

e-Auctions notice for purchase of approx. 20,000 MT Mustard Seed for Hafed Oil Mill, Rewari & Narnaul.

The e-Auctions for purchase of **approx. 20,000 MT** Mustard Seed will be conducted on every Tuesday & Friday starting from 28.05.2021 till the purchase of 20,000 MT Mustard Seed is completed through the e-Auction Portals i.e. M/s Star Agribazaar Technology Limited, Noida (www.agribazaar.com), and M/s NCDEX–NeML Markets Ltd., New Delhi (<https://market.neml.in>). In case, any Tuesday or Friday falls on holiday then the auction may be done on next working day. Only the registered parties with these Portals can participate in the e-Auctions.

HAFED reserves the right to accept/reject any/all the tenders or increase/ decrease the tendered quantity without assigning any reason whatsoever.

**MANAGING DIRECTOR,
HAFED, PANCHKULA**

e-Auctions document for purchase of Mustard Seed required for Hafed Oil Mill, Rewari and Narnaul.

1.0 Quantity required:

20,000 MT (10,000 MT each for Hafed Oil Mill Rewari, Narnaul or at any other storage locations to be decided by HAFED, on F.O.R. basis. Minimum quantity to be offered by the bidder will be 200 MT and thereafter it can be in multiples of 200 MT.

2.0 Invitation of Bids:

- 2.1 Hafed is looking reputed parties/bidders for supply of Mustard Seed F.O.R. basis at Rewari, Narnaul and at any other storage locations to be decided by HAFED.
- 2.2 Bidders are advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully mentioned in the tender document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.
- 2.3 The Payment for Tender Document Fee **Rs.5,000/- (Rs. Five thousand only) and E-service Fee of Rs.1,000/- (Rs. one thousand only)** both are Non-refundable can be made by eligible parties/bidders online directly through Debit Cards or Internet Banking etc.

The Payment for EMD of **Rs.500/- per MT of the offered quantity** can be made online directly through RTGS / NEFT / OTC. Please refer to "Online Payment Guideline" available at the e-Procurement portal of GoH (Govt. of Haryana).

- 2.4 No interest shall be payable by Hafed on the EMD amount deposited by the party.

3.0 Procedure for submission of Bids

- 3.1 The bids shall be submitted online in two separate envelopes:

“Envelope 1: Technical Bid

The parties/bidders shall upload the required details online in the Technical Bid

“Envelope 2: Commercial Bid”

The bidders shall **quote** the prices in price bid format under Commercial Bid.

- **Bidders are mandatorily required to submit the technical and financial bid in the prescribed online format only. No manual bids shall be entertained.**

- 3.2 The bidders are required to quote the price on F.O.R. basis for HOM, Rewari and Narnaul or at any other storage locations to be decided by HAFED, inclusive of all taxes/levies and as per Hafed's specifications, terms & conditions.
- 3.3 HAFED is empowered to increase/decrease the quantity keeping in view the market trend of prices of Mustard Seed etc.
- 3.4 Any conditions of the party sent along with the bids, if any, shall not be binding on Hafed.
- 3.5 On acceptance of tender, the date of supply of material should be strictly adhered to failing which Hafed reserves the right to cancel the tender and make purchases at the risk and cost of suppliers besides forfeit the earnest/security money of the tenderer.
- 3.6 Hafed reserves the right to reject any/all tenders without assigning any reason whatsoever.

3.7 Negotiations will be held on the same day after opening the financial bids. Bidders are therefore, requested to remain present at the time of financial bid and negotiations.

4.0 **Validity of offer :**

The offered rates should be valid for a period of **Three (03)** working days from the date of opening of e-tender.

