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**Terms and Conditions for the e procurement of gunny bags by The Kerala State Civil Supplies Corporation Limited (SUPPLYCO), Maveli Bhavan, Gandhi Nagar, Kochi-682020, Kerala through NCDEX e Markets Ltd**

**The Kerala State Civil Supplies Corporation Limited (Supplyco)**  
**Maveli Bhavan, Gandhi Nagar, Kochi – 682020, Kerala**

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**Empanelment of suppliers for supply of gunny bags to The Kerala State Civil Supplies Corporation Limited (SUPPLYCO) under e-auction marketplace of NeML**

The Kerala State Civil Supplies Corporation Ltd has invited applications from the eligible Manufacturers/Bulk Suppliers/ Traders/ Processors /Brokers for enrollment as registered suppliers for supply new B-Twill gunny (jute) bags of 50 Kg The procedure for enrollment, registration and terms and conditions of supply under the e-procurement mode for supply of new gunny bags as detailed below: -

SUPPLYCO shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Ltd. (NeML) for conducting electronic auction system for procurement of new gunny bags from registered suppliers.

**1. Scope of the Work**

- 1.1. Kerala State Civil Supplies Corporation Better Known as SUPPLYCO was incorporated in 1974 as a fully owned government company with an authorized capital of Rs 143 Crores. Head quartered in Kochi, it is operating through 5 Regional Offices, 56 depots with more than 1500 retail outlets.  
Supplyco act as a nodal agency in paddy procurement on behalf of Govt of Kerala. Supplyco procuring new B-Twill gunny (jute) bags of 50 Kg from the Manufacturers/ Private/ Bulk Suppliers/ Traders/ Processors /Importers through e-procurement process.
- 1.2. The requirement of new B-Twill gunny (jute) bags of 50 Kg is approximately 1 cr for the year which has to be supplied to designated CMR mills or storage points which are in contract with Supplyco for paddy procurement and processing. The mills are located in different parts of Alappuzha, Kottayam, Ernakulam, Thrissur and Palakkad Districts. Detailed indent will be shared before the auction.
- 1.3. The new gunny bags will be procured from the registered Manufacturers/ Private/ Bulk Suppliers/ Traders/ Processors /Importers as per the eligibility criteria mentioned in Clause-2.
- 1.4. In order to facilitate Manufacturers/ Private/ / Bulk Suppliers/ Traders/ Processors to participate in e-procurement process, registration with NCDEX e Markets Ltd is mandatory. The documents to be furnished along with application for registration with NeML is detailed in clause-3
- 1.5. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in clause-6.

- 1.6. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by SUPPLYCO to the suppliers through NCDEX e Markets Ltd (NEML) normally within 10 working days from date of submission of bills.

## 2 **Eligibility/ Prequalification Conditions**

- 2.1 The Bidder (OEM (Original Equipment Manufacturer) or Authorized distributor / dealer) should be -A company incorporated in India under the Companies Act, 1956 / 2013, Partnership Firm and subsequent amendments thereto and in case of a consortium all the members of consortium must be a company incorporated in India or a partnership firm.

Registered with GST Authorities in India and in case of the consortium, all the members of the consortium must be registered with GST authorities in India.

Registered offices with legal presence in India and having experience of supplying of 50 Kg packaging new B-Twill gunny bags at least 2 (Two) years as on date of submission of the bid (including name change / impact of mergers or acquisitions) and in case of a consortium all the members of consortium are required to have registered office and legal presence in India and at least one member of the consortium should be an authorised dealer/distributor having experience of supplying 50 Kg packaging new B-Twill gunny bags for at least 2(two) years.

