

Dated: 07-01-2026

Contract Note for Bullet (Whole Warehouse) Sale of PSS Moong (Summer) S-23, S-24 & S-25

The National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) hereby invites bids from eligible buyers through online bidding or e-auction, to be conducted exclusively through its duly empanelled service providers, strictly in accordance with the terms and conditions set forth herein and as prescribed in the tender/offer document.

1. PRE-REQUISITES FOR BIDDING:

- a) "Bidder" shall mean any individual, partnership firm, company, or other legal entity duly holding all requisite trading licenses, registrations, and statutory approvals as mandated under applicable laws for the purchase of pulses and oilseeds, and who, having satisfied the eligibility conditions, seeks to purchase the specified commodities on an "*as-is-where-is*" basis, Ex-Warehouse, in the prescribed grade and quality as notified in the tender/offer document.
- b) Bidders may seek clarifications from the designated NAFED office with respect to product quality, warehouse locations, bidding procedures, or any other matter connected with the bidding process; provided, however, that such clarifications shall not in any manner alter, amend, or override the terms and conditions stipulated in the tender/offer document.

1. AUCTION SCHEDULE:

Commodity	Season	Auction Time
PSS Moong	S-23	11:00 AM to 11.30 AM
PSS Moong	S-24	
PSS Moong	S-25	

This is for your information please.

NAFED BHOPAL

2. CONTRACT SPECIFICATION

Contract Specifications of Moong Whole for each auction day are as follows:

Maximum Available quantity (in MT)	Entire quantity available in warehouse
Trading Unit	MT
Price Quote	RS /QUINTAL
Maximum Trading Quantity	Entire quantity available in the Warehouse.
Minimum Trading Quantity	Entire quantity available in the Warehouse.
Tick Size	1 Rs
Earnest Money (Refundable) for unsuccessful bidder	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	"Exempted; however, if Mandi Tax, Cess, or Fee is applicable under the laws of any State/UT, the same shall either be levied and recovered from the Buyer by NAFED or shall be directly deposited by the Buyer with the concerned Authority, as applicable."
Variation in available quantity of pulse on account of storage gain/loss	<ul style="list-style-type: none"> At the time of delivery, the actual quantity may vary from the auctioned quantity due to storage gain or loss. Any quantity accrued due to storage gain up to a maximum of 5% of the allotted stock shall be lifted by the buyer upon payment of the differential cost and applicable taxes within two (2) working days from the next working day after NAFED's written communication of such gain. In the event of storage loss, NAFED shall not be obliged to replenish the deficient quantity. In such cases, NAFED's liability shall be limited to refunding the proportionate cost for the shortfall, without any interest, damages, or additional compensation.

3. QUALITY PARAMETERS

- a) The quality specifications of the respective pulses/oilseeds shall be as per the details notified for each lot; however, all stocks are offered strictly on an '**as-is-where-is**' basis. NAFED makes no representation, warranty, or guarantee, whether express or implied, with respect to the quality, condition, grade, quantity, or fitness for any particular purpose of the stock, save and except where expressly certified under applicable statutory norms. It shall be the sole responsibility of the bidder/buyer to, at their own cost and risk, inspect and satisfy themselves regarding the quality and condition of the stock prior to bidding. Upon conclusion of the auction, no claim, objection, or request for rejection of goods on quality-related grounds shall be entertained, and the bidder/buyer shall be deemed to have unconditionally accepted the stock

4. SAMPLING AND INSPECTION OF PULSES/ OILSEEDS

- a) "The Moong is stored in various CWC/SWC warehouses at the locations specified in the annexure to this Contract Note. The quality of the respective lots has been pre-certified in accordance with applicable statutory norms. Any bidder/buyer desiring to verify the quality prior to participation in the bidding process shall be entitled to do so strictly at their own cost, risk, and responsibility, and only upon securing a prior appointment with the respective warehouse manager. For scheduling such inspection, the bidder may contact the concerned NAFED State Head/Branch Manager at the contact numbers provided herein.
- b) Upon conclusion of bidding, no complaint, claim, objection, or dispute of any nature whatsoever in relation to the quality or condition of the stock shall be entertained by NAFED. The pulses offered for sale are unprocessed, whole, raw pulses and are not intended for direct human consumption without further processing, and NAFED disclaims any liability arising from use of the stock in contravention of this condition.

