

BSE E - AGRICULTURAL MARKETS LIMITED (BEAM)

Circular No: BEAM/TRADING/078

Date: 14/December/2023

Subject: Maharashtra Govt (Food Civil Supplies and Consumer Protection Department) Sugar offered for supply on the platform of BSE E - Agricultural Markets (BEAM) Limited through Reverse e-Auction on 22nd December 2023

To all the Participants of BSE E - Agricultural Markets (BEAM) Limited.

All Trading & Clearing members and Commodity Participant Members are hereby requested to take a note for reverse e-auction called by Food Civil Supplies and Consumer Protection Department (MH) for Procurement of Sugar for the 3 Months Supply (October, November & December 2023) through BSE E - Agricultural Markets (BEAM) Limited. The amendment is regarding delivery period and verification of satisfactory supply certificate.

The contract note cum terms and conditions for supply of Sugar for the 3 Months Supply (October, November & December 2023) to Food Civil Supplies and Consumer Protection Department, Govt of Maharashtra is as per Annexure attached herewith. The transactions therein will be subject to circulars, directives & notices issued by the BSE E - Agricultural Markets (BEAM) Limited from time to time.

For and on behalf of BSE E - Agricultural Markets (BEAM) Limited.

Mr. Prabhakar Singh
AGM -Business Development

For Further Information / Clarifications, Please Contact:

1. Customer Service Group on Phone: 022 – 22725048, beam.customer@bsebeam.com
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**Terms and Conditions for e procurement of crystal-clear sugar by Food, Civil Supplies and
Consumer Protection Department through BSE E - Agricultural Markets (BEAM)Ltd**

**The Food, Civil, Supplies & Consumer Protection Department (Government of Maharashtra)
Mantralaya, Off Vidhan Bhavan Marg, Mumbai-400 032**

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Empanelment of suppliers for supply of Refined and/or Cane Sugar to The Food, Civil Supplies & Consumer Protection Department the year 2023-24 under e-procurement mode.

The Food, Civil Supplies & Consumer Protection Department has invited applications from the eligible Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors for enrolment as registered suppliers for supply of Refined and/or Cane Sugar. The procedure for enrolment, registration and terms and conditions of supply under the e-procurement mode for supply of Refined and/or Cane Sugar is detailed below: -

The Food, Civil Supplies & Consumer Protection Department shall follow e-procurement mode and has entrusted the same to BSE E - Agricultural Markets (BEAM) Ltd, for conducting electronic auction system for procurement of S- 30 Refined and/or Cane Sugar from registered suppliers.

1. SCOPE OF WORK: -

The Food, Civil Supplies & Consumer Protection Department, being the appointed agency for procurement of Refined and/or Cane Sugar by Government of Maharashtra proposes to procure the Refined and/or Cane Sugar from the month of June,2014 from the Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors through e-procurement process.

The requirement of Refined and/or Cane Sugar (S-30 grade) will be 64174 quintals for the months of (October,

November & December 2023). **The e-auction will take place for Single lot of the total quantity i.e total required quantity of all the districts in the state of Maharashtra with its corresponding supply quantity need to be supply as per the district wise requirement provided in this Terms & Conditions document.** The list of all districts, wholesale points and the approximate quantity of the Refined and/or Cane Sugar required may be seen in Annexure-1. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the department from time to time.

The Refined and/or Cane Sugar will be procured from the registered Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors as per the eligibility criteria mentioned in Section-2.

In order to facilitate Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors to participate in e-procurement process, registration with BSE E - Agricultural Markets (BEAM) Ltd. is mandatory. The procedure for registration with BSE E - Agricultural Markets (BEAM) Ltd. is detailed in section-3.

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

After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by the Food, Civil supplies & Consumer Protection Department to the suppliers within 07 working days from date of submission of bills as per the procedure stipulated in Section-11 to the respective account of the suppliers by electronic fund transfer.

2. ELIGIBILITY/PREQUALIFICATION CONDITIONS:

1. Qualification Criteria:

The bidder must meet the following pre-qualification requirements to become eligible for the commercial evaluation,

| # | Basic Requirement | Eligibility Criteria | Documents to be submitted |
|------|-------------------|--|---|
| PQ 1 | Payment of EMD | The bidder, (a) Should have paid an EMD of INR <u>1Crore</u> (Rupees <u>ONE CRORE</u> only) online | EMD should be submitted online only by the payment methods available on the web portal |
| | | The Bidder should - a) Either be a sole proprietorship firm or Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of | Bidder shall submit the following documents - • Copy of Certificate of Incorporation / |