- 2.2. The bidder should not have been debarred / black-listed by Central / State Government

## 3 **Documents to be Furnished Along with the Application for Registration**

- 3.1 **The gunny bag manufacturing units should have proper valid license issued by the concerned authority for manufacturing/processing and storing of bags.** A copy of which will have to be furnished. in respect of Traders/Brokers and processors a valid trading license as may be applicable for trading of bags, a copy of which may be submitted, if applicable
- 3.2 Self Attested copies of audited balance Sheet and profit / loss account for past two years duly certified by Chartered Accountant if it is an own manufacturing unit. In case of a leased unit, the above documents of both the entities i.e. lessor and lessee will have to be furnished. In respect of Traders and Processors self-attested copy of balance Sheet and profit / loss account for past two years duly certified by Chartered Accountant shall be submitted.
- 3.3 Applicants shall submit self-attested copy of the Income Tax returns of last two years with a copy of a PAN card self-attested by authorized signatory.

- 3.4 Self Attested copy of Certificate of registration under GST, Excise, VAT, State / Central Sales Tax Act, Service Tax Act as applicable.
- 3.5 An affidavit on Rs 200 non judicial stamp paper duly notarized regarding
- 3.5.1. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
- 3.5.2. Not having been black listed by any organization or Government for non-performance of contractual obligation.
- 3.6 In case of partnership firm or Co-operative or Corporate, the jute bags manufacturing Units, Trading firms and brokers should furnish a copy of the partnership deed or byelaw or memorandum. In case of Cooperative / corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.
- 3.7 The Suppliers should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of society or corporate body.
- 3.8 The address proof in respect of the firm shall be either certificate of registration/ certificate of incorporation issued by the concerned authority or GST registration copy/Telephone/electricity bill.
- 3.9 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the Bank or cancelled cheque.
- 3.10 The new applicants have to deposit the registration fee of Rs 5000/- (excluding gst ) along with the documents. The registration fee can be directly transferred to the NeML bank account.

Name of the Account: NCDEX e Markets Ltd

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013050	HDFC0000060	Fort, Mumbai

The existing members (TCM, CP) of NCDEX e Markets Ltd who have renewed the membership for the current year need not pay registration fee to NCDEX e Market Ltd (NeML). However, they have to submit the relevant documents (if necessary) again.

- 3.11 The application for registration and terms and condition with relevant Annexures can be downloaded from the website [www.supplycokerala.com](http://www.supplycokerala.com). Requests for forwarding applications through post / couriers will not be entertained.

3.12 The interested applicants may also visit website [www.neml.in](http://www.neml.in) for any relevant information regarding enrollment as participant on NCDEX e Markets Ltd. Interested participants can also contact the Customer Service Group on below phone numbers **(022) 66473153/54** Mob: Shailesh Kumar-**9745117779/Sujith 9446635134** or Email: [askus@neml.in](mailto:askus@neml.in)

#### 4 **Evaluation of Application for Registration**

- 4.1. Eligible suppliers will be issued with User ID and Password by NCDEX e Markets Ltd after evaluating the documents & receipt of the registration fee.
- 4.2. Such registered suppliers are eligible to participate on electronic bidding system (e-auction) for different varieties of jute bags conducted by NCDEX e Markets Ltd as and when scheduled.
- 4.3. Registered eligible participants will be provided with distinct individual unique bank account which be used for the funds deposit as margin money (EMD) and Security Deposit.

#### 5 **Specification for New Gunny Bags**

5.1 The new B-Twill Jute Gunny bags should comply with BIS specifications IS:16186-2014. It should be clean and in sound condition fit for storing of rice of 50 KG capacity. The specifications of the New B-Twill 50 kg packing new Jute bags (Jute Textile as identified by the Jute & Textile Control Order, 2000) are

Characteristics	Requirement	Tolerance
Dimensions		
a) Outside Length, cm	94 cm	+4cm, -0 cm
b) Outside width, cm	57 cm	+4cm, -0 cm
Mass per bag/ weight, gm	580 gms	+8.0%, -6.0%
Ends/dm	64	+4, -3
Picks/dm	28	+2, -2

