

Terms & Conditions for Sale of Yarn through NCDFI eMarket

(Seller) invites bids for eAuctions floated through NCDFI eMarket for the sale of Yarn. Bidders, who are interested to participate in the eAuctions are requested to offer their rates for the purchase of Yarn from the mill.

PART A - General Conditions

1. The quoted prices are on an ex-godown basis and should be exclusive of all taxes/duties/any levy/charges.
2. Seller reserves the right to accept or reject any bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Seller's action.
3. The bid should be valid for a minimum of two working days from the date of eAuction. The exact date and time of the bid validity will be mentioned in the eAuction Notice.
4. The concluded rate will be valid for only the ruling contract period and quantity.
5. The bid value will be per kg of Yarn, and the increase in the bid value should be Re.1/- per kg at the time of eAuction.
6. The minimum quantity of the bid will be mentioned in the auction notice.
7. A limit of 5% of excess or shortage of the sale order quantity is permissible.

Earnest Money Deposit: 1.6% of the bid value needs to be deposited by the bidders before participating in NCDFI eMarket auctions. The amount needs to be deposited in their Escrow Accounts provided by NCDFI eMarket.

1. EMD of the unsuccessful bidders will be released on a real-time basis.
2. 1% of the EMD amount of successful bidders will be transferred to the Seller's account by NCDFI eMarket in the form of TDS. The successful bidder(s) need to make the remaining payment of 99% of the contract value to the Seller. The exact amount payable to the Seller will be mentioned in the Bid Evaluation Result of NCDFI eMarket.

3. On receipt of payment confirmation by the Seller, remaining 0.6% of the EMD of the successful bidder will be refunded to the Escrow accounts of the bidder after deduction of applicable transaction charges of NCDFI eMarket. The present transaction charges are 0.5% of the trade value, which is exclusive of applicable GST.
4. Failure of the bidder to lift the quantity of Yarn awarded as per the sale order beyond the permissible limit of +/- 5% quantity within the given delivery period, the EMD of bidder will be deducted and passed on to the Seller.
5. No interest is payable by the Seller or NCDFI eMarket on the EMD amount.

Part B (1) - Terms and Conditions for Bidding

1. The bidding system is on an internet platform. The site can be accessed through www.ncdfimarket.com maintained by the National Cooperative Dairy Federation of India Ltd (NCDFI) which will be the venue for online bid submission.
2. All the registered members of NCDFI eMarket are eligible to participate in the bidding. Disqualified or debarred vendors are not allowed to participate. The new vendors have to undergo the usual registration/approval procedure stipulated by NCDFI eMarket.
3. A prior intimation regarding the eAuction will be given to all the registered members at least 1 day prior to the auction date by email / WhatsApp alerts. The seller will not be responsible for any delay in communication in this regard on account of external reasons and therefore buyers are requested to visit the specific website periodically.
4. All the timings of the eAuction system shall be based on the time indicated by the server, hosting the bidding platform.
5. The Yarn specified for sale is as per the specifications set by the Seller. The intending bidder or his authorised representative may inspect the materials as per the schedule, between 1000 to 1300 hours on any working day at the location specified by Seller with the prior permission from the Seller. Any doubts in this regard have to be clarified prior to the submission of the offer. No dispute after the finalisation of the bid will be entertained. The Bid Quantity will be fixed by the Seller and bidders will have the option to quote for an entire or partial quantity as may be circulated in the Auction Notice.

6. The delivery schedule will be mentioned in the auction notice. The bidders should quote their bids keeping the same in their mind. However, the finalisation of the delivery schedule is at the discretion of the Seller depending on the situation and offer.
7. 'Location' mentioned in the bid template is the place where the material is kept. The bidders should provide separate bids for each location.
8. Participation or bidding at the highest rate alone shall not make the Buyers eligible to award orders. The decision with regards to the sale of Yarn and finalisation of quantity are subjected to the discretion of management who can reject the offers without specifying the reason whatsoever.

Part B(2) - Terms and Conditions for Supply

1. Yarn will be supplied only against 100% advance payment.
2. The Quality and Quantity as recorded by the dispatching mill will be final for payment and settlement of accounts.
3. Supply of 5% of excess or shortage of the sale order quantity shall be permitted for the whole contract duration.
4. The buyer should intimate in writing two days in advance as to when the vehicle will come for taking delivery of the materials.
5. Only the trucks reaching before 1500 hours shall be considered for giving delivery on the same day.
6. In case of failure of the buyer to take delivery within the stipulated delivery period as mentioned in the Auction Notice, NCDFI eMarket / Seller will have the right to forfeit the EMD. On any grounds extension of the delivery period/ contract period will not be considered.
7. In case of delay in lifting the material, ground rent will be charged for the unlifted material @ Re.1/- per kg per week for a maximum of 30 days. Thereafter, the entire amount will stand forfeited without any notice. If the last date of delivery falls on a holiday for the Seller, the next date of delivery will be the immediate next working day of the Seller. Materials sold but not removed within the specified date will become the property of the Seller and it will have the right to dispose of such goods in any manner as it may deem fit without any notice.
8. Seller reserves the right to terminate the contract at any time under prior notice without assigning any reason(s) thereof.

9. The seller is not responsible for the variation in quantity and quality once the Yarn is delivered out from the mill.

Part C - General Terms

1. Seller is having all rights to modify, add and /or delete any or all the points, terms and conditions which shall be intimated to the approved registered members.
2. Seller / NCDFI eMarket will not be in any way responsible for failure to deliver the materials due to causes beyond their control such as strike, lockout, cessation of work by labourers, shortened hours, the act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.
3. In the event of any damage caused either to the property of Seller or its personnel during the performance of the contract, the bidder is liable to compensate such loss/losses.

Jurisdiction: For settlement of any dispute arising out of this contract, it shall be subject to the court jurisdiction of Chennai.

Specifications:

40s K Grey Cotton Cone Yarn

Sr. No	Details	Specification
1	Count (Ne)	40s
2	Test Tolerance for Count	+/- 2
3	Type of Yarn	Cotton
4	Quality	Carded
5	Form	Cone
6	CV of Count	1.5 - 2.0%
7	CV of Lea Strength	4.0 - 5.0%
8	CSP (Minimum) not less than	2,250
9	U% not more than	13

60s K Grey Cotton Cone Yarn

Sr. No	Details	Specification
1	Count (Ne)	60s
2	Test Tolerance for Count	+/- 2
3	Type of Yarn	Cotton
4	Quality	Carded
5	Form	Cone
6	CV of Count	1.5 - 2.0%
7	CV of Lea Strength	4.0 - 5.0%
8	CSP (Minimum) not less than	2,300
9	U% not more than	15.50