

BSE E Agriculture Markets Limited (BEAM)

| |
|---|
| Circular No: BEAM/TRADING/002 |
| Date: November 29, 2021 |
| Subject: MSCTDC Nandurbar Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada stocks offered for sale on the platform of BSE E Agriculture Markets Limited on 30 November - 2021 |

To all the Members of BSE E Agriculture Markets Limited

All Trading members are hereby requested to take a note of sale of stocks collected by MSCTDC (Maharashtra State Co-Operative Tribal Development Corporation Ltd), offered on the platform of BEAM (BSE E Agriculture Markets Limited) vide Forward Yankee e-auction dated 30th November 2021 from 1.00 PM to 5.00 PM.

The contract note cum terms and conditions for the sale of MSCTDC Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada stock is as per Annexure attached herewith. The transactions therein will be subject to circulars, directives & notices issued by the BEAM (BSE E Agriculture Markets Limited) from time to time.

For and on behalf of BEAM

Kartik Thakkar

Head- Operations & Finance
For Further Information / Clarifications,

Please Contact: Customer Service on Phone: **022-22725048**

Babarao Suryawanshi – 8108908978
Nikhil Bhatia - 9920472012

TERMS & CONDITON

1. INVITATION FOR BIDS

The Managing Director of MSCTDC on behalf of Maharashtra State Tribal Development Corporation, Nashik (MSCTDC) invites bids from interested buyers of Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada procured by MSCTDC (Maharashtra State Co– Operative Development Corporation Ltd , through Online Bidding/E auction conducted through BEAM (BSE E Agriculture Markets Limited) platform www.bsebeam.com, the online trading system made available by BSE E Agriculture Markets Limited, as per the terms and conditions prescribed hereunder.

2. DOCUMENTS TO BE FURNISHED TO BEAM ALONG WITH APPLICATION FOR REGISTRATION

- Duly filled membership application form.
(Downloadable from membershipregistration.bsebeam.com or write to beam.customer@bsebeam.com)
- Self- attested copy of PAN card &/or Aadhar card
- Certificate of registration under GST.
- Bank Details with proof.
Declaration for Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law. Declaration for Not having been blacklisted by any organization or Government for non- performance of contractual obligation.
- The applicant must sign all the pages of tender document duly stamped and submit along with relevant documents and attach the same to duly filled applications. Applications without valid documents will be rejected and kept pending for registration.
- Membership fee, payable to BEAM: INR. 5000/- plus GST(18%) =**Rupees 5900/-** towards registration fee to enroll on BEAM for participation in e-auction shall be enclosed along with the application separately. The

membership registration fee can also be transferred by online banking system to below mentioned bank accounts of BEAM.

| Bank Name | Bank Account Name | Current A/C | IFSC Code | Branch Name |
|------------|------------------------------------|----------------|-------------|---------------|
| HDFC Bank | BSE E Agricultural Markets Limited | 57500000595741 | HDFC0000060 | Fort |
| ICICI Bank | BSE E Agricultural Markets Limited | 000405127188 | ICIC0000004 | Nariman Point |

The application form for registration with relevant Annexure can be downloaded from the website of BEAM i.e. membershipregistration.bsebeam.com

The interested applicants may also visit website www.bsebeam.com for any relevant information regarding enrolment as participant on BEAM. Interested participants can also contact the Customer Service Group on the numbers mentioned above.

Those who have already registered as Commodity Participants/Members on BEAM and who have renewed their membership for the current financial year need not separately register. However, they shall submit duly signed this tender document for having accepted the terms and conditions of this tender to participate in the proposed e auctions.

3. EVALUATION OF APPLICATION FOR REGISTRATION

- The duly filled up application form along with relevant documents and fee / registration charges shall be submitted to

Membership Department

BSE E-Agricultural Markets Limited, 25th Floor, P.J Towers, Dalal street,
Fort, Mumbai, Mumbai City, Maharashtra, India 400001.

- BEAM will scrutinize the application forms received and relevant documents submitted. The applicants will be informed regarding acceptance / rejection of their application by BEAM. The selected applicants will be enrolled as registered members for the purpose of e auction(s) and registration number / user ID and password will be issued by BEAM.
- All registered members are eligible to participate in e auction(s) as and when scheduled conducted by BEAM. The electronic platform of BEAM will scrutinize the financial bids and successful bidders will be declared based on the highest offer in respect of specified lots offered for sale of Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada Stock.

