

**Dated: 14.10.2022**

**Contract Note for Sale of Toor Kharif-2020, Toor Kharif-2021, Urad Kharif-2021, Gram Rabi-2018, Gram Rabi-2020, Gram Rabi-2021 & Gram Rabi-2022 procured under PSS**

National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED), invites bids from interested Buyers, through online bidding/e-auction conducted through empanelled Service Providers, as per the terms and conditions prescribed hereunder.

**1. PRE-REQUISITES FOR BIDDING**

Bidder means an individual or legal entity having necessary licenses of trading and statutory approvals for purchase of Pulses& Oilseeds, who is interested to purchase the specified pulses/Oilseed (PSS Toor Kharif-20, PSS Toor Kharif-21, PSS Urad Kharif-21, PSS Gram Rabi-2018, PSS Gram Rabi-2020, PSS Gram Rabi-2021 & PSS Gram Rabi-2022) whole as per the prescribed grade and quality on "As is where is basis". Bidders may contact the NAFED office for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

**2. AUCTION SCHEDULE:**

Commodity & Season	Auction Time	Extension	H1 Matching
PSS Gram Rabi-2018, PSS Gram Rabi-2020, PSS Gram Rabi-2021, PSS Gram Rabi-2022, PSS Toor Kharif-2020, PSS Toor Kharif-2021, PSS Urad Kharif-2021	11:00 to 11:30 AM	11.30 to 11.45 AM	3:00 to 3.30 PM

**Commodity wise locations:**

Commodity	Season	Name of warehouse	Location	Stock (in MT)
PSS Gram	R18	MSWC Bhusawal	Bhusaval	0.500
PSS Gram	R20	MSWC Shahada	Nadurbar	1.450
PSS Toor	K20	CWC-AMRAVATI	Amravati	11.615
PSS Toor	K20	MSWC-BEED	Beed	7.600
PSS Toor	K20	MSWC-CHANDUR RLY	Amravati	0.500
PSS Toor	K20	MSWC-CHIKHALI	Buldhana	27.200
PSS Toor	K20	MSWC-DHAMANGAON	Amravati	16.053
PSS Toor	K20	MSWC-DONDAICHE APMC	Dhule	2.100

