

e-procurement Contract Note No.-2024-25/192

Dated: 22-07-2024

This contract note sets out the specific terms in respect of a particular E-procurement conducted on the Platform and constitutes a binding agreement between the KRIBHCO AGRI BUSINESS LIMITED (hereinafter referred to as KRIBHCO AGRI), the Seller and agribazaar (such parties, "Parties") (such agreement, "Contract Note"). This Contract Note needs to be read with and understood in light of the Terms of Use and the Service Agreement. However, in the event of any inconsistency or contradiction between the specific terms of this Contract Note and the terms set out under the Terms of Use and/or the Service Agreement, the terms of this Contract Note shall prevail and will be binding on the Parties hereto.

CONTRACT SPECIFICATION

Commodity	Taj Ponni Rice as per specifications attached herewith in annexure -1
Importing Country's Aggregator	Wilmar Singapore
Contract Quantity	48 MT
Delivery Location	Free on Board Stuffed in Container (FOBSC)/ Load from Any Indian Port at the discretion of buyer
Trading Unit	MT (Metric Tonnes)
Price Quote	Rs. per Mt (inclusive of Goods and Services Tax ("GST"), Mandi Fee or any other fee & taxes) Excluding Custom Duty.
Quantity Variation	(-) 20% of the listed quantity at the discretion of the buyer
Procurement Type	Yankee- Buy (2-round)
Minimum lot size	48 MT
Incremental lot size	0 MT
Tick Size	Rs.5 per Quintal
Procurement Date Time	26/07/2024 (referred to herein after as "T") starting at 1300 hrs as stated on the Platform.
EMD	Seller:- 5% of the contract value of the quantity bid, EMD of the unsuccessful bidder will be refunded after completion of e-procurement.
SD	The EMD of the successful bidders will be converted as SD after approval and award of contract.
Bidding Rules	<ul style="list-style-type: none">• The bidder to submit their supply price rate through www.agribazaar.com• The sister concern in India of importing country's aggregator is not eligible to participate in this tender.• The supplier must submit an SD amount of 5% through the escrow account details provided by the Agribazaar before participation in the e-procurement. SD (Without any interest) of the successful Bidders to be retained and transfer to KRIBHCO AGRI within one (01) bank working day from the e-procurement price confirmation date. SD of unsuccessful bidders shall be refunded into escrow account of the supplier within one bank working day from the e-procurement result announcement day/date. All successful supplier SD to be converted in to Security Deposit.• Sellers can quote for minimum lot quantity up to maximum auctioned quantity.• Price Tick size is Rs.5 per Quintal and Qty increase / decrease size is 0 MT. Hence after min bid qty of 48 MT, Qty may increase / decrease in multiple of 0 MT.• Sellers can revise their bids downwards and only latest bid will be considered, and earlier quoted prices will be knocked off by system.• Procurement session is 2 round process, round -1 for the price discovery and Round-2 for the L-1 Price matching round or KRIBHCO AGRI may place a counter offer to all the bidders who participated in round 1.• Round 2 is not required to run in cases where L-1 Price bidder/ Bidders has occupied the entire listed quantity and no counter offer has been made.• The e-procurement runs on Price Quantity and Time (PQT) logic for allocation. If two bidders quoted the same price, the allocation priority given to the bidder who quoted the rate for higher quantity and in case where both the price and quantity are same, allocation priority to be given to the bidder who punch in the rate early• The buyer has a right to decrease quantity offered up to 20% of quoted quantity of seller on the same price, terms and conditions.

Winning Bid/ E-procurement Confirmation	<ul style="list-style-type: none"> The winning bid shall be the lowest price quoted during the e-procurement. The lowest price will be sent to the KRIBHCO AGRI for approval. KRIBHCO AGRI must revert with an acceptance/rejection within 7 KRIBHCO AGRI working days from the completion of e-procurement. Bid validity is 07 KRIBHCO AGRI Working Days from the date of e-procurement date. Post-acceptance, an e-procurement confirmation e-mail will be sent to both the KRIBHCO AGRI and Seller and award of contract/PO will be sent by KRIBHCO AGRI to successful sellers. KRIBHCO AGRI reserves the right to accept/reject the price without assigning any reason thereof.
Gross/Net wt. basis	Price Quote is on Net Weight basis FOBSC – Load from Any Indian Port at the discretion of buyer (without Custom Duty)
GST/ Other Taxes	<p>i) GST shall be paid by seller, as applicable, and included in the price quote.</p> <p>ii) Mandi Cess of origin will be paid by the Seller, if applicable, and the Mandi Cess receipt will be provided by the Seller along with the invoice.</p> <p>iii) Custom Duty will be paid by Kribhco Agri/ NCEL</p>
Packaging	<ul style="list-style-type: none"> 5 kg PP bags – 6*5 kg in Master PP Bag of 30 kg each packaging – PP Bags to be provided by Seller. The bags should be neatly double stitched with strong twine and securely knotted. 2% Additional Bags to be supplied along with the shipment free of cost. Marking will be provided by Kribhco Agri
Trade Value	Commodity Value [Bid Quantity * Winning Bid price inclusive of GST, any other fee & taxes (if applicable)]
agribazaar Service Fee	Seller: Rs. 21 per MT + GST (as applicable) – Seller to pay Agribazaar fee upon award of the bids.
Payment Gateway	<p>SD & Agribazaar service fee payments shall be done through the agribazaar Unique Account Number</p> <p>Payee Name – Star Agribazaar Technology Limited</p> <p>Account No (Unique to each User) – ZAGBZRXXXXXXXXXXXX</p> <p>Bank – IndusInd Bank</p> <p>IFSC – INDB0000018</p> <p>Bank Branch – Andheri, Mumbai</p>

