

e-Auctions document and Terms and Conditions for Sale of approx. 3,013 MTs Kachchi Ghani Mustard Seed Oil (Loose) of HAFED available at following Oil Mills:

S. No.	Name and address of the Oil Mills where Kachchi Mustard Oil – loose will be available. (M/s)	Approx. quantity of Kachchi Ghani Mustard Seed Oil – loose for sale (qty. in MT)
1	Shri Bala Ji Oil Mill, Opposite Radha Swami Satsang Ashram, Kanina Road, Charkhi Dadri (Haryana)	695.30
2	Jai Radha Swami Oil Mill, Bhiwani Road, Kharak Kalan, Distt Bhiwani (Haryana)	409.00
3	Himgiri Industries, 170 HSIIDC Kutana, Rohtak (Haryana)	163.60
4	Laximi Oil and Ginning Factory, Kanina Road, Charkhi Dadri (Haryana)	113.60
5	Energy Aahar Pvt. Ltd., Village-Jassia, Distt Rohtak (Haryana)	449.90
6	Shakti Industries, Jagera Road, Ahmedgarh (Punjab)	654.40
7	Shree Mahavir Oil & Gen. Mills, Near Shiv Chowk, Surangarh Road, Sri-Ganganagar (Rajasthan)	327.20
8	Hafed Oil Mill, Konsiwas Road, Rewari (Haryana)	100
9	Hafed Oil Mill, Nizampur Road, Narnaul (Haryana)	100
	Total	3,013

TERMS & CONDITIONS:

The terms and conditions for e-auctions of approx. 3013 MT Kachchi Ghani Mustard Seed Oil (loose) is as under:

1. INVITATION FOR BIDS:

Haryana State Cooperative Supply & Marketing Federation Limited (HAFED) invites bids from interested buyer(s) of **Kachchi Ghani Mustard Seed Oil (loose)**, through Online Bidding / e-Auction to be conducted through platform of Auction Agencies as per online trading system made available on their platforms.

2. QUANTITY, ITEMS, DATE AND QUALITY:

- Approx. 3,013 MT Kachchi Ghani Mustard Oil (loose) is offered on “**AS IS WHERE IS BASIS**” at the above mentioned 9 Oil Mills. E-auctions will be conducted on **08.01.2021**.
- The specifications of Mustard Seed Oil is given at **Annexure-I**.

3. EARNEST MONEY DEPOSIT (EMD):

Each bidder(s) will have to deposit an amount equal to **2%** considering the rate of **Mustard Seed Oil Rs.15,000/- per quintal** as EMD in Escrow account provided by the Portal prior to bidding. The EMD/Security already lying with HAFED in any account will not be adjusted in this e-auctions.

4. SECURITY DEPOSIT (SD):

- The successful bidder(s) shall have to deposit **5% Security (including 2% EMD)** within **2 Bank working days** for the date of sale confirmation **with HAFED** in the

Bank / details etc. are given in this e-auctions document.

- In case, the buyer(s) fails to deposit of 5% security (including EMD) within stipulated time, the bargain shall be treated as cancelled and Earnest Money deposited by the buyer(s) would be forfeited.
- EMD/Security of buyer(s) will be released after completion of lifting process of Kachchi Ghani Mustard Oil (loose) and confirmation of lifting from the concerned Oil Mills/HAFED.

5. PRE-REQUISITES FOR BIDDING:

Bidder(s) referred to in this notice is any real individual or legal entity who wishes to buy Kachchi Ghani Mustard Seed Oil (loose). Only the registered members on the portal(s) can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. Interested members would be eligible to participate in the purchase of Kachchi Ghani Mustard Seed Oil (loose) on the portal. Parties or brokers may participate in the e-auction after registration with the portal as per contact note.

