

Terms and Conditions for empanelment of Dall Mills for  
processing of Chana to Chana Dal for Food Civil Supplies and  
Consumer Protection Department for the year 2016-17  
through NCDEX e Markets Ltd (NeML)

(Government of Maharashtra)

**Empanelment of Dal Mills for processing of Chana on job work basis for  
Maharashtra Food Civil Supplies & Consumer Protection Department  
during 2016-17**

**1. Introduction**

Maharashtra Food Civil Supplies and Consumer Protection Department, Government of Maharashtra has invited applications from eligible Dal Mills for registration to participate in e-Auction for processing of Chana into Chana Dal

- 1.1 In accordance with allotment by Government of India, Maharashtra Food Civil Supplies and Consumer Protection Department had procured Chana from FCI/NAFED/SFAC during 2016, and proposes to process the Chana so procured into Chana Dal on job work basis from the eligible Dal Mills and the total quantity offered for processing is around 5000 MTs stored at different warehouses in Amarvati, Washim, Dhamangaon, Solapur (Maharashtra).
- 1.2 The department has decided to follow e-Auction mode for inviting bids from eligible Dal Mills subject to qualifying criteria for eligibility to bid and has entrusted the process of conducting e-Auction to NCDEX e Markets Ltd.(herein after also referred to as "NeML"), for finalizing the bids submitted by eligible Dal Mills.
- 1.3 **The department has invited applications from the eligible Dal Mills for enrolment as registered processors for lifting of whole Chana from FCI/NAFED godowns, transporting it to Dal mill, milling the whole Chana to Chana dal, packing of sortex quality Chana dal in 1Kg pack and delivering it to various retail outlets across the state of Maharashtra.** The procedure for enrolment and registration of Dal Mills, terms and conditions of processing of Chana 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 [www.mahafood.gov.in](http://www.mahafood.gov.in) for the information of participants.

**2 ELIGIBILITY CRITERIA FOR EMPANELMENT AND DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FOR REGISTRATION.**

**2.1 ELIGIBILITY CRITERIA FOR EMPANELMENT**

- 2.1.1 The applicant shall own or should have possession of leased Dal Mill. Dal mill owned by the bidder or leased should have the processing capacity of Fifty (50) MTs or more per day.

- (a) The Dal mill should have cleaning machines like pre cleaners and de-stoners as may be required for processing of Chana into Chana Dal.
  - (b) The Dal mill may have installed required capacity Power Generator to augment the power cut so that there shall not be any delay in processing.
  - (c) If the Dal mill is leased, such lease shall be for minimum period of one year. The lease period shall be valid during the current year (2016-17). The lease agreement must be duly registered under Registration Act and suitable entries must be incorporated in the revenue record in the name of lessee.
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- 2.1.2 The Dal mill should have valid license by the concerned authority as may be applicable to process stock and trade in Chana and Chana Dal.
  - 2.1.3 The Dal Mill shall have valid registration certificate under VAT Act and Service Tax Act. In case if Dal Mills are exempted under Service Tax copy of relevant document to be furnished.
  - 2.1.4 Applicant Dal Miller should not have been convicted for any offence for violation of Essential Commodities Act 1955 and amendments issued to Act there after. The firm should not have been convicted for any offences or violation of any State or Central Act or any criminal offence under IPC.
  - 2.1.5 Applicant Dal Miller should not have been blacklisted by any state or central agency.
  - 2.1.6 Dal Mill should have a secured storage capacity of at least 200 MTS. They shall possess valid stock insurance cover at the time of submission of application or submit copy of same while entering into agreement for processing of Chana.
  - 2.1.7 In case of offers from bidders having manufacturing facilities at multiple locations, the bidders are requested to specifically indicate the manufacturing capacity and location of factory/mill from where supplies shall be made. Also the factory designated for the supply must have all the valid licenses and certificates required. The responsibility for fulfilling and satisfying the obligations under the contract conditions will, however, remain on the bidder, who may be awarded contract and the bidder will not be entitled to pass on any obligation or responsibility under the contract to the owner of the manufacturing facilities taken on the bidder

