

Date of auction: 25/10/2024

Terms & Conditions for auction to be held through NAFED e-portal (nafed.agribazaar.com) for supply of Fortified Rice Kernel to Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh on behalf of NAFED

NAFED invites financial bids for e-auctions from manufacturers of Fortified Rice Kernel, through NAFED e-portal (nafed.agribazaar.com), to be held as per below details from the manufacturers empaneled with NAFED IS division for supply of Fortified Rice Kernel to Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh.

The terms & conditions may be downloaded from NAFED's website, www.nafed-india.com. NAFED reserves its right to accept or reject any or all the bids without assigning any reason thereof. The link for online bidding is <https://www.nafed.agribazaar.com> and the login details are Username – Registered Mobile Number (RMN); password through OTP.

Name of Government Institution	Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh
Commodity to be supplied	Fortified Rice Kernel
Order Qty MT	40000
Delivery locations	Mill point of rice millers/as desired by MARKFED
Pack size	20 Kg Net weight, woven HDPE bags with an inner LDPE lining
EMD & SD	EMD – 5,00,000.00 per auction SD – 5% of contract value
Contract Period	FY 24-25
Delivery timelines	
Submission of SD by the successful bidder	5 days from date of award of contract
Due date for completion of delivery of Fortified Rice Kernel	15 Days from the date of award of monthly contract Due date of delivery subject to change as per delivery schedule received from Govt. of Chhattisgarh
Auction rules	
Bidding parameter	Price bid in Rs. per quintal. Price Bid (in Rs./Qtl) to include all taxes, duties, levies and applicable GST etc.
Auto extensions	3 extensions with any revision in lowest bid during last 3 minutes of auction round.
Bid Validity	The bid shall remain valid upto 30 Calendar days or acceptance of rate by state department whichever is later

GENERAL - TERMS AND CONDITIONS

1. Eligibility condition

Online bids are invited from manufacturers/Suppliers of FRK meeting following eligibility criteria:

- 1.1. The supplier should be empanelled with NAFED IS division as FRK manufacturer/ supplier, on or before the bid submission date.
- 1.2. The manufacturer/supplier should have valid FSSAI license for manufacturing, storing and packing of Fortified Rice Kernel. The manufacturing unit of the Fortified Rice Kernel and/or allied facilities including storage godowns owned or leased by the manufacturer must meet the laid down technical parameters as per FSSAI.
 - a) The manufacturing unit and/or allied facilities including storage godowns owned or leased by the manufacturer must meet the hygiene parameters as per norms laid down by Central/State government and FSSAI norms. The successful supplier shall provide a self-declaration confirming the manufacturing unit adhering to these standards along with the Security Deposit.
 - b) All the employees of the manufacturing unit should be protected against communicable diseases with preventive inoculation/vaccination. The successful bidder shall provide a self-declaration confirming the manufacturing unit adhering to health of employee along with the Security Deposit.
- 1.3. The suppliers having their manufacturing unit in the State of Chhattisgarh shall be allowed to participate in the auction.
- 1.4. The suppliers manufacturing units should be certified by Bureau of Indian Standards. suppliers are required to submit the certification documents to prove their eligibility. Supplier shall have valid and effective FSSAI License.
- 1.5. The bidder should have positive net worth as on 31-03-2024. The bidders are required to submit CA certificate.
- 1.6. DECLARATIONS AND UNDERTAKINGS:
 - i. It shall be incumbent upon all applicants/intending bidders to submit following declarations on the letter head of their entity(ies) while submitting their applications:
 - a) The intending bidder(s)/applicant(s) is/are/was/were neither in litigation with Nafed at any point of time regarding any business and trade activity of Nafed nor was/were it/they ever blacklisted by Nafed on account of such litigation(s) or otherwise.
 - b) Any of the present and past directors/proprietor/partners/ promoters etc of intending bidder(s)/applicant(s) was/were or is/are not part of such other and separate entity(ies) which was/were/is/are in litigation with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason.
 - ii. If intending bidder(s)/applicant(s) is/are/was/were in litigation (s) with Nafed in present/past, it shall be incumbent upon such bidder(s)/applicant(s) to furnish the details of such litigation(s) and consequent blacklisting, if any, on the letter head of the entity (ies). In such scenario, the declaration as mandated above at (a&b) shall not be required.
 - iii. If any of the applicant(s) /intending bidder(s) or their promoters are found involved in litigation(s) with Nafed whether in past and present or they have/had been blacklisted by Nafed or/and any of the promoters of intending applicant(s)/bidder(s) was/were part of the management of such other and separate entity(ies) which was/were/ is/are in litigation(s) with Nafed in present or past or/and such other entity (ies) has/have/had ever been blacklisted by Nafed in the past for any reason, Nafed shall have sole discretion to decide on the selection of such applicant(s)/bidder(s) even if such applicant(s)/bidder(s) fulfilling eligibility criteria and Nafed's decision either to select or reject such applicants/bidders shall be final and binding and no further communication/grievance against such decision shall be entertained in this regard.

Note:

- 1.1. The interested bidders shall submit their eligibility and qualification details & supporting documents for the auction through email to frk@nafed-india.com latest by 24-10-2024, 12:00 PM.
- 1.2. Before e-auctions, any participants may be asked further for submission of additional / required documents through email and these documents shall be required to submit by the bidder separately through email within

given time period.

- 1.3. Only the bidders meeting the required eligibility conditions & qualification criteria will be allowed to participate in the auctions.
- 1.4. The SOP and approved MOU with the state will be part of tender.
- 1.5. NAFED/ Govt. of Chhattisgarh officials may visit the manufacturing unit before award of contract.

2. Quality Parameters of Fortified Rice Kernel to be delivered

- 2.1. The supplies from the manufacturer shall conform to the relevant FSSAI quality specification 2018.
- 2.2. Other specifications as per laid down procedure.
- 2.3. The Fortified Rice Kernel stock should be free from adulteration.
- 2.4. The manufacturer will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and connected rules.

3. Delivery of Fortified Rice Kernel:

- 3.1. The supplier shall submit security deposit amount in form of RTGS/ BG/ Any other mode in stipulated time mentioned in contract award letter.
- 3.2. Fortified Rice Kernel to be supplied to the Chhattisgarh state sahakari vipan sangh maryadit, Govt. of Chhattisgarh shall be processed in the state-of-the-art Fortified Rice Kernel Mills/Units as per FSSAI Standards. The Fortified Rice Kernel shall be processed in hygienic conditions following food standards approved by the Government. The factors like clean floor, adequate light and ventilation, protection from fly/rodent/pest/bird proofing, potable water, proper disposal of wastes and safety will be ensured by manufacturers.
- 3.3. The delivery of Fortified Rice Kernel shall be made as per demand of NAFED/ Chhattisgarh state sahakari vipan sangh maryadit, Govt. of Chhattisgarh. Final supply schedule for supply of Fortified Rice Kernel will be intimated by NAFED to the miller/Supplier. The tentative delivery schedule is specified in Table 1. The schedule may change as per demand of Chhattisgarh state sahakari vipan sangh maryadit, Govt. of Chhattisgarh.
- 3.4. The supplier shall take all necessary steps to commence the packaging, assaying, and dispatch of the tendered quantity and supply the Fortified Rice Kernel as per the supply order.
- 3.5. Supplier shall be required to supply the total quantity as intimated by the NAFED/ Chhattisgarh state sahakari vipan sangh maryadit, Govt. of Chhattisgarh within the delivery period stipulated in the said Supply order.
- 3.6. Supplier shall take adequate precautions to prevent damage or deterioration to Fortified Rice Kernel during storage/transportation.
- 3.7. Supplier shall be responsible and liable for any shortage, damages or deterioration to the consignment for delivered supplies in transit if the same is to be carried in their own or contractor's trucks / lorries to the destination.