6. PRICE TO BE QUOTED:

Price is to be quoted by the buyer(s) for the above mentioned quantity and specifications of Kachchi Ghani Mustard Oil (loose) on '**AS IS WHERE IS BASIS**', ex-respective Oil Mills. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidder(s). Price quotation should be in **Rs. per Quintal**. The **GST/TCS** will be charged extra from the buyer(s) and will be over and above the price quoted. In case, any change in the rate of GST/TCS, the same will be applicable on the date of invoice. Other taxes, Levies, Cess, etc. if any, will be charged extra from the buyer(s) as

applicable as per actual on the date of Invoice.

7. TRANSACTION CHARGES:

The portal will charge transaction charge of 0.3% (GST, Tax extra, if applicable) of the actual sale value from the Buyer(s). The successful bidder(s) shall deposit transaction charges of 0.3% (GST extra if applicable) along-with 5% margin (SD) within 2 bank working days from the date of sale confirmation.

8. VALIDITY OF BID:

The bid(s) of all the bidder(s) at the final close of the e-Auction session must remain valid for a period of **05 working days** from the date of e-auction. HAFED will provide its consent on the e-auction results within **5 working days**.

9. ONLINE BIDDING / e-AUCTIONS SESSION DETAILS:

- a. **Date and Time of e-Auction:** The auction timings would be from **12:00 Noon to 1:00 PM**.
- b. The auction will be in one session (afternoon session) which will be opened for 15 minutes duration and there will be **3 extension of time of 5 minutes each**.
- c. Bidder(s), intended to purchase Kachchi Ghani Mustard Oil (loose) should quote both **Price and Oil Quantity** before completion of the e-auction time.
- d. The bidder(s) are required to quote price in **Rs. per quintal** for the offered quantity.
- e. The incremental tick size shall be **Rs.1.00 per qtl**.
- f. Bidder(s) have to bid for minimum **50 MT Kachchi Ghani Mustard Oil (Loose)**.
- g. The bidder(s) shall place their bids through the online trading systems made

available on the platform of Auction Agencies, as per the terms and conditions of the e-Auctions documents.

- h. HAFED reserves the right to specify a minimum base price of the offered quantity of Mustard Seed Oil (loose), below which, no bids will be accepted at auction platform.
- i. The highest valid bid(s) shall be declared as the H-1 bidder(s) by HAFED for the e-Auction. HAFED has sole discretion of declaring the H-1 bidder(s) as winner(s) or rejecting the H-1 bid(s). Declaration of H-1 price/rate will be done for the Oils at respective Oil Mills as mentioned above.
- j. HAFED reserves the right to give **Counter Offer** to the bidder(s).
- k. **H-1 matching round will be conducted for 30 minutes after the H-1 price discovery in the auction session:**
 - In H-1 matching round, the non H-1 bidders will be shown the H-1 price discovered, remaining quantity and the quantity they are eligible for (the final quantity they had quoted in the auction session).
 - The bidder(s) will have the option to click on AGREE button to change their earlier quoted price to the H-1 Price discovered in the auction for the quantity they have bid in the auction session.
 - All the bids so made shall be depicted as 'Provisionally Allotted'. The 'Provisionally Allotted' quantity is indicative only and is subject to acceptance of the H-1 Bid/Price by HAFED.
 - HAFED on its discretion can approve any bid received whether matching exercised by the bidder(s) or not.
 - During price discovery session, a bidder may modify his bid upwards to an incremental value more than the existing highest bid, second bid onwards every bid has to be at a price same or higher than the current highest price which is displayed in auction base screen. If higher bid is received, lower price bids are

knocked off.

- No cancellation of Bids shall be allowed during an auction session.
- The final results of the e-Auctions are binding on the bidder(s) and any requests for cancellation received after the conclusion of an auction session and confirmation, the EMD of the bidder(s) will be forfeited and debarred from participation in further tenders/e-Auctions of any commodity floated by HAFED.
- Any bid placed using the bidder's user name and the password shall be deemed to be an unconditional binding on the bidder to whom such user name and the password has been allotted the portal, inter-alia, for the purpose of the e-Auction and the bidder(s) 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.
- HAFED reserves the right to accept/reject any/all bid(s) received in the e-auctions or decreased the tendered quantity of Mustard Seed Oil (loose) without assigning any reason whatsoever.
- 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, effect market equilibrium or result in malpractice or manipulation of the bidding process, HAFED 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(s) 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 HAFED 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.

