

या बाद में होते हैं तो आचार संहिता इसी वार्ड में लागू होगी।

NOTICE INVITING BIDS



महाराष्ट्र
राज्य

बालासाह, भातवार
22.08.2023

नागापंचमी पर नागादेवता
की हुई पूजा, महाप्रसाद
का किया गया वितरण

श्री सत्य साईं सेवा समिति गदिगा नरन ने निकाली कांद्द पागा

[illegible][illegible]

**DAKSHIN VANMANDAL JILA BALAGHAT VANOPAJ SAHKARI
SANGH MARYADIT BALAGHAT, MADHYA PRADESH, 481001
(JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT, M.P)**

E-Auction Notification No. 01

Date: 21.08.2023

E-Auction for Sale of Mahua Flower -2022 Crop procured under MSP Scheme

MP State Minor Forest Produce (T&D) Co. Op. Federation Limited (MPMFPPED)'s Jila Laghu Vanopaj Union, South Balaghat is commencing sale of MFP – 'Mahua Flower' 2022 Crop stock procured under MSP Scheme stored as per ANNEXURE-I through e-auction platform of BSE – e-Agriculture Markets (BEAM). The e-Auction will be held on 05/09/2023 & the details of the same will be available on www.bsebeam.com, <https://emfp.mp.gov.in/index.aspx>, <http://mfpfederation.org>.

Any changes/modification related to the e-Auction documents will be posted on the above websites.

All interested registered buyers/manufacturers/exporters are hereby informed that the e-bidding session in all the above platforms for sale of stocks will commence as per following schedule:

Sr. NO.	Commodity	E- Auction Date	Auction Time	Extension/s	Auction Type
1	945.02 QT Mahua Flower	05/09/2023	01:00 PM	3 extensions of 5 Min each	English Forward

NB: The bidding duration will be 30 Minutes. In case, any valid bid received in last 3 minutes of the auction duration, auction will get extended for 5 minutes. There will be a maximum of 3 extensions of 5 minutes each will be allowed.

Terms & Condition for Sale of Mahua Flower procured under the MSP scheme 2022 crop

1. ITEMS, QUALITY AND QUANTITY

- I. The stocks of Mahua Flower (hereafter referred as "Goods" also) are offered on "As is Where is Basis" at the details of the Godown / Cold Storage are as mentioned in Annexure-1.
 - II. Interested parties (Registered Buyers/Manufacturers/Exporters etc) may visit the respective locations/godowns/cold storages for inspection of the Goods prior to the bidding process, with intimation to concerned person at Jila Laghu Vanopaj Union, SOUTH BALAGHAT.
 - III. Bidders can bid for any quantity as specified in Annexure-1 in respect of the godown/cold storage.
2. Upon confirmation of sale (Bid Confirmation) by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT, Acceptance Order will be sent to all successful bidders and e- Auction Service Providers through email.

3. PRICE

BS
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Price is to be quoted on “As is where is” basis. The evaluation and finalization of bids received shall be made based on the highest price quoted by the bidders. Price quotation will be in **Rupees/KG**. The price quotation would be on “Gross Weight Basis”. 5% GST, 1% ABS & 2.5% Income tax will be applicable over and above the price quoted. Other taxes if any, will be charged extra from the buyer as applicable.

4. VALIDITY

The Bids of all Bidders at the final close of the e-auction session must remain valid for a period of **14 (fourteen)** JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT working days after completion of the auction session.

5. PRE-REQUISITES FOR BIDDING

Bidder(s) referred to in this notice is any real individual or legal entity who wishes to buy Mahua Flower items. Only the members registered with the above Service Provider (BSE E- Agricultural Markets Ltd, BEAM) can become bidders in the auction process on the electronic platform. Registration can be done after fulfilling all the terms & conditions put in place for the e-Auctions.

Buyers may participate in the e-auction after registration with concerned Service Provider (BSE E- Agricultural Markets Ltd, BEAM), however payment of disposed quantity should be received from the account of successful bidders and delivery/sale order shall be issued in the name of the successful bidders. Bidders may contact the Concerned Managers/Incharge, JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT for any clarification regarding location of the warehouses/cold storages. Details given at Annexure-I.

6. SAMPLING AND INSPECTION OF GOODS

The stocks are stored in Cold Storages / Godown in the State as mentioned in Annexure – I. In case the buyers/ bidders are keen to verify the quality before participating in bid, they may contact the In-charge Concern of Jila Laghu Vanopaj Union, SOUTH BALAGHAT as per the details given at Annexure-I.

