# Bid EVALUATION RESULT FOR PRODUCTS LISTED IN REVERSE AUCTION

**Contents**

[BID EVALUATION RESULT FOR PRODUCTS LISTED IN REVERSE AUCTION 1](#_heading=h.gjdgxs)

[CHAPTER 1 - AUCTION PARAMETERS 2](#_heading=h.30j0zll)

[Definition 2](#_heading=h.1fob9te)

[Authority 2](#_heading=h.3znysh7)

[Unit of Trading 2](#_heading=h.2et92p0)

[Quantity and Product Specifications 2](#_heading=h.tyjcwt)

[Trade Parameters 2](#_heading=h.3dy6vkm)

[Quotation Price and Tick Size 2](#_heading=h.1t3h5sf)

[Auction Calendar 3](#_heading=h.4d34og8)

[Pre-Requisites for Bidding 3](#_heading=h.2s8eyo1)

[Auction Method (Reverse Auctions) 3](#_heading=h.17dp8vu)

[Margin Requirements 4](#_heading=h.3rdcrjn)

[Contract Period 4](#_heading=h.26in1rg)

[Dispute Resolution 5](#_heading=h.lnxbz9)

[Force Majeure 5](#_heading=h.35nkun2)

[CHAPTER 2 - DELIVERY PROCEDURES 6](#_heading=h.1ksv4uv)

[Delivery Timing 6](#_heading=h.44sinio)

[Delivery Size 6](#_heading=h.2jxsxqh)

[Quality Standards and Specifications 6](#_heading=h.z337ya)

[Assaying 7](#_heading=h.3j2qqm3)

[Delivery and Payment 7](#_heading=h.1y810tw)

[Packaging 9](#_heading=h.4i7ojhp)

[Transaction Charges 9](#_heading=h.2xcytpi)

# CHAPTER 1 - AUCTION PARAMETERS

## Definition

The products listed for reverse auctions include – Agri, Packing materials, Edible oils, Chemicals, Minerals, supplements etc except for Sugar and Dairy products. The entire lists of products being traded are available in the products page at www.ncdfiemarket.com

## Authority

Buyers authorized by NCDFI eMarket may put up Reverse Price Auction whenever they want to purchase required commodities.

## Unit of Trading

The unit of trading shall be in Rs per Quintal/Rs per Kg/Rs per unit or as mentioned in the newsletter.

## Quantity and Product Specifications

Buyer will specify the required product and quantity. The product to be supplied should be as per the specifications provided by the Buyer.

## Trade Parameters

The following Parameters of the product need to be provided by Buyer.

Product name

Delivery Location

Delivery Period

Quantity

## Quotation Price and Tick Size

Unit of Price Quotation shall be Rs per Quintal/Rs per Kg/Rs per unit or as mentioned in the newsletter. The tick size of the price of the products shall vary for individual products and shall be communicated to the bidders prior to the auction.

The price quoted by the seller/broker shall be on FOR basis for location wise lots and are:

1. Inclusive of all incidental expenditure, cost of assaying, unloading charges (if not mentioned specifically by the Buyer), transaction charges, GST if any, payable for delivery at location level.
2. Inclusive of cost of packing, transportation charges, assaying charges, NCDFI eMarket transaction costs.

## Auction Calendar

The auctions will be conducted on specified day and time, and the same will be communicated to respective members.

The auction session will consist of a maximum of 15 minutes apart from 3 extensions of 5 minutes each subject to receipt of bids in the last three minutes.

Buyers have to provide the product, quantity and quality parameters for the auction two days prior to auction date to enable the portal to display the auction details on the NCDFI eMarket.

The auction calendar may be changed at the discretion of NCDFI. All timings are as per Indian Standard Timings (IST).

## Pre-Requisites for Bidding

All registered members of the NCDFI eMarket are eligible to Bid. Bidders may contact NCDFI for any clarifications regarding membership & terms and conditions of NCDFI eMarket.

