

Terms and Conditions for Purchase of Mustard Seed Commercially during RMS 2023-24 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 Buyers of Wheat, 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 <https://www.e-krishimandi.com> the online trading system made available by NCDEX e Markets Limited, Star Agribazaar Technology Ltd. (Agribazaar) and E- Tech Innovative Service Private Limited as per the terms and conditions prescribed hereunder.

2. QUALITY SPECIFICATIONS AND BID

The bidders are required to quote the price in the minimum lot size of **2000 MT** with incremental bid size in the multiple of 100 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. Successful bidders have to submit proof of market fee paid i.e. L-Form/ LL-Form as the case may be.

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 39% to 40% shall be accepted with full value cut and below 39% oil contents shall be straightway 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:** 1. Presence of all non-edible oilseeds, like Castor, Mahua, Neem etc. is prohibited. Presence of Argemone Seeds is also prohibited.
2. Moisture contents upto 9% will be accepted with prorata full value cut.

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 of Mustard Seed may be quoted in Rupees per Qtl. in 50 Kg. net in Jute Bags (serviceable) or HDPE bags (New).

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 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.

4. PRE-REQUISITES FOR BIDDING:

Bidder referred to in this notice is any real individual or legal entity who wishes to sell Mustard Seed. Only the registered members of the NeML, Star Agribazaar Technology Ltd. (Agribazaar) and E-Tech Innovative Service Private Limited can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. Interested Members of NeML, Star Agribazaar Technology Ltd. (Agribazaar) and E-Tech Innovative Service Private Limited would be eligible to participate in the purchase of Wheat through NeML, Star Agribazaar Technology Ltd. (Agribazaar) and E-Tech Innovative Service Private Limited. Parties may participate in the e-auction after registration with NeML, Star Agribazaar Technology Ltd. (Agribazaar) and E-Tech Innovative Service Private Limited as per contact note.

Bidders may contract the Haryana State Cooperative Supply & Marketing Federation Limited, (HAFED) Corporate Office, Sector-5, Panchkula (Haryana)-134109, Phone: 0172-2590520, Fax: 91-172-2590711, 2590708 for any clarification regarding bidding process or any such query. Bidders may also contact Sh. Rajesh Kumar, Sr. Executive, NeML (Mobile No.9467421130) and Sh. Shrikant Upadhyay, Sr. Executive, NeML (Mobile No.7987560138), Customer Service group of Agribazaar on 9090397777 and Sh. Jai Bhagwan, Regional Manager (Mobile No. 9255979652) or alternatively email customersupport@agribazaar.com and Customer Service group of E-Tech on 7733009962 or alternatively email opsarswat@gmail.com for any clarifications regarding membership & terms and condition of e-Auction.

5. EMD AND SECURITY DEPOSIT:

“Bidder 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 two bank working days from the date of purchase confirmation. As the purchase is being made through the portals and 100% payment is to be made directly to the party after successful delivery of Mustard seed as per quality specifications, the liability of portal lies with it to deduct and deposit TDS @1% of trade value of the seller as per provisions of IT. In view of above, portal may transfer security @4% (out of 5% Security) within two bank working days from the date of purchase confirmation to HAFED and retain security @1% till trade is completed and the TDS will be deposited after completion of trade. In case, trade is cancelled due to non supply of Mustard Seed within stipulated period or any other reason, the remaining security @1% shall be transferred to HAFED by the portal. 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

6. E-AUCTION/ BID MATCHING PROCESS:

- a. The auction timings would be from 12:00 Noon to 12:45 PM. The auction will be in one session which will be opened for 30 minutes duration and there will be 3 extension of time (5 minutes each), however, the same may vary depending upon the availability of time slot.
- b. In case additional Mustard Seed is required to be procured by Hafed then another session of matching round will be conducted between 2:00 PM to 02:15 PM on the same day, wherein remaining bidders will have opportunity to match the rate of L-1 bidder. Hafed shall have the right to accept or reject such offers. However their offer shall be accepted in descending order.

7. INTIMATION TO THE SUCCESSFUL BIDDER:

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

8. 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.

9. 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.

10. TRANSACTION CHARGES:

The NeML, Agribazaar and E-Tech will charge transaction charges maximum upto 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 charges

maximum upto 0.18% (GST Extra if applicable) along-with 5% margin (SD) within 2 bank working days from the date of purchase confirmation (treating '0' day as confirmation day).

11. DELIVERY PERIOD AND PENALTY:

The successful bidder will deliver the Mustard Seed **within 30 days (including holidays)** from the date of issue of confirmed order. However, Mustard Seed may be accepted within next two weeks (after the laps of 30 days) with penalty i.e. 2% for 1st week and 4% for next week on the total value of quantity delayed.

12. FORFEITURE OF SECURITY:

If the supplier(s) fails to supply ordered quantity of Mustard Seed within 44 days (30 days + 14 days) then the supply order shall be treated as cancelled and the EMD/ Security would be forfeited without any notice. HAFED reserves the right to purchase such quantity of Mustard Seed on the risk and cost of the Supplier(s).

13. 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.

14. PAYMENT:

90% payment shall be released within 3 days of successful delivery and acceptance of Mustard Seed and remaining 10% shall be released after successful delivery of 100% supply of work order as per specifications by the GM, Hafed, Oil Mill Rewari/ Narnaul and concerned District Managers within 3 working days after statutory deductions as specified by the Income Tax/ GST. Bank charges shall also be deducted from the payment of the supplier, if any.

15. 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 e-auction by the concerned District Offices of the HAFED.

16. GENERAL TERMS

- a. Hafed reserves the right to accept or reject any or all bids without assigning any reason.

- b. Any loss of quantity occurred due to poor quality of bags shall be recovered from the supplier.
- c. All the successful suppliers are required to comply with all the statutory requirements of the APMC Act etc.

17. 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.”

18. 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.

19. 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.