## **2.2 DOCUMENTS TO BE SUBMITTED ALONG WITH APPLICATION FOR REGISTRATION**

- 2.2.1 Self Attested copy of the license for processing and stocking of pulses as applicable. Self attested copy of Certificate of incorporation.
- 2.2.2 Self attested Copy of the Income Tax returns for last 2 years, copy of the Audited Balance Sheet and Profit and Loss account of previous two years and PAN card.
- 2.2.3 Self attested copy of Certificate of registration under VAT, State / Central Sales Tax Act, Service Tax Act as applicable
- 2.2.4 A declaration as per clause No. 2.2.4.1 and 2.2.4.2 with seal and signature of the authorized person on Rs 100 non judicial stamp paper authenticated by the notary public has to be furnished.
- 2.2.4.1 **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.**
- 2.2.4.2 **Not having been black listed by any organization or Government for non-performance of contractual obligation.**
- 2.2.5 In case of partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of Cooperative / corporate body, memorandum and articles of association and copy of the Board resolution duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.
- 2.2.6 The address proof of the authorized signatory, namely, Telephone bill/copy of pass port / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- 2.2.7 In case of Bank account details of firm
- 2.2.8 One set of above self-attested documents to be enclosed to application (Annexure 1) for registration to be submitted to NeML Ltd along with copy of RFP duly signed with seal and signature in all the pages.
- 2.2.9 For **Registration with NCDEX e Markets Ltd, a registration charges of Rs. 25000/- and applicable ST (15%, total amounts to Rs 28750/-)** shall be remitted by way of electronic fund transfer in the following NCDEX e Markets Ltd Accounts for participation in e-auction. The details of fund transfer towards registration charges shall be mentioned in the application furnished vide Annexure-2.

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	0091006100013050	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176811	UTIB0000004	Fort, Mumbai
Bank of India	008620110000781	BKID0000086	Fort, Mumbai
Punjab National Bank	0082002100071810	PUNB0008200	Bandra, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai
Central Bank of India	3244662932	CBIN0284082	Capital Market Branch

2.2.10 The application for registration with relevant Annexure can be downloaded from the website [www.mahafood.gov.in](http://www.mahafood.gov.in). Requests for forwarding applications through post / couriers will not be entertained.

2.2.11 The interested applicants may also visit website [www.neml.in](http://www.neml.in) for any relevant information regarding enrolment as participant on NCDEX e Markets Ltd. Interested participants can also contact the Customer Service Group on below phone numbers **(022)66473153/54**.

2.2.12 Those Dal Millers who have already registered as Commodity Participants/Members on NCDEX e Markets Ltd and who have renewed their membership for the current financial year need not pay the registration fee. **However they shall submit duly signed tender document along with relevant enclosures for having accepted the terms and conditions of the tender to participate in the proposed e-auction.**

### **3. EVALUATION OF APPLICATION FOR REGISTRATION.**

3.1 The completed applications as per the format in Annexure-1 and Annexure-2 along with relevant documents and fee / registration charges shall be submitted on or before 5 pm of 20 October, 2016 at the office of NCDEX e Markets Limited, 1<sup>st</sup> Floor, Ackruti Corporate Park, LBS Road, Kanjur Marg (W), Mumbai – 400078.

3.2 The Food Civil Supplies and Consumer Protection Dept., has the right to extend the date of submission subject to uploading circular on such extensions on the website [www.mahafood.gov.in](http://www.mahafood.gov.in)

3.3 The NeML will scrutinize the applications received and relevant documents submitted along with the application. The applicants will be informed regarding acceptance / rejection of their application through NCDEX e Markets Limited. The selected applicants will be enrolled as

registered processors of Chana and will be issued with registration number / used ID and password by NCDEX e Markets Ltd.

- 3.4 All registered processors are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e Markets Ltd as and when scheduled for the year 2016-17 only. The electronic auction platform will scrutinize the bids and bid winners will be declared based on the highest yield of Chana ( Chana to Chana Dal percentage) per 100Kg of Chana in to Chana Dal in respect of specified lots offered for processing.
- 3.5 The empanelment will be kept open to encourage participation beyond 5 pm of 22 October, 2016. However such applicants will be considered for subsequent auctions conducted, if any.

#### **4. SCHEDULING OF E-AUCTIONS.**

- 4.1 The schedule of e-Auction will tentatively commence from October 24, 2016 onwards. The details of auction, quantity and timings will be published on the website [www.mahafood.gov.in](http://www.mahafood.gov.in)
- 4.2 All registered processors are eligible to participate in e-auctions subject to fulfilling the criteria as may be specified from time to time by NCDEX e Markets Ltd.