PSS Toor	K20	MSWC-DHULE APMC	Dhule	0.800
PSS Toor	K20	MSWC-GANGAKHED	Parbhani	5.950
PSS Toor	K20	MSWC-NANDGAON (K)	Amravati	1.750
PSS Toor	K20	MSWC-OSMANABAD	Osmanabad	29.450
PSS Toor	K20	MSWC-PAITHAN	Aurangabad	24.450
PSS Toor	K20	MSWC-PARANDA	Osmanabad	4.000
PSS Toor	K20	MSWC-TIOSA	Amravati	0.631
PSS Toor	K20	MSWC-UMERKHED	Yavatmal	3.850
PSS Toor	K20	MSWC-WARKHED, KHAMGAON	Buldhana	96.050
PSS Toor	K21	MSWC-AKOLA	Akola	77.80
PSS Toor	K21	MSWC-BARAMATI MIDC	Pune	4.35
PSS Toor	K21	MSWC-BHUSAWAL	Bhusawal	9.95
PSS Toor	K21	MSWC-DARYAPUR	Amravati	1.10
PSS Toor	K21	MSWC-LASUR	Aurangabad	0.75
PSS Toor	K21	MSWC-MALKAPUR	Buldhana	8.79
PSS Toor	K21	MSWC-MANGRULPIR	Washim	54.72
PSS Toor	K21	MSWC-MEHEKAR	Buldhana	6.60
PSS Toor	K21	MSWC-SHAHADA	Nandurbar	17.30
PSS Toor	K21	MSWC-VAIJAPUR	Aurangabad	33.25
PSS Toor	K21	MSWC-WARUD	Amravati	15.60
PSS Urad	K21	MSWC-BEED	Beed	0.75
PSS Urad	K21	MSWC-TELHARA	Akola	1.28
PSS Urad	K21	MSWC-MEHEKAR	Buldhana	6.00
PSS Urad	K21	MSWC-DARYAPUR	Amravati	6.32
PSS Urad	K21	MSWC-HINGOLI MALHARWADI	Hingoli	7.60
PSS Urad	K21	MSWC-DEOLGAON RAJA	Buldhana	54.85
PSS Urad	K21	MSWC-NEWASA MIDC	Ahmednagar	285.40
PSS Urad	K21	MSWC-WARKHED KHAMGAON	Buldhana	425.92
PSS Urad	K21	MSWC-NEWASA	Ahmednagar	693.25
PSS Gram	R21	MSWC-AHMEDPUR	Latur	16.050
PSS Gram	R21	MSWC-AMALNER	Jalgaon	13.550
PSS Gram	R21	MSWC-AURANGABAD JADHAVWADI	Aurangabad	51.550
PSS Gram	R21	MSWC-BARAMATI (JALOCHI)	Pune	3.800
PSS Gram	R21	MSWC-DEGLUR	Nanded	67.950
PSS Gram	R21	MSWC-HINGOLI, MALHARWADI	Hingoli	79.000
PSS Gram	R21	MSWC-MALEGAON (W)	Washim	42.919
PSS Gram	R21	MSWC-NAMPUR	Nashik	15.000
PSS Gram	R21	MSWC-NANDED, MIDC	Nanded	23.000
PSS Gram	R21	MSWC-NANDURBAR	Nandurbar	9.750
PSS Gram	R21	MSWC-NEWASA, MIDC	Ahmednagar	98.550
PSS Gram	R21	MSWC-OSMANABAD	Osmanabad	43.350
PSS Gram	R21	MSWC-PADOLI CHANDRAPUR	Chandrapur	42.339

PSS Gram	R21	MSWC-PAITHAN	Aurangabad	68.850
PSS Gram	R21	MSWC-SHIRPUR	Dhule	86.450
PSS Gram	R22	CWC-AKOLA - I	Akola	3460.950
PSS Gram	R22	CWC-AKOLA - II	Akola	10162.504
PSS Gram	R22	CWC-AMRAVATI	Amravati	4475.429
PSS Gram	R22	CWC-NANDED	Nanded	5725.661
PSS Gram	R22	MSWC-ACHALPUR	Amravati	16323.050
PSS Gram	R22	MSWC-AKOLA	Akola	22691.430
PSS Gram	R22	MSWC-AKOT	Akola	7918.604
PSS Gram	R22	MSWC-ARVI	Wardha	3670.187
PSS Gram	R22	MSWC-AUSA	Latur	18998.400
PSS Gram	R22	MSWC-B-6 JALGAON MIDC	Jalgaon	11042.533
PSS Gram	R22	MSWC-BHOKARDAN ROAD, JALNA	Jalna	17888.700
PSS Gram	R22	MSWC-BHUSAWAL MIDC	Bhusawal	6073.009
PSS Gram	R22	MSWC-CHANDRAPUR MIDC	Chandrapur	10504.654
PSS Gram	R22	MSWC-CHANDUR BAZAR	Amravati	12107.410
PSS Gram	R22	MSWC-CHAPOLI	Latur	12976.450
PSS Gram	R22	MSWC-CHINCHOLI	Solapur	42.150
PSS Gram	R22	MSWC-CITY GDN, NANDED	Nanded	4120.300
PSS Gram	R22	MSWC-DEOLGAON RAJA	Buldhana	3755.739
PSS Gram	R22	MSWC-DHARWA	Yavatmal	4384.721
PSS Gram	R22	MSWC-H-14 JALGAON MIDC	Jalgaon	3783.739
PSS Gram	R22	MSWC-HAKNAKWADI	Latur	3607.950
PSS Gram	R22	MSWC-HINGANGHAT	Nagpur	5897.448
PSS Gram	R22	MSWC-HINGOLI, MIDC	Hingoli	12841.850
PSS Gram	R22	MSWC-KANNAD	Aurangabad	8.100
PSS Gram	R22	MSWC-KARANJA GHADGE	Wardha	806.133
PSS Gram	R22	MSWC-KARANJA LAD	Washim	7008.380
PSS Gram	R22	MSWC-KURDUWADI APMC	Solapur	88.800
PSS Gram	R22	MSWC-LATUR P-2	Latur	9456.300
PSS Gram	R22	MSWC-LOHA	Yavatmal	7029.920
PSS Gram	R22	MSWC-LOHARA (Y)	Yavatmal	10751.127
PSS Gram	R22	MSWC-MALKAPUR	Buldhana	8591.544
PSS Gram	R22	MSWC-MORSHI	Amravati	8958.918
PSS Gram	R22	MSWC-PARBHANI MIDC	Parbhani	8093.550
PSS Gram	R22	MSWC-PARTUR	Jalna	5164.850
PSS Gram	R22	MSWC-PHALTAN	Satara	24.650
PSS Gram	R22	MSWC-RENAPUR	Latur	15121.450
PSS Gram	R22	MSWC-SANGOLA	Solapur	1.650
PSS Gram	R22	MSWC-SHIRUR ANANTPAL	Latur	16414.150
PSS Gram	R22	MSWC-SHIVNAGAR WARDHA	Wardha	7144.529
PSS Gram	R22	MSWC-SILLOD	Aurangabad	5112.600
PSS Gram	R22	MSWC-TELHARA	Akola	3881.297
PSS Gram	R22	MSWC-UMERKHED	Yavatmal	6636.345

