

**(Terms and Conditions for Sale of Toor K-2016 PSS in Maharashtra through
nafed.agribazaar.com)**

TERMS & CONDITIONS

1. INVITATION FOR BIDS

National Agricultural Cooperative Marketing Federation of India Limited (NAFED) invites bids from interested Buyers of Toor through Online Bidding/e-Auction conducted through its e-auction platform i.e. nafed.agribazaar.com, as per the terms and conditions prescribed hereunder.

2. ITEMS, QUALITY AND QUANTITY

- The goods are offered on “As is where is basis” at the locations as mentioned in Annexure -1.
- Bids received for less than the specified minimum quantity (200 MT) or actual quantity whichever is less for a particular lot and location shall not be considered
- NAFED may provide the start price or reserve price for each lot put on the auction floor.
- Upon confirmation of sale by NAFED, a system generated email will be sent to all successful bidders

3. PRICE:

Price is 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. The price quotation would be on gross weight basis i.e. inclusive of bag weight. GST will be applicable on Buyers over and above the price quoted. Other taxes, Levies, cess, etc. if any, will be charged extra from the buyer as applicable as per actual.

4. VALIDITY:

- The Bids of all Bidders at the final close of the e-Auction Session must remain valid for a period of 01 working days after completion of the auction session. NAFED will provide

its consent on the e-Auction results by 10:00 AM on next working day after which, a system generated email will be sent to all successful bidders.

5. PRE-REQUISITES FOR BIDDING

Bidder referred to in this notice is any real individual or legal entity who wishes to buy Toor. Only the registered members of the nafed.agribazaar.com. can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. Interested members of nafed.agribazaar.com would be eligible to participate in the purchase of Toor through nafed.agribazaar.com. Parties or brokers may participate in the e-auction after registration with nafed.agribazaar.com as per contract note, however payment of disposed quantity should be received from the account of successful bidders and also delivery order shall be issued in the name of successful bidders. Bidders may contact the NAFED office, **Mumbai and (Telephone no :_022-26465304)** and for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

Bidders may also contact NAFED officers for any clarifications regarding registration& terms and condition of e-Auction. Details of contact person are as:

Name	Email	Contact number
Ms Veena kumari	nafmbi@nafed-india.com	9350937081

6. SAMPLING AND INSPECTION OF GOODS

The Toor stocks are stored in multiple warehouses across Maharashtra as mentioned in Annexure – I. In case the buyers / bidders are keen to verify the quality before participating in bid, they may contact warehouse manager with prior appointment, For Inspection of stock, bidder may contact Branch Manager, NAFED Mumbai **and (Tel:022-26465304)**

7. Security Deposit.

I) For online bidding/e-auction

a) Successful bidder can deposit Security Deposit (SD) in nafed.agribazaar.com through their Unique Account Number (UAN) shared at the time of registration. .

- b) The Successful bidder(s) shall deposit 10% margin (SD) within two **Bank** working days from the date of sale confirmation, with nafed.agribazaar.com as per details mentioned in Sr. No.7 (a) above.
- c) SD of the successful bidder(s) shall stand forfeited if they fail to provide the balance amount of 90% of the contract value along with the GST charges to nafed.agribazaar.com within 07 Bank working days from the date of sale confirmation.
- d) Balance amount as per the finalized rate to be received by nafed.agribazaar.com within 7 (seven) bank work days from the date of sale confirmation. The delivery of stocks will be made after receipt of balance payment by electronic remittance system and providing system generated Delivery order, within 7 (seven) Bank working days from the date of sale confirmation in response to the tender/e Auction. However, in case the payment is not made within 7 bank working days as mentioned above, due to certain unavoidable circumstances beyond control, then further extension of 7 days shall be granted on specific request to NAFED in writing from the Buyer and interest at the rate of 12% shall be payable from the date of extension. In extraordinary cases, further extension for third week may be granted but interest shall be charged @ 14% and 18% for the last extension of 9 days. No extension shall be granted beyond maximum period of 30 days from the date of Sale Confirmation and the bargain shall be treated as cancelled and the security deposit of 10% shall stand forfeited without notice. In case of delayed payment a buyer may approach nafed.agribazaar.com for calculation of amount of Interest Payment. Nafed Branch will intimate the interest amount to the buyer.
- e) In cases where delivery falls short of the quantity paid for, on account of less stocks available with NAFED, the costs to that extent will be refunded to buyers by NAFED.
- f) At the time of actual delivery of last stock to successful buyer, there may be a variation in bargained quantity on account of storage gain/loss. The quantity of pulse accrued on account of storage gain (upto 5% of the bargained quantity) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes within 02 working days from the next working day of communication of storage gain by NAFED. In case of shortages, NAFED is not bound to replenish the deficient quantity, in which event NAFED shall refund the balance amount to the buyer.