4. SCHEDULING OF SALE OF Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada STOCK

- The schedule of sale of Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada, stock through online bidding process will be on **30 November-2021**. Details of warehouses and timings Annexed hereto.
- All registered members of BEAM are eligible to participate in e auction(s) subject to fulfillment of criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.

5. ITEM, QUALITY AND QUANTITY:

The goods are offered on "As is where is basis" from various locations in Maharashtra. The interested buyers, if they desire, may visit the warehouses for inspection of Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada Stock with prior intimation to MSCTDC before participating in e-Auction. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction. No complaints of whatsoever nature shall be entertained thereafter.

The list of locations & e-auction schedule is provided as *Annexure –1*

- Bids received for less than the specified minimum quantity for a particular Lot and location shall not be considered.
- MSCTDC will not provide base price, the price is reserved, MD's decision will be final.
- Only MSCTDC will confirm the H1 bidder as winner.

6. PRICE:

Price to be quoted in delivered weight and quality basis on 'as is where is' basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Price quotation will be in Rs/Quintal inclusive of Mandi Tax. GST if applicable will be charged on buyers over and above the price quoted. The price quotation would be on gross weight basis i.e. inclusive of bag weight. The bidding shall be in quintals. (Each quintal of 100 Kgs)

7. VALIDITY:

The Bids of all Bidders at the final close of the E auction Session must remain valid for a period of **10** working days after completion of the auction session. The seller will have to provide his consent on the e auction results within 10 working days of closing of the auction session. The intimation needs to be given to BEAM either through email or fax. In case the seller doesn't give result of e- auction in 10 working days, the e-auction shall be treated cancelled BEAM and EMD of H1 bidders will be released.

8. PRE-REQUISITES FOR BIDDING

Bidder referred to in this notice is any real individual or legal entity who wishes to buy their requirement of Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada. Only the registered members of the BEAM can become bidders

after fulfilling all the terms & conditions put in place for the E auctions. Bidders may contact Customer Service Group on the numbers mentioned above or alternatively email beam.customer@bsebeam.com for any clarifications regarding membership & terms and condition of e auction.

9. SAMPLING AND INSPECTION OF GOODS

The interested buyers are entitled to visually inspect the stock at the specified warehouse prior to bidding. The representative samples can be withdrawn by the authorized persons from the warehouse. For inspection of sampling of goods buyers should contact Regional Manager of the concerned area.

10. BID BOND

I) FOR ONLINE BIDDING/E AUCTION-An amount equivalent to 2% of the bid amount shall be deposited by the bidder member with BEAM Markets Ltd, before placing any bid, in the way of:

- RTGS/NEFT Transfer
- Direct Deposit/Transfer

In the bank account provided by BEAM as below by the bidder prior to e-auction.

| Bank Name | Bank Account Name | Current A/C | IFSC Code | Branch Name |
|------------|-----------------------------------|----------------|-------------|---------------|
| ICICI Bank | BSE E Agriculture Markets Limited | 000405127189 | ICIC0000004 | Nariman Point |
| HDFC Bank | BSE E Agriculture Markets Limited | 57500000595741 | HDFC0000060 | Fort |

The bidder member should transfer the fund deposited as EMD to Margin through the Post Trade Settlement Module <https://logisticsncollateral.bsebeam.com> in the prescribed manner.

- a. The bidders shall be allowed by BEAM to bid only if the requisite EMD amount is available in the BEAM designated bank account. The amount deposited as Bid Bond would determine the bidding capacity of the bidder.
- b. Only the Bid Bond of the highest bidder would be blocked by BEAM. Bid Bond 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), shall be returned by BEAM on the withdrawal request made by the bidder through Post Trade Settlement Module latest by one (1) day from the date of close of the e auction.
- c. The successful bidder shall be intimated by BEAM and he needs to pay the entire 100% purchase value/trade value to MSCTDC within 7 working days from the date of declaration of e Auction results including taxes as may be applicable. MSCTDC shall allow the buyer lifting of goods from the designated warehouses as per its rules and regulations. Non-payment of the 100% of the trade value/purchase value including taxes within the stipulated time frame shall result in forfeiture of EMD/Bid Bond amount deposited.
- d. The amount of the Bid Bond shall be refunded to the successful bidder upon receipt of intimation/NOC from MSCTDC post-delivery and settlement. BEAM shall deduct its applicable transaction charges of 0.80% of the trade value plus applicable taxes at the time of refunding the EMD to the successful bidder.