4. Packaging Details

- 4.1 The Fortified Rice Kernel must be packed in 20 (Kgs) as desired by State department weight standard Woven HDPE with an inner LDPE lining as per Bureau of Indian Standards specification.

The following details are to be marked on each packet

- i. Name and address of the manufacturer
- ii. Date of Packaging
- iii. Lot/Batch number
- iv. Net weight/quantity
- v. List and levels of micronutrients and their chemical form
- vi. Storage instruction
- vii. Instruction for usage (intended level of blending 1:100)

- viii. Not for retail sale
- ix. Best before..... month Year
- x. Any other information required under the Legal Metrology (Packaged Commodities) Rules, 2011, the Food Safety and Standards (Labelling & Display) Regulations, 2020
- xi. Name of the Product
- xii. Vegetarian logo
- xiii. It should mention in bold 'not for direct human consumption'.
- xiv. It should mention 'not to be construed as substitute for rice or rice flour'.

- 4.2 If the packaging of Fortified Rice Kernel stock asked for specification is not as per requirement and any other defect found in necessary printed work etc. as per the packaged commodity Act and other rules applicable, the department shall initiate legal proceedings against the supplier or may terminate the contract as may be deemed proper by the department. Here department means Chhattisgarh state sahakari viyanan sangh maryadit, Govt. of Chhattisgarh.
- 4.3 Each bag should be machine stitched and should not be damaged or having any perforations of any kind or marks of re-stitching etc. there should not be any other marking other than suppliers logo and other details mentioned in the tender document.
- 4.4 The net weight of stock packed should be 20 Kg or as specified by State department of standardized specified Fortified Rice Kernel. The tare weight for the stocks supplied in new HDPE bag of 20 kgs. The packaging material to comply with the specifications given below:

Outer Packaging Material: Woven HDPE

Outer bag: 80g

Inner Liner Packaging Material: LDPE

Liner Thickness: 250-gauge

Packaging Size: 20 kg

The bags should be properly stitched by double thread stitching.

5. Assaying & Testing

- 5.1. Successful bidder shall ensure that the quality specifications of the supplied Fortified Rice Kernel are strictly in accordance with the terms and conditions of this contract note and FSSAI norms.
- 5.2. The successful bidder must offer sample of the processed Fortified Rice Kernel to be supplied to Chhattisgarh state sahakari viyanan sangh maryadit, Govt. of Chhattisgarh, within 2 days of receipt of award letter communication from NAFED.
- 5.3. NAFED may depute its representative at the mill point of millers at time of dispatch of FRK to Chhattisgarh for sampling. The samples thus drawn will be sent to labs mentioned in Table 2 for testing. The Lab testing charges shall be borne by the miller.
- 5.4. The supplier should submit/provide the certificate of Fortified Rice Kernel (tested from the labs as mentioned in table 2) for each lot to be accompanied by each truck to delivery depot. A copy of same to be submitted to concerned branch of NAFED alongwith invoice before settlement of bills, the branch will verify genuineness of each lab report received from the party. In case the same is not verified by the issuing lab, penalty as per clause 7.4 will be deducted and bill will be settled.
- 5.5. The quality of the Fortified Rice Kernel supplied may again be tested at the delivery location as per the sample and given specification.
- 5.6. Failure to comply with the required quality parameters will result in replacement of Fortified Rice Kernel to designated delivery stores within 5 calendar days from the date of rejection for which the successful bidder shall be wholly and solely responsible for lifting of such stock at their own cost and risk, failure in that may result in necessary action to be taken against the supplier/successful bidder at the sole discretion of NAFED and forfeiture of SD.

- 5.7. Nafed will deduct the lab testing charges from the millers account as per supplied quantity.
- 5.8. NAFED may reject the supply in whole or in part if supplies not found in accordance with this contract.
- 5.9. NAFED will not be responsible in any way for rejection of stock at any point of time during delivery till receipt of satisfactory confirmation from Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh.

6. Submission of bids

- 6.1. The supplier shall submit the bids online through nafed.agrizazaar.com as per the bidding schedule.
- 6.2. The supplier must bid price in Rs. per Quintal for supply of Fortified Rice Kernel.
- 6.3. The supplier shall submit bid considering the cost of material, processing charges, packaging charges, assaying charges, transportation charges up to delivery points.
- 6.4. The bid should be inclusive of GST.
- 6.5. The successful bidder shall submit the relevant documents to establish its eligibility as per section 1 of this contract within 2 days of bidding date, failing which the bids of the successful miller may be rejected by NAFED.
- 6.6. NAFED reserves the right to accept or reject the bid without assigning any reason thereof.
- 6.7. NAFED shall not be responsible for any mistake done by the bidder in punching the bids during the time of e-auction. In case of punching the wrong bid, an amount @25% of EMD amount will be deducted by NAFED and balance will be released to party.
- 6.8. Institutional client/ NAFED reserves right to revise monthly quantities awarded to miller by $\pm 25\%$ or may terminate the entire contract for any month or in total. State Govt./ NAFED is not liable to present any reasons for any actions thereof and will not bear any financial liability arising due to cancellation by State etc. NAFED may also offer to extend the order quantity beyond 25% at earlier approved bid subject to consent of the miller.

7. Penalty & LD Clause

- 7.1. The supplier will be liable for the penalty as imposed by Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh for delay in supplies by the supplier.
- 7.2. Default in supplies either wholly or partly, on account of quality or quantity or refusal of accepting/executing orders or delay in supplies for the reasons whatsoever may result in forfeit of the EMD/SD amount and cancellation of the contract. And undelivered quantity may be sourced from other successful millers at the risk and cost of the default miller.
- 7.3. In the event of stock rejection at the supply depot, the Miller will replace the rejected supplies at its own cost within 5 calendar days. The replacement supplies will undergo assaying and if the same are found to be not conforming to specified quality parameters then such stocks will also be rejected. If again the miller fails to replace the rejected stock within 3 calendar days, contract will be cancelled, and SD may be forfeited.
- 7.4. In case the batch-wise sample collected by NAFED fails in quality testing but accepted by Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh, penalty @1% of the supply value of the batch will be deducted by NAFED at the time of settlement of bills.