| | | | |
|---------|--------------|---|---|
| PQ 2 | Legal Entity | <p>Companies Act of 1956 or 2013) or a Limited Liability Partnership (duly registered under the LLP Act, 2008) or a Cooperative society (duly registered under the MSCSA, 2002 or the State Cooperative Act) or Government Agency or PSU or Trader</p> <p>b) Should be involved in sourcing, and supply of various finished agricultural products atleast from last three financial years.</p> <p>c) Should have registered office with legal presence in Maharashtra</p> | <p>Registration / Partnership deed/ Byelaws/ AoA/MoA/ Power of attorney or any other relevant documents</p> <ul style="list-style-type: none"> • Copy of PAN • Copy of GST certificate • Self-declaration regarding legal presence in Maharashtra • Copy of valid FSSAI registration / Certification of FDA or any such regulatory or statutory authority |
|---------|--------------|---|---|

| | | | |
|---------|----------|--|--|
| | | d) Should have license / certificate issued by FDA/FSSAI (or such other regulatory or statutory authority) for supply of such eatable items | |
| PQ 3 | Turnover | The Bidder's average annual turnover should be minimum Rs. 50 crores (Rupees Fifty crores only) during the last three (3) audited financial years (FY 2020-21,2021-22 and 2022-23) | <p>Bidder shall submit the following documents -</p> <ul style="list-style-type: none"> • Audited Balance sheet and financial statements of the Bidder for the last 3 financial years (FY 2020- 21,2021-22 and 2022-23) • CA certificate as per Annexure |

| | | | |
|---------|---------------------|---|--|
| PQ 4 | Relevant Experience | The Bidder should have following relevant experience of supply of Sugar minimum of Rs. 10 crores to Central Government, State Government, Union Territories in India during anyone (1) year out of last two (2) financial years 2021-22 and 2022-23) or in Current financial year 2023 – 24 upto 30.11.2023 | Bidder shall submit the following documents - 1. Relevant Work Orders or Contract agreements or Award of Contract or LoI Experience should be submitted clearly stating the scope of work performed 2. Details of each supply experience as per format in Annexure |
| PQ 5 | Sample Testing | Samples of Sugar bag as per specification should be submitted in sealed bag for testing from NABL accredited lab to the department. | The samples of given specification should be submitted to before the auction date deadline to: “FADS office, FCS & CP, 8 th Floor, New Mantralaya, GT Hospital complex building, LT Marg, Mumbai – 31” |
| PQ 6 | Positive Net Worth | The bidder should have minimum positive net worth of Rs. 15 Cr. as on 31/03/2023. | CA certificate as per Annexure |
| PQ | Not | No bidder should be declared as ineligible or blacklisted by any entity of Government of India / Government of Maharashtra / | Declaration letter by bidder as |

| | | | |
|-------|------------------|---|--|
| 7 | Blacklisted | other State Government / PSUs for participation in future bids for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices during last 3 years as on date of submission of Bid. | per format given in the Annexure |
| PQ8 | Transport | The bidder should have at least 50 numbers of owned transport vehicles with valid permitted licence and insurance. | The bidder should submit RTO registration book copy and other relevant documents such as insurance, PUC, etc |
| PQ9 | Packing Unit | The bidder should have all the necessary infrastructure for packing of sugar. 1. The bidder must furnish a list of machineries installed in his premises and a latest certificate from a Chartered Engineer (India), stating that the machineries are sufficient to meet the packaging requirement of sugar as per product specification given under this auction | Bidder must have following Licenses in his names. 1. MPCB 2. Factory Act 3. FSSAI / FDA 4. Latest certificate from Chartered Engineer (India) |
| PQ 10 | Storage Capacity | The bidder should have all the necessary Storage facility for storage of sugar. | 1. The bidder must have storage facility minimum of 10000 Sq. ft. as storage Godown. And should produce a latest certificate from chartered engineer to that effect. |

Additional Points:

- i. Any bid failing to meet any of the required above qualification criterias shall be disqualified.
- ii. Change in bidder status during bidding stage: It is bidder's responsibility to bring any change to the notice of Food, Civil Supplies and Consumer Protection Department if there is a change in the status of the bidder during bidding stage, with reference to any of the above-mentioned criteria for Qualification.
- iii. All above documents should be duly self-attested. Non-attested documents will not be considered.
- iv. No consortium and joint-venture of scope of work is allowed.
- v. All the pages of the RFP document shall be signed before submission of Tender. The tender submitted along with confirmation deemed that the bidder is aware and understood all the terms and conditions of this tender document.

- vi. The supply of food items does not include milling of paddy, dal, etc commodities.
- vii. The supply of food items does not include only transportation of agri commodities.
- viii. Department/DSO will do Plant Visit of the Technical Qualified Bidder before the Auction Commercial Bid date. The sample quality verified and Plant verified bidders by the Government will be allowed to participate in the auction.
- ix. Bidders, which fail in the physical inspection or whose samples collected during the course of plant visit are not found as per specifications on being tested from NABL Laboratory shall stand disqualified and Financial Bid of such Bidders shall not be opened.

9.1. Extension of Contract Period

The Supplier shall remain in force for a period from the date of appointment or till the specified period as entrusted by Government from time to time allotted and entrusted to the Supplier during the above period of supplies.