8. ONLINE BIDDING/e-AUCTION SESSION DETAILS

The Bidding shall be three stage process: 1st Auction (Afternoon session), 2nd Auction (Evening Session) and the H1- Bid Matching

1. Date and Time of e-Auction: The 1st auction timings would be from 12.00 PM to 12.30 PM daily.
2. Buyers should quote both Price and Quantity intended to purchase before completion of e-auction time.
3. Bidder have to bid for minimum 200 MT or available quantity at a particular warehouse/location whichever is less and thereafter in multiples of 10 MT upto maximum 1000 MT per warehouse / location.
4. The 1st auction (Afternoon Session) will be open for 30 minutes' duration and there will no extension of time.
5. Highest price received from this auction can be viewed by NAFED through their login. NAFED after due consideration and taking daily market prices, will provide a price, which may be equal to or higher than the H-1 bid obtained in the 1st auction.
6. The price will then be used as a base price for the 2nd Auction.
7. The 2nd auction (Evening session 3:00 pm to 3:30 pm) will be open for 30 minute 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.
8. Bidders who have participated in the 1st auction, will only be eligible to participate in the second auction.
9. Since the auction quantity may be much higher than 200 MT for each auction. There could be multiple bidders at the highest price that is displayed.
10. In the 2nd auction, bidders can bid up to a maximum of their quantity bid in the 1st auction.
11. The bidders shall place their bids online on e-auction platform of NAFED at nafed.agribazaar.com as per the terms and conditions of the e-Auction.
12. **Bidders have to quote both Price and Quantity intended to purchase before completion of e-auction time. The 2nd Auction shall be a price-quantity forward auction wherein the bidders change their bids in increments of 10 MT for Quantity and Rs 1/quintal for Price or multiple thereof.**

13. Following criteria would be adopted for each lot in deciding the successful bidders:

a) The precedence for provisional allotment will be accorded to the buyer who has quoted the Highest price.

b) If two or more buyers bid the same highest price, precedence for provisional allotment will be accorded to the buyer who has placed the bid for the higher quantity.

c) In case, two or more buyers bid the same price and the same quantity, precedence will be given to the buyer who has offered his bid first with reference to time.

14. The highest bid(s), shall be treated as the H-1 bid discovered for the e-Auction.

15. H-1 matching round will be conducted for 30 mins immediately after the H1 price discovery in the 2nd auction.

(a) In H-1 Matching round, the non-h1 bidders will be shown the H1 price discovered, remaining quantity and the quantity they are eligible for (the final quantity they had quoted in the 2nd Auction).

(b) The Bidders will have the option to click on AGREE button to change their earlier quoted price to the H1 Price discovered in 2nd Auction for the quantity they bid for in the 2nd Auction.

(c) All the bids so made shall be depicted as 'Provisionally Allotted'. The 'Provisionally Allotted' quantity is indicative only and is subject to acceptance of the H1 Rate by NAFED.

16. NAFED after due consideration will provide its decision on the H1 price on the portal itself. However NAFED may also reject the H-1 bid on their discretion.

17. Allocation rules:

After the approval of the H1 rate by NAFED, the provisionally allotted quantity will be treated as 'allotted quantity'. This shall, however be governed by the following precedence rules for allocation -

(a) After acceptance of the H1 rate by NAFED, system will allocate the quantity quoted by the initial H1 bidders.

(b) After the H1-matching Stage, if the total demand raised at the H1 price is less than equal to the total remaining quantity(Calculated by Subtracting the Quantity

allocated to the H1 bidder from the total quantity put for e-auction), than all the bidders shall be allotted the quantity they have bid for.

(c) In case the total demand raised through H1 matching round is greater than the remaining quantity, precedence for allotment will be accorded to the buyer who has made the second highest bid (H2) during the 2nd Auction and so on till the point the entire quantity put for auction is exhausted.

(d) All the quantity unsold will be transferred to the next auction to be held on the next working day.

18. Once the approval of the H1 rate is given by NAFED in the nafed.agribazaar.com System generated Bid sheet will be available to NAFED in their login on nafed.agribazaar.com. After Allocation has been done, a system generated email will be sent to all successful bidders.

19. The Bidders are required to quote in Indian Rupees/Quintal for each item on offer.

20. The Seller may specify a floor price below which no bids may be accepted by nafed.agribazaar.com.

21. The incremental tick size shall be Rs.1.00.

22. The highest valid bid(s), as available in bid sheet on nafed.agribazaar.com, shall be declared as the H-1 bidder(s) after decision by NAFED for the e-Auction. However NAFED may also reject the H-1 bid(s) on their discretion. NAFED 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 after decision by NAFED.

