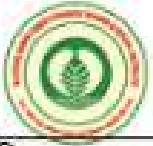


## मध्यप्रदेश राज्य लघु वनोपज (व्यापार एवं विकास) सहकारी संघ, मर्यादित



74 बंगले, इंदिरा निकुंज, खेल परिसर, भोपाल

वेबसाइट [www.mfpfederation.org](http://www.mfpfederation.org), [www.vindhyaherbals.in](http://www.vindhyaherbals.in)

Email: [md.mfpfed@mp.gov.in](mailto:md.mfpfed@mp.gov.in), [mpmfpit@gmail.com](mailto:mpmfpit@gmail.com), [mfpparct@gmail.com](mailto:mfpparct@gmail.com)

निविदा क्र./MFP/Honey/2023/661

भोपाल, दिनांक 31 /05/2023

### WILD FOREST HONEY (PROCESSED) के विक्रय हेतु ऑफर आमंत्रण सूचना

वर्ष 2022 का Wild Forest Honey (Processed) मात्रा 20 मेट्रिक टन का विक्रय, सेवा प्रदाता NCDEX E-MARKET LTD. (NEML) के पोर्टल ([www.neml.in](http://www.neml.in)) के माध्यम से ई-नीलामी द्वारा किया जाना है। ई-नीलामी की कार्यवाही सेवा प्रदाता पोर्टल पर दिनांक 21 जून, 2023 से प्रारंभ की जाएगी।

इच्छुक क्रेता अधिकृत सेवा प्रदाता पोर्टल पर पंजीयन कराकर ई-नीलामी प्रक्रिया में भाग ले सकेंगे। ई-नीलामी की शर्तें एवं सभी संशोधन लघु वनोपज संघ की वेबसाइट <http://www.mfpfederation.org>, सेवा प्रदाता पोर्टल ([www.neml.in](http://www.neml.in)) एवं एम.एफ.पी.पार्क की वेबसाइट <http://www.vindhyaherbals.in> पर दर्शित होंगे।

अपर प्रबंध संचालक/मुख्य कार्यपालन अधिकारी

**M.P. STATE MINOR FOREST PRODUCE (TRADING AND DEVELOPMENT)  
CO.OP. FEDERATION LIMITED, 74-BUNGLOW, KHEL PARISAR, INDRA  
NIKUNJ, BHOPAL-462003, (M.P.), INDIA Tel No. 91-755-2674349, 2760585,  
FAX: 91-755-2552628  
[Email : mpmpfit@gmail.com](mailto:mpmpfit@gmail.com)**

**CONTRACT NOTE FOR E-AUCTION OF WILD FOREST HONEY (PROCESSED) 2022**

**TERMS & CONDITIONS OF E-AUCTION**

**1. INVITATION FOR BIDS:**

Madhya Pradesh State Minor Forest Produce (Trading & Development) Ltd. (MPMFPEFED)'s Minor Forest Produce Processing and Research Centre (MFP-PARC)- Bhopal, MP (herein after called the Seller and referred as **MFP-PARC**) invites bids from interested buyers for sale **WILD FOREST HONEY (PROCESSED) 2022** through NCDEX e Markets Ltd. Platform (herein after called the NeML). The online trading system made available by NCDEX e Markets Ltd, as per the salient and detailed terms and conditions prescribed hereunder:-

**Salient Features**

<b>Price Quote</b>	Rs/Quintal
<b>Tick Size</b>	Incremental bid by 1 Rs.
<b>Minimum Quantity</b>	1 MT and thereafter in multiple of 1 MT up to the available quantity.
<b>Bid Quantity</b>	1 MT (Yankee Auction)
<b>Price Quote</b>	Exclusive of the applicable taxes (5% GST, mandi tax etc)
<b>EMD</b>	Bidders have to deposit 10.59% (10% EMD + 0.59% for NeML TC + GST) of the bid value in Client Escrow Account prior to auction. System will block EMD of successful bidders only. After bid confirmation received from MFP-PARC, <b>NeML will transfer 10% EMD of approved bidders into MFP-PARC's registered bank a/c within same day or Next bank working day.</b>
<b>Payment of balance amount by successful bidder</b>	Approved bidders have to deposit 90% (Balance) amount of trade value within <b>3 consecutive bank working days</b> after the date of approval into NeML Escrow A/c. If the balance amount (90%) not deposited within the specified time period the EMD amount would be forfeited.
<b>NeML Transaction charges</b>	NeML transaction charges 0.50% + 18% GST of trade value will be charged from successful bidders only and it would be recovered from EMD amount.
<b>TDS</b>	TDS 1% of trade value will be deducted from Seller's Final Payout.
<b>IGST</b>	1% IGST will be deducted from seller's Final Payout and Deposit against the Seller GST Portal by NeML
<b>Base Price</b>	MFP-PARC may prescribe Disclosed/Undisclosed Base price for auction however bidders can bid for below the Base Price.