The contract can be extended by the Secretary, FCSCPD at his/her sole discretion on the same rates, terms and conditions for a further period of 3 months after reviewing at every 3 months interval as determined by her/ him keeping in view of public interest. The e-tender of the department in extending the contract shall be final and binding on the Supplier and shall not be called in question.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION:

The Sugar Manufacturing Units should have proper valid license by the concerned authority for manufacturing/processing and storing of Sugar- 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 in Sugar/Food grains, a copy of which may be submitted.

Attested copy of audited balance Sheet and profit / loss account for past two years duly certified by Chartered Accountant if it is a own manufacturing unit. In respect of Traders and Processors attested copy of balance Sheet and profit / loss account for past three years duly certified by Chartered Accountant shall be submitted.

Applicants shall submit attested copy of the Income Tax returns of last two years with a copy of a PAN card attested by authorized signatory.

Attested copy of Certificate of registration under GST Tax Act as applicable in the state.

An affidavit on Rs 200 non judicial stamp paper regarding:

- 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.
- Not having been blacklisted by any organization or Government for non-performance of contractual obligation.

In case of partnership firm or Co-operative or Corporate, the Sugar Manufacturing Units, Trading firms and processing units should furnish a copy of the partnership deed or byelaw or memorandum. In case of partnership firms, the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Co-operative / 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.

In case of supplier who has entered in to lease agreement with the Sugar Manufacturing Units the copy of the legally registered lease agreement duly certified by the Chartered Accountant shall be enclosed. Both lessor and the lessee shall also submit an affidavit as per clause 3.5. In case of Trader who has entered into trading agreement/arrangement with a Sugar Manufacturing Unit copy of the relevant document shall be furnished.

The Sugar Manufacturing Units, Trading firms should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.

The address proof of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority or Telephone bill/ electricity bill. It should be submitted along with the application.

Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

The new applicants have to deposit the registration fee of Rs 5000/- (exclusive applicable GST) along with the documents. The registration fee can be directly transferred to the BEAM's bank account given below. The members will be allowed to participate in Maharashtra State food and civil supplies auction of Sugar only for the year 2023-24. The existing members (TCM, CP) of BEAM who have renewed the membership for the year 2023-24 need not pay registration fee to BSE E - Agricultural Markets (BEAM) Ltd.

Bank Details for Membership Fee & EMD

Beneficiary name: BSE E Agricultural Markets

| Bank Name | A/c Type | A/c No | IFSC Code |
|------------|----------------|----------------|-------------|
| HDFC Bank | Settlement A/c | 57500000596221 | HDFC0000060 |
| ICICI Bank | Settlement A/c | 000405127189 | ICIC0000004 |
| IDFC Bank | Settlement A/c | 10087298240 | IDFB0040111 |

The application for registration and terms and condition with relevant Annexures can be downloaded from the website www.mahafood.gov.in. Requests for forwarding applications through post / couriers will not be entertained.

The interested applicants may also visit website www.bsebeam.com for any relevant information regarding enrolment as participant on BSE E - Agricultural Markets (BEAM) Ltd.. Interested participants can also contact the Customer Service Group on below phone numbers 022 – 22725048 or Email: beam.customer@bsebeam.com

4. EVALUATION OF APPLICATION FOR REGISTRATION:

Eligible suppliers will be issued with User ID and Password by BSE E - Agricultural Markets (BEAM) Ltd. after evaluating the documents & receipt of the registration fee.

Such registered suppliers are eligible to participate on electronic bidding system (e-auction) for sugar conducted by BSE E - Agricultural Markets (BEAM) Ltd. as and when scheduled.

5. SCHEDULING OF E-AUCTIONS:

Based on the requirements, The Food, Civil Supplies & Consumer Protection Department through their Head Office will notify BSE E - Agricultural Markets (BEAM) Ltd. to schedule auctions on a periodic basis. Further such details will be posted on the web site of Maharashtra State Food and Civil Supplies Corporation Ltd. (www.mahafood.gov.in). Neither the department nor BSE E - Agricultural Markets (BEAM) Ltd. will individually intimate to the registered suppliers regarding the e-auction schedule.

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

6. QUALITY PARAMETERS:

The quality parameters for Refined and/or Cane Sugar (S-30 grade) are detailed below for the reference of all eligible suppliers. The Food, Civil Supplies & Consumer Protection Department has the right to alter the parameters at its own discretion before notifying the e-auction schedule.

Sugar of the current year production should be of white crystalline product extracted from unfermented and undecayed sugar cane by sulphuration process, free from any foreign matter, coloring agent, taste and odor and have the sweet taste characteristic of white sugar whether dry or in solution, it should be sparkling white in color, free flowing and free from dirt and other extraneous contamination for human consumption and specifications as detailed below:

| Sr.No. | Specifications | ISS GRADE SUGAR S-30/31 |
|--------|----------------|--|
| 1 | ICUMSA | Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar analysis Methods book |
| 2 | Polarization | 99.80 % Min |
| 3 | Grade | Sugar (S-30/31) |
| 4 | Moisture | 0.08 % Max |
| 5 | Ash Content | 0.04 % Max |
| 6 | Solubility | 100 % Dry and free flowing |
| 7 | Granulation | Fine/Crystal |

| | | |
|---|-----------|-----------------------------|
| 8 | Color | Sparkling and crystal white |
| 9 | Sediments | None |

The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2011 and Indian Standard Specification no: IS 5982 : 2003 and BIS Standard IS 498 : 2003 or any other connected rules with regards to adulteration .

Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters.

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

6.6 Every batch manufactured and marked for supply lot wise shall be subjected to inspection, testing and certification by an assaying agency accredited by NABL. The batch wise assaying report shall be submitted to the Food, Civil Supplies & Consumer Protection Department. The list of accredited labs of NABL from whom the Assaying report has to be obtained is as detailed in Annexure 4. Suppliers may check with the Assaying agencies listed in annexure-4 that have the scope of accreditation to certify Sugar.

7. ASSAYING:

The Supplier shall, on his own and at his cost, offer the stock of Sugar from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 6.2 above, from **any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India**. Please refer to Annexure – 4 for laboratories details. The stocks which qualify the parameters as per Clause-6.2 above shall only be supplied. Each consignment shall accompany such Assaying Certificate issued by NABL accredited food testing laboratory.

The Food, Civil Supplies & Consumer Protection Department may randomly collect the samples at the depots and get the samples tested in any of the NABL accredited laboratories independently within 15 days from the day of delivery by the supplier. The quality of Refined and/or Cane Sugar will be evaluated based on specified quality parameters as detailed in section- 6.2. The results of such testing will be final and binding on the suppliers. The stocks which fail the test have to be taken back by the Supplier at his own cost within one week from the date of intimation by the respective District Manager of the Food, Civil Supplies & Consumer Protection Department. In such cases payment will be made for such stocks which are in accordance with quality parameters as certified by the Assaying agency. Suppliers may note that the cost of assaying will be borne by them and such costs will be deducted while making the payment for supplies made.

The supplier 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 invoice / delivery challan and assaying report from the NABL accredited laboratories as per list detailed in Annexure 4 shall be handed over to Depot Manager of the Food, Civil Supplies & Consumer Protection Department at the time of giving delivery. Deliveries without valid documents will be rejected and will not be in-warded by the concerned Depot Manager.

Consignment will be unloaded at the designated warehouse during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the Depot Manager of The Food, Civil Supplies & Consumer Protection Department will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sugar 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.

In case if the Depot Manager of The Food, Civil Supplies & Consumer Protection Department is not satisfied with the quality of Sugar supplied then he would arrange to draw samples and forward the same for testing and certification as per Clause 7.2 above within 15 days of receipt of the goods.

After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice / delivery challan, assaying report and weighbridge receipts at the loading point shall be handed over to the Depot Manager of The Food, Civil Supplies & Consumer Protection Department

In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Depot Manager shall record the gross weight of the bags on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.

**8. PROCESS OF ELECTRONIC AUCTION SYSTEM ON BSE E - AGRICULTURAL MARKETS (BEAM) LTD.,
PLATFORM:**

The registered suppliers with BEAM's User ID and password are eligible to participate in the electronic bid system i.e., e-auction.

The exchange in consultation with the Food, Civil Supplies & Consumer Protection Department will schedule the auctions for total quantity of the requirement each district and such details viz. e-auction calendar will be published on the website of Maharashtra State Food & Civil Supplies Corporation Ltd.

The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the BSE E - Agricultural Markets (BEAM) Ltd.. However, the registered suppliers may contact, the Food, Civil Supplies & Consumer Protection Department office located at Mantralaya for obtaining details of schedule of e-auctions.

The registered suppliers need to deposit **INR 1Crore (ONE CRORE RUPEES)** EMD (margin money) with the BSE E - Agricultural Markets (BEAM) Ltd. accounts as provided to every Members to participate in the e auctions.

The bidder member should intimate BSE E - Agricultural Markets (BEAM) Ltd. for the transfer of funds through prescribed manner to Customer Service Group on 022-22725048/ 8989849253/ 8108908978.

The bidders shall be allowed by BSE E - Agricultural Markets (BEAM) Ltd. to bid only if the requisite EMD amount is available in the Exchange EMD Account of BSE E - Agricultural Markets (BEAM) Ltd.. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

Only the EMD (Margin Money) of the lowest bidder would be blocked by BSE E - Agricultural Markets (BEAM) Ltd.. 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 BSE E - Agricultural Markets (BEAM) Ltd. on the withdrawal request made by the bidder through e-mail latest by one day from the day of close of E-Auction.

In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.

The bidders shall place their bids online on BSE E - Agricultural Markets (BEAM) Ltd. Platform <https://bsebeam.com/> the online trading system made available by BSE E - Agricultural Markets (BEAM) Ltd. as per the terms and conditions of the E-Auction.