#### **5. QUALITY OF CHANA OFFERED FOR PROCESSING**

- 5.1 The quality parameters for Chana offered for processing is on **“as is where is basis”**. The interested Dal Mills, if they desire, **may visit the warehouses as detailed in Annexure-2, one week before the auction date for inspection of Chana stocks with prior intimation to Maharashtra Food Civil Supplies and Consumer Protection Department before participating in e-Auction.**

#### **6. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX E MARKETS LTD (NeML) PLATFORM**

- 6.1 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 by NeML and the Department. They will be allotted with member ID and password by NCDEX e Markets Ltd.
- 6.2 The registered processors with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction for determining highest yield of Chana for conversion of Chana into Chana Dal.

- 6.3 NeML in consultation with the department will schedule the auctions for each lot, warehouse wise and such details viz., e-auction calendar will be published on the website [www.mahafood.gov.in](http://www.mahafood.gov.in)
- 6.4 The registered processors shall not be intimated individually regarding the e-auctions.
- 6.5 Alternatively the registered processors may contact the Customer Service Group on phone numbers **(022)66473153/54** of NCDEX e Markets Ltd for information on schedule of e-Auction. The registered processors shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website ([www.mahafood.gov.in](http://www.mahafood.gov.in)) in their own interest, rather than depending on other mode of information sources.
- 6.6 The registered processors need to deposit 3% (Three per cent) of the value of Chana to be processed in to Chana Dal, at the rate of Rs. 5000/- per quintal of Chana as deposit towards EMD (margin money) with the NCDEX e Markets Ltd. Those participants who propose to participate for multiple lots shall accordingly deposit the EMD. The EMD shall be deposited to account as given below to participate in the e-auctions:

A/c Name – NCDEX e Markets Limited; Bank – HDFC Bank; Bank A/c no. - 600340051106; Branch - Fort Branch, Mumbai; IFSC Code - HDFC0000060 by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate.

- 6.7 The bidder member should intimate NeML for the transfer of funds through the CS Tracker Module- <https://cst.nspot.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)
- 6.8 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the EMD Account of NeML. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.
- 6.9 Only the EMD (Margin Money) of the highest bidder would be blocked by NeML. 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 NeML on the withdrawal request made by the bidder

through CS Tracker Module latest by one day from the day of close of E-Auction.

- 6.10 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions.
- 6.11 The bidders shall place their bids online on NCDEX e Markets Ltd Platform/Exchange Platform <https://market.nspot.in> , the online trading system made available by NeML as per the terms and conditions of the E-Auction.
- 6.12 Each Lot is linked to storage point of Chana (from where stock has to be lifted) and designated warehouses of department (where Chana Dal has to be delivered). The Auction Calendar will be published on web site [www.mahafood.gov.in](http://www.mahafood.gov.in) . The lots are offered for processing on **“as is where is basis”**. The evaluation and finalization of bids received shall be made on the basis of the highest/maximum yield of Chana in percentage as quoted by the bidders in respect of each lot.
- 6.13 The stock of Chana stored at respective warehouses was procured from FCI/NAFED/SFAC etc. The market fee as may be applicable has already been remitted to respective APMCs by procurement agency.
- 6.14 The bidder has to bid for processing of Chana into Chana Dal. The bidder shall quote the yield of Chana, the out-turn in terms of percentage of dal to the whole Chana. The minimum out-turn ratio fixed for conversion of Chana into Chana Dal shall be 72 % (seventy two per cent). While quoting, the bidder has to take into account that he will be eligible to retain the bye products and the bag. The bids will be for the lot at specified location and are:**
- a) Inclusive of processing cost of Chana into sortex quality Chana Dal as per quality specifications with out-turn ratio of minimum 72 % (per cent). Inclusive of all incidental expenditures, transaction charges, assaying charges, all taxes including Service Tax for processing if any payable.
- b) Inclusive of cost of lifting (loading charges or rebagging if necessary) of each lot of Chana from warehouses as detailed in Annexure-3, cost of transporting it to their dal mill, cost of packing (1Kg Pack) and outer bag of 25 packets each, Labelling, transit insurance.



c) Inclusive of cost of giving delivery of Chana Dal after processing and packing, to the retail outlets or ration shops located in Maharashtra and as detailed in Annexure-3. It should be inclusive of transportation charges, labour charges for unloading and stacking at delivery points, incidental charges and Assaying charges etc.,

6.15 The bids of all approved Bidders for respective lots in the E-Auction must remain valid for minimum period of **two months from the date of auction**.

6.16 Food Civil Supplies and Consumer Protection Department, GOM may specify, if desired a minimum out-turn below which no bids may be accepted by NeML Platform. The minimum tick size shall be 0.1%.