<b>Issue of Delivery Order</b>	<p>After the deposit of Balance amount within the stipulated time, NeML will transfer the balance 90% after deducting 1% TDS in to MFP-PARC bank account.</p> <p>After receipt of balance 90% trade value MFP-PARC prepare the delivery order with in a week and inform NeML and successful bidders and concerned dept for delivery execution. Buyers have to lift the allocated stocks within the specified delivery time period.</p> <p><b>MFP-PARC will confirm the actual delivered quantity against the allocated quantity to NeML via registered email. 10% EMD amount will be adjusted in the final delivered quantity.</b></p>
<b>Stock Lifting Conditions</b>	The lifting of the wild forest honey must be completed within 20 working days after the issue of Delivery Order to seller. After 20 free lifting days delivery period can be extended for maximum 15 warehouse working days by paying applicable Warehouses storage charges as prescribed by MFP-PARC
<b>APMC cess and other charges`</b>	Buyer shall have to pay applicable mandi taxes, loading charges, any other applicable charges/taxes
<b>BIO Diversity</b>	Buyer shall have to Pay, if applicable
<b>GST Charges</b>	5% GST will be borne by buyer.
<b>Delivered weight</b>	Net weight basis (excluding Container weight). minimum container weight 30 kg. Allowable Weight variation of +/- 5%.

## **2. ITEMS, QUALITY AND QUANTITY:**

The commodity is offered by MFP-PARC on “**as is where is basis**” at the locations as per Annexure-I

- Bids received for less than the specified quantity for a particular location and item shall not be considered.
- Bidder can check quality between 10.00 AM to 5.00 PM on all working days at the place where the stocks proposed for sale are available.
- The bidder must check thoroughly the quality of the stocks before participating in e auction.
- Bid quantity mentioned above is only approximate and may vary.

## **3. ELIGIBILITY / PREQUALIFICATION CONDITIONS.**

- Valid GST Copy
- Valid Pan Copy
- Valid APMC License
- Valid MFP License
- Declaration for not using cargo for Alcohol/ Black Listed items

#### **4. BID PRICE:**

<b>Name</b>	<b>Email</b>	<b>Contact Number</b>	<b>State</b>
Mr. Jitendra Raikwar	<a href="mailto:jitendra.raikwar@neml.in">jitendra.raikwar@neml.in</a>	9589015015	Madhya Pradesh
Mr. Shailendra Malviya	<a href="mailto:shailendra.malviya@neml.in">shailendra.malviya@neml.in</a>	9981306350	Madhya Pradesh
Mr. Rakesh Mishra	<a href="mailto:Rakesh.mishra@neml.in">Rakesh.mishra@neml.in</a>	9981769990	Madhya Pradesh
Mr. Anshu Shukla	<a href="mailto:anshu.shukla@neml.in">anshu.shukla@neml.in</a>	7723947684	Madhya Pradesh
Mr. Yogesh Bansal	<a href="mailto:yogesh.bansal@neml.in">yogesh.bansal@neml.in</a>	9752983891	Madhya Pradesh
Mr. Pankaj Thakur	<a href="mailto:pankaj.thakur@neml.in">pankaj.thakur@neml.in</a>	9713362855	Madhya Pradesh

Bidders can quote bid Price for Gross weight, excluding all taxes, GST and other expenses and quality basis on 'as is where is' basis. MFP-PARC may declare the disclosed/undisclosed floor price of commodities. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders.

#### **5. VALIDITY:**

The Bids of all Bidders at the final close of the e-auction session must remain valid for a period of 03 working day after completion of the auction session. MFP-PARC **will provide its consent on the e-auction results within three working days (after the receipt of bid history from NeML) by mail to NeML**, after which, email will be sent to all successful bidders on the registered email as per NeML records within one day after the bid confirmation/approvals.