5. **OTHER TERMS & CONDITIONS :**

The other Terms and conditions of tender are as under:

5.1 **EARNEST MONEY AND SECURITY :**

Sealed tenders must be accompanied with earnest money of **Rs.500/- per MT** for total quantity offered by the bidder. The minimum quantity to be offered by the bidder will be **200 MT and further its multiple of 200 MT**. The earnest money is subject to forfeiture if after submitting the tender; the tenderer resiles from or modifies any of the terms and conditions of the tender and also if the tenderer fails to furnish the requisite security deposit within three days of the issue of the supply order. The successful tenderers shall have to furnish **security equivalent to 5%** of the total cost of ordered quantity in the shape of Bank Draft/RTGS within **3 (three) bank working days** from the date of issue of supply order. Earnest money of successful tenders can be adjusted towards security deposit for the satisfactory execution of the order. No interest will be payable on EMD/security deposit. Any earnest money already lying with Hafed on account of any other contract (s) shall not be adjusted against the earnest money / security amount of this tender.

5.2 **RATE :**

The rate offered by tenderers shall be on 40% Oil Content basis having moisture content max. 6% and foreign matter up to max. 0.5% & Acid value 1.5% maximum, F.O.R. Hafed Oil Mill Rewari/ Narnaul or at any other storage locations to be decided

by HAFED, inclusive all taxes Like GST, Market Fees , Dami, packing and forwarding charges etc). The rates will be quoted in Rs. per quintal in 50 kg. net in serviceable sound jute bags or new HDPE bags. The Jute/ new HDPE bags must be free from any mildew/ fungal growth should be free from cuts, holes & tears, sun fading etc., Mustard Seed when filled in bags, it should not bleed out, i.e. there should not be any rain loss from the filled bags. Seams of the bag should be intact after filling of Mustard Seed. Bags should not be repaired and should be pest free, dust free, odour free of the pulses, grains packed earlier and free from any other foreign materials.

If the jute/ new HDPE bags are found below the above prescribed specifications, the Hafed Oil mills will reject the consignment, however, if minor deviations are found by the authorized officials/ officers of Hafed Oil Mills, they can accept the material after imposing the cut @ Rs.5/- per bag.

5.3 NEGOTIATIONS:

Negotiations will be held on the same day after opening the financial bids. However, the negotiations could be held upto L-3 bidder, if the difference between L-1 quoted rate and those quoted by L-2 and L-3 is within 5% of the L-1 quoted rate. In case where the L-1 bidder refuses to further reduce his offered price and the L-2 or L-3 bidders come forward to offer a price which is better than the price offered by the L-1 bidder, the bidder whose price is accepted becomes the L-1 bidder. However, in such a situation, the original L-1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L-1 bidder further improves upon the price discovered during the negotiations, he would be treated as L-1 bidder. As regard the apportionment of the quantity of the supplies, the finally determined L-1 bidder would be accorded due preference and the allocation of the order may be decided by Hafed subject to information available in the DNIT for example his offered quantity, capacity to supply, sales turnover, orders in hand, past performance etc. or any other rational parameter. The balance order may be apportioned between the L-2 and L-3 bidders, if they accept the final L-1 rates on the basis of identical information, for example their offered quantity, capacity to supply, sales turnover,

orders in hand, past performance etc. which may be decided by Hafed on case to case basis.

5.4 QUANTITY:

Hafed intends to purchase **20,000 MT** Mustard seed (10,000 MT for each Hafed Oil Mill at Rewari & Narnaul or at any other storage locations to be decided by HAFED) which can be increased / decreased or can split the quantity according to the requirement of the Hafed.

5.5 DELIVERY:

The party will deliver the material at Hafed oil Mill Rewari/ Narnaul as per requirement **within 10 days** from the date of the confirmed order. Loading at the station of the dispatch will be that of the firm and unloading and stacking at consignee end will be arranged by concerned consignee/indenting officers.

5.6 SPECIFICATIONS:

- a. Oil Content : 40%
- Moisture content : 6% maximum
- Foreign matter : 0.5% maximum
- Acid Value : 1.5% maximum

b. Rebate/ rejection :

The material can be accepted with rebate if the oil content is found below 40%, minimum up to 38% with pro rata cut. Similarly, the mustard seed can be accepted with rebate if the moisture is found above 6% maximum upto 8% with pro data cut.