6.17 During an auction session, a bidder may modify his bid upwards to a increased yield higher than the existing bid. This way bidder can modify the bid till the end of auction schedule. Auction platform will not allow the bidder to modify his bid once submitted to reduce the yield %. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails. Bids submitted after the closure of auction will be rejected. No cancellation of Bids shall be allowed during an auction session.

6.18 The final results of the e-Auction as declared by Food Civil Supplies and Consumer Protection Department, GOM shall be 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 processing of Chana into Chana Dal by the successful bidder shall result in the forfeiture of the EMD (Margin money).

6.20 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.

6.21 The highest bid of the bidder after conclusion of E-Auction session will be evaluated by Food Civil Supplies and Consumer Protection Department, GOM. The validity period of the bid shall be as specified

under clause No 6.15. Food Civil Supplies and Consumer Protection Department, GOM shall evaluate the highest bid after conclusion of e-auction and has the right to reject the H-1 bid if found not competitive. The confirmation of acceptance or rejection of highest bid will be intimated by NCDEX e Markets Ltd by email to registered e-mail ID or by FAX (As per NeML's records) to the registered processor.

- 6.22 Food Civil Supplies and Consumer Protection Department, GOM 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 NCDEX e Markets Ltd Platform <https://market.nspot.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 time or day, the details of such time/date/s will be notified in the website of the department.
- 6.23 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the department to the successful bidder (Processor) along with any amendment issued prior to award of contract shall constitute the terms and conditions of a valid and binding contract between the department and the Processor.
- 6.24 In case of successful bid of the Processor the margin money i.e. EMD will be refunded after reconciliation of stock account and completion of the clearing and settlement process by NCDEX e Markets Ltd. The refund of EMD is subject any deductions towards short delivery, penalty etc.
- 6.25 In case of unsuccessful bid of the processor the margin money i.e. EMD will be refunded the next day by NeML.
- 6.26 The successful bidders will be charged transaction charges of 0.5 per cent of value of Chana as specified in Clause 6.6, offered for processing and applicable service tax (15%) by NeML. The successful bidders will also be charged the assaying charges 0.2% of value of as specified in Clause 6.6, offered for processing and applicable service tax (15%) by the third party assaying agency appointed by the department. The successful bidder needs to separately deposit transaction charges, assaying charges and applicable service tax to NeML within three working days from the date of declaration of e-Auction results to A/c Name - NeML Auction; Bank - HDFC Bank;

Bank A/c no. - 600340051106; Branch - Fort Branch, Mumbai; IFSC Code - HDFC0000060 by way of RTGS or electronic fund transfer. Failure to comply with this Clause will be deemed as violation of terms and conditions the tender.

- 6.27 The successful bidder upon receipt of communication regarding acceptance of bid by the NCDEX e Markets Ltd shall arrange to deposit the money equivalent to the value of chana allotted at Rs.5000/- per quintal as Chana trade amount. The miller has to deposit this amount in NeML's bank account within three working days from the date of communication of award of contract. NeML after the receipt of Chana trade amount from millers will transfer it to FCI bank account.
- 6.28 NCDEX e Markets Limited is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.
- 6.29 NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of discovery of highest yield. 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 11 below.

## **7. DELIVERY PROCESS OF CHANA**

- 7.1 As per the directions of the Department, the successful Dal Miller (Processor) who qualifies in e-auction will be issued with Delivery order for lifting of stock of Chana for processing by the department. Delivery order shall be issued subject to payment of total value of Chana at Rs.5000/- per quintal allotted to the miller and compliance to terms and conditions of the tender. Any request for extension of time for payment of value of Chana allotted shall not be considered. Millers have to deposit Chana trade amount in NeML bank account which will be further transferred to FCI by NeML.

- 7.1.1. The tendered quantity of Chana for each lot will be split into deliverable quantity for processing into Chana Dal. The successful Dal

Miller may take delivery as specified in the Delivery Order. Additional quantity for delivery can be considered for allotment by the department subject to providing additional amount equivalent to the value of Chana in 02 working days.

7.1.2. The Delivery Order for lifting of requisite quantity of Chana will be issued to the extent of amount equivalent to the value of Chana deposited by the miller. **The allotted lot quantity has to be lifted within seven (07) working days from the date of issue of Delivery Order.**

7.1.3. The successful bidder shall compulsorily provide the details of authorized person (Name, Identity card number, Mobile number etc..) who would be taking delivery on behalf of the successful bidder to the NeML and the department.

7.1.4. Delivery of stocks to such authorized person as per the details provided by the successful bidder shall be at bidder's sole responsibility and risk. No claim shall lie against the concerned authority/warehouse official on any account whatsoever.