11. PROCESS OF ELECTRONIC BIDDING SYSTEM

- a. Date and Time of e auction: The details of the auctions schedule will be provided by MSCTDC and will be uploaded on the website www.bsebeam.com Bidders are requested to check the schedule on the website regularly. Bidders will not be informed about schedule individually by BEAM or the MSCTDC in any case.
- b. The auction will be open for only 10 minutes. Bidders have to quote the bids within the given time. However, 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 closing time. There shall be maximum 3 such extensions.
- c. The bidders shall place their bids online on BEAM Platform <https://www.bsebeam.com/>. The bidders need to click on the menu labelled “**MARKETS**” and then click the sub-menu item “**e-Auction**” for accessing the online trading system made available by BEAM as per the terms and conditions of the Tender cum E Auction.
- d. The Bidders are required to quote in Indian Rupees/ Quintal for each item on offer.
- e. Seller has not disclosed a floor price below which no bids may be accepted by BEAM Platform.
- f. The incremental tick size shall be Rs 1.
- g. The highest valid bid shall be intimated by BEAM to MSCTDC and it will be confirmed and declared as the H-1 bidder by MSCTDC for the e auction. However, MSCTDC may also reject the H1 bid on their discretion. MSCTDC has sole discretion of declaring the H1 bidder as winner or rejecting the H1 bid.

- h. During an auction session, a bidder may modify his bid upwards to an incremental value more than the existing highest bid.
- i. No cancellation of Bids shall be allowed during an auction session.
- j. The final results of the e auction 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 Bid Bond.
- 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 BEAM, 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.

12. INTIMATION TO THE SUCCESSFUL BIDDER

The Bids of the highest bidder of online bidding/E auction session will be declared as the Successful bidder by the MSCTDC. The confirmation to the successful bidder will be primarily sent by the seller or BEAM, through email, to registered e-mail id (As per BEAM's records).

13. INTERNET CONNECTIVITY

The Seller and BEAM 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 BEAM Platform. In case the scheduled e-

auction is unable to complete due to any reason whatsoever, BEAM in consultation with MSCTDC will reschedule the e-auctions on same or differentiate on same or modified terms and conditions.

14. DOCUMENTS CONSTITUTING 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 Seller to the successful bidder (hereinafter called the buyer) along with any amendment issued prior to signing of contract shall constitute a valid and binding Contract between the Seller and Buyer.

15. TRANSACTION CHARGES

BEAM shall charge transaction charge of 0.80% + applicable taxes of the contract value from the Buyer, which shall be deducted from the refundable EMD.

16. PAYMENT AND LIFTING OF THE STOCKS

- a. The buyer needs to compulsorily make full payment within 07 working days from date of letter of the award of the E auction by the seller. If buyer fails to bring in the full contract value amount within the stipulated time period of 07 working days, the EMD of 2% will be forfeited & trade will stand cancelled. The Buyer is required to lift the entire stock within 20 working days from the date of issue of delivery order from MSCTDC after paying full sale amount for the quantity to be lifted. In case the buyer fails to lift the stock in 20 working days, additional 07 working days will be given for lifting. MSCTDC will charge penalty for late lifting, penalty will be charged from buyer for the additional 07 working days as per penalty rules of MSCTDC.

MSCTDC shall issue delivery orders to buyers on the basis of buyers' payment receipt confirmation.

- b. Buyers shall contact respective regional manager for collecting delivery order within three working days after making 100% payment to MSCTDC. In case of delay by the buyers in collecting delivery order, 20 working days after the third working day of issue of system generated delivery order will be counted for lifting of entire stock. MSCTDC will mention the validity on all the delivery orders issued to buyers.
- c. The loading charges & any other charges during delivery from the TDC warehouse have to be borne by the buyer as per prevailing rates on the respective warehouse locations.
- d. The Seller'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.
- e. The Buyer will not be allowed to segregate /sort the stocks during lifting. Being a "As is where basis is" auction, no quality related complaints would be entertained.
- f. The Seller shall issue the invoices to the respective buyers
- g. MSCTDC shall communicate final lifting status to BEAM within 02 working days of completion of entire stock lifting for a particular warehouse.
- a. Buyer/Seller Non-Performance: Following cases will be treated as buyer/seller on-performance -
 - i. Non-payment of fund-pay in obligation amount within stipulated time of 07 working days, will result in forfeiture of EMD.