23. During price discovery session, a bidder may modify his bid upwards to an incremental value more than the existing highest bid, second bid onwards every bid has to be at a price same or higher than the current highest price which is displayed in auction floor screen. If higher bid is received, lower price bids are knocked off.

24. No cancellation of Bids shall be allowed during an auction session.

25. The final results of the e-Auction are binding on all bidders and any requests or cancellation received after the conclusion of an auction session and confirmation, bidders will be blacklisted and debarred from Participation in further tenders/e-Auction of any commodity floated by NAFED.

26. 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 nafed.agribazaar.com by generating their own 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 occur under such user name and password. The user is therefore advised to check the user name 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.

27. The bidders participating in the bidding 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, NAFED 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 NAFED 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.

9. INTIMATION TO THE SUCCESSFUL BIDDER

The bids of the highest bidder(s) of online bidding/E-Auction session may be declared as the Successful bidder(s) by the NAFED. NAFED will mark the acceptance of the bids on nafed.agribazaar.com. Upon marking acceptance an email for intimation will be sent directly by the system to the successful bidder(s), to registered e-mail id (as per nafed.agribazaar.com records only). A copy of this email will also be sent by the system to Nafed.

10 INTERNET CONNECTIVITY

The Seller 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 its e-portal, nafed.agribazaar.com.

11. DOCUMENTS CONSITITUTING 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 the Contract between the Seller and Buyer.

12. TRANSACTION CHARGES

The Successful Buyer shall pay a transaction charge of 0.2% (GST extra) of the actual sale value which shall be paid along with the sale proceeds to NAFED

13. PAYMENT AND LIFTING OF THE STOCK:

The Buyer(s) needs to compulsorily make full payment within 07 Bank working days from date of the sale confirmation. If Buyer fails to bring in the full contract value amount within the stipulated time period of 07 Bank working days, the Security deposit (SD) of 10% will be forfeited & trade will stand cancelled.

Balance amount as per the finalized rate to be received by within 07 (seven) bank working days from the date of sale confirmation. The delivery of stocks will be made after receipt of balance payment by electronic remittance system and providing the system generated delivery order payment should be made within 07 (seven) bank working days from the date of sale confirmation in response to the tender/ e-Auction, failing which the bargain shall be cancelled and the security deposit shall also be forfeited. However in case the payment is not made within 07 Bank working days to certain unavoidable circumstances beyond control, then further extension of 7 days shall be granted, on specific request in writing from the buyer, as per the clause 7(d). No extension shall be granted beyond maximum period of 30 days and the bargain shall be treated as cancelled and the security deposit of 10% shall stands forfeited without notice.

The schedule of free lifting period from the date of sale confirmation will be as under:

<u>Quantity</u>	<u>Free Lifting Period</u>
○ Upto 200 MTs	10 Working Days
○ 251 To 500 MTs	12 Working Days
○ 501 To 1000 MTs	15 Working Days
○ 1001 To 2000 MTs	20 Working Days
○ 2001 To 3000 MTs	25 Working Days
○ Above 3001 MTs	30 Working Days

(Working days means Warehouse working days)

- In a situation where the Buyer makes full payment of the settled bargain within 07 bank working days but does not lift the stocks within the said period (free period), in that case godown rent charged by NAFED wherever applicable for storage of stocks based

on quantity confirmed for the extended period up to 30 days (as fixed by Nafed). Thereafter, if the Buyer does not lift the stocks, penal godown rent (double the normal rent) will be charged for next month.

- In case the Buyer fails to lift the confirmed quantity within the free period, as above after payment of interest and godown rent as mentioned above, the stocks shall continue to be stored by NAFED on behalf of the party at the cost, risk and responsibility of the party only and NAFED shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to drought, theft, fire or any natural calamity, etc. or any other consequences thereupon. Further, penal godown rent (double the normal godown rent) will be charged after the expiry of the permitted period of one month from the date of free period till the party finally lifts the stocks.
- Payment has to be made through nafed.agribazaar.com allocated Unique Account Number.
- The minimum lot size for which the delivery order (DO) will be generated is 200 MT or the available stock whichever is less.
- After receiving full payment for the quantity to be lifted by the buyer, nafed.agribazaar.com will intimate the same to the concerned NAFED branch. NAFED branch will then issue Delivery order to the bidder. .
- Delivery of the stocks would be made in presence of NAFED representative from SWC/CWC godown within the normal working hours of CWC/SWC on 100 percent weightment basis at weighbridges/weighing scale as stipulated by NAFED and the same shall be considered as final. Any shortage/variation in weight at a later stage/in party's godown shall not be considered. The contracted quantity will be delivered as per DO subject to availability of stock in warehouse.
- Any delivery beyond normal permitted working hours can be made if NAFED representative is available in the warehouse subject to the arrangement entered by the purchaser with the warehouse authorities and for which NAFED shall not be responsible for the arrangement/warehouse overtime, etc. No delivery shall be made on holidays declared by the concerned warehouse authorities.
- Since sale is on ex-warehouse and "as is where is" basis, all expenses such as labour charges, loading charges, weightment charges, etc. will be on buyer's account.