5. SUBMISSION OF BIDS

"Bidders will have to deposit an amount equal to 5.22 % of trade value as EMD (Earnest Margin Deposit 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 with 95% payment to be made by the successful bidder in NAFED account & Service Provider. The Successful bidder(s) shall make balance 95% payment in the mentioned account details of NAFED within 7 (seven) bank working days from the date of sale confirmation i.e. T+7 days T where is the date of Acceptance Letter/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 as penalty towards derailing the auction process.". EMD of successful bidders will be converted into Security Deposit.

The portal will transfer the EMD amount to Nafed account after deducting the applicable TDS, details of which shall be provided by portal to the branch immediately over email.

Bidders have to bid for the entire quantity available in warehouse.

6. ONLINE BIDDING/e-AUCTION SESSION DETAILS

The Bidding shall be Single stage process (Price discovery session):

1. The same stock shall be put on auction simultaneously on all the NAFED empaneled Service Providers (Portal).
2. Bidders must quote only Price for the entire quantity available in warehouse intended to purchase before completion of e-auction time. Auction shall be a price based forward auction wherein the bidders change their bids Rs 1/Quintal for Price or multiple thereof.
3. The auction session will be open for 30 minutes' duration only
4. Since the auction quantity is lot based, hence there would be only one bidder at the highest price.
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) The highest bid(s) received among all NAFED empaneled Service Providers, shall be treated as the H-1 bid discovered for the e-Auction.
- a) The bidders will have the option to click on the **AGREE** button to revise their earlier quoted price to the H1 price discovered in the auction for the quantity they have bid in the auction session. However, the revised bid price must be **higher than the prevailing H1 price**.
- b) 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.

7. Allocation Rules:

After the approval of the H1 price by NAFED, the provisionally allotted quantity will be treated as 'allotted quantity'.

- a) After acceptance of the H1 price by NAFED among the service providers, system will allocate the quantity quoted by the H1 bidder among the portal.
8. The Bidders are required to quote in Indian Rupees/Quintal for each item on offer.
9. NAFED may specify a floor price below which no bids will be accepted by Service Provider Platforms.
10. The incremental tick size shall be Rs.1.00.
11. 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 wise after decision by NAFED.
12. 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 higher than the current highest price which is displayed in auction floor screen. If higher bid is received, lower price bids are knocked off.
13. No cancellation of bids shall be permitted during the auction session. Since the empanelled service providers have implemented a double confirmation of quotes feature, any bid submitted shall be treated as final, binding, and irrevocable. Accordingly, no request from any bidder for withdrawal, cancellation, or correction of quotes on the ground of error, inadvertence, or wrong entry shall be entertained. It shall be the sole responsibility of the bidder to exercise due caution while quoting rates during the bidding process.

14. The final results of the e-auction shall be binding and conclusive on all bidders. Any request for cancellation, withdrawal, or modification received after the conclusion of the auction session and issuance of confirmation shall not be entertained under any circumstances. In the event of such default, the concerned bidder shall be blacklisted and debarred from participation in all future tenders and e-auctions of any commodity conducted or floated by NAFED, without prejudice to any other rights or remedies available to NAFED under law.
15. Any bid placed using the bidder's username and password shall be deemed to be unconditionally valid, binding, and enforceable against the bidder who has registered on the service provider's portal by generating such credentials for the purpose of participation in the e-auction. The bidder shall be solely and fully responsible for all acts, omissions, and transactions carried out under the said username and password, irrespective of whether the same were authorized by the bidder or not. Accordingly, the bidder is advised to exercise utmost care in safeguarding the confidentiality of the login credentials and to refrain from disclosing them to any third party so as to prevent misuse.
16. The bidders participating in the bidding process shall participate diligently and submit bids in a fair and bona fide manner. Bidders shall not indulge in any act, conduct, or submission of bids that may be detrimental to the bidding process, cause disruption, disturb market equilibrium, or amount to malpractice or manipulation. In the event that any act or omission of a bidder, including the manner of participation or submission of bids, is found or reasonably suspected to have such an effect, NAFED shall, at its sole and absolute discretion, in the interest of maintaining the integrity of the bidding process and protecting the interests of all participants, be entitled to disqualify, debar, or otherwise restrict such bidder from participation in the ongoing or future bidding processes, with or without prior notice and without assigning any reason whatsoever. The decision of NAFED in this regard shall be final, binding, and conclusive on all bidders. Any bidder found to be non-serious or indulging in disruptive or manipulative practices may also be permanently debarred or blocked from participation in all future auctions or tenders conducted by NAFED.
17. NAFED reserves the absolute right to accept or reject any or all bids, including the highest bid, either wholly or partially, or to counter any bid(s), and further reserves the right to increase or decrease the quantity offered, at its sole discretion and without assigning any reason whatsoever. The bidder shall not be entitled to raise any objection, claim, or dispute in this regard, and NAFED's decision shall be final and binding on all participants.