The material will be rejected if the foreign matter is found above 0.5% or Acid value is found above 1.5%.

5.7 PENALTY:

If the supplier(s) fails to supply ordered quantity of Mustard Seed within 10 days, penalty @ 1% per week or part thereof subject to maximum 2% shall be charged. In case, the supplier(s) fails to supply the ordered quantity within two weeks after the permitted 10 days delivery period, then the supply order shall be treated as cancelled and the EMD/ Security would be forfeited without any notice. HAFED reserve the right to purchase such quantity of Mustard Seed on the risk and cost of the Supplier(s)

5.8 SAMPLING AND INSPECTION:

Sampling and Testing of the material supplied shall be done by the officials of HAFED Oil Mills Rewari/ Narnaul in the presence of the representative of the Suppliers at the time of receipt of stocks.

In case, the representative of the supplier does not agree with the results of the tests, then three random samples of about 250 gms each shall be drawn from each Truck which will be sealed and duly signed by both the parties. Out of these three samples:

- One sample will be sent by HAFED to any reputed FSSAI/NABL approved Lab for testing. The lab result of the approved lab will be acceptable and binding on both the parties.
- One sealed sample will be given to the supplier.
- One sample will be retained by the Mill itself as referee sample.
- In such case, the testing charges shall be borne by the supplier.

5.9 PAYMENT:

Within three working days, 80% payment shall be made on actual receipt of goods in good condition and as per specifications by the GM, Hafed, Oil Mill Rewari / Narnaul. Balance 20% payment shall be released within 15 days or on receipt of satisfactory test report, whichever is earlier. Bank charges shall be deducted from the payment of the supplier, if any.

5.10 REFUND OF SECURITY:

Security amount shall be released /refunded without interest, on satisfactory completion of supplies strictly as per the terms and conditions of the tender document.

5. 11 GENERAL TERMS

- i. Hafed will have the right to issue supply order in phases to any one or more tenderer whose tenders are accepted and rates finally agreed.
- ii. Hafed reserves the right to accept or reject any or all tenders without assigning any reason.
- iii. Any loss of quantity occurred due to poor quality of bags shall be recovered from the supplier.
- iv. All the successful suppliers are required to comply with all the statutory requirements of the APMC Act etc.
- v. The validity of the offer will be for 3 working days from the date of opening of tender.

6. Arbitration:

The disputes, if any, arising between the Supplier(s) and HAFED, shall be resolved amicably, failing which it shall be referred to an Arbitrator, mutually acceptable to both parties, appointed by the Managing Director, HAFED, as per the relevant provisions under the Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties. The Civil court shall have no jurisdiction in case of dispute between the parties.

7. TECHNICAL BID

Sr. No.	Documents to be uploaded
1	Authority letter for signing of all the documents on behalf of the Company / Firm etc.
2	Copy of the GST Registration Certificate.
3	Copy of PAN Card.
4	Self attested undertaking to the effect that the bidder is not blacklisted by any Central / State Govt. / Institutions or any Co-operative Agency in Central / State etc.
5	Certificate regarding acceptance of all the Terms & Conditions as mentioned in the e-Tenders notice / document.
6	Duly signed statement stating the Quantity (in MT) offered by the Bidder(s).

8. FINANCIAL BID

(Mustard Seed on Oil Content 40% basis, Moisture 6% Maximum, Foreign Matter 0.5% Maximum & Acid Value 1.5% maximum packed in 50 kg. net sound jute/ new HDPE bag as mentioned in the tender document).

Particulars	Offered Quantity (in MTs)	Offered Rates (Rs. per MT including GST/all taxes)
Mustard Seed (F.O.R. at Hafed Oil Mill Rewari or Narnaul or at any other storage locations to be decided by HAFED)		

The offered rates of Mustard Seed should be inclusive of GST / all taxes / Octroi etc. & on F.O.R. basis at Hafed Oil Mill, Rewari / Narnaul or at any other storage locations to be decided by HAFED.