- 5.2. The average minimum breaking strength shall be 160-KGF for warp way and 145 KGF for weft way as provided in the BIS specifications.
- 5.3. Each bag shall have (color coding strip as specified by FCI from season to season – For KMS 2021-22 (FCI communication annexed), two strips on each bag. Each of the two strips shall be at a distance of about 150MM away from the respective selvages of each bag ) adhering to the current BIS specification (No. IS:16186:2014). Marking/ stenciling of contracted CMR mill details as provided by Supplyco should be made while supplying jute bags.
- 5.4. The new B-Twill 50 kg packing Jute gunny bags to be supplied in bundles containing 500 Nos (or in conveniently countable packing). Supplier should follow branding if applicable, colour coding and quality as per the Govt. of India/Jute Commissioner guideline which may change time to time.
- 5.5. New bags should be free from cuts, holes & tears, sun fading etc. Grains when filled in the bag, it should not bleed out, i.e. there should not be any grain loss from the filled bag.
- 5.6. Seams of the bag should be intact, i.e. the seams of the filled bags should be intact after filling rice.

**6 Tentative Quantity Requirement For the year 2022 (Quantity will be intimated separately to registered suppliers)**

Name of the District	Jan'22	Feb'22	Mar'22	Apr'22	May'22	Jun'22	Jul'22
Alappuzha	3960	6600	7480	1320	7480	9727	12342
Kottayam	26981	29436	26541	36476	26541	46289	51194
Ernakulam	385947	448076	631186	701929	631186	818429	896798
Thrissur	7806	11691	8457	8303	8457	9508	10006
Palakkad	163525	137653	162444	222472	162444	275149	306810
Total	588218	633456	836107	970499	836107	1159102	1277150

Name of the District	Aug'22	Sep'22	Oct'22	Nov'22	Dec'22	Grand Total
Alappuzha	9809	5280	10995	4840	4400	84233
Kottayam	42068	25027	15726	23760	35640	385679
Ernakulam	786119	490464	816132	276559	520111	7402934
Thrissur	8246	5166	12148	0	11268	101055
Palakkad	342346	142845	201131	18136	160525	2295478
Total	1188589	668781	1056131	323294	731944	10269378

**7. Inspection of Bags**

- 7.1. The quality inspection of the bags shall be done by competent agencies. The quality inspection by the designated agency shall be done within a week of the supplier/the successful bidder requesting for the inspection of the bags.

7.2. The cost of quality inspection will be borne by the suppliers.

## **8. Order for Supply**

- 8.1. The short-listed suppliers who qualify in e-auction for each destination will be issued with Supply orders / indents by Supplyco.
- 8.2. Supply of required quantity should be as indented by Supplyco. Supplyco at his sole discretion may place Supply orders/indents by LETTER/E-MAIL. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of new bags of 50 kg at the designated delivery points in various districts. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of new Gunny bags shall be as per specifications prescribed should be delivered within the specified working days (mentioned on the supply order) from date of issue of indent at the delivery locations in various districts.
- 8.3. Non-acceptance of supply order/indents within 02 working days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited and may blacklist (as per the discretion of Supplyco) from participating in the subsequent e-auctions.
- 8.4. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of EMD (margin money) and S.D.
- 8.5. After utilization of supplied stocks at the delivery centers and it is noticed that the supplied bags are not in conformity with the specifications prescribed, such materials are liable to be rejected and appointed supplier will be called upon to make good the same /recovery of cost as per discretion of Supplyco.

## **9. Terms and Condition for Delivery and Delayed Delivery Charge**

- 9.1. **The successful bidder shall have to supply the ordered quantity of new gunny 50 kg Jute bags as per the specifications prescribed against the purchase order issued by Supplyco. Supplier shall obtain the details of quantity from Supplyco.**
- 9.2. The successful suppliers should take adequate precautions to prevent damage or deterioration to new 50 kg bags during transportation. He should also insure the stock during transit at his cost.
- 9.3. The successful suppliers should deliver (FOR basis) at his cost the new 50 kg Gunny bags to the designated delivery centers as per the supply order / indent issued by Supplyco.
- 9.4. It is the sole responsibility of the supplier to collect the defective stocks from storage points and the gunnies should be replaced at the cost of supplier at any stage if it is found inferior/broken or damage.
- 9.5. There may be variation of +/-10% in the quantity of bags to be supplied by the suppliers at the procurement Centre
- 9.6. All necessary permissions required for supply of bags from all government agencies, local bodies, Jute Commission shall be the sole responsibility of the bidders.

