

Notice Inviting bids for e-auction for Disposal of Mustard Seed RMS-2020

The Joint Committee of The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) and The Haryana State Warehousing Corporation (HSWC) as approved by the Government hereby invite bids for disposal of Mustard Seed RMS-2020 directly from the Hisar and Rewari mandis situated in the State of Haryana between 12:00 Noon to 03:00 PM through e-auction on the portals of NeML, Agribazaar (StarAgri) and e-RAKAM (MSTC) from 16.05.2020.

The terms and conditions for disposal of Mustard Seed are available on portals <https://market.neml.in> (NeML), www.agribazaar.com (Agribazaar), <http://www.mstcecommerce.com/auctionhome/erakam/index.jsp> e-RAKAM (MSTC) and also available on the Hafed's website www.hafed.gov.in and HSWC's website www.hwc.org.in

The Joint Committee of Hafed & HSWC reserves the right to conduct/not to conduct e-auction on any day and to accept/reject any/all bids without assigning any reason.

JOINT COMMITTEE

Annexure-II

Terms and Conditions for online sale of Mustard Seed of Rabi-2020 through three portals.

1. INVITATION FOR BIDS

The Joint Committee of The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) and The Haryana State Warehousing Corporation (HSWC) invites bids from interested Buyers of Mustard Seed, through Online Bidding/e-Auction conducted through following three platforms, as per the terms and conditions prescribed below:-

- (i) MSTC LTD Portal e- Rashtriya Kisan Agri Mandi (e-RaKAM) <http://www.mstcecommerce.com/auctionhome/erakam/index.jsp>,
- (ii) NCDEX e Markets Limited ('NeML') <https://market.neml.in>, the online trading system made available by NCDEX e Markets Limited
- (iii) Star Agribazaar Technology Ltd.('Agribazaar') www.agribazaar.com, the online trading system made available by Star Agribazaar Technology Ltd.('Agribazaar'), as per the terms and conditions prescribed hereunder.

TERMS AND CONDITIONS:

2. ITEMS, QUALITY AND QUANTITY

- The goods are offered on "as is where is basis" in loose form of Fair Average Quality (FAQ) at the Hisar and Rewari mandis situated in the State of Haryana.
- Bids received for less than the specified minimum quantity or actual quantity whichever is less, for a particular lot and location shall not be considered.
- Only the Joint Committee of The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) and The Haryana State Warehousing Corporation

(HSWC) will confirm the sale to the concerned portals. Accordingly, the concerned portals shall confirm the sale to the bidder.

3. PRICE:

The bidder will quote ex-mandi rate of Fair Average Quality (FAQ) Mustard seed brought by farmers in loose form on “as is where is basis”. All subsequent expenses i.e. market fee, mandi incidentals, Arthia charges, gunny cost and GST shall be paid by the bidder in addition to the bid price as per **Annexure-I**. Further, expenses on weighment and transportation shall also be borne by the successful bidder. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Price quotation will be in Rs/Quintal.

4. VALIDITY:

The Bids of all Bidders at the final close of the e-Auction Session must remain valid for only transaction day after completion of the auction session. The Joint Committee of The Haryana State Cooperative Supply and Marketing Federation Limited, (HAFED) and The Haryana State Warehousing Corporation (HSWC) will provide its consent on the e-auction results on transaction day itself. The intimation will be given to the concerned portals through email.

5. PRE-REQUISITES FOR BIDDING

Bidder referred to in this notice is any real individual or legal entity who wishes to buy Mustard Seed. Only the registered members of the three portals, mentioned as above in Item No. 1, can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. For registration to participate in e-auctions, intending Bidder is required to get itself registered on any of the three portals by fulfilling the conditions mentioned on that portal. Respective portals will allow bidders to participate in auction as per their terms and conditions. Payment of disposed quantity should be received from the account of successful bidders and also delivery order shall be issued in the name of successful

bidders. Bidders may contact the Haryana State Cooperative Supply & Marketing Federation Limited, (HAFED), Corporate Office, Sector-5, Panchkula (Haryana)-134109, **Phone: 0172-2590520** and Haryana State Warehousing Corporation (HSWC), Bays 15-18, Sector 2, Panchkula, Haryana 134109, **Phone: 0172-257 8831** for any clarification regarding quality of products, bidding process or any such query. Bidders may also contact on the following contact number and person for any clarifications regarding membership & terms and condition of e-Auction:-

(i) MSTC

| | | | |
|------------------------------------|---------------------------|--------------|-------------|
| (Shri Sanjay Banduni (BM)) | sbanduni@mstcindia.co.in | 0172-2584921 | 08080028865 |
| Shri Dinesh Kumar Meel, Manager | dkmeel@mstcindia.co.in | 0172-2584921 | 09587892087 |
| Shri Himanshu Agarwal, AM | hagarwal@mstcindia.co.in | 0172-2585921 | 09808570722 |
| Shri Ashish Adhikari, AM | aadhikari@mstcindia.co.in | 0172-2586921 | 09654531675 |
| Shri Nikhil Mittal, AM | nmittal@mstcindia.co.in | 0172-2587921 | 09674550002 |

(ii) NCDEX e Markets Limited on +91 022-48810555/551/552/528/529 or alternatively email **askus@nemi.in**

(iii) Agribazaar on 9090397777 or alternatively email **customersupport@Agribazaar.com**.