10. INTIMATION TO THE SUCCESSFUL BIDDER:

The bids of the highest bidder(s) of online bidding / e-Auction session may be declared as the Successful bidder(s) by HAFED. The confirmation to the successful bidder(s) will be sent by the Portal through registered e-mail or other means of communications with a copy to HAFED,.

11. SAMPLING AND INSPECTION OF OILS:

- The Kachchi Ghani Mustard Seed Oil stocks are stored at the above mentioned 9 Oil Mills. In case, the buyer(s) are keen to verify the quality of Oils before participating in bid, they may inspect the offered Oil stocks in the above mentioned 9 Oil Mills in any working day during the office hours.
- The specifications of Kachchi Ghani Mustard Oil given in **Annexure-I** are indicative only. Buyer(s) are suggested to check the quality of Oil at their own before participating in the auction. Buyer may visit the above mentioned Oil Mills and make assessment of the quality. HAFED shall not be responsible for any quality claim. 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". Bidder(s) desirous of inspecting the stocks may do so before participation in the e-Auctions.

12. ISSUANCE OF DELIVERY ORDER:

- HAFED will issue delivery order only on receipt of 100% payment of value of sale transaction inclusive of GST/TCS & applicable taxes, charges etc. in HAFED's

bank account from the successful bidder(s). HAFED will not be responsible for delay on part of the Portal.

- The successful bidders shall deposit the BID VALUE + GST + TCS (if applicable), penalty, interest etc. in the below noted bank / account number:

Name:	The Haryana State Cooperative Supply and Marketing Federation Ltd.
Name of Bank	HDFC, Sector-35-B, Chandigarh
Account No.:	00350310000229
IFSC Code:	HDFC0000035

- The buyer(s) should intimate to concerned portal for the transfer of funds giving full detail of the bidder including his name, Bank, Account Number, UTR Number, Contact number and address along with the quantity for which money has been deposited with the Portal. The concerned portal will intimate these details immediately to HAFED at the e-mail ID hafed.oilmills@gmail.com, omhfdrwr@gmail.com, omhfdnrl@gmail.com

13. LIQUIDATING DAMAGES:

- In case buyer(s) fails to comply with the payment and delivery condition as mentioned in the above document, the payment received by the HAFED will be forfeited without notice. The payment received by Portal against such auction will be transferred to HAFED. In case of such default bargains, Portal will be entitled for transaction charges on the actual payment received and forfeited by HAFED.
- HAFED shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to driage, theft, fire or any natural calamity etc. or any other consequences thereupon.

14. PAYMENT, DELIVERY AND LIFTING OF OIL STOCKS:

- The **delivery of Oils** will be made after receipt of full payment in HAFED Bank account as mentioned above within **05 (Five) Bank working days** from date of the sale confirmation. However, in case the payment is not made within **05 bank working days** as mentioned above, due to certain unavoidable circumstances beyond control, then further extension of **5 days** shall be granted on specific request from the Buyer(s) to HAFED in writing but **interest at the rate of 12%** shall be payable from the date of extension. No extension shall be granted beyond maximum period of **10 days** from the date of Sale Confirmation and even after the Buyer(s) fails to deposit full amount of bargain within above extended period, the bargain shall be treated as cancelled and EMD/Security shall stand forfeited without any notice.
- The successful bidder shall lift the entire stock within **15 working days from the date of sale confirmation.**
- In a situation where the Buyer(s) makes full payment of the settled bargain within 05 bank working days but does not lift the stocks within the 15 working days, in that case, the **penalty @ 1% per week** or part thereof subject to **maximum 2%** shall be charged after delivery free period of 15 working days.
- In case the buyer(s) fails to lift the confirmed quantity with penalty as mentioned above, the bargain shall be treated as cancelled and HAFD reserves the right to sale such quantity of Oils on the risk & cost and responsibility of the Buyer(s).
- No extension shall be granted beyond maximum period of **15 days** from the date of Sale Confirmation. In case, the buyer(s) fails to lift the Oil stocks within 15 working days, the bargain shall be treated as cancelled and the EMD/Security would be forfeited without any notice.
- The party will make his own arrangement for transport and will not be entitled to claim

any facility or assistance of transport from the Oil Mills.