PSS Gram	R22	MSWC-VAIJAPUR	Aurangabad	74.700
PSS Gram	R22	MSWC-WADSA	Gadchiroli	5118.650
PSS Gram	R22	MSWC-WANI (Y)	Yavatmal	2081.607
PSS Gram	R22	MSWC-WARDHA MIDC	Wardha	3636.516
PSS Gram	R22	MSWC-WARKHED, KHAMGAON	Buldhana	55661.529
PSS Gram	R22	MSWC-WARORA	Chandrapur	5379.336
PSS Gram	R22	MSWC-WARUD	Amravati	7985.948
PSS Gram	R22	MSWC-WASHIM	Washim	12161.670

This is for your information please.

NAFED / (Mumbai)

### 3. CONTRACT SPECIFICATION

**Contract Specifications of Pulses/Oilseed (PSS Toor Kharif-20, PSS Toor Kharif-21, PSS Urad Kharif-21, PSS Gram Rabi-2018, PSS Gram Rabi-2020, PSS Gram Rabi-2021 & PSS Gram Rabi-2022 ) for each auction day are as follows:**

Maximum Available quantity (in MT)	(-----MT)
Trading Unit	1 MT
Price Quote	RS /QUINTAL
Maximum Trading Quantity	(-----MT)
Minimum Trading Quantity	100 MT or available quantity at a particular warehouse/depot whichever is less.
Tick Size	1 Rs
Earnest Money (Refundable)	Escrow account provided by Portal
Price quote	Ex- warehouse without GST / Other Taxes
Gross/ Net weight basis	Price quote is on Net weight basis
GST/ Other Taxes	Shall be paid by buyer as applicable in addition to the price quote

Mandi Tax	Mandi Tax <b>Exempted</b> . However, if Mandi Tax/ Cess/Fee is payable on sale transaction in a State / UT the same shall be levied/recovered from buyers.
Variation in available quantity of pulse on account of storage gain/loss	<p>At the time of actual delivery to successful buyer, there may be a variation in winning quantity on account of storage gain/loss.</p> <p>The quantity of pulse/oilseed accrued on account of storage gain (<b>up to 5% of the allotted stocks</b>) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes. In such an eventuality alone, the Bidder would be required to pay the differential cost and tax within 2 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 cost/amount.</p>

#### 4. QUALITY PARAMETERS

The Quality Specification of respective Pulses/oilseed.