- ii. In case buyer has paid the full fund pay-in amount within 07 working days but fails to lift the material within maximum of 27 working days from date of issue of delivery order by MSCTDC, in this case buyer EMD, amount will be forfeited and fresh e auction will be conducted at the cost of buyer.
- iii. In case the Seller fails to deliver or is unable to deliver the traded stocks within the stipulated timelines, the trade shall be treated as cancelled BEAM and the EMD submitted by the buyer to BEAM shall be returned back to the buyer without any interest.

18. 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 natural 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.

19. LIQUIDATING DAMAGES

In case the successful bidder fails to lift the stocks within the stipulated maximum period of 27 working days from the issue of delivery order to buyer by MSCTDC, the

seller will be free to rescind the contract and dispose of the cargo at the risk & cost of the bidder with a notice to buyer prior to 02 days of expiry of contract. In this case, 2% EMD of the trade value deposited by the buyer will stand forfeited.

20. CANCELLATION OF CONTRACT

If the Buyer fails to pay complete trade amount in 07 working days, the Seller shall be entitled at his option to cancel the contract and forfeit the Bid Bond. The trade shall stand cancelled in such case and the EMD of 2% will be forfeited & would be used to compensate the seller. The 90% of the EMD forfeited would be transferred to the Seller by BEAM and balance 10% would be kept by BEAM towards Administrative charges incurred by BEAM.

21. ARBITRATION

a. Any dispute or difference in respect of any matter relating to or arising out of the

Contract, if the same is not resolved amicably, will be settled at the level of Managing Director MSCTDC. In case of any disputes still not resolved and which are relating to the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator appointed by MSCTDC at its sole discretion. The arbitration shall be held in Mumbai 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 time to time.

b. Court situated at Mumbai to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

c. BEAM shall not be responsible for any dispute arising between the buyer and seller relating to quality and quantity of Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada mentioned above or anything related thereto. BEAM shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller. BEAM is merely providing electronic trading

platform for the purpose of facilitation of e auctions and both the buyer and the seller agree and accept to indemnify and keep BEAM indemnified from all the claims, losses or expenses that BEAM may incur/suffer as a result of any dispute between buyer and seller

ANNEXURE-1 (Urad Dal, Wheat, Chironjee (Pood with Seeds), Behada Stock
Details & e-auction schedule (MSCTDC Nandurbar Region)

MSCTDC (Nandurbar Region) E-Auction Schedule 30th November 2021

| Sr | District | Warehouse Name | Commodity | Specification | Warehouse/ E Auction Quantity (Qtl) | Crop Year | Auction Start Time | Auction End Time | Extension |
|----|-----------|----------------|-----------------------------|---------------|-------------------------------------|-----------|--------------------|------------------|-------------------------------|
| 1 | Nandurbar | Dhadgaon | Chironjee (Pood with Seeds) | NA | 1.42 | 2017-18 | 1:00 PM | 1:10 PM | 3 extension of 5 minutes each |
| 2 | Nandurbar | Dhadgaon | Chironjee (Pood with Seeds) | NA | 4.45 | 2018-19 | 1:10 PM | 1:20 PM | |
| 3 | Nandurbar | Dhadgaon | Chironjee (Pood with Seeds) | NA | 3.37 | 2019-20 | 1:20 PM | 1:30 PM | |
| 4 | Nandurbar | Dhadgaon | Behada | NA | 4.74 | 2018-19 | 1:30 PM | 1:40 PM | |
| 5 | Nandurbar | Pimpalner | Behada | NA | 5.91 | 2018-19 | 1:40 PM | 1:50 PM | |
| 6 | Nandurbar | Vavad | Urad Dal | NA | 39.55 | 2016-17 | 1:50 PM | 2:00 PM | |
| 7 | Nandurbar | Pratappur | Wheat | NA | 120.7 | 2019-20 | 2:00 PM | 2:10 PM | |