7.1.5. The successful bidder shall liaise with concerned warehouse Manager for allocating dates for taking delivery in accordance with delivery schedule specified in Delivery Order. This activity is critical for taking delivery of the consignment in desired manner and would avoid any undue delays for lack of communication. The contact details of concerned Warehouse Manager/Official will be provided by the the department. The bidder shall intimate by e-mail to the warehouse about the proposed date of deployment of vehicles for taking delivery of Chana at least 2 working days in advance.

7.1.6. Quantity of Chana stock to be drawn from the designated warehouses as detailed in Annexure-3 will be limited to the extent of funds deposited by the millers.

7.1.7. The successful bidder on receipt of the delivery order has to lift Chana from the storage point and shall transport the Chana at his cost, convert the Chana into Chana Dal, deliver the quantity of Chana dal in 25 kg HDPE bags with inner lining accordance with approved out-turn ratio within given time as per the quality standards

prescribed. The successful bidder should ensure that he complete the process of taking delivery of entire quantity of allocated goods in a staggered manner in accordance with delivery schedule prescribed in the Delivery Order. No extensions for taking delivery beyond the scheduled due date will be allowed. Requests for further extensions of delivery date will only be considered if concerned warehouse agencies cannot fulfill the requirement of delivery of stocks for reasons beyond the control like natural calamities, non-availability of sufficient labour either due to strike or for any other events specified under Force Majeure Clause. Dal Miller shall promptly intimate about such instances to the department and NeML by e-Mail/Fax within 48 hours failing which such requests for extension of delivery due to above reasons will not be admitted. The department will examine genuineness of such requests and take decision to admit or reject extension of time for taking delivery beyond the stipulated period as detailed in Clause 7.1.3.

- 7.1.8. Failure to take delivery within the stipulated time will attract forfeiture of EMD and Chana Trade amount deposited by the miller.
- 7.2 Violation of any of the Clause/Clauses of the Tender shall be deemed as violation of Terms and Conditions of Tender and in such an eventuality department shall forfeit EMD and Chana Trade amount.
- 7.3 Non acceptance of award of tender within five working days of intimation of e-bid acceptance will amount to forfeiture of EMD (margin money) deposited.
- 7.4 Default in taking deliveries within the stipulated time, either wholly or partly will result in forfeiture of EMD (margin money) and Chana trade amount.
- 7.5 Chana stock once delivered will not be taken back under any circumstances. In such an unforeseen eventuality, if a Dal Miller fails to deliver agreed quantity of Chana Dal as per fixed out-turn ratio, an equivalent amount of market value of Chana Dal for the quality specified or Rs.5000/- per quintal of Chana delivered to Dal Miller, whichever is higher, will be recovered by the department and duly forfeiting the funds deposited as a value of chana by the millers
- 7.6 The Dal Miller (Processor), through his authorized representative, while taking delivery shall submit Delivery order to the warehouse authorities duly furnishing photo identity of the representative.

- 7.7 The warehouse authorities will arrange to deliver the quantities mentioned in the delivery order in front of authorized representatives of the Processor. Warehouse official will issue relevant documents like release order and transport permit issued by APMC, if any, to the representative of the processor. In view of this Dal Miller may have to intimate the concerned warehouse authority well in advance by e-Mail or Fax at least 2 working days in advance expressing his intention to take delivery on a specified date. Any delays due to administrative reasons would be condoned on case to case basis by the Principal Secretary, Food Civil Supplies and Consumer Protection Department.
- 7.8 The tare weight of the empty vehicle will be recorded on the electronic weigh bridge and after loading the gross weight will be recorded on the same electronic weigh bridge and the net weight (including bag weight) delivered is recorded in the presence of authorized representatives of warehouse authorities and the Processor.
- 7.9 No Dal miller/processor will pledge the Chana belonging to the State Government, with the banks for availing cash credit limit for his business transactions. If such instances are noticed or brought to the notice of the department through departmental or any other sources, such Dal mills/processors shall be blacklisted for a minimum period of 3 years from the date of notice. The EMD and Chana trade amount will be forfeited and accordingly. Without prejudice to any of such actions initiated, the State agency may also initiate criminal proceedings against the Dal mill/processor as per the law.