#### **6. PRE-REQUISITES FOR BIDDING THROUGH NCDEX E MARKETS LTD PLATFORM**

Bidder referred to in this notice is any real individual or legal entity who wishes to buy Minor Forest Produce. Only the registered members of the NCDEX e Markets Limited (NeML) can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. For registration to participate in e-auctions, Bidder should pay applicable fee in favor of NCDEX e Markets Limited (NeML) through Cheque/Direct Bank Transfer/DD/RTGS/NEFT and complete the registration with NeML via Online/Offline mode.

Interested existing CP members of NeML who have renewed their membership, would be eligible to participate in the purchase of Minor Forest Produce through NeML e auction platform. Parties can participate in the e-auction after registration with NeML as per contact note. Bidders may contact MFP-PARC, Bhopal - Telephone No. 0755 – 2552659, Mr. Virendra Singh Parmar (BMU) - 9827099528, Jitendra Raikwar (NeML)- 9589015015 for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

Bidders may also contact Customer Service Group of NCDEX e Markets Limited on +91 022-48810555/551/552/528/529 or alternatively email [askus@neml.in](mailto:askus@neml.in) for any clarifications regarding membership & terms and condition of e-Auction.

Bidders may also contact officers of NeML for any clarifications regarding registration & terms and condition of e-Auction. Details of NeML contact person are as:

## **7. EMD Deposit:**

- a. An amount equivalent to 10.59% of the bid amount shall be deposited by the bidder in client Escrow account, before placing any bid through NeML Portal.
- b. Bidder/member should intimate NCDEX e Markets Limited for the transfer of funds through CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 022-48810551/52)
- c. The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in their Escrow account. The amount deposited as EMD would determine the bidding capacity of the bidder.
- d. Only the EMD of the highest bidder would be blocked by NCDEX e Markets Ltd. EMD of the unsuccessful bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), will be returned by NCDEX e Markets Ltd on the withdrawal request made by the bidder through CS Tracker within one working days after the confirmation/rejection of bids from MFP-PARC.

## **8. ONLINE BIDDING/E-AUCTION SESSION DETAILS:**

- a. The Auction Session will open on one particular day/date as decided between NCDEX e Markets Ltd & MFP-PARC.
- b. If any bid is received 3 minutes prior to the schedule auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction end time. There shall be maximum 3 such extensions.
- c. The bidders shall place their bids online on NCDEX e Markets Ltd Platform <https://market.neml.in>, the online trading system made available by NCDEX e Markets Ltd, as per the terms and conditions of the E Auction such as the minimum quantity for putting the bids, required EMD deposit etc.
- d. The Bidders to quote rate in **Indian Rupees/kg** for each item on offer.
- e. MFP-PARC may specify a Base price below which bids shall be accepted by NCDEX e Markets Ltd Platform.
- f. Bidders have to bid for a minimum or available quantity at a particular warehouse/location whichever is less and thereafter in multiples of defined lot size up to a maximum quantity per warehouse / location. Minimum quantity can be customized as per the requirement.
- g. The incremental tick size shall be Rs. 1 (One Rupee)/kg.
- h. During an auction session, a bidder may modify their bid upwards to an incremental value more than the highest bid.
- i. No cancellation of bids shall be allowed during an auction session.
- j. The final results of the Auction as declared by NCDEX e Markets Ltd after confirmation/rejection of bids by MFP-PARC are binding on all bidders and any requests for cancellation received after the conclusion of an auction session shall result in the forfeiture of the EMD and transferred to Seller after deduction of NeML transaction charges ( plus GST).
- k. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NCDEX e Markets Ltd, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username 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.
- l. MFP-PARC reserves the right to accept or reject any or all bids including the highest bid wholly or partially or counter the bid(s) including right to increase or decrease the quantity without assigning any reasons thereof and the bidder shall not raise any dispute

## **9. INTERNET CONNECTIVITY**

NeML 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 Ltd Platform/Exchange Platform <https://market.neml.in>. For any reason whatsoever, in case the scheduled e-auction does not get complete as intended, NeML in consultation with MFP-PARC may re-schedule the e-auction on a different date and time.

## **10. TRANSACTION CHARGES:**

NCDEX e Markets Ltd will charge transaction charge of 0.50% (GST Extra) of the Auction Traded Value from Buyer, which NeML will deduct from the EMD deposited by the buyer after the received Trade confirmation. There would be no NeML Transaction Charges from MFP-PARC.