### **Delayed Delivery Charge**



- 9.7 If the Supplier fails to deliver after the schedule of delivery prescribed it may attract delayed delivery penalty. In case of delayed supply as per the above given delivery schedule, liquidated damages for delay in supply shall be recovered pro rata basis i.e. on per day basis computed @ 1% for 10 days (1%x1/10 per day). Normally no stock will be accepted after 10 days of these delayed penalty period. If any depot required urgent stock and accept the goods after the said period, penalty shall be recovered on the same on pro rata basis i.e. 0.1% for each additional day.
- 9.8 Beyond 10 days of penalty period, the entire earnest money deposit and Security deposit (total 5% purchase order value) of the supplier will be forfeited by NeML and transferred in to Supplyco account. This will get in to effect provided the total quantity delivered is less than 75% of the Purchase Order quantity.
- 9.9 Default in supplies partly (maximum up to 25% of PO quantity) on account of quality and quantity or delay in supply will result in proportionate forfeiture of earnest money deposit and security deposit (total margin money). i.e. if the quantity of goods supplied is less than permissible allowable limit of 10%, in such a case the value of Shortfall quantity (Total quantity – actual delivery quantity) at 5% will be forfeited and transferred to Supplyco Account by NeML provided such shortfall quantity cannot be more than 25% of the purchase Order quantity.
- 9.10 If delayed delivery or non-supply of quantity is less than 10% of the Purchase Order Quantity, no penalty will be imposed.
- 9.11 The approved unloading charges to be paid by the contracted millers.

## 10. **Terms of the Payment**

- 10.1. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Supplyco will pay the eligible trade amount within 10 working days from the date of submission of bills by the Supplier.
- 10.2. The bill amount supposed to be paid to supplier by Supplyco will be as per the Goods Received Sheet (GRS) at delivery points.
- 10.3. Supplier shall submit the final invoice and documents related to acknowledgement of gunny bags delivered at delivery points directly to Supplyco through e-mail, courier, FAX or in person.
- 10.4. Suppliers shall note that it will be the sole responsibility of the Supplyco to release payment against supplied bags to the suppliers. NeML is an e-auction agency and any supplier will not have any rights to held NeML responsible for delay of payments against the supplied bags. Suppliers shall only follow up with Supplyco for release of their payment.

## 11 **Process of electronic Auction**

- 11.1. 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 Supplyco. They will be allotted with member ID and password by NCDEX E Markets Ltd and the registered sellers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.

- 11.2. The NeML in consultation with the Supplyco, will schedule the auctions for each lot or district wise and such details viz., e-auction calendar will be published on the website of Supplyco & NeML). The registered sellers are requested to go through the auction calendar carefully before participating in e-Auction.
- 11.3. The registered suppliers shall not be intimated individually regarding the e-auctions.
- 11.4. The registered sellers need to deposit EMD (margin money) as per clause no-2 of this document in the dedicated Escrow Account provided by NeML by way of RTGS or electronic fund transfer.
- 11.5. The successful bidders will have to deposit Security Deposit equal to 5% of the total contract value. The Security Deposit shall be deposited within 4 (four) working days after the award of e-auction.
- 11.6. The bidder member should intimate NeML for the transfer of funds on the CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)
- 11.7. The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in dedicated Escrow Account provided by NeML. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.
- 11.8. Only the EMD (Margin Money) of the winning bidders would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(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.
- 11.9. In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions.
- 11.10. The bidders shall place their bids online on <https://market.neml.in>, the online trading system made available by NeML as per the terms and conditions of the E-Auction.
- 11.11. The price quoted shall be in **Rupees per bag** for each district/lot basis and are\_inclusive of all incidental expenditure including **stenciling charges**, Storage Charges, transaction charges, taxes including GST if any payable. Inclusive of cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weightment charges payable to weighbridge if any and any other expenses incurred for making delivery to the respective delivery center in the Districts. The Bids of all Bidders who have participated in the E-Auction must remain valid for a maximum period of 04 working days from the date of auction.
- 11.12. No cancellation of Bids shall be allowed during an auction session.