- All expenses such as labor charges, loading charges, weighment charges, transportation, transit insurance etc. will be on buyer's account.
- Delivery of the stocks would be made in presence of representative of HAFED/above mentioned Oil Mills within the normal working hours. Any shortage/variation in weight at a later stage at buyer's storage premises shall not be considered. The final offered quantity of Kachchi Ghani Mustard Seed Oil (loose) will be delivered as per Delivery Order subject to availability of Oil stocks in the above mentioned Oil Mills.
- In case, where delivery falls short of the quantity paid for, on account of less Oil available with the above mentioned 9 Oil Mills, the costs to that extent will be refunded to the buyer(s) by HAFED. No interest on this account shall be paid by HAFED.
- The amount deposited by the buyer(s) would determine the quantity which can be lifted by the Buyer. The Buyer would mark intention of the quantity to be lifted through Portal. However, the minimum lot size for which the delivery order (DO) will be issued for **50 MT or the available stock of Kachchi Ghani Mustard Oil (loose) whichever is less.**
- After making full payment for the quantity to be lifted, the buyer(s) needs to fill in the details for preparing Delivery Order through the Portal. This delivery order needs to be presented to HAFED, which upon verification the final delivery order for lifting will be provided by HAFED.
- The Buyer shall make payment for the purchased stock during the Banking hours.
- HAFED shall issue the invoice of the delivered quantity of Mustard Seed Oil (Loose) at the time of lifting of Oil stocks before cargo leaves the Oil Mills.

- In case, the buyer(s) fails to deposit 100% amount of the final officer quantity of Mustard Seed Oil (loose) and applicable GST/TCS etc. within **05 Bank working days** from the date of sale confirmation **with HAFED** in the Bank / details etc. are given in this e-auctions document, the EMD and Security deposit by the successful bidder(s) would be forfeited. However, in case the payment is not made within **5 bank working days** as mentioned above, due to certain unavoidable circumstances beyond control, then HAFED reserves the right to give further extension of **5 days** on specific request from the buyer(s) in writing to HAFED but in that case **interest @ 12% pa** shall be payable by the buyer(s) from the date of such extension. No extension shall be granted beyond maximum period of **10 days** from the date of sale confirmation and even after the buyer(s) fails to deposit full amount of bargain within the extended period, the bargain shall be treated as cancelled and the EMD/Security shall stand forfeited without giving any notice.

15. GENERAL TERMS AND CONDITIONS:

- The Portal will ensure prompt and timely remittance of funds from the successful bidder(s), 5% Security Deposit (including EMD) received from the buyer(s) against the successful bid preferably on the same day or latest by the end of next Bank working day. This is subject to the buyer's fulfilling the obligations as required in the e-auction system. **In case there is delay in remittance of funds by the Portal(s), interest @ 12% p.a. shall be calculated on daily basis and charged for the delayed period.**
- HAFED shall be responsible for the delivery of Oils stock only when funds are received from the Portal / successful Buyer(s).
- Once the buyer(s) has deposited the obligation and delivery order is issued after confirmation of 100% funds remitted to HAFED, it is the obligation of HAFED to deliver the auctioned quantity to the successful buyer(s). Portal will not be

responsible for any shortage in deliveries and refund of balance amount thereof.