## Auction Method (Reverse Auctions)

1. Required Product, Quantity and other parameters of the products offered for auction by respective buyers shall be provided by prescribed date.
2. The auction consists of a single session round. While duration of session round is for 15 minutes followed by 5 minutes of extension each for any bid received from seller/ broker in the last 3 minutes before end of the session round. Likewise in total, three such extensions of 5 minutes are provided. The seller/broker will have to bid for the entire quantity during the session. The seller/broker may modify the bid multiple number of times till the closure of the auction session.
3. During an auction session, a bidder may modify his price downward in the auction.
4. No cancellation of Bids shall be allowed once the auction session is concluded. However, during the session timings, bidders can modify their bids number of times and last bid shall be final.
5. The final results of the eAuction 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 Margin money.
6. 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, inter-alia, for the purpose of the eAuction 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 eAuction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

## Margin Requirements

Margin money of 0.5% or as may be mentioned in the newsletter, whichever is higher, would have to be deposited for the quantity to be bid by the seller/broker prior to bidding in the eAuction session.

1. The Sellers/Brokers shall be allowed by NCDFI to bid only if the requisite EMD amount is available with NCDFI. The amount deposited as EMD would determine the bidding capacity of the bidder.
2. Only the Margin of the successful seller/broker would be blocked by NCDFI. Margins of the unsuccessful sellers/broker, including those whose bid(s) are not accepted due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NCDFI.
3. The successful seller/broker will have to deposit prescribed percentage as the security deposit with NCDFI eMarket after declaration of winner within 2 working days.

In some of the cases, buyers can ask for separate security deposits. Hence, sellers/broker needs to check the required margins from the respective newsletters.

## Contract Period

The contract period for effecting delivery and payment shall be within the specified Contract Period Date mentioned for the auction.

## Dispute Resolution

In case of any deviation in Bid Evaluation Result and Terms & Conditions provided @ www.ncdfiemarket.com, the terms mentioned in the NCDFI eMarket website shall be final. Any dispute or difference in respect of any matter relating to or arising out of the Contract would be first brought to the Market Oversight Committee of NCDFI eMarket.

If the parties do not agree to the resolution proposed by Market Oversight

Committee, the parties are free to appeal to the National Dairy Development

Board (NDDB). The decision of the NDDB shall be final and binding on all parties.

Subject to the aforesaid, the Courts at Anand alone shall have jurisdiction in respect of any matter arising from or related to the present agreement including any matter arising from or related to the arbitration referred to hereinabove.

## 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/Broker 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 three months, either party shall have the right to refuse to fulfil 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.

# CHAPTER 2 - DELIVERY PROCEDURES

## Delivery Timing

Timely delivery of material ordered, as per schedule(s) shall be the essence of the contract. However, regular and continuous supply has to be ensured during the delivery period. In case of shifting of material due to irregular supply, transportation/shifting charges will be at the suppliers cost. The supplier shall have to ensure that, the entire quantity ordered is delivered to the respective units on or before the scheduled date. Delivery of the material shall be completed within the time frame given at the time of floating the auction.

Only the vehicle reaching before 3 PM shall be considered for unloading on the same day. If the last day happens to be a holiday the material shall be unloaded on the next working day.

## Delivery Size

A quantity variation of only 5% of excess or shortage in case of the ordered quantity is 100 MT & only 2% of excess or shortage in case the ordered quantity is more than 100 MT is accepted.

## Quality Standards and Specifications

Parameters and Rebate section of the products are as mentioned in the Terms and conditions and Product specification document provided by the buyer.

Sellers/Brokers are required to check these specifications before participating in the auctions. Minor deviation is acceptable as per the terms mentioned in the Rebate section.

The supplied material should be as per the specifications mentioned by the Buyer. Supplier can supply better grade material but no premium would be given by the respective buyer in such cases unless mentioned otherwise.

The quantity offered for purchase by respective buyers will be published and provided to all prospective sellers/brokers at least 1 day prior to the auction date.

## Assaying

The buyer can get the goods assayed as per the specifications at unloading point. For this purpose, he can use his own lab facilities or a nearby lab.

Samples for assaying would be drawn by the buyer randomly. A copy of quality check assaying reports will be submitted to the seller. Buyer will have to bear the cost of assaying.

