

Terms and Conditions for Purchase of Mustard Seed of RMS 2022-23 through empanelled portals i.e. NCDEX e Markets Ltd. (NeML), Star Agribazaar Technology Ltd (Agribazaar) and E- Tech Innovative Service Private Limited.) by HAFEDs

1. INVITATION FOR BIDS

Haryana State Cooperative Supply & Marketing Federation Limited (HAFED) invites bids from interested Sellers of Mustard seed, through Online Bidding/e-Auction conducted through platform of NCDEX e Markets Limited ('NeML') <https://market.neml.in>, Star Agribazaar Technology Ltd. (Agribazaar) www.agribazaar.com and E-Tech Innovative Service Private Limited opsarswat@gmail.com as per the terms and conditions prescribed hereunder.

2. Rate offered

The bidders are required to quote the price in the lot size of **500 MT** on F.O.R. basis i.e. HOM, Rewari and Narnaul or at any other storage locations to be decided by HAFED, inclusive of all taxes like GST, Market Fees, Dami, Packing and forwarding charges etc.

The rate offered by bidder must conform to the Uniform/FAQ specification of Gol and additionally the Mustard Seed having 40% Oil Content as per lab test. However, the Mustard Seed having oil contents between 40% to 38% shall be accepted with full value cut and below 38% oil contents shall be straight away rejected. The Fair Average Quality (FAQ) Specifications of Mustard Seed as per Gol is as under:-

Sr. No.	Special Characteristics	Maximum limits of tolerance(% by weight per qtl.)
1.	Impurities/Foreign matter including Taramira	2
2.	Admixture with other types including Toria	10
3.	Unripe, Shrivelled or immature	4
4.	Damage & weevilled	2
5.	Small atrophied seeds	10
6.	Moisture content	8

Note: Presence of all non-edible oilseeds, like Castor, Mahua, Neem etc. is prohibited. Presence of Argemone Seeds is also prohibited.

Definitions:

- Impurities/Foreign matter include dust, dirt, stones, lumps of earth, chaff, stems, straw, taramira and any other impurity.
- Admixture means other types of Sarson (including Toria).

- Unripe, Shrivelled or immature seeds are those which are not properly developed.
- Damage & weevilled seeds are those which are internally damaged or discoloured, damaged and discolouration materially affecting the quality.
- Small atrophied seeds means seeds which are not retained in sieves with 14 meshes per liner inch (1"=2.54 cms). This factor will not be applicable to the juncea or nigra group of seeds.

The rates will be quoted in Rs. per quintal in 50 kg. net in serviceable new jute bags or new HDPE bags.

3. VALIDITY:

The Bids of all Bidders at the final close of the e-Auction Session must remain valid for a period of 03 working days after completion of the auction session. HAFED/ HSWC will provide its consent on the e-auction results within 72 hours (three working days). The intimation will be given to NCDEX e Markets Limited Star Agribazaar Technology Ltd. (Agribazaar) and E- Tech Innovative Service Private Limited through email or fax.

4. EMD AND SECURITY DEPOSIT:

"Bidders will have to deposit an amount of Rs.150/- per Qtl. as EMD (Earnest Margin Deposit) in Escrow account provided by NeML, Agribazaar and E-Tech as the case may be prior to bidding. The EMD of the successful bidder shall be converted into the security. The successful bidder shall be required to deposit security @ 5% of the trade value (including EMD amount) within 2 bank working days from the date of purchase confirmation. In case, non receipt of security deposit within stipulated time, the allotment shall be cancelled and Earnest Money would be forfeited".

The successful bidders shall deposit the EMD and Security etc in the bank account of Hafed through portal. Bank detail is as under:-

Name:	The Haryana State Cooperative Supply and Marketing Federation Ltd.
Name of Bank:	UCO Bank.
Account No.:	02360510012451
IFSC Code:	UCBA0000236

5. INTIMATION TO THE SUCCESSFUL BIDDER:

The bids of the lowest bidder(s) of online bidding/E-Auction session shall be declared as the Successful bidder(s) by the buyer. The confirmation to the successful bidder(s) will be sent by NeML/ Agribazaar/ E- Tech with a copy to HAFED, through e-mail, to registered e-mail id of the bidder.

6. INTERNET CONNECTIVITY:

The buyer 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 NCDEX e Markets Limited ('NeML') <https://market.neml.in>, Star Agribazaar Technology Ltd. (Agribazaar) www.agribazaar.com and E- Tech Innovative Service Private Limited opsarswat@gmail.com.

7. DOCUMENTS CONSITITUTING 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 buyer to the Successful bidder (hereinafter called the Seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Buyer and Seller.

8. TRANSACTION CHARGES:

The NeML, Agribazaar and E- Tech will charge transaction charge of 0.18% (GST Extra, if applicable) of the actual sale value from the seller. The Successful bidder(s) shall deposit NeML, Agribazaar and E-Tech transaction charge of 0.18% (GST Extra if applicable) along-with 5% margin (SD) including within 2 bank working days from the date of purchase confirmation.

9. DELIVERY:

The party will deliver the material **within 30 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.

10. PENALTY:

If the supplier(s) fails to supply ordered quantity of Mustard Seed within 30 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 30 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)

11. SAMPLING AND INSPECTION:

Sample of Mustard Seed will be drawn from each truck and shall be got tested in the lab situated at Hafed Oil Mill, Rewari and Narnaul as well as 3rd party engaged by the Hafed for quality assessment in the presence of the representative of the supplier(s) at the time of receipt of stocks.

12. PAYMENT:

100% payment shall be made on actual receipt of goods as per FAQ specification and oil contents by the GM, Hafed, Oil Mill Rewari / Narnaul and concerned District Managers within 3 working days. Bank charges shall be deducted from the payment of the supplier, if any.

13. 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.

14. GENERAL TERMS

- a. The auction timings would be from **11:00 AM to 12:00 Noon**, however, same may vary depending upon the availability of time slot.
- b. Hafed reserves the right to accept or reject any or all bids without assigning any reason.
- c. Any loss of quantity occurred due to poor quality of bags shall be recovered from the supplier.
- d. All the successful suppliers are required to comply with all the statutory requirements of the APMC Act etc.
- e. The validity of the offer will be for 3 working days from the date of opening of tender.

15. 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."

16. LIQUIDATED DAMAGES:

In case Seller fails to comply with the delivery conditions as stipulated in the contract, the EMD/Security received by the buyer will be forfeited without notice.

The payment received by NCDEX e Markets Limited (NeML), Star Agribazaar Technology Ltd. (Agribazaar) and E- Tech Innovative Service Private Limited against such auction will be transferred to HAFED.

In case of such default bargains, NCDEX e Markets Limited (NeML), Star Agribazaar Technology Ltd. (Agribazaar) and E- Tech Innovative Service Private Limited will be entitled for transaction charges on the actual payment received and forfeited by HAFED.

17. 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.

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.