8. Shelf Life

- 8.1. Fortified Rice Kernel is to be supplied **within 30 days of packing and** must carry "Shelf Life" of minimum Twelve (12) months from the date of supply at destinations for soundness, wholesomeness and fitness for human consumption provided the Fortified Rice Kernel after supply by bidder are properly stored in ambient conditions by Government authorities. In the event, the stock is found not-conforming to the mentioned quality parameters anytime during period of 6 months from date of packaging, the successful bidder shall be liable to replace the same at its own cost & risk failing which SD submitted by the successful bidder shall be forfeited by NAFED upto the extent of cost of rejected stock.

9. EMD and Security Deposit

- 9.1. Before participation in the bidding process, eligible bidder must deposit requisite EMD through UAN allotted

to bidders. The bidders must deposit requisite amount in their UAN through NEFT/RTGS. Thereafter, the bidder shall pay EMD for each intended auction individually.

- 9.2. Bidders who have already submitted EMD are not required to submit EMD again.
- 9.3. EMD of the Successful Supplier would be retained by NAFED and shall be refunded after submission of security deposit of amount equivalent to 5% of contract value calculated on the basis of quoted supply price by the miller. The successful Supplier may opt to convert the EMD amount to required security deposit and submit additional security deposit of the balance amount.
- 9.4. The successful supplier will have to submit security deposit of amount equivalent to 5% of contract value calculated on the basis of quoted supply price in through NEFT/RTGS to NAFED. The Security deposit must be submitted to NAFED in original within 05 days of acceptance & approval of bid for the contract to the supplier.
- 9.5. Upon satisfactory supply of the tendered items by the successful supplier within the stipulated time, the security deposit of the supplier will be returned (without any interest) after 3 months from date of acceptance of supply by Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh. In the event of a delayed supply for which penalty & LD has to be imposed on the supplier, the security deposit of the supplier will be returned after recovery of LD charges, as applicable, from the supplier.

10. Consideration and payments

- 10.1. It is hereby agreed and accepted between the parties that, the payment will be released to supplier after successful deliveries of entire contracted quantities within given time period and receipt of payment from, Markfed, Chhattisgarh/Custom Millers a charge equal to quantity of Fortified Rice Kernel delivered to Custom Millers/Markfed, Chhattisgarh state sahakari vipanan sangh maryadit, Govt. of Chhattisgarh multiplied by the supply rate quoted as per the bid offered by the successful Supplier in the bidding process on the electronic portal.
- 10.2. Any penalties or any other deductions or any tax liabilities made by State Govt. of Chhattisgarh/Central Govt. shall be deduced from the supplier.

11. Acceptance of terms and conditions:

- 11.1. By submitting the EMD, the Supplier confirms that he/she has read and agrees to all the terms and conditions mentioned in this contract as well as the empanelment agreement provided by NAFED on its website along with all the corrigendum / addendum thereof.
- 11.2. The successful Supplier shall submit a stamped and signed copy of this document in original along with the Security Deposit to the Branch Manager of the concerned branch of NAFED.

12. Applicable law, Jurisdiction and Dispute Resolution:

- 12.1. This bidding shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Delhi shall have the jurisdiction in all matters arising out of /touching and/or concerning this agreement and parties to this bidding agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- 12.2. All or any disputes arising out or touching upon or in relation to the terms of this bidding including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996(as amended up to date) or any statutory amendments/modifications thereof for the time being in force r/w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi India and language of arbitrationshall be English.
- 12.3. Nothing contained in this clause shall prevent the NAFED from seeking interim injunctive reliefagainst the

Buyer in the courts having jurisdiction over the parties

13 Resolution of Dispute

NAFED and the successful bidder shall make every effort to resolve mutually by direct informal discussions and negotiations, any disagreement or dispute arising between them under or in connection with this contract. If after thirty days from the commencement of such informal discussions and negotiations, NAFED and the successful bidder have been unable to resolve the disputes mutually, such disputes will be adjudicated and resolved in a Court of law in Delhi. This Contract shall be governed by the Laws of India for the time being in force. The dispute mechanism shall be as per Arbitration conciliation Act of 1996 and venue & seat of arbitration shall be at New Delhi.

14 Force Majeure

14.1 If at any time during the existence of this tender documents either party is unable to perform in whole or in part any obligations under this bid documents document because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of exports and imports), fires, floods, explosions, epidemics, strikes or any other labour trouble, embargoes, then the date of fulfillment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

14.2 If operation of such circumstances exceed three months either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages. The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the competent authority connected with the case India shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the successful bidder for not performing their obligation under the contract.

15 Non-Performance

In the event of Non-performance wholly or partly under the bid documents /agreement/ guidelines and notices issued by NAFED from time to time, the successful bidder shall be held responsible for any consequential loss causing to NAFED and shall be recovered from the successful bidder. Further, the successful bidder may be "Blacklisted" from NAFED's Panel.

16 Interpretation of the clauses in this bid documents

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this bid Document, NAFED's interpretation of the clauses shall be final and binding on all bidders.

17 Holiday Listing

NAFED's policy for Holiday-Listing, which is available on the website of NAFED must be acceptable to the bidders. Notwithstanding anything contained in this tender documents is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NAFED at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

STANDARD MINIMUM REQUIREMENTS OF HYGIENE IN FOOD FACTORIES

To ensure the standard of hygiene in a factory the following minimum requirements shall apply:-

- (a) **Floors**. The floors should be impervious and kept clean all times.
- (b) **Lighting and Ventilation**. Adequate standards of lighting (natural and artificial) in working parts of the factory together with adequate ventilation and sufficient space for and protection from machinery.
- (c) **Fly / Rodent / Pest / Bird Proofing**. Fly / rodent / pest / bird proofing of factory premises to the extent necessary to protect raw material during storage and processing and the manufactured products until it has been packed and the containers sealed.
- (d) **Water-Supply**. An adequate supply of potable water in the factory and drinking water for the employees will be provided which shall be periodically tested and certified as free from injurious bacteria and other substances by a public health laboratory.
- (e) **Disposal of Wastes**. An efficient drainage system must be provided with proper methods of disposal of waste-water and other effluents. Provision must exist to eliminate dusts/fumes if any.
- (f) **Conservancy**. A proper conservancy system adequately serviced with approved methods of disposal of human excreta.
- (g) Additional special hygiene precautions are necessary when waste products which are dangerous or likely to create conditions which are dangerous to health are produced at any stage during handling of raw materials or its manufacture.
- (h) **Safety**. Adequate fencing of machinery shall be secured in the case of all types of machinery and its moving parts and the moving machinery shall be kept in a position which provides sufficient safeguard against any accident. Each factory must have first aid box with necessary minimum items.

Workers.

- i. So far as the health of the employees is concerned, they shall be periodically examined by Medical Officer and it should be ensured that no individual suffering from any communicable disease or any disability likely to result in contamination of the raw materials, implements, equipments or finished products, is employed.
- ii. All the employees should be protected against communicable diseases with preventive inoculation / vaccination.
- iii. Provisions for personal hygiene of employees will include potable drinking water, washing facilities (Soap, basin or taps, nail brushes and towels) sanitary annexes and at least two sets of clean clothing for each employee for use only in the factory and Masks / hand gloves, where necessary. There should be a separate room for keeping the personal belongings and to change the clothes and for drying of wet clothes.