Price to be quoted in delivered weight and quality basis (FOR Basis), as per the quality specified for a particular district. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the lots in respect of each district.

The price quoted shall be per 100 Kilograms (Quintal) basis for district wise lots and are:

- Inclusive of all incidental expenditure, cost of assaying, transaction charges, taxes including GST, taxes if any payable for delivery at taluka level.
- Inclusive of cost of packing, transportation charges, assaying charges and exchange transaction costs to wholesale points of the Food, Civil Supplies & Consumer Protection Department within the district, transit insurance till wholesale points of department at taluka level in respect of the concerned district.

The Bids of all Bidders who have participated in the E-Auction must remain valid for maximum period of 15 (Fifteen) working days from the date of auction.

The reducing tick size shall be Rs. 1. (Rupees one only)

During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to the department by BSE E - Agricultural Markets (BEAM) Ltd.. The department after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by the department will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder. The Food, Civil Supplies & Consumer Protection Department reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

The final results of the E-Auction as approved by department are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years. The decision of the Secretary, The Food, Civil Supplies & Consumer Protection Department in this regard will be final.

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 BSE E - Agricultural Markets (BEAM) Ltd., 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. It is further suggested that Suppliers are requested to change the password frequently to protect from misuse.

The Food, Civil Supplies & Consumer Protection Department & BSE E - Agricultural Markets (BEAM) 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 BSE E - Agricultural Markets (BEAM) Ltd. /Exchange Platform <https://bsebeam.com/>. In case if e-Auctions cannot be held on scheduled date due to Server problems, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of The Food, Civil Supplies & Consumer Protection Department.

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

The successful bidders will be charged transaction charges of 0.15% of the traded value and applicable GST @ 18 % by BSE E - Agricultural Markets (BEAM) Ltd. and such amount will be deducted while settling the payment to the suppliers. All the registered suppliers who wish to participate on the e- auction shall comply with terms and conditions of e-auction.

The successful bidder upon receipt of communication regarding acceptance of bid by the Food, Civil Supplies & Consumer Protection Department BSE E - Agricultural Markets (BEAM) Ltd. shall arrange to transfer an amount equivalent to **3% (Three per cent) of the value of** the order as security deposit (SD) by way of electronic fund transfer to their escrow account provided by BEAM

9. ORDER FOR SUPPLIES:

The short-listed suppliers who qualify in e-auction for each destination will be issued with purchase orders / indents by The Food, Civil Supplies & Consumer Protection Department. The purchase order to the supplier will be issued subject to payment of prescribed security deposit with the service provider's account.

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

Quantities supplied in excess of the quantity specified in the purchase order will not be paid for. However, a variation of +/- 2 % of ordered quantity is allowed. Supply of required quantity should be as indented by the department. The Food, Civil Supplies & Consumer Protection Department at his sole discretion may place

Purchase orders/indents by FAX/LETTER/E-MAIL, pending execution of agreement. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Refined and/or Cane Sugar (S-30 grade) to the designated locations. The supply of consignment ordered shall be delivered in accordance with the purchase order/indent. Thirty (30) days' time will be given to deliver commodities indented for supply. In cases of urgency suppliers may be requested to deliver the consignment on priority basis reducing the delivery time to ten (10) days. Suppliers are bound to adhere to such delivery schedules without fail.

The suppliers are required to enter into an agreement on Rs 200/- non-judicial stamp paper to fulfill the contractual obligations as specified by the Food, Civil Supplies & Consumer Protection Department. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender.

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

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

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

Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).

At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited and action under the existing laws will be initiated to recover such losses.

In case of non-supply of stocks within the specified time limits as per purchase order/indent, The Food, Civil Supplies & Consumer Protection Department is at liberty to purchase the item from other alternative sources or initiate re auction and will recover the difference of cost from the supplier who has defaulted.

BSE E - Agricultural Markets (BEAM) Ltd. 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 BSE E - Agricultural Markets (BEAM) Ltd. shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.

10. TERMS AND CONDITIONS OF DELIVERY.

The successful bidder shall have to supply the ordered quantity of Sugar as per the specifications prescribed **within 20 days against the supply order issued by the department.**

In case of non-supply / delayed supply as per the above given delivery schedule liquidated damage for delay in supply shall be recovered to be computed @ 1% for 1st week, @ 3% for 2nd week and @ 5% for 3rd week and @ 10% for 4th week, of the value of the quantity of delayed supply from the approved supplier. In case the supplier still fails to supply the Sugar, the corporation shall have the right to cancel the supply order and make arrangements for the supply of Sugar at the risk and cost of the approved supplier / tenderer and the incidental charges incurred thereon on 14.

this account shall be deducted from the due payments of the supplier as well as from the security deposit. In addition to this the corporation shall also have the right to forfeit the security deposit of the supplier / tenderer besides black-listing the firm.