#### 5. SAMPLING AND INSPECTION OF PULSES/ OILSEEDS

The (PSS Toor Kharif-20, PSS Toor Kharif-21, PSS Urad Kharif-21, PSS Gram Rabi-2018, PSS Gram Rabi-2020, PSS Gram Rabi-2021 & PSS Gram Rabi-2022) stocks are stored in various CWC / SWC Warehouses in the places mentioned in this contract note as annexure. The qualities of (PSS Toor Kharif-20, PSS Toor Kharif-21, PSS Urad Kharif-21, PSS Gram Rabi-2018, PSS Gram Rabi-2020, PSS Gram Rabi-2021 & PSS Gram Rabi-2022) Whole are pre certified. 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 the respective State Heads/BMs of NAFED as per the phone numbers given below. After the bidding, no quality complaint of buyer will be entertained by the Nafed.

The Pulses being sold are unprocessed whole raw pulses (not for direct human consumption).

Detail of Concerned Branch with Phone Nos,

1. Nodal Officer: Shri Ankit Madaan - 8221000055
2. State Head: Shri Puneet Singh - 9868986773

#### 6. SUBMISSION OF BIDS

"Bidders will have to deposit an amount equal to **5.22 %** of trade value as EMD (Earnest Margin Deposit & Transaction Charges plus applicable GST) in Escrow account provided by Service Provider prior to bidding. Once the auction initiated, no request for EMD deposit / confirmation will be entertained. The 5% EMD will be adjusted in balance 95% payment to be made by the successful bidder in NAFED account & Service Provider Transaction Charges will be adjusted through balance EMD of **0.22 %**. The Successful bidder(s) shall make 95% payment in the mentioned account details of NAFED

**within five bank** working days from the date of sale confirmation **(excluding the date of sale confirmation)**. In case, non receipt of 95% payment deposit within stipulated time, the allotment shall be cancelled and 5 % Earnest Money would be forfeited”.

Bidders have to bid for minimum 100 MT or available quantity at a particular warehouse/depot whichever is less and thereafter in multiples of 10 MT up to maximum 2000 MT only.

## **7. ONLINE BIDDING/e-AUCTION SESSION DETAILS**

The Bidding shall be two stage processes: 1<sup>st</sup>Stage (Price Discovery Session), 2<sup>nd</sup>Stage (H1- Bid Matching Session)

1. The same stock shall be put on auction simultaneously on all the NAFED empanelled Service Providers (Portal).
2. Bidders have to quote both Price and Quantity intended to purchase before completion of e-auction time. 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.
3. 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.
4. Since the auction quantity may be much higher than the Minimum bid qty for each auction. There could be multiple bidders at the highest price that is displayed.
5. The bidders shall place their bids online on platforms of Service Provider online system made available by Service Provider as per the terms and conditions mentioned herein.
6. 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.
7. The highest bid(s) received among all NAFED empanelled Service Providers, shall be treated as the H-1 bid discovered for the e-Auction.
8. H-1 matching round (2nd round) will be conducted for 30 mins after the H1 price discovery in the auction session for the bidders who have made a bid in the 1st round.
  - 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 auction session).
  - b) The Bidders will have the option to click on AGREE button to change their earlier quoted price to the H1 Price discovered in the auction for the quantity they have bided in the auction session.
  - 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 Bid/Price by NAFED.
9. NAFED after due consideration will communicate its decision on the H1 price to Service Providers. However, NAFED may also reject the H-1 bid on their discretion.
10. Allocation Rules:

After the approval of the H1 price 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 price by NAFED among the service providers, system will allocate the quantity quoted by the initial H1 bidder/s.