7. EMD DEPOSIT

“Bidders will have to deposit an amount equal to 10 % of Total Bid Value as EMD (Earnest Money Deposit) in the Bank account provided by BSE E-Agricultural Markets Ltd (BEAM) prior to the scheduled date of e-auction. Only those bidders will participate in the e-auction who deposits 10% EMD amount at BEAM’s bank account prior to scheduled date of e-auction. BEAM will share the details of the EMD amount deposited by the prospective bidders through email, before start of the e-Auction to JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT. Once the auction initiated, no request for EMD deposit / confirmation will be entertained by BEAM. BEAM will have to give the details of the EMD deposited by the bidders through email before start of e-Auction.

8. DEPOSIT OF SALE VALUE

The Acceptance Order to the H1 bidder will be issued within 14 (fourteen) working days from the date of the approvals from JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT. The Successful bidder(s) shall deposit 100% sale value within 7 bank working days from the issue of the Acceptance Order/Confirmation Order of JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT. In case, non-receipt of 100% Sale Value within stipulated time of 7 working days, the allotment shall be cancelled, and

10% Earnest Money Deposit would be forfeited after the deduction of BEAM transaction charges (with applicable GST extra). No extension shall be granted beyond maximum period of 7 days. In such case, the forfeited amount shall be remitted to JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT.

9. ONLINE BIDDING/e-AUCTION SESSION DETAILS

- I. The Mahua Flower Stock auction shall be conducted as English Forward on the e-auction portal of BSE E-Agricultural Markets Ltd (BEAM).
- II. Bidders shall have to quote Bid Price in Rupees Per KG on the e-auction portal of BEAM to purchase before completion of e-auction time, through their respective User ID & Password provided to them by BEAM after their registration at BEAM's portal.
- III. Bidders can bid for any quantity put on auction stored at a particular warehouse/cold storage i.e., auction will be English Forward.
- IV. The auction session will be open for 30 minutes duration and there will be 03 extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session. The detail schedule of e-Auction is at Annexure – III.
- V. The bidders shall place their bids on the auction platform of BEAM (<https://bsebeam.com/>), online system made available by them as per the terms and conditions mentioned below.
 - a) The precedence for allotment will be accorded to the buyer who has quoted the Highest price.
 - b) In case, two or more buyers bid the same price, precedence will be given to the buyer who has offered his bid first with reference to time and the volume.
 - c) In case multiple service provider, the highest bid(s) received among all Service Providers, shall be treated as the H- 1 bid discovered for the e-Auction.
 - d) All the bids so made shall be depicted as 'Provisionally Allotted'. The 'Provisionally Allotted' stock is indicative only and is subject to acceptance of the H1 Bid/Price by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT.
 - e) The highest bids accepted by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT will be communicated to the concerned Bidder and respective Service Provider in shape of Acceptance Order.
 - f) JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT may or may not accept the H-1 bid. It will be solely at the discretion of the JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT.
- VI. Allocation Rules: After the approval of the H1 price by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT, Acceptance Orders will be issued to the H1 Bidders for deposit of 100 % Sale Value. Non deposit of the sale value within the stipulated period will lead to cancellation of the Acceptance Order and forfeiture of EMD by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT, after receiving 100% sale value by H1 bidders BEAM will refund EMD amount by deducting its Transaction Charges to buyers.
- VII. The Bidders are required to quote in Indian Rupees/KG for each item on offer.
- VIII. The incremental Price tick size shall be Rs.1.00/KG (only applicable in YANKEE AUCTION).

- IX. The incremental tick size for the quantity will be in KG (only applicable in YANKEE AUCTION).
- X. The highest valid bid(s), as available in bid sheet, shall be the H-1 bidder(s) after decision by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT for the e-Auction. JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT has sole discretion of declaring the H-1 bidder(s) as winner(s) or rejecting the H-1 bid(s). Declaration of H1 price/rate will be done Warehouse/Location wise.
- XI. During price discovery session, a bidder may modify his bid only upwards to an incremental value more than the existing highest bid.
- XII. No cancellation of Bids shall be allowed during an auction session.
- XIII. BEAM shall submit bid history through email to mpmfrit@gmail.com either on the same or on the next working day of the bidding date.
- XIV. The final results of the e-Auction are binding on all bidders and any requests for cancellation of Bids received after the conclusion of an auction session and confirmation will not be considered. In any such case of non-compliance, Bidders will be blacklisted and debarred from participation in further tenders/e-Auction of any commodity floated by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT.
- XV. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding on the bidder who has registered with BEAM's portal and have their username and password, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully responsible for all the activities that through 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.
- XVI. The bidders participating in the auction 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, JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT 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 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 JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT 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.
- XVII. JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT 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.