- 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.
- GST and all other levies/tax as applicable would be extra and on buyer’s account.
- 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.
- The Buyer shall make payment for the purchased stock during the Banking hours.
- The Seller shall issue the Performa invoice at the time of lifting of goods before cargo leaves the warehouse.
- If the bid made by the buyer of the particular location/warehouse is more than the available quantity, allocation to the buyer will be done as per the available quantity.
- NAFED reserves the right to reduce the auction quantity or allocate the sale quantity among different successful buyers.
- The penal interest and godown rent will be collected by NAFED.

14 ISSUANCE OF DELIVERY ORDER

NAFED will issue delivery order in favour of the successful buyer only on receipt of 100% payment of value of sale transaction inclusive of all taxes, charges etc. through the Unique Account Number of successful bidder, allocated at time of registration, on nafed.agribazaar.com.

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

1. Non-payment of SD (Security Deposit) amount within stipulated time of two bank working days from the date of sale confirmation will result in blacklisting of defaulter who will be debarred from participation in further tenders/ e-Auction of any commodity floated by NAFED.
2. Non-payment of fund-pay in obligation amount within stipulated time will result in forfeiture of SD.
3. In case Buyer has paid the full fund pay-in amount within 07 Bank working days but fails to lift the material within maximum of 60 days from date of sale confirmation, buyer’s SD and sale proceed amount will be forfeited and fresh e-Auction will be conducted at the cost of the buyer.

15. PAYMENT TERMS-NAFED:

nafed.agribazaar.com will ensure prompt and timely remittance of funds, including 10% Security Deposit, received from Buyers against the successful bid preferably on the same date or latest by the end of next working day. This is subject to the Buyers fulfilling the obligations as required in the e-auction system. NAFED shall be responsible for the delivery of stocks only when funds are received from the individual Buyers.

16. Once the buyer has deposited the obligation and DO is generated after which the 100% fund is remitted to NAFED account, it is the obligation of NAFED to deliver the auctioned quantity. The refund for balance payment arising out of shortage will be done by NAFED to Buyer's account.

17. FORCE MAJEURE:

In case of occurrence of any of the force majeure circumstances, namely act of God, natural calamity, fire, Govt of India Policy/restriction (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature and blockage preventing the seller/buyer or the exchange from wholly or partially carrying out their contractual obligation, the period stipulated for the performance of the contract shall be extended in the event of the circumstances continuing for more than 15 days, either party shall have the right to refuse to fulfill contractual obligation without title to indemnification of any losses, it may thereby sustain. The party unable to carry out its contractual obligation shall immediately advise the other party of the commencement or termination of the circumstances preventing the performance of contract.”

18 LIQUIDATING DAMAGES:

In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the payment received by the NAFED will be forfeited without notice.

19. ARBITRATION:

a. This Tender document shall be constitute 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 High Court of Delhi shall have the jurisdiction in all matters arising out of/touching

and/or concerning this Tender Document and parties to this Tender Document agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose 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.

b. All or any disputes arising out or touching upon or in relation to the terms of this tender document including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settle amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force r/w relevant provision of Multi State Cooperative Societies Act of 2002, The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.

WAREHOUSE WISE QUANTITY OFFERED FOR DISPOSAL

Name of warehouse	Qty Gross (MT)	Date and time of auction
MSWC Chikhali	1000	08.11.2017 R1- 1200-1230 R2- 1500-1530 R3- 1545-1615
MSWC Dhamangaon	1000	
MSWC Udgir	1000	
MSWC Chincholi	1000	
MSWC City Godown Parbhani	1000	
MSWC Malegaon (W)	1000	
MSWC Nanded MIDC	1000	
MSWC Nandgaon K (Amrawati)	724	
MSWC Newasa	411	
MSWC Pandharpur	830	
MSWC Parbhani MIDC	312	
MSWC Wadi Hingna Nagpur	1000	
MSWC Wadigodri	141	
MSWC Wani	637	
CWC Chikhalthan	441	
MSWC Akluj	1000	
MSWC Aurangabad Jadhavwadi	361	
Total	12857.00	