## **11. PAYMENT AND LIFTING OF THE STOCKS:**

- a. After bid approval successful bidders need to deposit balance 90% trade value into their escrow account.
- b. MFP-PARC will prepare the DO put sign and signature and handover the DO copy to buyer registered email id, NeML email id, and copy to warehouse man.
- c. Buyers have to lift the stock within free lifting period of 20 warehouse working days after the issue of delivery order.
- d. After completion of free lifting days, delivery period can be extended for maximum 15 warehouse working days (beyond free lifting period) on specific request in writing from the buyer after the approval of MFP-PARC. No extension shall be granted beyond maximum period.
- e. After final delivery to buyer, MFP-PARC will send the final lifted quantity details to NeML via registered email id. If any short delivery MFP-PARC will refund the amount calculated as actual delivery quantity x approved rate back to NeML settlement account. Refund shall be completed within 10 bank working days.
- f. Buyer have to pay applicable warehouse charges for the extended delivery period directly to MFP-PARC or the concerned district union.
- g. Delivery of the stocks would be made in presence of authorized representative from buyer and seller within the normal working hours of CWC/SWC on 100 percent weighment basis at weighbridges/weighing scale as stipulated by MFP-PARC and the same shall be considered as final. Any shortage/variation in weight at a later stage/in party's godown shall not be considered. The contracted quantity will be delivered as per DO subject to availability of stock in warehouse.
- h. In case the Buyer fails to lift the confirmed quantity within the free period, as above, the stocks shall continue to be stored by MFP-PARC on behalf of the party at the cost, risk and responsibility of the party only and MFP-PARC shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to moisture loss, theft, fire or any natural calamity, etc. or any other consequences thereupon.
- i. Since sale is on ex-warehouse and "as is where is basis", all expenses such as Mandi Tax, labour charges, loading charges, weighment charges and applicable GST etc. will be on buyer's account.

- j. 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. Parties desirous of inspecting the stocks may do so before participation in tender/ e-Auction.
- k. GST and all other levies/tax as applicable would be extra and on buyer’s account.
- l. MFP-PARC’s responsibility shall cease once the goods leave the warehouse premises and no claim of quality, quantity and or any other nature, from the Buyer will be entertained thereafter.
- m. In case Buyer fails to lift material within maximum 20 warehouse working days (Including extension period) after the date of issue of delivery order, Buyer’s 10% EMD amount will be forfeited and fresh e auction will be conducted by MFP-PARC. Balance payment (without interest) would be released to buyer’s Escrow account.
- n. The loading and Weighment charges are to be borne by the Buyer.
- o. In the event of the failure by the Seller to deliver the auctioned MFP within the stipulated time including the enhanced period for the Buyer to take the physical delivery of the same despite the Buyer approaching for lifting, NCDEX e Markets Ltd shall refund the EMD amount to the Buyer and the transaction shall stand cancelled. MFP-PARC have to refund 100% of Sales Proceed payment deposited by successful buyer within one week after the date of cancellation or part delivery.

## **12. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

## **13. Resolution of Disputes:**

**13.1 In case of any disputes relating to sale including the interpretation of any of the Clause /Clauses of the tender, the matter shall be referred to MD, Madhya Pradesh State Minor Forest Produce (T&D) Co-operative Federation\_(MFP-PARC) for resolution of dispute.**

13.2 In case of any disputes remain unresolved or any party is dissatisfied with the decision taken by the MD the matter shall be referred to a sole Arbitrator to be appointed by the MFP-PARC at its sole and absolute discretion. The arbitration shall be held in Bhopal and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with Arbitration and Conciliation Act, 1996 along with its amendments from to time.

13.3 NeML shall not be responsible for any dispute arising between the buyer and seller relating contract note herein mentioned above or anything related thereto. Both Buyer and Seller agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller. NeML is merely providing electronic trading platform for the purpose of facilitation of trade and both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of NeML being a party to any dispute between buyer and seller.

#### **14. CORRUPT PRACTICES:**

In case of any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the MFP-PARC then such Buyers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Buyer or on his behalf at any stage of tender process or while taking delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted from further auction on NeML platform.



## Annexure I

### Delivery location/point and Packaging details

<b>S No</b>	<b>Delivery Point</b>	<b>Packaging Details</b>
1.	Vindhya Herbals MFP- 2022 PARC Barkheda Pathani Bhopal M.P.	<ol style="list-style-type: none"><li>1. Buyer has to arrange food grade packaging material minimum container 30 KG.</li><li>2. On buyers request, Seller may arrange containers depending upon availability in different pack size - 30 kg, 60 kg and 150 kg on chargeable basis.</li></ol>