocks should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stands rejected and the decision of the Directorate is final and binding on the supplier.

6.2 Supplier of 50kg District wise auction: Sugar to be delivered in 50 Kgs net basis in new (PP) Polypropylene bags and all the bags shall be machine stitched. The tare weight of the Sugar 50 kg PP empty bag shall be considered 160 grams.

6.3 The supplier is expected to ensure that the sugardelivered to the designated block wise warehouses of JSF&CSC LTDadheres to the quality parameters as stipulated by the DF&CA.

6.4. The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and rules applicable thereon as regards to adulteration and sugarshall be in accordance with the parameters as specified in clause-1.1 above.

6.5. Suppliers shall be liable for any action consequences that may arise due to non-adherence to quality parameters. Any disputes shall be settled in accordance with clause-12 of this agreement. They shall keep the NCDEX e Markets Ltd indemnified at all times in this regard.
6.6. Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events arises under the scheme.

6.7 The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of adulteration in the sugar supplied. Without prejudice to the right of the DF&CA to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

7. PRICE QUOTED FOR SUPPLY OF FREE FLOW WHITE CRYSTAL SUGAR BY THE SUPPLIER

7.1. The price quoted shall be per Quintal basis for Jharkhand and is:

a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, taxes including GST if any payable for delivery at block level.

b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at wholesale points of JSF&CSC LTD at block level in respect of each district.

7.2 The Supplier has agreed to supply of Sugarto the destinations mentioned in the supply order at the rate, quality and quantity as detailed in indent / purchase order issued by DF&CA and quality as mentioned in RFP.

7.3 In case the supplies are not effected within stipulated time as per indent/purchase order the DF&CA is at liberty to purchase the item from any other alternative source and recover the extra cost if any, from the supplier and initiate action as detailed in clause 9.8 and 9.9 of RFP document.

8. PAYMENTS:

8.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment would be done as per the procedure stipulated. DF&CA would pay 100% of value of delivered quantity within 30 days from the submission of bills by supplier subject to confirmation of delivery by District Supply officer and after positive test result of packaging materials and of quality of Sugar tested through NABL accredited Labs*.

8.2 The following deductions will be effected while processing the bill of the supplier for payment.

8.2.1. Weight difference, if any

8.2.2. Cost of assaying charges.
9. PENALTY CLAUSE:

9.1 In case if the supplier fails to complete the supplies in time as per indent, the DF&CA reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re-auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Free flow white crystal sugar from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD will be forfeited and DF&CA may also proceed with blacklisting of the firm depending on the gravity of the situation. Black listing will be for a period of three years from the date of said order on the supplying agency in the barred from participating in any tender of DF&CA for that period. In addition to this, in case of any false/wrong documents is submitted as per clause 3 of the RFP the DF&CA shall have the right to cancel the agreement.

9.2 In case of delayed delivery DF&CA Would impose penalty of Rs 100/MT for 1st 15 days on undelivered quality. In case of further delay from 16th to 30th days penalty would be Rs. 500/MT for 16th to 30th day. Delivery after 30th day would be penalized @ Rs. 500 MT/day, subject to Maximum of 5 % of Value of undelivered Quantity. Total Penalty shall not be more than 5 % of the value of trade.

To ensure the timely supply of sugar, short listed supplier will be given the block wise sugar requirement along with the purchase order and the calculation of penalty will be done from the date of issue of purchase order/indent. Also, the supply of sugar shall be completed as per the below schedule:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Duration</th>
<th>Last date for supply of sugar at godowns situated in blocks without any penalty</th>
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<tr>
<td>1</td>
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<td>3</td>
<td>December 2020</td>
<td>Within 60 days from issue of Work Order</td>
</tr>
</tbody>
</table>

Such details namely quantity, delivery location etc will be indicated in the work order by District office of DF&CA.

9.3 Any clause or clauses or part of the clause/clauses of this contract may be revised during the currency of this contract, when considered necessary by DF&CA.