6. **SAMPLING AND INSPECTION OF GOODS**

In case the buyers / bidders are keen to verify the quality before participating in bid, they may visit and inspect the stocks in respective mandis.

7. **EMD DEPOSIT:**

Bidders will have to deposit an amount of Rs. 220/- per qtls. as EMD (Earnest Margin Deposit) in Escrow account provided by the Portals prior to bidding.

8. ONLINE BIDDING/e-AUCTION SESSION DETAILS

- a. Date and Time of e-Auction: The auction will be held on all arrival days of mustard seed. The auction process would be between 12.00 Noon to 3.00 PM. The joint committee of Hafed and HSWC will intimate to the portals quantity to be auctioned by 12:00 noon. Subsequently, this quantity will be uploaded on all three portals simultaneously
- b. Buyers should quote both Price and Quantity intended to purchase before completion of e-auction time.
- c. Bidder has to bid for minimum 100 MT or available quantity at mandi whichever is less and thereafter in multiples of 10 MT and maximum upto total quantity. For e.g. If quantity put on auction is 543 MT, then bid can be given for minimum 100 MT and then 110 MT, 120 MT, 130 MT and so on upto maximum 543 MT. If quantity put on auction is 98 MT, lot size will be 98 MT.
- d. The auction will be in two sessions as per the following details:-
 - i. **Auction session**, where H-1 rate will be discovered, will be open for 30 minutes' duration and there will be 03 extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session.
 - ii. **Matching round**, It will take place only where H-1 bid not covers entire auction quantity. In this round Non-H1 bidders have the opportunity to match H-1 rate for balance quantity. Non-H1 bidder is given option to change earlier quoted price to the "H1" price. Non-H1 bidder will be eligible for the quantity for which he submitted bid or balance quantity after H-1 bidder, whichever is less. This matching round will be of 30 minutes.
 - iii. The auction process will complete at 3:00 PM
- e. Since the auction quantity may be much higher than the Minimum bid quantity for each auction, there could be multiple bidders at the highest price that is displayed.

- f. The bidders shall place their bids online on any of the above mentioned three platforms as per the terms and conditions of the Tender cum e-Auction.
- g. The Bidders are required to quote in Indian Rupees/Quintal.
- h. The incremental tick size shall be Rs.1.00.
- i. During price discovery session, a bidder may modify his bid upwards to an incremental value more than the existing highest bid. After second bid, every new bid has to be at a price same or higher than the current highest bid. If higher bid is received, lower price bids are knocked off.
- j. H-1 matching round will be conducted for 30 minutes after the H1 price discovery in the auction session at each portal.
 - i. In H-1 Matching round, at each portal, the non-H1 bidders will be shown the H1 price discovered, remaining quantity and the quantity they are eligible for (the final quantity they had quoted in the auction session).
 - ii. The Bidders will have the option to change their earlier quoted price to the H1 Price discovered in the auction for the quantity they have bided in the auction session.
 - iii. All the bids so made shall be depicted as 'Provisionally Allotted'. The 'Provisionally Allotted' quantity is indicative only and is subject to acceptance by the Joint Committee of HAFED and HSWC.
- k. The highest valid bid(s) H-1 received from all portals shall be compared, the Joint Committee of HAFED and HSWC will declare "Highest Rate" which is the highest value among all H-1 rates received from three portals (if any portal does not has any bid, number of H-1 rates will be for remain portals). There shall be single highest rate for every mandi per day. However, the Joint Committee of HAFED and HSWC shall have sole discretion of declaring the "highest rate" and to accept/reject the same.
- l. The allocation would be on price, quantity, time (PQT) priority basis. However, in case there are more than one bidder at "highest rate" as arrived on three portals, the total quantity shall be equally allocated between all the successful bidders.