फोर्टिफाइड राईस कर्नेल (FRK) के लिए मानक संचालन प्रक्रिया (एसओपी)

छत्तीसगढ़ में विभिन्न जिलों की कस्टम मिलरों की मांग एवं आवश्यकताओं के अनुसार मिलर के परिसर एवं मिलर-गोदामों में नेफेड (नेशनल एग्रीकल्चरल को-ऑपरेटिव मार्केटिंग फेडरेशन ऑफ इंडिया लिमिटेड) के माध्यम से एफआरके निर्माताओं द्वारा फोर्टिफाइड राईस कर्नेल (FRK) प्रदाय करने के लिए मानक संचालन प्रक्रिया (SOP)।

शीर्षक :- छत्तीसगढ़ राज्य के विभिन्न जिलों के कस्टम मिलर्स की मांग/आवश्यकताओं के अनुसार एफआरके उत्पादक/आपूर्तिकर्ता/निर्माता द्वारा नेफेड के माध्यम से मिलर के परिसर/मिलर-गोदाम में फोर्टिफाइड राईस कर्नेल्स (एफआरके) प्रदाय करने के लिए मानक संचालन प्रक्रिया।

उद्देश्य :- छत्तीसगढ़ राज्य के मिलर्स के मिल परिसर या गोदामों में नेफेड के माध्यम से एफआरके उत्पादक/आपूर्तिकर्ता/निर्माता से फोर्टिफाइड चावल कर्नेल (एफआरके) की कुशल, सुरक्षित व सही मानक का एफआरके प्रदाय सुनिश्चित करना।

दायरा :- यह एसओपी एफआरके उत्पादक/आपूर्तिकर्ता/निर्माता से मार्कफेड के साथ अनुबंधित कस्टम मिलरों के मिल परिसर में नेफेड के माध्यम से आपूर्ति कराये जाने तक की प्रक्रिया में सम्मिलित सभी अधिकारी/कर्मचारियों पर लागू होता है।

जिम्मेदारियाँ :-

प्राप्तकर्ता कस्टम मिलर :- एफआरके शिपमेंट को भौतिक रूप से प्राप्त करने, निरीक्षण करने एवं भंडारण कर सुरक्षित रखरखाव करने के लिए जिम्मेदार होगा।

गुणवत्ता नियंत्रण :- केंद्र अथवा राज्य सरकार द्वारा निर्दिष्ट गुणवत्ता और अनुपालन का आंकलन करते हुए गुणवत्ता के नियंत्रण की जिम्मेदारी नेफेड की होगी।

नेफेड प्रतिनिधि :- एफआरके प्राप्त करने की प्रक्रिया को सुविधाजनक बनाने के लिए एफआरके उत्पादक/आपूर्तिकर्ता/निर्माता फोर्टिफाइड चावल कर्नेल (एफआरके) की मांग करने वाले कस्टम मिलरों के साथ समन्वय स्थापित करेगा।

कस्टम मिलर :- नेफेड द्वारा उपलब्ध कराये गये पोर्टल पर आवश्यकतानुसार फोर्टिफाइड चावल कर्नेल (एफआरके) की मांग करेगा तथा एफआरके के सुचारु प्राप्ति और भंडारण सुनिश्चित करने के लिए नेफेड एवं एफआरके उत्पादक/आपूर्तिकर्ता/निर्माता के साथ समन्वय स्थापित करेगा। नेफेड के माध्यम से एफआरके के प्राप्त शिपमेंट को एक दिवस के भीतर अनलोड कर स्टेकिंग कर सुरक्षित भंडारण करने की जिम्मेदारी कस्टम मिलर की होगी। अनलोडिंग एवं स्टेकिंग में आने वाले व्यय का वहन कस्टम मिलर द्वारा किया जावेगा। प्राप्त एफआरके सुरक्षित भंडारण एवं रख-रखाव की जिम्मेदारी मिलर की होगी, आपदा/दुर्घटना की स्थिति में होने वाली हानि का वहन कस्टम मिलर द्वारा किया जावेगा।

प्रक्रिया :-

1. आगमन पूर्व तैयारी :-

1.1 नेफेड द्वारा उपलब्ध कराये गये ऑनलाईन पोर्टल पर कस्टम मिलर द्वारा अनुरोध की गई मात्रा के अनुसार एफआरके उत्पादक/आपूर्तिकर्ता/निर्माता द्वारा नेफेड के माध्यम से मिलर के परिसर/मिलर-गोदाम में फोर्टिफाइड राईस कर्नेल्स (एफआरके) की आपूर्ति की जावेगी। कस्टम मिलर खरीफ विपणन वर्ष 2023-24 में चावल जमा हेतु शेष मात्रा के राईस फोर्टिफिकेशन हेतु आवश्यक एफआरके मात्रा की अधिकतम सीमा तक फोर्टिफाइड राईस कर्नेल्स (एफआरके) की मांग कर सकते हैं। मिलरों द्वारा जमा योग्य शेष चावल तथा मिलरवार अन्य समस्त संबंधित जानकारी मार्कफेड द्वारा एपीआई के माध्यम से नेफेड से साझा करेगा। मार्कफेड मिलरों द्वारा आवेदन किये जाने वाले न्यूनतम मात्रा की गारंटी नहीं देता है।

1.2 मिलर उनके अनुबंध में जमा योग्य शेष फोर्टिफाइड चावल मात्रा के राईस फोर्टिफिकेशन हेतु आवश्यक एफआरके मात्रा के अधिकतम सीमा तक आवेदन करेगा, उसके लिए नेफेड द्वारा ऑनलाईन पोर्टल में प्रावधान उपलब्ध कराया जावे।

1.3 मिलर्स अपनी आवश्यकतानुसार फोर्टिफाइड राईस कर्नेल्स (एफआरके) की मांग नेफेड द्वारा उपलब्ध कराये गये ऑनलाईन पोर्टल पर कर सकते हैं। मिलर्स एफआरके की अपेक्षित मात्रा के लिए नेफेड को अग्रिम भुगतान करने के लिए उत्तरदायी होंगे, आवेदन किये गये एफआरके की भुगतान की प्रक्रिया नेफेड के निर्णय अनुसार होगा। नेफेड द्वारा जारी कार्यादेश के अधिकतम 15 दिवस के समयावधि में एफआरके मिलर को मिल परिसर में उपलब्ध कराया जाना सुनिश्चित किया जावेगा। यदि नेफेड नियत समय-सीमा में एफआरके की आपूर्ति करने में विफल होता है तो मिलर किसी अन्य स्रोत से एफआरके की खरीदी करेगा तथा ऐसी मात्रा के लिए खरीद मूल्य में अंतर की राशि नेफेड द्वारा वहन किया जावेगा। किसी विशेष एफआरके निर्माता द्वारा एफआरके आपूर्ति में विलंब के संबंध में मार्कफेड उक्त निर्माता को ब्लैक-लिस्ट करने के लिए नेफेड से अनुरोध कर सकता है।