9.4 In case the appointed suppliers fails to fulfill the obligation of contract by not supplying the indenteds goods within the stipulated time or violates any condition or partial violation of the terms and conditions or fails to give agreement with in the stipulated time, he is liable to be placed under "BLACK LIST" in addition to forfeiture of the EMD (Margin Money) and Security Deposit and any consequential damage / loss to the DF&CA will be recovered from the supplier.
9.5 The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of Adulteration in the goods supplied. Without prejudice to the right of the DF&CA to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

9.6 The supplier shall adhere to the provisions of relevant Act and connected Rules thereupon in connection with supply of sugar when weighed. Any deviation to this standard weight would attract penalty and action as per the rules.

9.7 DF&CA reserves the right to terminate the contract, during the period of the agreement, with TENdays’ notice, for breach of any terms and condition of this agreement or due to change in the policy guidelines of either the Government of Jharkhand or DF&CA.

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

10. TERMINATION

The DF&CA may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the supplier, terminate the agreement in whole or in part.

Breach of agreement shall include, but shall not be limited to the following:

a) The Supplier stops providing services for continuously 10(TEN) days when no stoppage of service is shown on the current program and the stoppage has not been authorized by the DF&CA.

b) If the Supplier fails to perform any other obligation(s) under the agreement and terms & conditions of the RFP or

c) The Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

Notwithstanding the above, the DF&CA may terminate the Agreement for any reasons of quality of Service; reduction in requirements or for any other valid reasons whatsoever.

If the Agreement is terminated the Supplier shall stop services immediately.
In the event the DF&CA terminates the Agreement in whole or in part, pursuant to terms and conditions of tender, the DF&CA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to the DF&CA for any excess costs for such similar Goods. If the Supplier fails to reimburse the DF&CA or such excess costs within a reasonable period, the DF&CA may have recourse to the Security Deposit. However, the supplier shall continue performance of the Agreement to the extent not terminated. If the supplier fails to perform the duties the DF&CA may also proceed with the blacklisting of the firm depending on the gravity of situation.

11. CONDITIONS REGARDING REJECTION OF MATERIALS.

11.1 If the Depot Supply Officer is not satisfied with the quality of Supplies made, the material would be not unloaded.

11.2 To ensure the quality of the supplied free flow White Crystal sugar during supply, sample drawn on random basis may be sent to any NABL Accredited laboratories by DF&CA. DF&CA would randomly draw sample from 50 kg pack of sugar which would be packed in plastic with seal, randomly drawn sample would be send to NABL accredited Laboratory for testing. Cost of which has to be borne by supplier and should be paid in form of Demand Draft. Supplier shall submit 5 Demand Draft to the Directorate during the time of supply of sugar. The Directorate will conduct the assaying of sugar from NABL accredited Laboratory at the time of supply. If the sugar is found as per the prescribed quality specification in the assaying report, then only supply will commence otherwise if not found as per the prescribed quality specification, supply shall be stopped immediately and no payment will be made against the already supplied sugar.

11.3 If the supplies are not in conformity with the specification prescribed as per clause –1 of this agreement, such materials are liable to be rejected. The suppliers may note that as per clause-7of "REQUEST FOR PROPOSAL Empalement of Suppliers for Supply of sugar under Public Distribution System Scheme of Government of Jharkhand through NCDEX e Markets Ltd for the financial year 2020-21 if the quality of Free flow white crystal sugar fail to comply with the specifications as per the report submitted assaying agency, the material will be rejected. In such an event the supplier will be called upon to supply the material afresh.

11.4 In the event supplier failing to make good the rejected stocks or offer alternate lots which qualify the specifications, Security Deposit will be forfeited and action will be initiated to recover further loss, if any.

11.5 In case if fresh supplies are not affected against rejected lots within 7 days, the DF&CA is at liberty to purchase the item from any other alternative source or through re-
auction and recover the extra cost if any, from the supplier apart from forfeiture of Security Deposit furnished by the supplier.