The successful suppliers should take adequate precautions to prevent damage or deterioration to Refined and/or Cane Sugar during storage/transportation. He should also insure the stock during transit at his cost.

The successful suppliers should deliver at his cost the Refined and/or Cane Sugar to the designated warehouse/storage place as per the purchase order / indent issued by Maharashtra State Food & Civil Supplies Corporation Ltd.

The successful supplier should pack the Sugar to be delivered in plastic packet of 1 Kg net pack **with labeling as provided by department** and with an outer cover of 50 Kg PP bag. The outer cover bag of 50 Kg shall be new (PP) Polypropylene bags with inner polyethylene lining and all the bags shall be machine stitched.

The quality and design of the 1 Kg pack shall be as per FSSAI norms, bidder shall ensure that the 1 kg pack shall be durable and it should not break at the time of transportation and handling.

All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety & Standards Act, 2006 and Regulations thereunder, must be mentioned on each Polypropylene Bag e.g. name and full address of Sugar Manufacturer / Co- Operative Mill / Packer, Name of the commodity, gross weight, net weight, Grade of sugar, month & year of packing of the commodity. There is no need to mention the gross and tare weight on 1 KG pack again.

11. TERMS OF PAYMENT:

After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by respective FADS of the Food, Civil Supplies and Consumer Protection Department to the suppliers within 07 working days from date of submission of bills with relevant document to the FADS, Food, Civil supplies and consumer protection department, Mumbai. As per the procedure payment to be made directly to party's bank account.

Eligible sugar suppliers in the auction should enter into agreements with the FADS department to supply. After that the certificate of supply of required sugar should be verified by the concerned District Supply Officer as per the tender. Only after this the office of the

Financial Adviser and Deputy Secretary should take further action regarding the full payment.

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

The supplier shall submit the following documents giving delivery of the consignment to the respective wholesale points of the Food, Civil Supplies and Consumer Protection Department
Commercial Invoice.

Assaying Report at the loading point from any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India. Please refer to Annexure -4 for the list
Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)

Stock Receipt issued by Depot Manager, Maharashtra State Food & Civil Supplies Corporation Ltd.

The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Food, Civil Supplies and Consumer Protection Department.

The deductions will be affected while processing the bill of the suppliers for payment. Transaction charges levied by BSE E – Agricultural Markets (BEAM) Ltd at the rate of 0.15 percent of the traded value and applicable GST @18% on Transaction charges.

The Food Civil supplies & Consumer Protection Department will release 90% of the payment against receipt of original GST invoice duly and supported by Original Copy acknowledgement of receipt of goods in good condition certified by godown keeper of respective delivery center.

The remaining 10% payment will be released to the supplier after the receipt of quality report by Lab regarding

quality of Refined and/or Cane sugar S-30 grade from NABL accredited laboratories & original acknowledgement of receipt of goods in good condition certified by godown keeper of respective delivery forwarded by DSO/FDO.

The Food Civil Supplies and Consumer Protection Department shall not be liable for payment of any interest on and bill outstanding for payment.

The department will not be liable to pay interest charges on the due/unpaid payment of the supplies or on the security deposit of the supplier.

12. PENALTY CLAUSE:

In case if the supplier fails to complete the supplies in time as per indent, the Food, Civil Supplies and Consumer Protection Department reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re-auction the desired quantity through BSE E - Agricultural Markets (BEAM) Ltd.. The difference in cost if any, for procurement of Refined and/or Cane Sugar (S-30 grade) from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD and Security Deposit will be forfeited and Corporation may also proceed with blacklisting of the firm depending on the gravity of the situation.

Failure to keep up the supply schedule by the qualified supplier will result in levy of penalty of @ 1% for 1st week, @ 3% for 2nd week and @ 5% for 3rd week and @ 10% for 4th week, for maximum delay of 4 weeks. The delay in supply under no circumstances will exceed more than 4 weeks days. The extension of supply up to 4 weeks by imposing penalty is at the sole discretion of the government of Maharashtra of the concerned district subject to necessary approval from Head office of Food Civil Supplies and consumer protection department, Govt of Maharashtra. If the situation so warrants the govt. of Maharashtra may ask to supply the goods without any extension failing which action will be initiated as per clause 12.1 above.

12.3 Any clause or clauses or part of clause/clauses of this contract may be revised during the currency of this contract, when considered necessary by the Government of Maharashtra Food, Civil supplies and consumer protection department after obtaining necessary approvals from Head Office.

In case of appointed suppliers fails to fulfill the obligation of contract by not supplying the indented goods within the stipulated time or violets any conditions or partial violation of the terms and conditions or fails to give agreement within stipulated time, he is liable to be placed under "BLACK LIST" in addition to forfeiture of the EMD (Margin Money) and security deposit and any consequential damage/loss to the department will be recovered from the supplier.

Govt. of Maharashtra, The Food, Civil supplies and Consumer protection Department, may alter certain clauses, terms and conditions of the agreement. However, in such cases the supplier will be consulted before revising such clause/clauses if necessary.