7. INTIMATION TO THE SUCCESSFUL BIDDER & COLLECTION OF SALEPROCEED

- i. NAFED shall intimate the successful bidders on the next working day following the bid date through email, whatsapp or telephone.
- ii. An Acceptance Letter containing the price confirmation shall be issued to the successful bidder via email.
- iii. Upon confirmation, Service Provider shall transfer 5% EMD to NAFED on same day or within one bank working day by deducting applicable TDS, details of which shall be provided by the service provider to Nafed immediately. Service Provider shall deduct ----- Transaction Charges plus GST from buyer & remaining amount shall be unblocked.
- iv. Buyer needs to deposit 95% balance payment in their respective account provided by NAFED as per clause no 05 of this contract note.

NAFED Bank Account Details			
Commodity	Account Number	Branch Name	IFSC Code
For PSS Moong S-23	110139504123	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Moong S-24	120037981333	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Moong S-25	120037617955	Saket Nagar Branch, Bhopal	CNRB0017723

8. SETTLEMENT OF PAYMENT OBLIGATIONS

- i. 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 07 bank working days from the date of Acceptance Letter/Sale Confirmation i.e T+7 days where T is date of Acceptance Letter/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.
- ii. After receipts of Acceptance Letter/Sale Confirmation buyer has to deposit 95% amount within 7 bank working days from the date of Acceptance Letter/Sale Confirmation.
- iii. If buyer fails to deposit 95% of sale proceed within 07 bank working days, then will attract 5% EMD amount shall be forfeited as a penalty.
- iv. It may please be noted that for the lot size/quantity of 1000MT and above, If buyer failed to deposit 95% of sale proceed within 07 bank working days then he has a option to deposit the amount within next 15 days from the date of T+7 working days, T+7 is the interest free period and the option for next 15 days is allowed over & above T+7 and interest will be levied on extended period only as it is in the case of extended lifting period as per contract note. Thereafter no additional time will be given to buyers and will attract 5% EMD amount forfeiture and buyer will be debarred and blacklisted for 1 months.
- v. 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.

9. SETTLEMENT OF DELIVERY OBLIGATIONS:

- i. 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 100 % payment by means of RTGS/NEFT transfer as per contract note.
- ii. NAFED will issue Delivery order within one working day upon receipt of the 100 % payment from the respective buyers.
- iii. The bidder shall be liable to pay GST and all other applicable taxes, levies, and statutory charges as per the prevailing laws of the concerned State/Union Territory, in addition to the trade value.
- iv. 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
Upto 500	10	
501 – 1000*	15	
1001 – 2000*	20	
2001- 3500*	25	
3501- 5000*	35	
5001-and Above	45	

