NATIONAL AGRICULTURAL COOPERATIVE
MARKETING FEDERATION OF INDIA LTD.
108, Crescent Court, 2nd Floor
Poonamallee High Road, Chennai,
Tamil Nadu – 600 084

Dated: 24-07-2024

Contract Note for Sale of (Milling Copra 2023 & Ball Copra 2024) 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 Milling Copra 2023 & Ball Copra 2024)** Whole as per the prescribed grade and quality on "As is where is basis". Bidders may contact the NAFEDoffice 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
Milling Copra 2023 & Ball Copra 2024	**Milling Copra 2023 & Ball Copra 2024**	11:00 to 11:30 AM	11.30 to 11.45 AM	3:00 to 3.30 PM

This is for your information please.

NAFED /(Chennai)

3. CONTRACT SPECIFICATION

Contract Specifications of Pulses/Oilseed (PSS Milling Copra 2023 & Ball Copra 2024) for each auction day are as follows:

Maximum Available quantity (in MT)	Warehouse wise Maximum available quantity Enclosed/placed below in Annexure
Trading Unit	1 MT
Price Quote	RS /QUINTAL
Maximum Trading Quantity	Maximum 2000 MT or Available quantity at a particular warehouse.
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 **Exempted**. 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 / Oilseed on account of storage gain/loss	At the time of actual delivery to successful buyer, there may be a variation in winning quantity on account of storage gain/loss. The quantity of pulse/oilseed accrued on account of storage gain (up to 5% of the allotted stocks) 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.

4. QUALITY PARAMETERS

The Quality Specification of respective Pulses/oilseed

5. SAMPLING AND INSPECTION OF PULSES/ OILSEEDS

The **(PSS Milling Copra 2023 & Ball Copra 2024)** stocks are stored in various CWC / SWC Warehouses in the places mentioned in this contract note as annexure. The qualities of **(PSS Milling Copra 2023 & Ball Copra 2024)** 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 compliant of buyer will be entertained by the Nafed.

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

Detail of Concerned Branch with Phone No: 8655573731

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 upto maximum 2000 MT only.

7. ONLINE BIDDING/e-AUCTION SESSION DETAILS

The Bidding shall be two stage processes: 1st Stage (Price Discovery Session), 2nd 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	**BankName**	**AccountNumber**	**BranchName**	**IFSCCode**
Milling Copra 2023	**Canara Bank**	**110159940269**	**Thambu Chetty Street, Chennai**	**CNRB0000913**
Ball Copra 2024	**Canara Bank**	**110184135973**	**Thambu Chetty Street, Chennai**	**CNRB0000913**

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/Oilseeds 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*	**10**	* 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 the 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 parries 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 Chennai)

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

Crescent Court, 2nd Floor, No 108, Poonamallee High Road, Chennai, Tamil Nadu – 600084 (INDIA)

2. NODAL OFFICER NAME AND PHONE NUMBER:

Mr. L L T Prakasa Rao, Ph no: 99664 29972

3. STATE HEAD NAME AND PHONE NUMBER:

Mr. Sudhir Kumar Singh Ph.No. 86555 73731

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

1. NCDEX e-Market Ltd.

Navaneethan K S, Executive – Business, Ph.No. 8248364033

2. Star Agribazaar Technology Ltd.

Mr. Praveen Kumar, Ph.No. 7045912902
Mr. T Murukappan, Ph.No. 7550048684 / 9840058684

3. E-Tech Innovative Services, Ltd.

Mr. Jitendra Jain, Regional Head South, Mobile- 9970308101
Mr. Sudhir Sawarkar, Business Manager, Mobile- 9325166096

4. M-Junction Services Ltd.

Mr. P. Kaviraj, Officer - RM South - Account Management Ph.No.9986445455

WAREHOUSE WISE QUANTITY OFFERED FOR DISPOSAL

Season	Name of the warehouse	Location	Qty to be put on auction(MT)
PSS MILLING COPRA 2023			
2023	TNWC	ARANTHANGI	270.10
2023	TNWC	ATTUR	823.15
2023	TNWC	DHARMAPURI	791.25
2023	TNWC	KRISHNAGIRI	1000.00
2023	TNWC	MANAMADURAI	1000.00
2023	TNWC	MAYILADUTHURAI	1501.25
2023	TNWC	MUSIRI	139.95
2023	TNWC	NANJIKOTTAI	181.00
2023	TNWC	PAPPIREDDIPATTI	1105.35
2023	TNWC	RAJAPALAYAM	691.50
2023	TNWC	THENI	1318.40
2023	TNWC	TUTICORIN	83.85
2023	TNWC	VELLORE	37.95
			8,943.75
PSS BALL COPRA 2024			
2024	CWC	ERODE	**6.00**

Quantity mentioned is as per WHR's. The actual quantity at the time of delivery may vary based on gain or loss during the storage.