1.4 एफआरके निर्माताओं से एफआरके की आपूर्ति में होने वाली सभी आकस्मिक व्यय, भंडारण, पैकेजिंग तथा मिल परिसर तक परिवहन आदि का खर्च नेफेड/एफआरके आपूर्तिकर्ता द्वारा वहन किया जावेगा।

1.5 कस्टम मिलरों को एफआरके कर्नेल के प्रेषण से पहले, एनएबीएल (राष्ट्रीय परीक्षण और अंशशोधन प्रयोगशाला प्रत्यायन बोर्ड) मान्यता प्राप्त प्रयोगशाला से पूर्व प्रेषण गुणवत्ता निरीक्षण एवं परीक्षण के लिए नेफेड जिम्मेदार होगा। निर्दिष्ट मानकों की पुष्टि करने वाली सीओए (विश्लेषण प्रमाणपत्र/सर्टिफिकेट ऑफ एनालिसिस) रिपोर्ट प्राप्ति उपरांत नेफेड द्वारा डिजाइन किए गए ऑनलाईन पोर्टल एवं मॉड्यूल में परीक्षण परिणाम अपलोड करने के बाद ही एफआरके कर्नेल्स प्रदाय की जाएगी।

1.6 नेफेड द्वारा एफआरके की मात्रा, अपेक्षित तिथि और डिलीवरी शेड्यूल सहित अपेक्षित शिपमेंट के संबंध में एफआरके निर्माता एवं मिलर्स के साथ समन्वय किया जावेगा तथा आवश्यकता होने पर मार्कफेड से ऑनलाईन जानकारी साझा किया जावे।

[Handwritten signatures and marks]

1.7 एफआरके पैकेजिंग हेतु केन्द्र सरकार द्वारा निर्दिष्ट दिशा-निर्देशों का पालन करते हुए एफएसएसआई (FSSAI) द्वारा निर्दिष्ट उचित लेबलिंग का पालन नेफेड द्वारा किया जावेगा।

2. दस्तावेजीकरण एवं सत्यापन :-

2.1 एफआरके शिपमेंट के आगमन पर, सटीकता के लिए नेफेड द्वारा प्रदाय किए गए सभी शिपिंग और दस्तावेजों का सत्यापन कस्टम मिलर द्वारा किया जावे, जिसमें विश्लेषण के प्रमाण पत्र (सर्टिफिकेट ऑफ एनालिसिस) के साथ-साथ लदान का बिल, पैकिंग सूची, चालान और आपूर्तिकर्ता जानकारी शामिल है। कस्टम मिलर द्वारा यह सुनिश्चित किया जावे कि शिपमेंट, दस्तावेज पर दी गई जानकारी से मेल खाता है। विसंगति होने की स्थिति में कस्टम मिलर द्वारा ऑनलाईन पोर्टल के माध्यम से नेफेड को सूचित किया जावे एवं नेफेड के जिम्मेदारी होगी की 07 दिवस के भीतर उक्त विसंगति का निराकरण कर लिया जावे।

3. भौतिक प्राप्ति :-

- 3.1 मिलर्स परिसर में उचित उपकरण और मानक हैंडलिंग प्रक्रियाओं का उपयोग करके डिलीवरी वाहनों से एफआरके बैग या कंटेनर उतारें।
- 3.2 क्षति से बचने के लिए एफआरके बैग या कंटेनरों को सावधानी से संभालें।
- 3.3 भारत सरकार द्वारा निर्दिष्ट वैज्ञानिक विधि के अनुसार गोदाम में एफआरके बैग की स्टैकिंग और भंडारण किया जावे।
- 3.4 एफआरके कर्नेल बैग में हुकिंग की अनुमति नहीं होगी।

4. भौतिक निरीक्षण :-

4.1 कस्टम मिलर द्वारा प्राप्त शिपमेंट में क्षति, छेड़छाड़ या दूषित होने के संकेतों के लिए एफआरके बैग या कंटेनरों का दृश्य निरीक्षण किया जाएगा तथा किसी भी क्षतिग्रस्त या खराब शिपमेंट को अस्वीकार करते हुए ऑनलाईन पोर्टल के माध्यम से तत्काल नेफेड को सूचित करें।

5. वजन एवं गणना :-

- 5.1 कस्टम मिलर द्वारा प्राप्त मात्रा को सत्यापित करने के लिए प्रत्येक बैग या कंटेनर का वजन किया जावे।
- 5.2 कस्टम मिलर द्वारा बैग या कंटेनरों की गिनती करते हुए यह सुनिश्चित कर लिया जावे कि वे शिपमेंट दस्तावेज से मेल खाते हैं।
- 5.3 मिलर द्वारा गणना एवं वजन के सत्यापन पश्चात् प्राप्ति दी जावेगी यदि भौतिक सत्यापन में एफआरके में कमी पायी जाती है, तो उसकी प्रतिपूर्ति नेफेड द्वारा मिलर को की जावेगी।

6. दस्तावेजीकरण :-

- 6.1 नेफेड द्वारा उक्त प्रक्रिया हेतु ऑनलाईन पोर्टल उपलब्ध कराया जायेगा तथा मार्कफेड द्वारा नेफेड को अनुबंधित समस्त मिलरों से संबंधित आवश्यक जानकारी उपलब्ध कराया जायेगा।
- 6.2 एफआरके मात्रा, गुणवत्ता मूल्यांकन परिणाम(CoA) और किसी भी विसंगति को सटीक रूप से रिकॉर्ड संधारण किया जावे।

(Handwritten signatures and initials)

6.2 नेफेड द्वारा पोर्टल पर आवश्यक विवरण (आवेदन तिथि, आपूर्तिकर्ता, प्राप्तकर्ता मिलर, आवेदित मात्रा, प्राप्ति तिथि, गुणवत्ता प्रमाण पत्र, एफआरके आपूर्ति में लगा समय, 15 दिवस से अधिक समय तक लंबित आवेदन, रिप्लेशमेंट आवेदन तिथि, रिप्लेशड मात्रा, अनरिप्लेशड मात्रा एवं अन्य आदि) तथा आवश्यक जानकारीयों के साथ रिकॉर्ड संधारण किया जावे तथा मार्कफेड के साथ एपीआई के माध्यम से जानकारी साझा किया जायेगा।

6.3 नेफेड द्वारा सभी दरस्तावेज और रिकॉर्ड सुरक्षित रूप से संग्रहीत किया जावें।

7. विसंगति समाधान :-

7.1 आपूर्ति के किसी भी चरण में यदि यह पाया जाता है कि मिलर को आपूर्ति किये गये एफआरके की गुणवत्ता निर्धारित विनिर्देशों के अनुरूप नहीं है तो कस्टम मिलर नेफेड द्वारा उपलब्ध कराये गये ऑनलाईन पोर्टल के माध्यम से उक्त एफआरके की अस्वीकृति/रिजेक्शन के अनुरोध/आवेदन कर सकता है, नेफेड द्वारा निरीक्षण पश्चात् एफआरके की गुणवत्ता में विसंगति की पुष्टि उपरांत नेफेड द्वारा 07 दिवस के भीतर मानक गुणवत्ता के एफआरके कर्नेल की आपूर्ति सुनिश्चित किया जावेगा।