## 8. ASSAYING/QUALITY EVALUATION OF CHANA DAL

- 8.1 The department will appoint a third party inspection agency for assaying of Chana Dal. The quality of Chana Dal will be evaluated based on specified quality parameters as detailed below:

(Figures in percentages)

<b>Sr. No.</b>	<b>Special characteristics</b>	<b>Maximum limit of tolerance (%) as per</b>
<b>1</b>	Foreign matter (extraneous matter)	0.5
	Mineral matter	[0.25]
	Impurities of animal origin	[0.10]
<b>2</b>	Other edible grains	2.0
<b>3</b>	Damaged grains	5.0
<b>4</b>	Weevilled grains	1.0

5	Uric Acid	Not more than 100 mg. per kg
6	Aflatoxin	Not more than 30 micrograms per kilogram
7	Moisture	12.0
8	Kesari	Free from Kesari in any form
9	Added colouring matter	Absent
10	Sum of foreign matter, other edible grains and damaged grains shall not exceed	7.0
11	<b>Sieve test:</b> Passing through 4.00 mm test sieve (% Max) Passing through 3.35 mm test sieve (% Max)	2.0 1.0

- 8.2 The assaying agency is authorized to test and certify samples of Chana Dal both at the loading point at the dal mill and at unloading point at the retail outlets. The details of assaying agency, assaying charges will be uploaded in the web site [www.mahafood.gov.in](http://www.mahafood.gov.in) before conducting e-Auction.
- 8.3. The Dal Mill allocates lots for delivery to various retail outlets and intimates schedule of delivery to NeML, three working days in advance. Upon receipt of such delivery intimation by the Dal Miller, the NeML will depute representative of the assaying agency to dal mill for assaying.
- 8.4. The Dal Miller shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of delivery challan shall be handed over to Store Incharge or Warehouse Incharge of the retail outlets at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by Retail Outlets.
- 8.5. Consignment will be unloaded at the designated retail outlet or warehouse during working hours only i.e. between 10am and 5pm. On arrival of the consignment the authorized official of the department will verify the documents and after confirming authenticity of the consignment directs the representative of the Dal Miller to arrange for recording the gross weight of the consignment on an electronic weighbridge as notified by the department before unloading.

- 8.6. The testing and certification will be carried out before loading the consignment from the dal mill. Assaying of samples has to be carried out in the presence of authorized signatory from the Dal Mill and any official as may be notified by department from time to time. Five representative samples of 250Gms each will be drawn and one sample of 250Gms will be assayed on the spot by the assaying agency as per the specified quality parameters. The balance four samples will be sealed with tamperproof lock and identification label. The details of seal number (i.e. the number printed on the tamperproof lock), lot number, vehicle registration number, quantity, date/time, Dal Miller 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.
- 8.7 The Assayer will retain with him one sample and handover one sample to the representative of the Dal Miller for retaining as control samples at loading point. The details of seal number (i.e. the number printed on the tamperproof lock), lot number, vehicle registration number, quantity, date/time, Dal Miller 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.
- 8.8 The assaying report shall also record the details mentioned in the identification label along with serial numbers of the identification label for tracking control samples as regards to point of collection, custody (Dal Miller/assayer/Depot Manager) and stage of assaying i.e. unloading point.
- 8.9 The assayer, representative of the Dal Miller and the Official as notified by the department (if present) will jointly sign on the identification label and assaying report.
- 8.10 The stocks which qualify the quality parameters shall only be dispatched by the dal miller.
- 8.11. Dal Millers may note that the cost of assaying will be borne by them and such costs would be paid in advance to NCDEX e Markets Ltd by RTGS upon intimation of generation of Delivery Order. Any outstanding payments to assaying agency for the services utilized by the successful bidder will be deducted from the EMD deposited by the successful bidder or from the Chana trade amount deposited by miller, as the case may be.