The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of adulteration in the goods supplied. Without prejudice to the right of the Food, civil supplies and consumer protection department, Govt of Maharashtra to proceed against the supplier legally for recovery of loss or damage on account of breach of contract.

The supplier shall adhere to the provisions of relevant act and rules thereupon in connection with supply of refined and/or cane sugar S-30 grade Packed in 1 KG.

Government of Maharashtra reserves the right to terminate the contract during the period of agreement, with three days' notice, for breach of any terms and conditions of the agreement or due to change in policy guidelines of the government of Maharashtra.

13. CANCELLATION OF AGREEMENT:

The supplier, if breaches any condition or clause of the agreement the Food, Civil Supplies and Consumer Protection Department 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.

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 the Food, Civil Supplies and Consumer Protection Department 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 Maharashtra State Food & Civil Supplies Corporation Ltd.

14. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the Food, Civil Supplies and Consumer Protection Department nor the contractor 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, or because of Law-and-Order Proclamation, 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 Food, Civil Supplies and Consumer Protection Department 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 contractor pleading any ground as constituting force majeure, the opinion of the management of the Food, Civil Supplies and Consumer Protection Department 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.

15. ARBITRATION:

In case of any dispute, the same will be referred to the arbitrator, the Secretary, (Food, Civil Supplies & Consumers Affairs) to the Government of Maharashtra, who shall act as the sole arbitrator and his decision shall be final and binding on both the parties. Subject as aforesaid, the provision of the Arbitration Act,1966 shall apply to all proceedings of this Act.

We agree to the above terms and conditions.

Signature of the applicant

Date:

Name:

Place:

Seal:

Annexure-1
Date of e-auction- 22/December/2023

MH FCS & CPD Sugar Reverse E-Auction Schedule for Months of (October, November & December 2023)

URL: - <https://bsebeam.com/>

EMD: INR 1Cr (ONE Crore)

| Sr No | State | Date of e- Auction | Time of e- Auction (3 Extensions of 5min each extra) | Auction Quantity (Quintals) |
|-------|-------------|--------------------|--|-----------------------------|
| 1 | Maharashtra | 22nd December 2023 | 2:30 pm to 3:0pm | 64174 |

District wise quantity requirement details:

| अ.क्र | जिल्हा | आवश्यक नियतन (क्विंटल) |
|-------|----------------|---------------------------|
| 1 | 2 | 3 |
| 1 | मुंबई शहर,ठाणे | 337 |
| 2 | ठाणे | 1359 |
| 3 | पालघर | 2728 |
| 4 | रायगड | 2338 |
| 5 | रत्नागिरी | 1058 |
| 6 | सिंधुदुर्ग | 596 |
| 7 | नाशिक | 4630 |
| 8 | धुळे | 1589 |
| 9 | नंदुरबार | 2902 |
| 10. | जळगाव | 3573 |
| 11. | अहमदनगर | 1567 |
| 12. | पुणे ग्रामीण | 1105 |
| 13. | पुणे शहर | 205 |
| 14. | सातारा | 501 |
| 15. | सांगली | 733 |

| | | |
|-----|-----------------|--------------|
| 16. | सोलापूर ग्रामीण | 895 |
| 17. | सोलापूर शहर | 121 |
| 18. | कोल्हापूर | 1474 |
| 19. | औरंगाबाद | 1802 |
| 20. | जालना | 1107 |
| 21. | परभणी | 1053 |
| 22. | हिंगोली | 635 |
| 23. | बीड | 859 |
| 24. | नांदेड | 1548 |
| 25. | उस्मानाबाद | 1003 |
| 26. | लातूर | 990 |
| 27. | बुलढाणा | 1681 |
| 28. | अकोला | 1036 |
| 29. | वाशिम | 1262 |
| 30. | अमरावती | 3769 |
| 31. | यवतमाळ | 3906 |
| 32. | वर्धा | 1436 |
| 33. | नागपुर ग्रामीण | 2007 |
| 34. | नागपूर शहर | 1298 |
| 35. | भंडारा | 1904 |
| 36. | गोंदिया | 2373 |
| 37. | चंद्रपूर | 4089 |
| 38. | गडचिरोली | 2705 |
| | | 64174 |