8. मिलर्स को एफआरके आपूर्ति :-

8.1 नेफेड मिलर की मांग एवं आवश्यकता के अनुसार मिलर परिसर में एफआरके की समय पर डिलीवरी सुनिश्चित करेगा।


8.2 एफआरके निर्माता से मिलर्स के परिसर तक एफआरके की आपूर्ति में होने वाली सभी आकस्मिक/प्रासंगिक लागत जैसे परिवहन, पैकेजिंग, आवश्यकतानुसार भंडारण आदि नेफेड द्वारा वहन किया जावेगा।

9. सैम्पलिंग एवं गुणवत्ता नियंत्रण :-

9.1 छ.ग. राज्य में एफआरके की दोहरी सैम्पलिंग और टेस्टिंग किया जावेगा। (प्री-डिस्पैच गुणवत्ता परीक्षण नेफेड द्वारा किया जाएगा और प्री-ब्लेंडिंग एवं प्री-मिक्सिंग गुणवत्ता परीक्षण कस्टम मिलर द्वारा स्वयं के व्यय पर NABL (राष्ट्रीय परीक्षण और अंशशोधन प्रयोगशाला प्रत्यायन बोर्ड) से मान्यता प्राप्त प्रयोगशालाओं के माध्यम से मिलर परिसर में नमूना लेकर कस्टम मिलरों द्वारा किया जावेगा। मानक मानदंडों के अनुसार गुणवत्ता परीक्षण रिपोर्ट प्राप्त करने के बाद ही कस्टम मिलर्स द्वारा ब्लेंडिंग एवं मिक्सिंग किया जाकर केंद्रीय एवं राज्य एजेंसियों में सीएमआर जमा की कार्यवाही की जावेगी।

9.2 सैपल कलेक्शन के समय पैकेट में हुकिंग न करते हुए पैकेट खोलकर सैपल कलेक्ट किया जावे।

9.3 मिलर की ओर से किए जाने वाले दूसरे परीक्षण में गुणवत्ता परीक्षण विफल होने की स्थिति में मिलर द्वारा 07 दिवस के भीतर रिप्लेशमेंट/रिजेक्शन हेतु आवेदन किया जावेगा, जिसके पश्चात् नेफेड द्वारा निरीक्षण में गैर मानक एफआरके की आपूर्ति की पुष्टि होने पर सर्वप्रथम उसी कस्टम मिलर के लिए नेफेड द्वारा नया आपूर्ति आदेश जारी किया जावे तथा मिलर द्वारा पूर्व में किये भुगतान में की गई राशि को समायोजित करेगा। नेफेड द्वारा एफआरके निर्माता से समन्वय करते हुए आवेदन प्राप्त से अधिकतम 01 सप्ताह के भीतर एफआरके आपूर्तिकर्ता द्वारा स्वयं के व्यय पर मिलर परिसर से लॉट को बदलने के लिए बंधनकारी होगा।



10. मार्कफेड को रिपोर्टिंग एवं एफआरके जारी करना :-

- 10.1 नेफेड द्वारा समय-समय पर मार्कफेड को आवश्यक रिपोर्ट प्रदान किया जायेगा तथा एफआरके आपूर्ति की जानकारी ऑनलाईन साझा की जावेगी।
10.2 नेफेड द्वारा प्रचलित एपीआई को मार्कफेड के साथ साझा किया जाएगा।

11. सुरक्षा एवं रख-रखाव :-

- 11.1 कस्टम मिलरों द्वारा यह सुनिश्चित कर लिया जावे कि मिलर के गोदामों का प्राप्ति क्षेत्र सुरक्षित है और सुरक्षा प्रोटोकॉल अनुसार है।
11.2 कर्मचारियों को सुरक्षित संचालन प्रक्रियाओं और आपातकालीन प्रतिक्रिया पर प्रशिक्षित किया जावे।

12. समीक्षा एवं निरंतर सुधार :-

- 12.1 केंद्र एवं राज्य सरकार के प्राधिकारियों द्वारा समय-समय पर जारी दिशा-निर्देशों के अनुसार इस एसओपी की समय-समय पर समीक्षा और अद्यतन करें और यदि आवश्यक हो तो अन्य राज्य की सर्वोत्तम प्रथाओं को भी लागू किया जावेगा।
12.2 एफआरके प्रदाय करने की समस्त प्रक्रिया में शामिल कर्मचारियों के लिए नियमित प्रशिक्षण सत्र (यदि आवश्यकता हो) नेफेड द्वारा आयोजित किया जावेगा।

13. अनुपालन :-

- 13.1 सभी प्रासंगिक स्थानीय, राज्य और राष्ट्रीय नियमों और दिशानिर्देशों का अनुपालन सुनिश्चित किया जावे।

14. दस्तावेजों का संधारण :-

- 14.1 नियामक और सरकारी नीतियों के अनुसार आवश्यक अवधि के लिए रिकॉर्ड संधारण किया जावे।

यह एसओपी गुणवत्ता नियंत्रण, सुरक्षा और दस्तावेजीकरण सटीकता बनाए रखते हुए मार्कफेड द्वारा निर्दिष्ट छत्तीसगढ़ राज्य के भीतर विभिन्न मिलर परिसर/गोदामों में नेफेड के माध्यम से एफआरके निर्माताओं/आपूर्तिकर्ता/उत्पादक द्वारा फोर्टिफाइड चावल कर्नेल (एफआरके) की कुशल प्राप्ति की सुविधा के लिए एक दिशानिर्देश के रूप में कार्य करता है। एसओपी का पालन सुनिश्चित करने के लिए प्रक्रिया में शामिल सभी कर्मियों को इस प्रक्रिया से प्रशिक्षित और परिचित होना चाहिए।

ए. & S. p. & d. & L. & J. & S. & S.

DRAFT MEMORANDUM OF STANDING

This Memorandum of Understanding (here in after referred to as the "AGREEMENT") is made and entered into on this day at Raipur (Chhattisgarh) by and between Chhattisgarh State Cooperative Marketing Federation Ltd. (in short referred MARKFED) (here in after referred to as the First Party) of AGREEMENT and National Agricultural Cooperative Marketing Federation of India Ltd (in short referred as NAFED) Raipur, Chhattisgarh (here in after referred as Second Party of AGREEMENT) (selected as State Implementing Agency for procurement of Fortified Rice Kernel (FRK) by the Govt. of Chhattisgarh vide Letter No: कमांक/एफ 4-18/2023 न.रा.अ.न. दिनांक 04.10.2023 herein after referred to as the Second Party of the AGREEMENT.

WHEREAS first party of this AGREEMENT has requirement of Fortified Rice Kernel (FRK) as per the tentative requirement (as stated in Schedule) in various Districts in State of Chhattisgarh for Custom Milling of Kharif Marketing Season 23-24 or till Government of India support distribution of fortified rice to beneficiaries. The Quantity of FRK can be increased or decreased by First Party as per demand from time to time and requirement at various Districts in State of Chhattisgarh for fortification in Custom Milled Rice. That the First Party has neither assured nor in the present AGREEMENT confirms or guarantees of minimum quantity of FRK required or which will be ordered and to be procured by the First Party.