- 11.13. The results of the E-Auction as declared by Supplyco, are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept awarded Sale order within the time schedule as per by the successful bidder shall result in the forfeiture of the EMD (Margin money).
- 11.14. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NCDEX E Markets, inter-alia, for the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password.
- 11.15. The Bid of the Lowest bidder of online bidding/E-Auction session (online bidder) will be declared as the successful bidder by Supplyco, subject to necessary scrutiny within the validity period of bid. Supplyco shall evaluate the bids after conclusion of e-auction and has the right to reject any bid/bids including the lowest bid if found not competitive.
- 11.16. SUPPLYCO and the NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform <https://market.neml.in>. In case of any technical problems at NeML Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly. The details of rescheduled auctions will be uploaded on the web site
- 11.17. The Request for proposal for empanelment of Sellers, the terms and conditions of Tender for Purchase of new gunny bags, amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email Confirmation/Fax/Circular issued by Supplyco., shall constitute the terms and conditions of Contract between the Seller and the Buyer.
- 11.18. In case of successful bid of the seller the margin money i.e. EMD & S.D will be refunded by Supplyco after full delivery of stocks by the successful seller in accordance with the terms and conditions of tender. The EMD & S.D will be subject to the deduction of NeML transaction charges.
- 11.19. In case of unsuccessful bid of the bidder the margin money i.e. EMD will be refunded the next working day by NeML. The unsuccessful Bidder would submit the request on CTracker module for refund of EMD.
- 11.20. The successful bidders will be charged transaction fee of 0.4 % (zero point four per cent) of the traded value and applicable GST by NeML. The transaction charges payable by the successful bidder to NeML will be calculated on the Trade Value. NeML transaction charges will be deducted from the EMD of the bidder..
- 11.21. If the successful bidder is exempted from depositing EMD under the MSME clause, then that bidder shall separately deposit the NeML transaction charges of 0.5% of the total contract value as per clause 8.26 in NeML escrow bank account within 04 working day from the date of award of e-auction. Failure to deposit NeML transaction charges will be treated as breach of the contract and e-auction award will stand cancelled. NeML will be providing e-auction platform for the purpose of price discovery. It shall not take any

responsibility whatsoever in connection with any disputes that may arise during the tenure of the 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 15 below.

**12.. Scheduling of auction**

12.1 Based on the requirements, SUPPLYCO through their Head Office will notify NCDEX e Markets Ltd to schedule auctions on periodic basis. Further such details will be posted on the web site of SUPPLYCO ([www.supplycokerala.com](http://www.supplycokerala.com)). Neither the SUPPLYCO nor NCDEX e Markets Ltd will individually intimate to the registered suppliers regarding the e-auction schedule.

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

12.3 Every batch manufactured and marked for supply lot wise or by random sampling method shall be subjected to inspection, analysis of sample, testing and certification by SUPPLYCO Quality Assurance Committee at unloading point.

The goods delivered at the respective storage points by the suppliers may be subjected to examination within 7 days of post-delivery by the respective PMO (paddy marketing Officer)/ authorized Supplyco Representatives. The liability of the supplier extended to 2 months from the date of supply. In case any discrepancy in the goods is found such disputed quantity shall be replaced within the delivery time by the supplier by taking the grace period of examination time. The results or the report of the random testing done by supplyco at the storage points locations should be submitted within 15 days post sample collection from the storage points

**13. EMD (Earnest Money Deposit)**

13.1 The registered suppliers need to deposit 1% of the value of goods as EMD (Earnest Money Deposit) with the NCDEX e Markets Ltd in the individual participant virtual bank account ids provided to each participant by NeML

- RTGS Transfer
- Direct Deposit/Transfer

13.2 The bidder member should intimate NCDEX e Markets for the transfer of funds through the CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)

13.3 The bidders shall be allowed by NCDEX e Markets to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX e Markets Ltd. The amount deposited as E.M.D (Earnest Money Deposit) would determine the bidding capacity of the bidder.