ANNEXURE-2

APPLICATION FOR ENROLMENT AS SUPPLIER OF REFINED AND/OR CANE SUGAR

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

| | | |
|----|--|--|
| 1 | Name of the Company | |
| 2 | Registered Address | |
| 3 | Address of the Head Office | |
| 4 | Phone No./Fax/e-mail ID | |
| 5 | Communication Address with contact details. | |
| 6 | Whether proprietary firm or partnership firm or limited company or Co-Operative Society. In case the partnership firm, the partnership deed along with, in case of firm or a company, MOA of company and the name & address of the proprietor / partner / Managing Director. | |
| 7 | Previous experience in the manufacturing/ trading/ marketing of agriculture product/ agriculture commodities/sugar (Please enclose attested copies of experience certificate / copy of supply / work orders etc.). | |
| 8 | Turn-over (manufacturing / trading / marketing of sugar / Agriculture product / agriculture commodities during the last three financial years - minimum turn over should not be less than Rs. 4 Crore in a financial year for last three financial years) duly certified by the Chartered Accountant: 2019-20 2020-21 2021-22 | |
| 9 | Current trade license details issued by the competent authority. | |
| 10 | Details of Country and source of ISS Grade-S-30, S-31 Sugar | |
| 11 | PAN given by the IT Department (copy to be enclosed). | |
| 12 | TIN No. under Sales Tax / CST Act renewed up to date. TIN No. of the State concerned where the bidder is having registered Mill / Place of Operation of Trade / Business. | |
| 13 | Registration Certificate with Central Excise Department. | |
| 14 | Copy of the Registration Certificate if it is firm / Ltd. Company / Society. | |
| 15 | Affidavit duly notarized to the effect that the applicant or any of the partners or company were never black-listed or convicted by court of law. | |
| 16 | Import license issued by competent authority for importers | |

I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier of Refined and/or Cane Sugar. The duly signed terms and conditions of RFP document for supply of Refined and/or Cane Sugar is enclosed to this application along with relevant documents.

Date:

Name & Signature of the Supplier

Place:

Address & Seal:

Annexure-3

(BSE E - Agricultural Markets (BEAM) Ltd. registration form)

BSE E Agricultural Markets Limited (BEAM) APPLICATION FORM FOR COMMODITY PARTICIPANT REGISTRATION

| Sr. No. | Details Required (Mandatory) | Particulars |
|----------------|--|--------------------------|
| 1 | Name of Applicant /Organization | |
| 2 | Constitution | Li individual |
| | | Li Sole Proprietorship |
| | | Li Partnership Firm /LLP |
| | | Li Corporate Entity |
| | | Li Co-operative Society |
| | Li Govt. Company / Govt. Organization | |
| 3 | Date of Birth (For individual) | |
| | Gender (Male/Female) | |
| | Date of incorporation | |
| | Date of Registration | |
| 4 | PAN Card Number | |
| 5 | GST Number (if registered for multiple states provide separate list) | |
| 6 | Tax Account Number (TAN) (for TDS Credit) | |
| 7 | Type of Registration: | Li Single Commodity |
| | | Li Multiple Commodity |
| 7 a. | Name of Segment in case of Single commodity (refer list) | |
| 8 | Details of the Bank Account of Applicant | |
| 8 a. | Bank Account Number | |
| 8 b. | Bank Name | |
| 8 c. | Branch Name and City | |
| 8 d. | iFSC Code | |

| | | |
|-------|-------------------------------------|----------------------------|
| 9 | Registered Office Address | |
| 9 a. | City | |
| | District | |
| | State | |
| | Pin Code | |
| 9 b. | Contact Person's Name | |
| 9 c. | Designation | |
| 9 d. | Telephone Number | |
| 9 e. | Mobile Number | |
| 9 f. | Email Id | |
| 10 | Address for Communication | |
| | Same as Registered Address (YES/NO) | |
| | | |
| 10 a. | City | |
| | District | |
| | State | |
| | Pin Code | |
| 10 . | Contact Person's Name | |
| 10 a. | Designation | |
| 10 b. | Telephone Number | |
| 10 c. | Mobile Number | |
| 10 d. | Email Id | |
| 11 | Details of Authorized Person | LI Individual |
| | | LI Proprietor |
| | | LI Managing Partner |
| | | LI Managing Director |
| | | LI Chief Executive Officer |
| | | LI Chairman/Secretary |
| | | LI Others, Please Specify |

| | | |
|-------|---------------------------------|--|
| 11 a. | Name of Authorized Person | |
| 11 b. | PAN Number of Authorized Person | |
| 11 c. | Address of Authorized Person | |
| 11 d. | Email Id of Authorized Person | |

DECLARATION-

I/We hereby state that the above-mentioned particulars and supporting documents hereto are true, correct and complete to the best of my/our knowledge and information and Further I/We state that I/We agree and accept to abide by the General Terms and Conditions of BEAM as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on BEAM platform including any communication, notifications, instructions or guidelines issued by BEAM from time to time.

Aadhar Consent:

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options for establishing identity with officially valid documents other than Aadhaar. I confirm that all alternative options were given to me by BEAM and agree and consent that BEAM may store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third-party entities, for establishing my identity & carrying out verification, if required, for rendering various facilities & services of/through BEAM in accordance with the applicable law.

Sign and Stamp:

Name:

Designation:

Place:

Date: _____ :

| |
|---|
| A11x Passport size photograph of the Signatory |
|---|

Annexure -4

(NABL accredited food testing laboratories)

Important Note:

Analysis and sample should be tested in NABL accredited food testing laboratories. For more details and list of NABL accredited food testing laboratories refer official website of NABL.