WHEREAS the Second party of this AGREEMENT is NAFED which shall confer and ensure that the FRK manufacturers from whom FRK will be procured by NAFED for the supply and delivery to First Party has not been black-listed/debarred/banned by any Central/State Government/corporations or any other State procurement agency and further shortlist the same through tender process.

Now, therefore this AGREEMENT is to establish the terms and conditions under which Second Party shall supply Fortified Rice Kernel (FRK) to all the rice millers in various Districts in State of Chhattisgarh who are registered by the First Party and have entered into custom milling agreement for custom milling of rice during Kharif Marketing Season 2023-24, the FRK procured from the Second Party shall be supplied and delivered at the custom miller's premises registered with state government for custom milling at various districts in State of Chhattisgarh. Any circular/directions released by Central/State Govt/First Party during the contract period will be deemed as a part of Agreement. The agreement is entered between the Parties for period commencing from a..... and till

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ROLES & RESPONSIBILITIES OF NAFED:

Second party of the agreement undertakes to fulfill the following responsibilities in concurrence with the shortlisted FRK manufacturers, after due diligence:-

Supply /delivery of FRK: Ensure delivery/ Supply of FRKs as per quantity requested by custom millers through an online portal made available by NAFED to the custom millers registered with by Markfed. The First party does not guarantee the minimum quantity, which will be ordered/requested. Registered custom millers may order for only such quantity as may be necessary or required by them for rice fortification and the second party is bound to supply the ordered quantity within specified time limit of 15 days.

1.1 Millers may apply for the fortified rice kernel in proportion to the remaining quantity for CMR deposit in Kharif Marketing Season 2023-24. Millerwise information regarding the remaining quantity of rice to be deposited details will be shared by Markfed to Nafed through API. Millers will be liable to pay in advance to NAFED for requisite quantity and the mode and the process for payment against FRK will be as per the decision of NAFED. Millers should request FRK quantity not exceeding the miller requirement against the remaining CMR to be deposited in their agreement and the provision regarding the same to be done by NAFED in their online portal.

1.2 It shall be ensured that FRK requested by miller is made available in the mill premises within 15 days from the date of request by the miller. In case, NAFED fails to supply within due time line, miller shall purchase from any other source and difference in procurement price for such quantity to be borne by NAFED. In case of subsequent delay in supply by a particular FRK manufacturer MARKFED may request to NAFED for blacklisting of the particular for the default.

1.3 All incidental costs incurred in the supply of FRK from the FRK manufacturers to the mill premises such as transportation, packaging, storage as per requirement etc will be borne by Nafed/FRK Supplier and the price of FRK should be inclusive of all on FOR basis.

1 Delivery Address: Location details of rice millers in agreement with the first party for custom milling will be shared by the first party to second party for delivery of FRK.

2 Packaging instructions: FRK shall be delivered/supplied in appropriately labeled 20 Kg woven HDPE bags with an inner LDPE lining. The packaging material to comply with the BIS standard.

Specifications given below:

Outer Packaging Material: Woven HDPE
Outer bag: 80g
Inner Liner Packaging Material: LDPE
Liner Thickness: 250-gauge
Packaging Size: 20 kg
The bags should be properly stitched by double thread stitching

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4. **Marking instructions:** The markings on the bag should mention the below as per BIS/FSSAI standards. The draft label shall be shared with MARKFED well in advance for approval.

1. Name and address of the manufacturer
2. Date of Packaging.
3. Lot/Batch number.
4. Net weight/quantity.
5. List and levels of micronutrients and their chemical form.
6. Storage instruction.
7. Instruction for usage (intended level of blending 1:100).
8. Not for retail sale.
9. Best before..... month..... Year
10. Any other information required under the Legal Metrology (Packaged Commodities) Rules, 2011, the Food Safety and Standards (Labelling & Display) Regulations, 2020
11. Name of the Product
12. Vegetarian logo
13. It should mention in bold 'NOT FOR DIRECT HUMAN CONSUMPTION'.
14. It should mention 'NOT TO BE CONSTRUED AS SUBSTITUTE FOR RICE OR RICE FLOUR'.

5. **FSSAI & BIS Standards:** NAFED should ensure that the FRK manufacturers should ensure comply with FSSAI standards as per the latest guidelines or standards. The draft Food Safety and Standards (Food Products Standards & food Additives) Amendment regulations, 2022 with respect to Fortified Rice Kernels (FRK) and other amendments thereafter.

The standard set of Bureau of Indian Standards for premix, Fortified Rice Kernels and FRK manufacturing machine should be adhered to. Proper labeling as specified by FSSAI will be followed by NAFED following the guidelines specified by the Central Government for FRK packaging.

6. **Quality assurance and control:** The "Second Party" should provide a Certificate of Analysis (Certificate of analysis (CoA)) for the manufactured FRK covering the micronutrient levels, microbiological and physical parameter analysis from an external FSSAI notified NABL accredited laboratory to the custom miller.

Before dispatch of FRK kernels to custom millers, NAFED will be responsible for pre-dispatch quality inspection and testing from NABL (National Accreditation Board for Testing and Refinement Laboratories)

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accredited laboratory. FRK kernels will be supplied only after uploading the test results in the online portal and module designed by NAFED after receiving the COA (Certificate of Analysis) report confirming the specified standards.

Double sampling and testing of FRK will be done in the state. (Pre-dispatch quality testing will be done by NAFED and pre-blending and pre-mixing quality testing will be done by the custom miller at his own expense through NABL (National Accreditation Board for Testing and Purification Laboratory) accredited laboratories by taking samples at the miller's premises. Blending and mixing will be done by the custom millers only after receiving the quality test report as per the standard norms prior to deposit of CMR to the central and state agencies. In case the quality test fails in the second test conducted by the miller, miller shall request for replacement of such supply thorough online portal with in 07 days from the date of test result and NAFED will undertake to replace the lot from the miller premises from its own expenses within maximum period of 01 week in coordination with FRK manufacturer.

In case of rejection of CMR deposit to Central/State rice procurement agencies due to quality of rice or blending proportional discrepancies, miller shall be liable for any such rejection and loss and shall not be liable for any claims from the second party.

7. Date of Certificate of analysis (CoA): The FRK manufacturer must obtain the Certificate of analysis (CoA) for each batch at the earliest and then the same shall also be tested by NAFED. Also, it shall be ensured by NAFED that the Certificate of analysis (CoA) of the delivered FRK should not be more than 2 months old at the time of delivery to the custom miller.

8. Order and Supply

1. Quantities supplied more than the quantity requested by custom millers will not be paid for. The second party is bound to honour such indents and shall arrange to supply the requisite quantity of FRK to the designated/identified custom rice miller premises as requested by them. The ordered quantity of FRK as per specifications prescribed should be delivered as per the request of custom miller within stipulated time.
2. At any stage of supplies, if it is noticed that the supplies of FRK are not in conformity with the specifications prescribed, custom miller may request for rejection through online portal made available by NAFED. Inspection to be made by NAFED for the rejected quantity and in case of confirmation of non-standard delivered FRK, NAFED shall be liable to replace the same with in 01 week with and bear the cost of replacement and the new supply order to be placed by the second party for the same custom miller adjusting the amount paid by miller in the subsequent order.
3. If the second party fails to comply with the terms and conditions of this agreement the first party reserves the right to charge penalty or cancel the agreement as decided by the first party without prejudice to other rights and the decision of the Managing Director, Chhattisgarh MARKFED is final and binding on the second party.