Quality Parameters and variation	<ul style="list-style-type: none"> Overseas Buyer will appoint Any international Repute surveyor for testing of the stock (as per quality parameters mentioned in this contract note) at the time of loading from seller's premises. The surveyor will seal the trucks before dispatch from seller's premises. Seller will ensure the loading of the entire Cargo shipped on Board of the Vessel to the fullest satisfaction of the buyers' nominated surveyors. Seller will obtain the Clean Quality and Quantity Certificates from the nominated Surveyors. Seller will fumigate the cargo on board of the vessel by ALP 18 Grams / MT under rotation method. If the stocks are rejected based on the final quality report, then the seller must replace the stocks within stipulated time, or the trade will be cancelled and SD of the Seller will be forfeited. <p>Please refer annexure-1 for Quality Specifications.</p>						
Timeline for payment & delivery	<table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Min. Deliverable Quantity (MT) for Seller(s)</th> <th>Max. Delivery Period (W/H Working Days) for Seller(s)</th> <th>Payment timeline (Bank working days) for Buyer</th> </tr> </thead> <tbody> <tr> <td>1 to 48 MT</td> <td>Within P + 10 days</td> <td>D + 10 days</td> </tr> </tbody> </table> <ul style="list-style-type: none"> P – Date of Purchase order issued by Kribhco Agri. D – Date of completion and sailing of the vessel from the load port. Payment timeline subject to all the original documents (Invoice, Mandi Cess /Market Fees etc.) submitted with in D+5 to KRIBHCO AGRI by seller. Payment can be delayed as per delay in submission of documents by seller. If the last day for payment will fall on Sunday or bank holiday, then the next bank working day will be considered as last due date of payment. 	Min. Deliverable Quantity (MT) for Seller(s)	Max. Delivery Period (W/H Working Days) for Seller(s)	Payment timeline (Bank working days) for Buyer	1 to 48 MT	Within P + 10 days	D + 10 days
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1 to 48 MT	Within P + 10 days	D + 10 days					
Payment terms	<ul style="list-style-type: none"> Upon successful delivery, KRIBHCO AGRI will release payment to sellers account for the received stock as per above mentioned timelines. The payment will include the following: <ol style="list-style-type: none"> (Stock Quantity * Winning Bid Price inclusive of GST and any other fee & taxes) minus quality deductions, if any After final delivery, the SD amount will be released to the Seller by KRIBHCO AGRI after deducting delay penalty and other charges, if any. Seller undertakes to make timely payment of GST, Fee or any other taxes, if applicable. 						

Delivery Condition	<ul style="list-style-type: none"> ● FOBSC/ Load from Any Indian Port at the discretion of buyer ● Seller must deliver 100% awarded quantity within stipulated period. ● Any rejected quantity will not be considered as delivered stock. ● Seller will be responsible for all the charges including Quality, Packing, Loading, transportation & weightment of stock till the onboard of the Vessel Hatches ● Seller will align with the Clearing & Handling Agents of the Load Port and will ensure the smoother delivery of the Cargo. And will complete the loading in the said stipulated Time of the Port Norms & follow the INCO Terms. ● Seller will be responsible for all cost/consequences related to the chartered vessel and strictly follow the charter Party Norms to be fixed at later date. Any delay in loading – cost of Demurrage / Detention will be to the a/c of seller.
Transfer of title	<ul style="list-style-type: none"> ● The beneficial title and ownership of Commodities pursuant to this Contract Note shall pass from the Seller to the KRIBHCO AGRI at the exact time, place and moment specified herein below. However, the risk of loss and damage will pass from the Seller to the Buyer once the stocks are unloaded at the Delivery location. <p>Time: <i>Once the Buyer has acknowledged the invoice for the delivered stock at the Buyer's location</i></p> <p>Place: As mentioned above</p> <p>Any other specifications:</p>