13.4 Only the EMD (Earnest Money Deposit) of the lowest bidder would be blocked by NeML. EMD (Earnest Money Deposit) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NCDEX e Markets on the withdrawal

request made by the bidder through CS Tracker Module latest by one day from the day of close of e-Auction.

13.5 EMD may be forfeited if the supplier resiles from the terms and conditions.

#### **14 Security Deposit (SD)**

14.1 The successful bidder upon receipt of communication regarding acceptance of bid by SUPPLYCO or NCDEX e Markets Ltd, shall arrange to transfer an amount equivalent to four percent (4%) of the value of the order as security deposit within 4 (four) working days by way of electronic fund transfer into the virtual bank account ids provided

#### **15. Validity of Bids**

The bids will be valid for a maximum period of **four working days** from the date of conclusion of e auction. SUPPLYCO will communicate the acceptance or rejection of the bids within the above time frame.

#### **16. Warranty Clause**

The Supplier shall be responsible and be liable, free of cost, to replace or reprocess or repair or remove at the option of the Supplyco, the Commodity supplied under this order or any part thereof that needs replacing or reprocessing or repair or removal by reason of any defects in the commodity or packing brought to the notice of the Supplier within two months (60 days) of receipt of the commodity at the storage points.

Any quality deterioration due to manufacturing defects, Supplier is liable to replace / repair the same. Whereas if the quality deterioration or damage of the bags is due to the mishandling by the CMR Mills, supplier is not liable for it. In case of any dispute, Supplyco officials will check quality of the bags in the presences of Supplier or his nominee. The decision of Supplyco will be final and both parties are obliged to accept it.

For ensuring the warranty every supplier should submit warranty Form (Form vi-A) along with each consignment. (Refer Annexure-)

#### **17. Assaying**

17.1 Each and every consignment should be inspected as per SUPPLYCO norms by SUPPLYCO Quality Assurance team. In case of dispute or rejection by SUPPLYCO, the supplier can opt for rechecking, then SUPPLYCO may collect the samples at the storage points in the presence of Supplier or his nominee and get the samples tested for quality assurance within 7 days from the day of delivery by the supplier. The quality of bags will be evaluated based on specified quality parameters as detailed in clause 5. The results of such testing will be binding upon both parties. The cost of such assaying will be borne by the supplier. The stocks which fail the test have to be taken back and replaced by new stock by the Supplier at his own cost within 10 Working day (ten working day) from the date of intimation by the respective Supplyco officers. Storage charges on

rejected stock shall be charged **@ Rs.5/- per 50 kg bundle per day** (from the 11<sup>th</sup> working day onwards) until the period of removal after giving grace period of 10 working days from the date of intimation of non-acceptance over e mail or through Fax.

Suppliers may note that the cost of assaying will be borne by them if the sample fails in the test and such costs will be deducted while making the payment for supplies made.

- 17.2 The copies of of invoice / delivery challan and form vi-A/ shall be handed over to Supplyco officials at the time of delivery. Deliveries without valid documents will be rejected and will not be inwards.
- 17.3 Consignment will be unloaded at the designated storage points during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the Officials/representatives of Supplyco will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of jute bags based on the assaying report submitted by the Supplier, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- 17.4 If the Quality Assurance Team of SUPPLYCO is in doubt of the quality of bags supplied then they would arrange to draw samples in the presence of the supplier or his nominee and forward the same for testing and certification as per Clause 6.2 / Clause 8.2 within 7 days of receipt of the goods.
- 17.5 **After unloading the** invoice / delivery challan, Form vi-A (warranty forms) shall be handed to the **SUPPLYCO Officials**