- m. No cancellation of H-1 Bids shall be allowed during an auction session.
- n. The final results of the e-Auction are binding on all bidders and any requests or cancellation received after the conclusion of an auction session and confirmation, the EMD of the concerned bidders will be forfeited and will be debarred from participation in further tenders/ e-Auction of any commodity floated by HAFED/ HSWC.
- o. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding on the bidder to whom such username and the password has been allotted by the respective portals, 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 user name and password. The user is therefore advised to check the user name 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.
- p. The bidders participating in the bidding process should participate diligently and submit bids in a fair manner. The bidders should not conduct any act or submit bids which are detrimental to the bidding process and likely to cause disruption or disturb the market equilibrium. In case of any act or omission on the part of any bidders, including participation and entering bids in the bidding process, is likely to cause disruption, affect market equilibrium or result in malpractice or manipulation of the bidding process, the Joint Committee of HAFED and HSWC may at its sole and absolute discretion, in the best interest of the entire bidding process and other participants at large, with or without giving notice to any such bidder and/or without assigning any reasons whatsoever, may debar/disqualify any bidder or restrict participation of such bidder in the bidding process. The decision of the Joint Committee of HAFED and HSWC in this regard shall be final and binding on all the bidders. Such non-serious bidders may further be debarred or blocked from participating in future bidding process.
- q. EMD of successful buyers will be released by the respective portal after completion of entire lifting. Portal will refund the EMD of non successful buyers immediately.

9. INTIMATION TO THE SUCCESSFUL BIDDER

The successful bidder(s) of online bidding/e-auction session will be declared by the Joint Committee of HAFED and HSWC, which will be communicated to the concerned portals through e-mail. The confirmation to the successful bidder(s) will be sent by the concerned portals with a copy to the Joint Committee of HAFED and HSWC through e-mail, to registered e-mail id (as per the record of portals) of the bidder.

10. COST DEPOSIT

- a) EMD of the successful bidder(s) shall stand forfeited if they fail to provide the deposit amount of the contract value along with Transaction charges of 0.3% to concerned portals within transaction day + 2 days. No extension shall be granted and the bargain shall be treated as cancelled and the EMD shall stand forfeited without notice.
- b) The successful bidder(s) shall deposit bid value plus market fees, artiya commission mandi labour charges, gunny cost and GST within T+2 days with Hafed as the case may be (where T = Transaction Day/ Day of Bidding). In case, corresponding 2nd day is bank holiday, then next working day will be the last day of deposit of entire cost.
- c) The delivery of stocks will be made after receipt of entire payment by electronic remittance system and providing system generated Delivery order, within T+2 days from the date of transaction in response. No extension shall be granted to deposit money beyond T+2 days and the bargain shall be treated as cancelled and the EMD shall stand forfeited without notice.
- d) In cases where delivery falls short of the quantity paid for, on account of less stocks, the costs to that extent will be refunded to buyers by HAFED.

11. INTERNET CONNECTIVITY

The Seller and exchange 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 the portals.

12. DOCUMENTS CONSISTITUTING CONTRACT:

The invitation of Bids, the terms and conditions of the e-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Seller to the Successful bidder (hereinafter called the buyer) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

13. TRANSACTION CHARGES:

The Portal will charge transaction charge of 0.3% (Tax Extra, if applicable) of the actual sale value from the buyer. The Successful bidder(s) shall deposit transaction charge of 0.3% (GST Extra if applicable), within T+2 days from the date of transaction, to the respective portal.

14. PAYMENT AND LIFTING OF THE STOCK:

The Buyer(s) needs to compulsorily make full payment within T+2 days from date of the transaction. If buyer fails to deposit full contract value within the stipulated time, the EMD will be forfeited & trade will stand cancelled.

(Working days means HAFED working days)

- In a situation where the Buyer makes full payment of the settled bargain within T+2 days but does not lift the stocks within the T+3 days, the EMD will be forfeited & trade will stand cancelled.
- The successful bidder shall deposit bid value plus market fees, artiyas commission, mandi labour charges, gunny cost and GST through Direct Transfer/RTGS to following A/c detail:-

Name: The Haryana State Cooperative & Marketing Federation Ltd., Hisar.

Name of Bank : State Bank of India

A/C No. : 10311381228

IFSC code : SBIN0000652

Branch: Camp Chowk, Hisar (Haryana)

- The Buyer should intimate to concerned portal for the transfer of funds giving full detail of bidder including name, account Number, UTR Number, contact number and address along with the quantity for which money has been deposit to Hafed. The concerned portal will intimate these details immediately to Hafed District Office, Hisar/ Head office, Panchkula at the e-mail i.e. dmhfdhsr@gmail.com, hfdgmproc@gmail.com
- The amount deposited by the Buyer would determine the quantity which can be lifted by the Buyer. The Buyer would request to the concerned portal for issuing of the delivery order against the amount deposited by him.
- Delivery of the stocks would be made in presence of HAFED representative from mandi within the normal working day on 100 percent weighment basis at weighbridges/weighing scale as stipulated by the District Manager, HAFED, Hisar and the same shall be considered as final. Any shortage/variation in weight at a later stage shall not be considered. The contracted quantity will be delivered as per DO from mandi.
- No complaint of any nature regarding quality, weight, etc. would be entertained after sale confirmation/delivery since the sale is on “as is where is basis”. Parties desirous of inspecting the stocks may do so before participation in e-Auction.
- The Seller’s responsibility shall cease once the goods handed over to buyer and no claim of quality, quantity and or any other nature, from the Buyer will be entertained thereafter.
- The Buyer shall make payment for the purchased stock during the Banking hours.