## **9 DELIVERY PROCESS OF CHANA DAL BY DAL MILLER**



- 9.1 The Dal Miller who has taken delivery of Chana from the designated warehouse shall supply agreed quantity and quality of Chana Dal to the designated retail outlets as detailed in Annexure-3. Millers will inform to NeML and the department on the quantity of Chana Dal ready for delivery. Retail shop owners will transfer funds equivalent to quantity of Chana processed for making dall quantity which the millers intend to supply, as per the instructions from Food Civil Supplies and Consumer Protection Department.. Only after successful receipt of this amount by NeML, it will instruct the Millers to transport Chana Dal to designated retail shops/ration shops. After the successful delivery of Chana Dal to ration shops/retail outlets, NeML will transfer this amount back to the respective millers.
- 9.2 The cycle time for supply of Chana Dal shall be 15 working days from the date of issue of Delivery Order.
- 9.3 Department will appoint a third party inspection/Assaying agency for testing and acceptance of Chana Dal stock before delivery of the stock at the mill location and at the designated retail outlet delivery points as detailed in Annexure-3. The Chana Dal which qualifies the quality parameters as per the assaying report will only be accepted and allowed to be sent to delivery points. In case of rejection or short supply of Chana Dal, the Dal Miller has to make good the losses by supply of exact quantity and quality of Chana Dal within five working days of such an event. The penalty will be levied for such delays as specified in Clause 10.1. Failure to comply with this clause would be treated as violation of terms and conditions of this tender and will result in forfeiture of EMD and Chana trade amount.
- 9.4 The successful Dal Miller should take adequate precautions to prevent damage or deterioration to Chana/Chana Dal, as the case may be, during storage/transportation. He should also insure the stock during transit at his cost.
- 9.5 The successful Dal Miller should deliver at his cost the Chana dal to the designated warehouse/storage place as per the delivery schedule.
- 9.6 The successful Dal Miller should pack the Chana dal in 1Kg net weight PP bag and 25 such bags of 1Kg should be packed in one outer plastic bag. The packaging and labelling shall confirm with all the applicable laws and regulatory requirements and to other provisions set out by the department.

- 9.7 Failure on the part of the Supplier to meet with the packing and labelling requirements shall entitle the department to reject the goods. In the event that the failure is a continuing failure that is not rectified by the Supplier within 5 working days of the failure being notified by the department, the department shall be entitled to terminate the contract and also to make financial and other claims against the Supplier as may be warranted. The department will not be liable to make any payment to the Supplier for any goods that might have been rejected or for any other claims that the Supplier may make for damages or otherwise following the rejection of such goods or termination of the Contract, as the case may be.
- 9.8 The 1Kg net weight of Chana dal should be packed in minimum 220-230 gauges LDPE films, 60 microns polypouch in Food grade packing. The colour of the polypouch film should be transparent.
- 9.9 2 colour printing should be done on the packing material of 1Kg polypouch. Standard Food packaging acts must be followed on 1Kg packing material.
- 9.10 Details to be printed on 1Kg packing. (one side of packing)

Chana Dal
Production month and year
Batch No
MRP: Rs
Net Weight: 1 Kg
Name and Address of Miller:
Best Before: 6months from the month of manufacturing

Details to be printed on the other side of the packing:

Name of Scheme
Government of Maharashtra

- 9.11 The 25 packets of 1Kg Chana dal should be packed in a HDPE bag with inner lining of minimum 25 Kgs capacity. All the outer bags should be machine stitched, carefully knotted and duly stenciled. The text of the matter to be printed on each HDPE bags of 25 Kg shall contain the following details.

For Public Distribution System
--------------------------------

Government of Maharashtra
---------------------------

25Kg Net (1Kg x 25 Pieces)
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9.12 After completion of supply of Chana Dal for the tendered quantity, the Dal Miller has to submit the following documents for release of Chana trade amount and balance EMD amount subject deductions as detailed in the document. The payment will be released to Dal Miller's account through electronic fund transfer by Food Civil Supplies and Consumer Protection Department through NCDEX e Markets Platform.

- a. Copy of the Delivery Orders for tendered Lots of CHANA
- b. Copy of Stock issue receipt/release order from designated warehouse for issue of CHANA accompanied by weighbridge receipts
- c. Assaying reports duly signed at Dal mill location accompanied by weighbridge receipts
- d. Copy of stock inward receipts for Chana Dal issued by store incharge or warehouse incharge at the designated delivery locations.
- e. Delivery Challan

9.13 The Chana trade amount will be released and EMD will be refunded, subject to deductions as detailed in the terms and conditions of this tender, after auditing of accounts by the department.

9.14 In case of any embezzlement/loss of Chana/Chana Dal etc. department shall be at liberty to launch criminal proceedings against the successful bidder for recovery of dues, besides forfeiture of Chana trade amount, availing other legal remedies against the successful bidder in accordance with law.

## **10. PENALTY CLAUSE & CANCELLATION OF CONTRACT**

10.1. If there is any delay in full delivery or partial delivery of resultant Chana Dal by the Dal Miller, in such an eventuality he shall be liable to pay penalty not exceeding Rs. 10/- per day per Quintal of Chana

pending for conversion for every day of default up to maximum of 10 working days. Delay beyond this shall be treated as violation of terms and conditions of tender. The difference in cost if any, for processing of Chana Dal from the alternative sources or procurement of defaulted quantity of Chana Dal from the open market will be recovered from the defaulted Dal Miller by forfeiture of Chana trade amount.