- b) After the 1st round, if the total demand raised by the H1 bidder/s is less than or equal to the total quantity (Calculated by Deducting the Quantity allocated to the H1 bidder/s from the total quantity put for e-auction), then only bidders participating in 1st round of auction by service providers are eligible to participate in 2nd round (matching round) to match the H1 price for the balance quantity remaining after allocating to H1 bidder/s.
  - c) Precedence for allotment will be accorded to the buyer who has made the second highest bid (H2) during the 1st round Auction among all the service providers combined 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 days.
11. Once the approval of the H1 price is communicated by NAFED, system generated bid sheet will be shared to NAFED by Service Providers. After allocation has been done, a system generated email will be sent to all successful bidders.
12. The Bidders are required to quote in Indian Rupees/Quintal for each item on offer.
13. NAFED may specify a floor price below which no bids may be accepted by Service Provider Platforms.
14. The incremental tick size shall be Rs.1.00.
15. The highest valid bid(s), as available in bid sheet, 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.
16. During price discovery session, a bidder may modify his bid upwards to an incremental value more than his existing highest bid, second bid onwards every bid has to be at a price same or higher than his current highest price which is displayed in auction floor screen. If higher bid is received, lower price bids are knocked off.
17. No cancellation of Bids shall be allowed during an auction session. As the double confirmation of quotes features has been implemented in empanelled Service Providers therefore after bidding, no request of buyer will be entertained for wrong quotes. Buyer must be cautious during the bidding process while quoting the rates.
18. 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.
19. 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 Service Provider portal 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.
20. 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.
21. NAFED 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.

## **8. INTIMATION TO THE SUCCESSFUL BIDDER & COLLECTION OF SALEPROCEED**

- 1. NAFED will intimate the successful bidders on the next working day of bid day through email or fax or phone.
- 2. Acceptance letter will be issued with price confirmation via email/fax.

3. Upon confirmation, Service Provider shall transfer 5% EMD to NAFED on same day or within one bank working day. Service Provider shall deduct ----- Transaction Charges plus GST from the EMD of buyer & remaining amount shall be unblocked.
4. Buyer needs to deposit 95 % in their respective account provided by NAFED within 5 bank working days from the date of confirmation of sale (which excluding the date of confirmation of sale).

NAFED Bank Account Details				
Commodity	Bank Name	Account Number	Branch Name	IFSC Code
PSS Gram R22	Punjab & Sind Bank	03001000035030	Khar, Mumbai	PSIB0000300
PSS Gram R18	Punjab & Sind Bank	03001000034785	Khar, Mumbai	PSIB0000300
PSS Gram R20	Punjab & Sind Bank	03001000034783	Khar, Mumbai	PSIB0000300
PSS Gram R21	Punjab & Sind Bank	03001000034786	Khar, Mumbai	PSIB0000300
PSS Toor K20	Punjab & Sind Bank	03001000034790	Khar, Mumbai	PSIB0000300
PSS Toor K21	State Bank of India	40736219291	Khar, Mumbai	SBIN0004613
PSS Urad K21	State Bank of India	40661250950	Khar, Mumbai	SBIN0004613

## 9. SETTLEMENT OF DELIVERY OBLIGATIONS

1. Sale of the stock will be made on ex-godown and "As is where is basis" against which 95% of sale proceed has to be deposited within 05 bank working days from the date of Acceptance Letter/Sale Confirmation (excluding the date of sale confirmation) by means of RTGS to Bank Accounts provided by NAFED. Time is the essence of the contract and the stipulated time for taking delivery must be complied with.
2. **Payment of cost and lifting of storage gain quantity:** The exact quantity on account of storage gain will be communicated to the buyer by NAFED on the same day the buyer completes lifting of the allotted quantity. On receipt of such communication from NAFED, the buyer shall lift the stock by deposit of differential cost and taxes within 02 working days from the next working day of communication by NAFED.
3. The delivery of the stocks of pulses including gain quantity (wherever applicable) will be made ex-godown on Net weight basis on weighbridge only after receipt of the 95% payment by means of RTGS within 05 bank working days (excluding Sunday and bank holiday) from the date of confirmation of bid (excluding the date of sale confirmation), failing which the allotment will be cancelled and the 5% Earnest Money deposited would be forfeited. Forfeited EMD (if any) will be transferred to the account of NAFED by the Service Provider.
5. NAFED will issue Delivery Order within one working day upon receipt of the 95% payment from the respective buyers.
6. Bidders are also required to pay GST/ Other Taxes etc., as applicable in the state.
7. The bidder has to lift the commodities including gain quantity (wherever applicable) as per the following time schedule from the date of issue of Delivery Order by NAFED:



Quantity of Sale Confirmed (MT)	Delivery Period (Warehouse Working Days)	Remarks
0 - 250*	<b>10</b>	* In case of gain quantity, the extra lifting time of 02 working days as stipulated in clause 8 will be applicable.
251 - 500*	12	
501 - 1000*	15	
1001 - 2000*	20	

\*The lifting period could be extended by **30 days (including holidays) after the stipulated delivery period on payment of actual godown rent by the buyer. In the event that the Bidder does not lift the goods within stipulated delivery period or such extended period, the bid would stand rescinded by NAFED and the EMD shall stand forfeited plus losses, if any, will be recovered from the bidder. NAFED without giving any notice to the bidder shall have the right to dispose off the goods, at the sole risk and cost of the buyer. The actual loss, whether the difference between the bid amount and the amount received by first sale, pursuant to the termination and rescission or any other loss (not being remote losses), would be recovered from the sale proceeds lying balance after forfeiture of EMD. Additionally, the buyer would be debarred from participating in e-auctions floated by NAFED on all portals for a period of six months from the date of default. Nafed's assessment of losses would be final and binding on the successful buyers.**

## 10. CHARGES

Buyers are required to pay Lifting charges/Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting/delivery of stock.

## 11. VALIDITY OF BID

Bid(s) will be remained valid up to 02 working days **from the date of auction.**

## 12. DEFAULT MANAGEMENT:

1. Bidders will have to deposit an amount equal **to 5.22 % of trade value as EMD** (Earnest Margin Deposit & Transaction Charges plus applicable GST) in Escrow account provided by Service Provider prior to bidding. Once the auction initiated, no request for EMD deposit / confirmation will be entertained. The 5% EMD will be adjusted in balance 95% payment to be made by the successful bidder in NAFED account & Service Provider Transaction Charges will be adjusted through balance **EMD of 0.22 %**. The Successful bidder(s) shall make 95% payment in the mentioned account details of NAFED within **five bank** working days from the date of sale confirmation **(excluding the date of sale confirmation)**. In case, non receipt of 95% payment deposit within stipulated time, the allotment shall be cancelled and 5% Earnest Money would be forfeited”.

2.The initial deposit of EMD shall not carry interest and will be refunded without interest to the unsuccessful bidders.

## 13. TRANSACTION CHARGES :

1. Service Provider will charge transaction charge of ----- (GST Extra if applicable) from the successful bidder for the traded quantity.

## 14. INDEMNIFICATION

The Buyer shall indemnify NAFED and keep indemnified against any loss or damage, claims, compensation, penalty, fine, levies, etc. on account of slackness, deficiency, failure to observe any obligations under the contract, failure to comply with statutory/ mandatory provisions pertaining to the contract by the Buyer, whatsoever.

## 15. LIQUIDATED DAMAGES:

1. In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the EMD payment received by the seller will be forfeited without notice. The actual loss, whether the difference between the bid amount and the amount received by first sale, pursuant to the termination and rescission or any other loss (not being remote losses), would be recovered from the sale proceeds and balance amount, if any, shall be refunded to the buyer.

2. The payment received by Service Provider against such auction will be transferred to NAFED.
3. In case of such default bargains, Service Provider will be entitled for transaction charges on the actual payment received and forfeited by NAFED.