10. INTERNET CONNECTIVITY

JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT 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 Portals. In case the scheduled e-auctions are not completed/concluded as intended on account of any reasons whatsoever including any technical reasons, the e-auctions will be rescheduled as per JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT discretion.

11. TRANSACTION CHARGES

BEAM will levy transaction charges from the successful bidders. BSE E-Agricultural Markets Ltd shall charge transaction charge of 0.4% + (applicable GST extra) of the contract value from the Buyer, which the Buyer shall have to pay directly to BSE e-Agricultural Markets Ltd at the time of depositing 10% EMD with BEAM. The transaction charges of only successfully bidders will be deducted after the approval from JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT. No charges to be collected from JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT for the said auction process. The details of Offices/Phone numbers of BEAM officials have been given at ANNEXURE –II for queries.

12. PAYMENT AND LIFTING OF THE STOCK

- I. The Buyer(s) needs to compulsorily make full payment within 7 Bank working days from date of issue of the Acceptance Order/Confirmation Order. If Buyer fails to deposit the full Sale Value amount within the stipulated time period of 7 Bank working days, the EMD of 10% will be forfeited & Acceptance Order will stand cancelled.
- II. The successful bidder will get 20 days Free Lifting Period from the date of sale confirmation order.
- III. Sale Value as stipulated in the Acceptance Order has to be deposited in favor of JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT through RTGS/NEFT/Online Mode. JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT bank account details -Bank' Name _____, IFSC - _____
- IV. Delivery of the stocks would be made in presence of JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT representative within the working hours on 100 percent weightment basis at weighbridges/weighing scale.
- V. Since sale is on ex-warehouse and “As is Where is” basis, all expenses such as labor charges, loading charges, weightment charges, container etc. will be borne by the buyer.
- VI. 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.
- VII. 5% GST, 1% ABS, 2.5% income tax and all other levies/tax as applicable would be extra.
- VIII. JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT shall issue the Sale Invoices, Tax Invoice and Transit pass at the time of lifting of goods.
- IX. If the available quantity of the Mahua Flower stock is less than the bid quantity, then allocation to the buyer will be done as per the available quantity.

- X. In case, where delivery falls short of the quantity paid for, on account of less stock available with JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT, the costs to that extent will be refunded to buyers by JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT without interest.

13. ISSUANCE OF SALE ORDER

JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT will issue Sale Order in favor of the successful buyer only on receipt of 100% payment of value of sale transaction inclusive of all taxes, charges etc. Payment has to be done in JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT bank account from successful bidder. JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT will not be responsible for delay on part of bank/bank server etc.

Buyers Non-Performance: Following cases will be treated as buyer non-performance

In case Buyer has paid the full amount within 7 Bank working days but fails to lift the material within maximum of TWENTY (20) DAYS from date of sale confirmation, buyer's EMD amount will be forfeited by BEAM & transferred to JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT after deduction of BEAM Transaction charges along with applicable GST and fresh e-Auction will be conducted.

14. LIQUIDATING DAMAGES

- I. In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the EMD Value received by the JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT will be forfeited without notice.
- II. The payment received by BEAM against such auction will be transferred to JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT.

15. FORCE MAJEURE

- I. Force Majeure means any event or combination of events or circumstances beyond the control of the parties hereto which cannot
 - a) by the exercise of reasonable diligence, or
 - b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Agreement, which shall include but not be limited to:
 - (i) Acts of God i.e., fire, drought, flood, earthquake, epidemics, natural disasters.
 - (ii) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
 - (iii) Strikes or lock outs, industrial dispute.
 - (iv) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
 - (v) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement.
 - (vi) Any event or circumstances analogous to the foregoing.
- II. It is agreed between the parties that the performance of obligations under this contract is subject to Force Majeure condition which shall mean any event or combination of events or circumstances beyond the control of the parties hereto.
- III. Neither party will be liable for performance delays or for nonperformance due to causes beyond its

reasonable control, except for payment obligations.

- IV. During the continuance of the Force Majeure, JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT reserves the right to alter or vary the terms and conditions of this e-Auction or if the circumstances so warrant, the JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT may also suspend the deal for such period as is considered expedient, Buyers agree and consent that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- V. The Buyer agrees and understand that if the Force Majeure condition continues for a long period, then the JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT in its own judgment and discretion may terminate this deal and, in such case, Buyers agree that they shall have no right or claim of any nature whatsoever and JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT shall be released and discharged of all its obligations and liabilities under this Agreement.

16. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION

- I. The contract / Tender document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Bhopal shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes 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.
- II. In case of any dispute arises between the parties, the same shall be resolved mutually by the parties and in case if any further dispute subside then the same shall be referred to the Manager, JILA LAGHU VANOPAJ UNION, SOUTH BALAGHAT whose decision will be treated as final and binding on both the parties.
- III. The provision of Arbitration and Conciliation Act 1996 will not be applicable to the subject matter of this e-Auction.
- IV. It is agreed between buyer & seller that buyer has gone through all the terms & conditions of this contract note and understand that any procedural delay may happen on part of MPMFPFED and buyer shall accept & agree the same.

**Manager
JILA LAGHU
VANOPAJ UNION, SOUTH
BALAGHAT**

**MP State Minor Forest
Produce
(Trading &
Development)
Cooperative Federation Limited**

ANNEXURE-I
STOCK DETAILS OF MAHUA FLOWER

कार्यालय जिला लघु वनोपज सहकारी संघ मर्यादित दक्षिण बालाघाट (म0प्र0)

वृत्त का नाम	जिला यूनियन का नाम	लाट का नाम	गोदाम/कोल्ड स्टोरेज का स्थान	गोदाम/कोल्ड स्टोरेज का पूर्ण नाम	गोदाम/कोल्ड स्टोरेज में (1) बोरो की संख्या (2) बोरो में भंडारित मात्रा (क्विंटल में)		जिला यूनियन का नाम जहाँ क्रेता द्वारा करारनामा निष्पादन किया जावेगा	सम्पर्क हेतु नाम एवं नम्बर
					1	2		
1	2	3	4	5	6		7	8
बालाघाट	दक्षिण बालाघाट	SBG1	अगरवाड़ा	अगरवाड़ा	97	37.10	जिला लघु वनोपज सहकारी संघ मर्यादित दक्षिण वनमण्डल बालाघाट	श्री नरबदसिंह टेकाम प्रबंधक 9098817579
			मऊ	मऊ	101	38.60		
			बहियाटिकुर	बहियाटिकुर	12	4.30		
			—	योग :—	210	80.00		
		SBG2	परिक्षेत्र कार्यालय परिसर खैरलांजी	खैरलांजी	159	64.78		श्री शिवकुमार चौधरी प्रबंधक 9131943940
		SBG3	वारासिवनी	अपनी दुकान वारासिवनी	322	148.21		श्री धाराप्रसाद लिहारे प्रबंधक 9981910435
		SBG4	हिरी किरनापुर	अपनी दुकान हिरी किरनापुर	713	245.29		श्री देवीप्रसाद बिसेन प्रबंधक 7697955668
		SBG5	हट्टा	परिक्षेत्र सहायक आवास हट्टा	102	40.00		श्री महेश गिरी प्रबंधक 9098959047
		SBG6	देवरबेली	अपनी दुकान देवरबेली	620	250.60		श्री पारसलाल राणा प्रबंधक 9424380167
			—	योग :—	2136	828.88		
		SBG7	रिसेवाड़ा	अपनी दुकान रिसेवाड़ा	165	60.00		श्री मानिकलाल ढेकवार प्रबंधक 6262231727
		SBG8	वारासिवनी	अपनी दुकान वारासिवनी	134	56.14		श्री धाराप्रसाद लिहारे प्रबंधक 9981910435
			—	योग :—	299	116.14	—	—
			—	कुल योग :—	2425	945.02	—	—

ANNEXURE- II

Sr. No.	Name of the Service providers	Name of the Contact Person and Mobile no.
1.	BSE E-Agricultural Markets (BEAM) Ltd.	Sri Hemant Kumar Mitra – 9630538959 Sri Suvendu Jena - 6200994952 Sri Dilip Ingle – 8989849253
2.	BSE E-Agricultural Markets (BEAM) Ltd.	Sri. Prabhakar Singh, AGM prabhakar.singh@bsebeam.com +91 75750 02165

ANNEXURE- III

Sr. No.	District	Storage Godown	Qty stored (in quintals)	Auction Time(am)		Extensions (1st, 2nd & 3rd)					
						Ext: 1 Start Time	Ext: 1 End Time	Ext: 2 Start Time	Ext: 2 End Time	Ext: 3 Start Time	Ext: 3 End Time
1	Balaghat	SOUTH BALAGHAT	945.02 QT	01:00	01:30	01:30	01:35	01:35	01:40	01:40	01:45