

Terms and Conditions for Purchase of 650 MT 1401 variety Basmati Rice through HAFED portal, NCDEX e-Markets Ltd. (NeML), E-Tech Innovative Services Pvt. Ltd, M/s mjunction Services Limited and Star Agribazaar Technology Pvt. Ltd.

1. INVITATION FOR BIDS

Haryana State Cooperative Supply & Marketing Federation Limited (HAFED) invites bids from interested Suppliers of 1401 Variety Basmati Rice through Online Bidding/ e-Auction conducted through platform of HAFED portal (i) “HafedAgriXchange.Org” <https://hafedagrixchange.org/hafed-auction/home>, (ii) Star Agribazaar Technology Pvt. Ltd. (jaibhagwan@staragri.com), auction@agribazaar.com <https://www.agribazaar.com/>, (iii) NCDEX e-Markets Ltd. (NeML) <https://market.neml.in>, shrikant.upadhyay@neml.in, virender.choudhary@neml.in (iv) E-Tech Innovative Services Pvt. Ltd. <https://www.ekrishimandi.com>, support@e-techinnovatve.com, parag@e-techinnovatve.com and (v) M/s mjunction Services Limited Rajesh.kumar1@mjunction.in, Subhash.patel@mjunction, <https://nafed.mjunction.in/> the online trading system made available by NCDEX e Markets Limited, Star Agribazaar Technology Ltd. (Agribazaar), E- Tech Innovative Service Private Limited, mjunction Services Limited and HAFED portal as per the terms and conditions prescribed hereunder.

2. Terms and conditions for supply of 1401 Rice.

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E-mail:-dmr_hafedtaraori@rediffmail.com, hfdgmplant@gmail.com

Eligibility Criteria:-

1. The specifications of the Rice are as at **Annexure-I**.
2. The Rice will be jointly inspected by the team of HAFED and the IMPORTER of HAFED/ his representative (presently the importer of HAFED is M/s Saleh A Babekar Co., Riyadh).
3. The Bidder referred to in this notice is any real individual or legal entity who wishes to sell Rice.
4. The bidder must be registered on the Hafed e-auction portal (i) “HafedAgriXchange.Org” <https://hafedagrixchange.org/hafed->

[auction/home](#), (ii) Star Agribazaar Technology Pvt. Ltd. (jaibhagwan@staragri.com), auction@agribazaar.com, <https://www.agribazaar.com/>, (iii) NCDEX e-Markets Ltd. (NeML) <https://market.neml.in>, shrikant.upadhyay@neml.in, virender.choudhary@neml.in (iv) E-Tech Innovative Services Pvt. Ltd. <https://www.ekrishimandi.com>, support@e-techinnovative.com, paraq@e-techinnovative.com and (v) M/s mjunction Services Limited Rajesh.kumar1@mjunction.in, Subhash.patel@mjunction, , <https://nafed.mjunction.in/> Valid GST regulation, PAN No and Bank Account Detail.

5. Certification regarding acceptance of all the terms conditions of the tender.
6. Bidders will submit the Affidavit regarding none black listed/defaulters by any State/ Central Govt.
7. Reputed suppliers /authorized dealers of Rice.
8. It is hereby made clear that any deviation from the prescribed specifications shall not be accepted.
9. QUANTITY: Hafed intends to purchase the following quantity:

S. No.	Name of the product	Quantity inMT (Approx.)
1.	1401 Rice	650

The above quantity may be increased/ decreased according to the requirement of the Hafed as per terms and conditions of the order. The tenderer will have to quote the rate of 100% of the required quantity.

3. EARNEST MONEY AND SECURITY:-

For participations in e-auction, the bidders shall be required to deposit an amount of Rs.50/- per Qtl. as EMD (Earnest Margin Deposit) prior to bidding on which no interest shall be paid by Hafed. However, bidder are advised to deposit EMD well in time at least 3 hours before start of bidding because he will be allowed/enabled to participate in the bidding process only after the EMD deposited by him is confirmed to be received. Earnest money of successful tenders will 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) will not be adjusted against the earnest money / security amount of this tender. Earnest money through Cheque shall not be accepted.

4. RATE:

Only one rate should be quoted for the offered quantity to be delivered. The bidder will have to quote the rate of 100% of the required quantity. The rate offered by bidders shall be F.O.R. at Rice Mill to be intimated by HAFED at the time of delivery, inclusive of GST/all taxes in 50 Kg. net packing in sound bags. Unloading of the material at the Mill will be done by Hafed at its own cost. Hafed will make payment of net Rice only i.e. exclusive Bardana/Packing material.