- The Seller shall issue the sale invoice indicating details of payment (market fees, GST etc.) made by the buyer at the time of lifting of goods before cargo leaves mandi.
- If the bid made by the buyer of the particular mandi is more than the available quantity, allocation to the buyer will be done as per the available quantity.
- The Joint Committee of HAFED and HSWC reserves the right to reduce the auction quantity or allocate the sale quantity among different successful buyers.

15. ISSUANCE OF DELIVERY ORDER

The District Manager, HAFED, Hisar will issue delivery order in favour of the successful buyer only on receipt of 100% payment of value of sale transaction inclusive of all taxes, charges etc. in HAFED bank account by bidder. HAFED will not be responsible for any delay.

Buyers Non-Performance: Following cases will be treated as buyer non-performance

1. Non-payment of fund-pay in obligation amount within stipulated time will result in forfeiture of EMD.
2. In case Buyer has paid the full fund pay-in amount within T+2 days but fails to lift the material **within maximum of T+3 days**, buyer's EMD charges will be forfeited.

16. PAYMENT TERMS

Portal will ensure prompt and timely remittance of EMD to the successful bidders after getting written intimation by the District Manager, Hafed, Hisar for completion of entire lifting of mustard seed by the bidder. This is subject to the Buyers fulfilling the obligations as required in the e-auction system. HAFED shall be responsible for the delivery of stocks only when funds are received from the bidder in T+2 days. The buyer would be bound to lift the stocks within T+3 days.

17. Once the buyer has deposited the obligation and D.O. is generated after 100% fund is remitted to HAFED account, it is the obligation of HAFED to deliver the auctioned quantity. The portal will not be responsible for any shortage in deliveries and refund of

balance amount thereof. The refund for balance payment arising out of shortage will be done by HAFED to Buyer's account.

18. FORCE MAJEURE:

In case of occurrence of any of the force majeure circumstances, namely act of God, natural calamity, fire, Govt of India Policy/restriction (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature and blockage preventing the seller/buyer or the exchange from wholly or partially carrying out their contractual obligation, the period stipulated for the performance of the contract shall be extended in the event of the circumstances continuing for more than 15 days, either party shall have the right to refuse to fulfill contractual obligation without title to indemnification of any losses, it may thereby sustain. The party unable to carry out its contractual obligation shall immediately advise the other party of the commencement or termination of the circumstances preventing the performance of contract."

19 LIQUIDATING DAMAGES:

In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the payment received by the seller will be forfeited without notice.

In case of such default bargains, portal will be entitled for transaction charges on the actual payment received and forfeited by HAFED.

20. ARBITRATION:

This Tender document shall constitute the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Chandigarh shall have the jurisdiction in all matters arising out of/touching and/or concerning this Tender Document and parties to this Tender Document agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose of any such

proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.

b. All or any disputes arising out or touching upon or in relation to the terms of this tender document including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settle amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force r/w relevant provision of Multi State Cooperative Societies Act of 2002, The venue of the arbitration shall be at Chandigarh, India and language of arbitration shall be English.

Annexure-I

| Part of terms and conditions point No. 3 | | | |
|--|--|---------------------------|---------------|
| S. No. | Particulars | | Rs. Per qtl. |
| | Packing | | 45 Kg. |
| 1 | Bid Price(to be quoted by Bidder on portals | | |
| 2 | Statutory Expnses | | |
| | M. Fees @1% of bid price | | |
| 3 | Mandi incidentals (HSAMB) | Per unit of 45 Kg. | |
| | Filling and Placing the unit on plateform/ balance | 3.15 | 7.00 |
| | Weighing | 2.25 | 5.00 |

| | | | |
|----------|--|--------------|--------------|
| | Unloading from Balance | 1.80 | 4.00 |
| | Stitching wih machine | 1.53 | 3.40 |
| | Loading | 3.60 | 8.00 |
| | Total mandi incidentals | 12.33 | 27.40 |
| 4 | Arhtia commission @1.25% on Bid Price | | |
| 5 | Cost of B-Twill Gunnies | | 120.00 |
| 6 | Total (1 to 5) | | |
| 7 | GST @ 5% on 6 | | |
| 8 | Bidder has to deposit the cost of Mustard Seed with procuring agencies through the portal (6+7) | | |