12. **FORCE MAJEURE:**
Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India or Jharkhand State Government Policy restrictions (excluding any stock limits), strikes, lock-outs, workmen, war, military operations of any nature and block ad 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 the circumstances prevail, provided that, in the event of the circumstances continuing for more than three 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.

13. **ARBITRATION:**
In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Jharkhand, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Ranchi 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.

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

In witness whereof the parties hereto have set their hands on the day and date herein before mentioned in the presence of:

(Signature)
Officer (DF&CA)
Seal

WITNESS:

1. 
2.
ANNEXURE - 6

(On the letterhead of the firm)

I, (name of deponent), aged: __, (Partner / Director / Proprietor) of (name of Supplier/Firm/co-operative Society/Corporate), do state on oath and solemnly affirm as follows:

1. That I am the Authorized Signatory of (name of bidder) (hereinafter referred to as "Supplier"), willing to empanel as supplier of Free flow White crystal sugar to Notification No ...................... Dated: ..................... for the year 2020-21 under Public Distribution Scheme of Government of Jharkhand 2020-21, I am filing present affidavit, on behalf of aforesaid supplier.

2. I state that M/s .................... (name of supplier), which has submitted application for empanelment of supplier of Free Flow Refined White Crystal sugar pursuant to above tender notification, has all the facilities to accomplish the task prescribed in the tender document as per the terms and conditions thereof.

3. I further state that M/s ....................... (name of supplier) was not prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law and not black listed by any organization or Government for non-performance of contractual obligation.

4. I state that all the details and particulars furnished in the application for empanelment as supplier of free flow Refined White crystal sugar are true and correct to my knowledge. The certificates and other documents submitted are true copies of the original and particulars shown in those documents and certificates with regard to concerned supplier are true and correct.

5. In case any particular or details given in aforesaid bid is found to be inaccurate or incorrect or the certificate or any documents furnished by the concerned supplier is found to be fabricated and not genuine, either on inspection by Authorized Personnel of DF&CA or on the
basis of information received through other sources, I understand that our empanelment as supplier of Free flow White Crystal Sugar under Public Distribution Scheme for the year 2020-21 will be liable to be rejected and in case order for supply is given, the same will be liable to be rescinded and the same will be without prejudice to any other consequences to which the concerned supplier will be exposed for misrepresentation and misleading DF&CA

Signature of Authorized person

Name and Seal with address
ANNEXURE 7

(Notice related to Lockdown due to COVID 19 Pandemic)

1. Owing to Lockdown due to COVID-19 Pandemic
   - Any document which needs to be Notarized or attested by Competent Authority shall be replaced with/or Letterhead duly self-attested by the Tenderer.

2. Owing to Lockdown due to COVID-19 Pandemic
   Clause No 9.5-The supplier is required to enter into an agreement on Rs 1000/- non-judicial stamp paper with DF&CA to fulfill the contractual obligations as specified by the DF&CA. The draft format of agreement is furnished vide Annexure-5. Only winning bidders are required to enter in agreement with DF&CA.
   Agreement not accompanied by document/proof or with any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions.

Stands amended and shall be read as follows

Physical signing of the agreement is not possible immediately, Single party signed copy of the agreement on Letterhead communicated through official email Id of Bidder would be considered valid.

3. Owing to Lockdown due to COVID-19 Pandemic
   Any communication related to this tender through official email Id of the bidder shall be considered valid.

4. Owing to Lockdown due to COVID-19 Pandemic
   All the required documents to be mailed to askus@neml.in, Prabhat.singh@neml.in, abhishek.raghavanshi@neml.in, ritesh.kumar@neml.in.

5. Owing to Lockdown due to COVID-19 Pandemic
   Applicants should ensure that the required quantity of Free Flow White Crystal Sugar (Grade-S-30/M-30) should be available with them. Any situation of non-supply after being declared L1 due to shortage of White Crystal Sugar (Grade-S-30/M-30) with them will not be entertained and strict action would be taken against them as per the Terms and Conditions of the tender document.