## 18 Appeal

In case, there is a conflict on quality at the unloading point between the supplier and the SUPPLYCO, the supplier has the right for an appeal by paying prescribed Fee to Supplyco and with a duly signed letter /fax/ email to Supplyco for re testing of stocks within 7 days from the date of issue of inspection note. On receipt of all such appeals Supplyco would get the disputed goods sample verified by the Quality Appellate Committee of SUPPLYCO, which is constituted as per the Honorable High Court of KERALA directions vide OP 14879/2003. The Committee consists of five or more members chaired by Manager QA, SUPPLYCO including an external expert from

Government Institutions viz, FCI, CWC, BIS etc. or from a reputed NABL accredited Laboratory. The decision of the committee would be final and binds on both parties

**19. Cancellation of Agreement: -**

19.1 The supplier, if breaches any condition or clause of the agreement the Supplyco is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.

19.2 If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by Supplyco then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against Supplyco

**20. FORCE MAJEURE:**

The terms and conditions hereof shall be subject to force majeure. Neither Supplyco nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Supplyco for each consignment/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the supplier pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

**21. ARBITRATION**

All disputes relating to e auction or otherwise arising there between the supplier and Supplyco shall be settled by mutual discussion, failing which the dispute may be referred to a sole arbitrator as per Arbitration and Conciliation act 1996. The award of the Arbitrator shall be binding all the parties. The contract will be subject to the jurisdiction of competent Court in Ernakulam.

Further you are requested to verify all clauses in the draft agreement in factual angle and confirm it is in true with the norms of the Corporation.

**Annexure - 1**

**APPLICATION FORM FOR COMMODITY PARTICIPANTS OF NCDEX e-Markets Limited (NeML)**

1. Name of Applicant (Company)

2. Constitution:

Individual  
Sole Proprietorship  
Partnership Firm  
Corporate - Pvt. Ltd.  
Corporate - Public Ltd – Listed  
Corporate - Public Ltd – Unlisted  
Co-Operative Society  
Govt Or Governmental Organization  
Others – Please Specify

3. Date of Birth / Incorporation / Registration / Proposed:

If Corporate/Partnership: Yes / No

4. PAN No.: \_\_\_\_\_ Yes / 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.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

6 (A). Name of Stock / Commodity exchange/s on which applicant is a Member.  
(As per Form CP-1)

Exchange Name 1  
Exchange Name 2  
Exchange Name 3  
 None (if none, please tick in checkbox)

6 (B). Name of Stock/Commodity Exchange/s on which Any Director / Dominant Promoter /  
Partner is a Member. (As per Form CP-1)

Exchange Name 1  
Exchange Name 2  
Exchange Name 3  
 None (if none, please tick in checkbox)

7. Authorized Signatory/ies Details

Name:

Address:



City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

8. Address of Registered Office:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

9. Address for Communication:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

10. Name & Address of the Bankers with facilities enjoyed, if any

A) Bank Name and Address:

B) Account No.:

C) Account No.:

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

11. Annual Turnover for Last 2 Years (In Lakh Rupees):

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

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

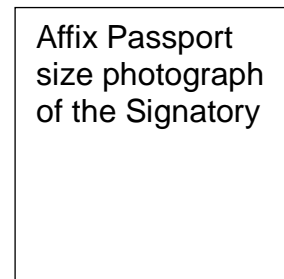
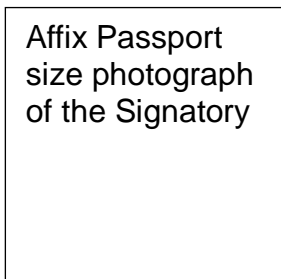
13. Names of Commodities in which Trading is done:

14. Whether any Godowns are owned by any Party:

Details of Godowns (No. of Godowns, Capacity, Location & Commodities Stored):

**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 Commodity Participant/ Auction membership or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership.