## 16. FORCE MAJEURE

1. 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: (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) 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; (h) Any event or circumstances analogous to the foregoing.
2. 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.
3. Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
4. During the continuance of the Force Majeure, Nafed reserves the right to alter or vary the terms and conditions of this Contract or if the circumstances so warrant, the Nafed may also suspend the agreement 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.
5. The Buyer agree and understand that if the Force Majeure condition continues for a long period, then the Nafed in its own judgment and discretion may terminate this Agreement and in such case Buyers agree that they shall have no right or claim of any nature whatsoever and Nafed shall be released and discharged of all its obligations and liabilities under this Agreement

## 17. GENERAL PROVISIONS

1. **Governing Laws:** This tender process will be governed and construed in accordance with the laws of the republic of India without giving effects to the principles of conflicts of laws. Both intending bidders/Buyers and NAFED agreed to submit the jurisdiction at New Delhi and further agreed that any cause of action arising under this tender process may be brought in a court at New Delhi.
2. **Severability:** If any provision of this tender document is held to be invalid or enforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties hereto agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
3. **Entire Document:** This tender document together all annexure, specifications and other attachments which are incorporated herein by reference, is the sole and entire tender document between the parties relating to the subject matter hereof.

## 18. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION:

1. 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 Delhi and the High Court at Delhi 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.

2. All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled 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 of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force r /w relevant provisions of Multi State Co-operative Societies Act of 2002. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
3. Nothing contained in this clause shall prevent Nafed from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

State Head  
(NAFED Mumbai)

**Annexure-1**

**Bidder's Information:**  
**(Printed on Bidder's Letterhead)**

1	Name of the Organization	
2	Address	
3	# TIN & GST No.	
4	# Pan No.	
5	Contact Person Name	
6	Contact Address	
7	Landline No.	
8	Mobile No.	
9	Email Id	
10	EMD details	
11	Name of Bank	
12	Bank Account no.	
13	IFSC Code No.	

Date:

Signature of Authorized Signatory:  
Seal of Organization:

**ADDRESS AND CONTACT NUMBER OF NAFED BRANCH**

1. NAFED BRANCH ADDRESS:

National agricultural cooperative marketing federation, 803, 8th floor,  
Naman centre, A wing, Opp. Dena bank, Near Jio Garden, G block, Bandra Kurla complex, Bandra  
East, Mumbai 400051

2. NODAL OFFICER NAME AND PHONE NUMBER:

Shri Ankit Madaan - 8221000055

3. STATE HEAD NAME AND PHONE NUMBER:

Shri Puneet Singh - 9868986773

**DETAIL OF SERVICE PROVIDERS ADDRESSES/PHONE NUMBERS IN CASE OF QUERY/GRIEVANCES**

1. NCDEX e-Market Ltd:

Shri Shekhar Dashrathe - 9561883136  
Shri Krishna Wandhare – 8669070967  
Email IDs: mh\_businessgroup@nemi.in  
krishna.wandhare@nemi.in

2. Star Agribazaar Technology Ltd .:

Shri Sandesh Dhuri – 9920431385  
Shri Pankaj Singh- 9321196422  
Email IDs: pss.mum@agribazaar.com  
pankaj.singh@staragri.com

3. E-Tech Innovative Services, Ltd.

Shri Jitendra Jain - 9970308101  
Shri -  
Email IDs: nafedauctionpss@e-techinnovative.com  
business@e-techinnovative.com

4. Mjunction Services Ltd.

Sri Parag Bhake - 9987063571  
Email IDs: [parag@e-techinnovative.com](mailto:parag@e-techinnovative.com)

5. MSTC Ltd.:

Shri Dibeyandu Paul – 7595980975  
Shri Jamil Akhtar – 9391057727  
Email IDs: dpaul@mstcindia.co.in  
jakhtar@mstcindia.co.in