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4. The Second party should take adequate precautions to prevent damage or deterioration to FRK during transportation at designated destinations rice miller's premises.
5. The second party should deliver the FRK at the designated/identified rice miller's premises registered with state government for custom milling at various blocks and districts of State of Chhattisgarh at accepted FOR as per the work order / indent issued by Department/ First Party.
6. Consignment will be unloaded at the designated destinations rice miller's premises at various blocks and Districts of State of Chhattisgarh during working days and working hours only.
7. That, it has been agreed between the parties that against every supply order, the representative of the First Party/ State level /divisional level/District level Committee as formed by the Govt. of Chhattisgarh may visit FRK manufacturers premises empanelled with NAFED at any time, not necessarily associating the Second Party. The Second Party will also provide the Certificate of analysis (CoA)/ Test Report to the the first party/custom miller for each consignment supplied.
8. That, in the event, where quality of supplied FRK is found below the prescribed standards and specifications of FSSAI and the approved sample, the supplied FRK will be rejected and the new supply order to be placed by the second party for the same custom miller adjusting the amount paid by miller in the subsequent order. Return request for such rejected stocks to be done by custom miller to the NAFED through online portal of second party and the Second Party shall replace such stock within a week's time mandatorily from the date of replacement request.
9. In case of failure of 20% samples out of the total sample drawn of a particular FRK manufacturer, the First Party shall recommend to debar/ blacklist particular FRK manufacturer and second party should comply for the same.
10. The second party should ensure that the FRK manufacturer also submit the following documents at the time of delivery of the consignment to the respective destinations:
 - a. Certificate of Analysis (Certificate of analysis (CoA)) from any NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India.
 - b. Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point).
 - c. Any other relevant documents asked by the custom miller for purpose of rice deposit.

9. TERMS OF PAYMENT:-

1. The rates determined by the tender process will be accepted by both the parties, the rate should be including 5% GST as per State Head, NAFED letter number/NAF/RPR/MK/FRK/2023-24/1089, Date- 01/08/2023 and all other taxes. The accepted rates of FRK under this agreement will be determined through a tendering process conducted by NAFED/second party. Additionally, it is imperative to ensure that the rate inclusive of all taxes for the supply of FRK does not exceed the maximum permissible limit set by the GoI under the Ministry of Consumer Affairs, Food & Public Distribution, Dept. of Food and Public Distribution time to time.
2. The second party will pay the payment for the quality testing of FRK kernel, the payment is processed based on the acknowledged/accepted quantity at the designated custom miller and is subjected to any standard deductions as specified in the purchase order/ indent of FRK.
3. Nafed will pay the FRK bill to the supplier and markfed will pay the amount payable to the millers as and when payment is made by FCI and Civil Supply Corporation on the basis of millers bill.
4. There will be no tax liability of any kind on markfed. (No tax of any kind will be borne by markfed)



10. CANCELLATION OF Agreement

The Second Party shall strictly abide by the terms and conditions of agreement and any instructions issued by the First Party, from time to time. In the event of non-fulfilment of any of the conditions of Agreement by the Second Party, the First Party shall have the right to cancel the present Agreement. Such cancellation/termination of the agreement shall be carried after giving an opportunity of being heard

11. FORCE MAJEURE

1. It has been agreed between the parties that terms and conditions here of shall be subject to force majeure, neither part of Agreement shall be considered in default in the performance of their respective obligations hereinabove if such performance is prevented or delayed because of an act of God, war, flood, hostilities, revolution, civil commotion, official strike, epidemic, accident or fire or because of any law and order proclamation, regulation or ordinance of any Government of any subdivision thereof or of this clause only if it duly informs in writing of the circumstances agreementnting to force measure to First Party, for each consignment dispatch separately by e-mail or immediately following by a confirmation letter sent by registered post, acknowledgement due. In the event of the Second Party pleading any ground as consulting force measure, the opinion of the management of First Party alone shall prevail and if in the opinion of the management of First Party the happening does a agreement to a force measure event, then the Second party shall not be entitled to plead the same and or claim any relief under this clause.
2. Either party may request reasonable changes to Agreement. Any changes, modifications, revisions, or amendments to Agreement which are mutually agreed upon by and between the parties shall be incorporated by written instructions and effective when executed and signed by all parties herein.
3. If any portion of Agreement is judicially determined to be illegal or unenforceable, the remainder of Agreement shall continue to be in full force and effect, and either party may renegotiate the terms affected by such severance.
4. The parties intend to agreement and expressly agree that only parties signatory to the agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement or to bring an action for the breach of this Agreement.

12. SETTLEMENT OF DISPUTES

In case of any dispute between the parties arising out of agreement to be resolved by arbitration the appointment of arbitration must offer with the provision of Section 12(5) of the Arbitraion and Conciliation Act 1996.

It has been mutually agreed between the parties that all disputes arising out of this Agreement shall be subject to the jurisdiction of a Competent Court of law at Raipur, Chhattisgarh exclusively.

Not with standing any reference to arbitration herein: The parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

Managing Director, CG MARKFED Raipur reserves the right to amend any terms or condition, in case of any eventuality which is beyond the reasonable control of the Second Party.

13. EXTENSION OF CONTRACT PERIOD - The Agreement can be extended by mutual consent of both the parties on the same rates, terms and conditions for a period as determined by the central/state government for custom milling.

14. INDEMNITY

1. The Second Party shall indemnify the First Party for any action direct or indirect, instituted against the Second Party by any person/body/persons/ company/firm/joint venture or any other enterprise or business entity in relation to the manufacture, supply, delivery, transportation or handling of FRK material under Agreement or any contract arising there from or any consequent liability arising out of the contract.
2. The Second Party shall also make well, the loss/indemnify the First Party on account of any loss occurred due to non-adherence of the terms and conditions of Agreement by the Second Party.
3. The First Party of Agreement as well as the State of Chhattisgarh shall at all-time be indemnified by the Second Party and the Second Party of Agreement shall keep every concerned department, duly indemnified, against any analysis or statutory inspections/checks during the period of subsistence of AGREEMENT. It is further agreed between the parties that the Second Party shall keep the First Party always indemnified for anything done by the former good faith or intended to be done in pursuance of Agreement.

IN WITNESS WHEREOF Chhattisgarh State Co-operative Marketing Federation Limited through and _____, Authorized Signatory, NAFED have set their hand and affixed their official seal on the day, month, and year first herein above written.

For and on Behalf of

Witnesses-1:

First Party

Name: _____

Address: _____

Witnesses-2:

Name: _____

Address: _____

Witnesses-1:

Second Party

Name: _____

Address: _____

Witnesses-2:

Name: _____

Address: _____

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