Signed:

Name:  
Designation:  
Date:  
Place:

Signed:

Name:  
Designation:  
Date:  
Place:

Application to Be Signed by:

For individuals: - By the Individual himself/herself

For partnership firms: - By any two working partners of the firm

For Co-operative Societies: - By two persons duly authorized by resolution in accordance with Bye Laws of the society (submit copy of the relevant resolutions, duly signed)

For Corporates / Institution: - Managing Director/Whole Time Director/any other person authorized by the Board. (submit certified true copy of the relevant Board resolution)

Annexure-2

Schedule-IV

**(This format can form an integral part of the bill / invoice or can be given separately at the Depots with each load)**

FORM VI – A

**Form of Warranty**

Invoice / Bill No.

Place

From

Date

To

.....

Date of Sale Price	Nature & Quantity Of Article/Brand Name if any	Batch No./ Code No.	Quantity
1.	2.	3.	4.
5.			

.....

.....  
.....

.....  
.....

I/ we hereby certify that food/foods mentioned in this invoice is / are warranted to be of the nature and quality which it / those purports/purport to be and is as per the quality and other specifications in the tender form, in all respects.

Name & Address of manufacturer/tenderer  
manufacturer/  
Packet in case of packed articles.  
Tenderer.

Signature of  
Distributor / Dealer /  
License No.  
(Where ever applicable)

Annexure- 3

Immediate

No.15-35/2020.Py.III (E.373783)

Government of India

Ministry of Consumer Affairs, Food & Public Distribution

Department of Food & Public Distribution

\*\*\*\*

Krishi Bhavan, New Delhi.

Date: 29/04/2021

To

The Secretary, Food & Civil Supplies Department,  
Government of Andhra Pradesh, Assam, Bihar, Chhattisgarh, Gujarat,  
Haryana, Himachal Pradesh, Jammu & Kashmir, Jharkhand,  
Karnataka, Madhya Pradesh, Maharashtra, Nagaland, Tripura,  
Orissa, Punjab, Rajasthan, Tamil Nadu, Telangana, Uttaranchal, Uttar  
pradesh, West Bengal, Andaman & Nicobar Islands, Chandigarh,  
Delhi and Puducherry.

Subject: Colour Coding of Gunny Bags to facilitate identification of  
crop year of stock for KMS 2021-22.

Sir/ Madam,

I am directed to say that it has been decided with the approval  
of Competent Authority to adopt **BLUE** colour coding for gunny bags  
for KMS 2021-22. The colour coding will be in the manner as  
indicated below:

1. Stencil or Branding as per indenters' requirements shall be  
in **"BLUE"** colour
2. Marking or stitching on the mouth of the bag after filling the grain  
will be done by the FCI/State Agencies in **"BLUE"** colour.
3. For identification marking of marketing season, there will be color  
coded strip/s on every jute bag. Width of each strip will be of 4  
threads. Each strip will be running along the length of the Bag and  
shall be in **"BLUE"** color.

**For bags to be supplied through Jute Commissioner of India.**

4. (I) Single strip is to be printed for bags to be supplied through Jute

commissioner of India. This single strip shall be printed at a distance of about 150 mm away from any selvedge of the bag.

4. (ii) For supply of jute bags to Andhra Pradesh, Telangana, Tamil Nadu, Kerala and Karnataka through Jute Commissioner of India, an additional **Black colour strip** will be printed on each bag at a distance of about 150 mm away from other selvedge of the bag.

**For bags not purchased through Jute Commissioner of India.**

5. For jute bags not purchased through Jute Commissioner of India, two strips shall be printed on each bag. Each of two strips shall be printed at a distance of about 150 mm away from the respective selvedges of each bag.

6. This issues with the approval of the competent authority.

Yours faithfully

Signature not Verified  
Digitally signed by **INDERDEEP KANDWAL**  
Date: 2021.04.29 12:56:56 IST

(Inderdeep Kandwal)  
Under Secretary (Py.III)  
Ph: 011-23384448

Copy to

1. Chairman, FCI, New Delhi.
2. ED (Proc) FCI, New Delhi.
3. Jute Commissioner, Kolkata
4. Chairman, IJMA, Kolkata.