- HAFED responsibility shall cease once the Oils leave the above mentioned Oil Mill's premises and no claim of quality, quantity and or any other nature, from the Buyer will be entertained thereafter.
- For any clarification with regard to this e-auctions, they may contact GM, Hafed Oil Mill, Rewari **M.9354224155** email: omhfdwr@gmail.com & GM, Hafed Oil Mill, Narnaul **M.9354224145**. email: omhfdnrl@gmail.com.

16. 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 HAFED to the Successful bidder(s) / Buyer(s) along with any amendment through email ID of the Buyer(s).

17. INTERNET CONNECTIVITY:

HAFED 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 Platform.

18. FORCE MAJEURE:

In case of occurrence of any of the force majeure circumstances, namely act of God, natural calamity, fire, Govt. of India's 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. ARBITRATION:

- a. This e-auction 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 Hon'ble Punjab & Haryana at High Court of Chandigarh shall have the jurisdiction in all matters arising out of/touching and/or concerning this auction document and parties to this auction 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 auction document including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled 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.

FINANCIAL BID:

The financial bid will be quoted on '**AS IS WHERE IS BASIS**', ex-respective Oil Mills. Price quotation will be in **Rs. per Quintal**. The **GST/TCS** will be applicable on buyer(s) over and above the price quoted. In case, change in the rate of GST/TCS, the same will be applicable on the date of invoice. Other taxes, Levies, Cess etc. if any, will be charged extra from the buyer as applicable as per actual.

The rates in the financial bid shall be quoted as mentioned above separately in respect of each of the above Oil Mills as under :-

S. No.	Name and locations of the Oil Mills where Kachchi Ghani Mustard Oil (loose) will be available.	Quantity of Mustard Seed Oil for which rates are being quoted minimum for 500 quintals. (Qty. in quintals.)	Offered rates excluding GST/TCS/other taxes (Rs. per qtls. of Kachchi Ghani Mustard Seed Oil (loose))
1	Shri Bala Ji Oil Mill, Opposite Radha Swami Satsang Ashram, Kanina Road, Charkhi Dadri (Haryana)		
2	Jai Radha Swami Oil Mill, Bhiwani Road, Kharak Kalan, Distt Bhiwani (Haryana)		
3	Himgiri Industries, 170 HSIIDC Kutana, Rohtak (Haryana)		
4	Laximi Oil and Ginning Factory, Kanina Road, Charkhi Dadri (Haryana)		
5	Energy Aahar Pvt. Ltd., Village- Jassia, Distt. Rohtak (Haryana)		
6	Shakti Industries, Jagera Road, Ahmedgarh (Punjab)		
7	Shree Mahavir Oil & Gen. Mills, Near Shiv Chowk, Surangarh Road, Sri-Ganganagar (Rajasthan)		
8	Hafed Oil Mill, Konsiwas Road, Rewari (Haryana)		
9	Hafed Oil Mill, Nizampur Road, Narnaul (Haryana)		

Annexure-I**Specifications of Mustard Oil
(As per FSSAI Norms and Govt. Guidelines)**

Sr. No.	Parameter	Value
1	Moisture & Insoluble Impurities %age by wt	0.25 Max.
2	Colour in 1/4" Cell (Y+5R)	50 Unit Max.
3	Specific Gravity (30/30C)	0.907 - 0.910
4	Refractive index at 40°C	1.4646 - 1.4662
5	Saponification Value	168 - 177
6	Iodine Value	98 - 112
7	USM %Age by wt	1.20 Max.
8	Acid value (%age by wt)	2.0 Max.
9	Beliers Test (Turbidity Temp)	23 - 27.5 C
10	Poly Bromide Test	Negative
11	Test for Hydrocyanic Acid	Negative
12	Test for Argemone Oil (TLC)	Negative
13	Test for Mineral Oil (TLC)	Negative
14	Test for Rancidity	Negative
15	Suspended and Foreign Matter	Negative
16	Taste and flavour	Characteristic
17	%age of Natural Oil (as ATC) wt %age	0.20 - 0.60
18	Shelf life	12 months