In case of dispute on quality reports, the seller/broker need to arrange testing of the samples drawn by the buyer at a mutually agreed lab or at

Centre for Analysis & Learning in Livestock & Food (CALF), Near IRMA Gate, Anand 388 001.

In such a case, the Seller/broker will have to bear the cost of assaying. The quality reports received from the mutually agreed lab or CALF would be considered as final. In case the goods fail the test as per the specifications prescribed, the seller/broker will replace the goods as per specifications within the delivery time period.

## Delivery and Payment

Detailed steps of clearing and settlement of trade would be done through https://posttradencdfiemarket.com by buyer and seller/broker.

Buyers will have option to make direct payment to the seller or route the payments through NCDFI eMarket. In both the cases, payment is the responsibility of the buyer and NCDFI eMarket cannot be made responsible for payments.

The successful supplier shall have to supply the ordered quantity of the material as per the specifications prescribed within the time frame mentioned during the eAuctions schedule.

In case of non-supply / delayed supply as per the given delivery schedule, liquidated damage for delay in supply shall be recovered as mentioned in the Terms and conditions or else to be computed @ 1% upto one week on pro rata per day basis (*i.e 0.14% of the trade value per day upto 7 days for* *each day delay*). Undelivered quantity beyond one week from the mandated delivery time frame will be termed as default and accordingly forfeiture of margin money will be initiated to the extent of undelivered quantity. In addition to this, Buyer shall also have the right to forfeit the security deposit of the supplier besides black-listing the firm.

The successful suppliers should take adequate precautions to prevent damage or deterioration of the material during storage/ transportation. He should also insure the stock during transit at his cost.

Consignment will be unloaded at the designated warehouse/ plant during working hours only i.e. between 10 AM and 3 PM. On arrival of the consignment the Depot Manager of Buyer will verify the documents and draw samples randomly and after being satisfied with the quality of the material, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading. Subsequently, he may arrange for assaying of the drawn samples, as per the standard sampling procedure.

The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before unloading and after unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice/delivery challan shall be handed over to Depot Manager of buyer at the time of giving delivery.

Deliveries without valid documents will be rejected and will not be inwarded by the concerned Depot Manager.

The net delivered weight (excluding of empty HDPE/jute bags) of the delivered goods is recorded for determining the quantity supplied. This quantity would be considered for calculation of the trade amount. The payment is processed based on the accepted quantity at the designated location, quality report by the assayer. The weight of empty HDPE/gunny bag will be deducted from the received/accepted weight for making payments.

If the material supplied is found to be of inferior quality as compared to the specifications, buyer will have the option either to reject the material all together or to accept the same at reduced rates determined on the basis of

Rebate schedule.

The supplier shall submit the following documents giving delivery of the consignment to the respective wholesale points of Buyer and a copy to the NCDFI eMarket.

1. Commercial Invoice.
2. Electronic Weigh Bridge receipts at unloading point.
3. Stock Receipt issued by Depot Manager of buyer.

Only on successful delivery, margins of seller/brokers will be released. The responsibility of seller exists till the ex-godown delivery of buyer i.e. FOR delivery inclusive of all taxes and duties.

In case the seller/broker fails to deliver the stocks within the stipulated contract period buyer will be free to rescind the contract and purchase the stock from alternative sources. In this case, the margin deposited by the seller/broker will stand forfeited and passed on to buyer after recovering the applicable transaction fees. In case of full/partial failure in supplies by the seller, liability of the NCDFI eMarket shall be limited to the blocked EMD/SD of the Sellers.

## Packaging

Packaging shall be in sound second hand gunny/HDPE bags. If the packing is not found in agreement with these norms, buyer can impose rebate as per the Rebate schedule.

All information should be as per standards of Weights & Measures Act, 1976

& the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety & Standards Act, 2006 and Regulations there under.

## Transaction Charges

NCDFI shall collect transaction charge of the contract value from the seller/broker, as per transaction charge schedule published and in force at www.ncdfiemarket.com. These transaction charges shall be deducted from margin money of seller/broker.

Unsuccessful bidders will not be charged with any transaction charges.