Defaults	<ul style="list-style-type: none"> ● In case the seller fails to deliver the complete trade quantity within stipulated time then trade will be cancelled (to the extent of undelivered quantity) and the SD of Seller will be forfeited. ● Kribhco Agri at its own discretion may extend the delivery time, if Kribhco Agri so desires. ● In the event of Non-performance wholly or partly, the successful bidder shall be held responsible for any consequential loss causing to KRIBHCO AGRI and shall be recovered from the successful bidder ● All deposits with Agri bazaar/KRIBHCO AGRI will not carry any interest.
Force Majeure	<p>Should any of the force majeure circumstances, namely, act of God, natural calamity, fire, change in law or government policy, (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature or blockades, prevent the Seller or the Buyer from wholly or partially carrying out their contractual obligations under this Contract Note, the period stipulated for the performance of this Contract Note shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than 15 Working Days, this Contract Note shall stand annulled and no penalty will be levied on either the Buyer or the Seller for non- performance of their obligations under this Contract Note.</p>
Arbitration	<p>If any dispute, controversy or claim arises out of or in connection with this Contract Note, including any question regarding its existence, validity or termination arising out of or in connection with this Contract Note (a "Dispute"), the Parties shall use all reasonable endeavours to resolve the matter amicably. If one (1) Party gives another Party notice that a Dispute has arisen, and the Parties are unable to resolve the Dispute within fifteen (15) Working Days of service of the notice then the Dispute shall be referred to the senior executive officers of each of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Party under this Contract Note until fifteen (15) Working Days after such referral to a senior executive officer.</p> <p>All Disputes, which are unresolved pursuant to the preceding clause and which a Party wishes to have resolved, shall be referred upon the application of any Party to and finally settled in accordance with the rules of Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force at the date of this contract note ("Rules"). The number of arbitrators shall be three (3). One (1) arbitrator shall be appointed by the Buyer and one (1) arbitrator shall be appointed by the Seller, and together the two (2) arbitrators so appointed shall appoint the third (3rd) arbitrator.</p> <p>The seat of the arbitration shall be Delhi. The language of this arbitration shall be English. The courts in Delhi shall have exclusive jurisdiction.</p> <p>The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.</p> <p>Any award of the arbitrator or arbitral tribunal, as the case may be, pursuant to this arbitration clause shall be in writing and shall be final, conclusive and binding upon the Parties, and the Parties shall be</p>

	entitled (but not obliged) to enter judgment thereon in any one or more of the higher courts having jurisdiction. During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract Note.
General Terms and Conditions	Suppliers should have all the required licenses and regulatory approvals to participate in the E-procurement

All the successful awardee suppliers to submit hard copies of their KYC along with the attached empanelment form at KRIBHCO AGRI Head office through courier/Indian post or by hand delivery.

Documents required for empanelment are:

1. Pan Card of the Firm
2. GSTIN of the Firm
3. Pan card of the authorized person
4. Aadhar Card of the authorized person
5. Mobile no of the authorized person
6. Official email id of the firm
7. Cancelled Cheque
8. Documents showing minimum one year or more work experience in the similar industry. The document should be of a period prior to 30.11.2022

Please find the Address of KRIBHCO AGRI BUSINESS LIMITED Head Office & Contact Details of the KRIBHCO AGRI officials for any queries related to This e-procurement.

KRIBHCO AGRI Office Contact Details:

Name : Neeraj Sharma, Sr. Manager (Business Development)
Contact Number : 9891903122

Name : Kaushal Kishor, Manager (Exports)
Contact Number : 9910199256.

Name : Manash Pratim Saikia, Management Trainee
Contact Number : 9957433344

Address : KRIBHCO Bhawan, A-10,
Sector-1, Noida 201301,
District Gautam Buddha Nagar,
Uttar Pradesh, India

Email ID : kaushalkishor@kribhcoagri.in, neerajsharma@kribhcoagri.in, manashaikia@kribhcoagri.in
Phone : 0120-4222555

For Vendor registrations with Agribazaar , suppliers can directly register themselves through Agribazaar App or can mail the required KYC at customersupport@agribazaar.com

Documents required for registrations are:

1. Pan Card of the Firm
2. GSTIN of the Firm
3. Pan card of the authorized person
4. Aadhar Card of the authorized person
5. Mobile no of the authorized person
6. Official email id of the firm
7. Cancelled Cheque

For any query relating to registration or bidding process, please contact to below mentioned person.

Agribazaar Official contact Details:
Star Agribazaar Technology Pvt Ltd
1103-1104, Ashoka Estate –
Barakhamba Road New Delhi-110001

1) Contact Person: - Mr Sunny Kanojia
Mobile No. 9476965289
Email- sunny.kanojia@agribazaar.com

Mr. Praveen Kumar
Mobile No. 7045912902
Email- praveen@agribazaar.com

Annexure-1

Specifications

The specifications for Taj Ponni Rice are as following:

PARAMETERS	SPECIFICATIONS
Appearance & Colour	Medium, slender, dry, clean, wholesome grain & creamy white
Foreign matter (Extraneous matter)	Not more than 0.05%
Weevil grain	Nil
Whole grain	Not less than 65%
Broken	Not more than 3%
Head rice	Not more than 35%
Chalky	Not more than 2.7%
Red or Red streaked	Not more than 0.5%
Discolour/Yellow colour	Not more than 0.5%
Filthy	Nil
Paddy grains	Nil
Admixture	Not more than 0.5%
Infestation	Nil
Milling Degree	Well milled