5. Negotiations:-

The negotiations will be held as per Govt. Instructions. All the bidders are requested to be present at the time of opening of tender for negotiation.

6. VALIDITY:

The offered rates will be valid for 15 days from the date of opening of the tender.

7. DELIVERY /PENALTY:

The successful bidder shall be required to complete the supply within 45 days of placing supply order by Hafed. It is hereby made clear that no extension in time period shall be allowed in any circumstances and in case of non supply of the requisite quantity within the time period. Hafed shall be open to purchase the requisite quantity from open market on the risk & cost of the successful bidder.

8. INSPECTION:-

The rice will be jointly inspected by the team of HAFED and the IMPORTER of HAFED/ his representative (presently the importer of HAFED is M/s Saleh A Babekar Co., Riyadh). In case, the rice, is not found conforming to the specifications prescribed in the tender document, then the entire consignment will be rejected and the rice will be arranged by HAFED at the risk and cost of the bidder. Any incidental loss incurred by HAFED on this account shall also be recovered from the bidder. The inspection charges to be charged by the IMPORTER/ his representative will also be borne by the bidder. Physical inspection of stocks shall be done by the authorized officials of HAFED at the time of receipt in the presence of the supplier or his/ her representative if any. The material will be unloaded only if the authorized officials are satisfied that the quality of the material seems to be of acceptable quality, otherwise the material will be returned back as such at the risk of cost of the supplier. During unloading of the material from each vehicle will be drawn by the authorized officials of Hafed in the presence of the supplier or his/her representative whosoever is present at the time of unloading. For the purpose of testing, lot wise testing to be done at the time of receipt of rice

would be considered and one composite sample for each lot would be prepared by mixing the above said samples drawn from each of the vehicle. Out of these four sealed samples, one sealed sample will be handed over to the supplier, one will be retained by the Rice Mill Taraori and the other two will be sent to the third party inspection agency selected by Hafed for testing. Till the test results are received, the rice will be unloaded/ stored separately. The testing of material from the laboratory would be ensured within 5 working days positively and the final decision regarding acceptance/rejections will be taken on the basis of the test results. Once the material is accepted, it will be stored at a proper place by the concerned officials of HAFED.

9. PAYMENT/ REFUND OF SECURITY :-

100% payment shall be released within one week of the acceptance of the material on the basis of test results and satisfactory completion of total supplies. Security amount/ bank guarantee shall be released /refunded without interest, on satisfactory completion of supplies.

10. OTHERS:-

- a. Hafed reserves the right to hold negotiations with the bidders after opening of the financial bids. So, the bidders are requested to remain present at the time of opening of the bids. In case, any of the bidders do not remain present at time of opening of the bids, it shall be presumed that he has quoted non-negotiable rates and decision shall be taken accordingly.
- b. Hafed will have the right to issue supply order in phases to any one or more tenderers whose tenders are accepted.
- c. Hafed reserves the right to accept or reject any or all tenders without assigning any reason.
- d. In case of any dispute, relating to the contract/supply order due to interpretation of the terms and the conditions or due to delay in the delivery, due to any other reason, the matter shall be referred to the Managing Director Hafed, Panchkula or his/her nominee for arbitration whose decision shall be final and binding upon both the parties.
- e. If the tenders are cancelled or recalled on any grounds, the tender document fee and e-service fee will not be refunded to the bidder.
- f. Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013 and 16.06.2014 will be applicable. The policy guidelines are available at etenders.hry.nic.in on home page under section as Corrigendum/Addendums click link on "Policy guidelines for procurement of stores and goods turnkey contracts-negotiation regarding State Government Policy issued vide G.O. No.2/2/2010-4IB-II dated 24.03.2015 will be applicable in respect of concessions to Haryana based MSMEs and KVIs. For claiming the relevant concession/s like tender fee security or turn-over condition,

the bidders are required to submit the documentary proof from Government authorities howing that they come under Haryana based MSME/KVI units as the case may be e.g. Entrepreneurs Memoranda in Haryana in bidder's name. This concession would be admissible only if the concerned Enterprises participates directly in the tender and not through any intermediaries i.e. their deals/ agents & distributors.

11. ARBITRATION:

- a. 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

The Specification of 1401 Basmati Rice:

1.	Moisture	12% max
2.	Length	7.85mm min
3.	Whiteness	32 kett
4.	Discolour	0.8% max
5.	Broken	0.5% max
6.	Purity	95% min
7.	Admixture	5% max
8.	Foreign matter	nil
9.	Cooking	Excellent
10.	Smell	Free from off smell
11.	Cooking breakage	5% max