- 10.2 In case if the Dal Miller fails to take delivery of Chana as per Delivery Order, the department reserves the right to cancel the agreement for non-supplied quantity, mentioned in the Delivery order and proceed with forfeiture of EMD. In such an eventuality department has the right to re auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for processing of Chana Dal from the alternative sources will be recovered from the defaulted Dal Miller forfeiture of Chana trade amount. EMD will be forfeited and agreement shall be rescinded. Department may also proceed with blacklisting of the firm depending on the gravity of the situation.

#### **11. ARBITRATION:**

- 11.1 In case of any disputes relating to processing of Chana into Chana Dal including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Principal Secretary of Food Civil Supplies and consumer Protection Department, Government of Maharashtra.
- 11.2. Court situated in Mumbai to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

#### **12. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Maharashtra State Government's Policy, restrictions( excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any natural and blockades preventing the department/Processor (Dal Mill) from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than 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. CORRUPT PRACTICES

Any bribe, commission, advantages offered or promised by or on behalf of the successful bidder to any officer/ employee/ servant of the Government, then such firms shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the successful bidder or on his behalf at any stage of tender process or while taking/giving delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the successful bidder will be blacklisted for a minimum period of 3 years from the date of notice.

### 14. INDEMNITY

The successful bidder shall defend, indemnify and hold department harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the successful bidder or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

I/We have read the Terms and Conditions detailed in Section 1 to 14 of the above document and accept and agree unequivocally and unconditionally to abide by terms & conditions stipulated above.

Place :

Signature of Applicant : \_\_\_\_\_

Date :

Name : \_\_\_\_\_

Seal :

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Sign & Seal of Applicant

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# ANNEXURE - 1

## NeML REGISTRATION FORM FOR CHANA DAL PROCESSING E-AUCTION PARTICIPATION

1. Name of Applicant:

2. Constitution:

Individual

Sole Proprietorship

Partnership Firm

Corporate Pvt. Ltd.

Corporate - Public Ltd - Listed

Corporate - Public Ltd - Unlisted

Cooperative Society

Others - Please Specify

3. Date of Birth / Incorporation / Registration / Proposed

If Corporate/Partnership  Yes  No

4. PAN No. / TIN No.

Yes  No

5. Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/ Partner  
(As per Form CP-2)

Name

Address

  


City

Pin

Tel. No.

Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Designation	<input type="text"/>

6 . Name of Stock / Commodity exchange/s on which applicant is a Member.

Exchange Name1

Exchange Name2

Exchange Name3

None (if none, please tick in checkbox)

7. Authorized Signatory/ies Details

Name  \*

Address

\*

City	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>

Designation

**8. Address of Registered Office /Communication address**

Address

  

City	
Pin	
Tel. No.	
Mob. No.	
Fax. No.	
Email ID	
Contact Person Name	
Contact Person No. & Mob	
Designation	

**9. Name & Address of the Bankers with facilities enjoyed if any**

A) Bank Name & Address

  

B) Account No.

C) Account Type

**NOTE: {Please provide a certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signature of all authorized persons operating account/s}**

**11. (A)Name & Address of APMC in which the member is registered:**



12. (B) Registration No. & Date/ License No., Date & Type:

**Declaration:**

- ❖ I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.
- ❖ I/ we hereby state that the above mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- ❖ I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for registration of Chana e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership of NCDEX e Markets Ltd.

Affix Passport size  
photograph of the  
Signatory

Affix Passport size  
photograph of the  
Signatory

Signature ,Name and seal

Signature ,Name and seal

## Annexure-2

Location and address of warehouses where Chana is stored:

<b>Lot</b>	<b>Agency</b>	<b>Name of Depot</b>	<b>Quantity (MT)</b>
Lot - 1	FCI	FSD Wardha	64.822
Lot - 2	FCI	MSWC Washim	33.645
Lot - 3	FCI	MSWC Parbhani	36.798
Lot - 4	FCI	FSD Ajni	475.511
Lot - 5	FCI	MSWC Dhamangaon	89.224
Total			700.00

## Annexure-3

Location and address of warehouses where Chana Dal needs to be delivered:

<b>Location</b>	<b>Quantity in MT (Approximate quantity)</b>
Mumbai	250
Nagpur	50
Nasik	50
Pune	50
Amravati	50
Aurangabad	50
Total	500

Note- delivery of chana dall will be at retail outlets/ration shops at above mentioned locations.