* In case of gain quantity, the extra lifting time of 02 working days

- g) The lifting period may be extended by a maximum of thirty (30) days (including holidays) beyond the stipulated delivery period, subject to the buyer paying actual godown rent for the extended duration. In the event the buyer fails to lift the goods within the stipulated delivery period or the permitted extension, the contract shall be deemed automatically rescinded, the Earnest Money Deposit (EMD) shall stand forfeited, and NAFED shall be entitled to recover from the buyer all losses, damages, or expenses incurred on account of such default as a penalty.
- h) NAFED shall, without further notice or reference to the buyer, have the absolute and unfettered right to dispose of the goods at the sole risk and cost of the defaulting buyer. Any loss suffered by NAFED, whether by way of the difference between the bid value and the resale value, or otherwise arising directly from such default, shall be recoverable from the sale proceeds (after forfeiture of the EMD), and the balance, if any, shall remain payable by the buyer. Further, the defaulting buyer shall be debarred from participating in any e-auctions conducted by NAFED on any platform for a period of six (6) months from the date of default. NAFED's determination of the quantum of loss and liability under this clause shall be final, conclusive, and binding on the buyer.
- i) The lifting period may, at the sole discretion of NAFED, be extended by a further 30 (thirty) days, inclusive of holidays, beyond the stipulated delivery period, subject to the Buyer making payment of the actual godown rent for the extended period.
- j) If the successful bidder (hereinafter "Buyer") fails to lift the goods within the stipulated lifting period or the extended period granted by NAFED, the bid shall stand automatically rescinded, without any further notice, and the Earnest Money Deposit (EMD) shall stand absolutely forfeited. Such forfeiture shall be treated as a penalty for breach of contract, without prejudice to NAFED's right to recover any additional losses.
- k) Upon such rescission, NAFED shall have the absolute right and discretion, without issuing any prior notice or intimation to the Buyer, to dispose of the goods in any manner deemed appropriate, entirely at the risk and cost of the Buyer. Any actual loss, damage, cost, or expense, including but not limited to the difference between the Buyer's bid price and the amount received by first sale of the stock from the same warehouse pursuant to the termination and rescission, or any other direct loss (excluding indirect or remote losses), shall be recovered from the sale proceeds remaining after forfeiture of the EMD, and the Buyer shall remain liable to pay any shortfall as penalty and damages.
- l) Further, the Buyer shall stand automatically debarred from participating in any e-auction conducted by NAFED on any platform for a period of one (1) months from the date of default. The quantification of losses, penalty, and damages by NAFED shall be final, conclusive, and binding on the Buyer.

10. CHARGES

The buyer shall be solely responsible for making direct payment, at the respective warehouse location, of all lifting charges, loading charges, weighing charges, labor charges, transportation charges, and any other incidental or applicable expenses at the time of lifting and taking delivery of the stock. NAFED shall not be responsible for any delay, negligence, slackness, or lapse on the part of the buyer in arranging labor, transportation, or in completing the lifting within the stipulated period or making such payments,. Any such delay or default by the buyer shall not entitle the buyer to seek an extension of the delivery period or raise any claim whatsoever against NAFED.

11. VALIDITY OF BID

Bids submitted shall remain irrevocably valid and binding for a period of two (2) working days from the date of the auction.

12. DEFAULT MANAGEMENT:

- I. In case, successful bidder fails to pay 95% trade obligation within the stipulated period then the EMD/SD shall stand forfeited without giving any notice.
- II. If buyer deposited 100% sale proceed amount and failed to lift the material in the given period 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 and action will be taken as per Sale Contract Note.
- III. The initial deposit of EMD shall not carry interest and will be refunded without interest to the unsuccessful bidders.

13. TRANSACTION CHARGES :

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

14. INDEMNIFICATION

- a) 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. LIQUIDATING DAMAGES:

- I. In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the EMD & SD, as applicable 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.
- II.
- III. The payment received by Service Provider against such auction will be transferred to NAFED.
- IV. 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:

- I. 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.

- II. 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.
- III. Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- IV. 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.
- V. The Buyer agree and understands 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:

- I. **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.
- II. **Severability:** If any provision of this tender document is held to be invalid or unenforceable 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.
- III. **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.
- IV.
 - V. **No Waiver:** No waiver by NAFED of any term, condition, or requirement of this tender document shall be deemed a waiver of any subsequent breach of the same or any other term, condition, or requirement. Any delay or failure by NAFED to exercise any right, power, or remedy shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise of the same or any other right, power, or remedy.

18. APPLICABLE LAW JURISDICTION AND DISPUTE RESOLUTION:

- I. 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.

- II. 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.
- III. Nothing contained in this clause shall prevent the Nafed from seeking interim injunctive relief against the intending bidders in the courts having jurisdiction over the parties.

State Head
(NAFED)

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

NAFED BRANCH ADDRESS

Commercial Hall No. 5 & 6, 2nd, Floor, Dwarika Parisar, Arvind Vihar,
Baghmughaliya, Bhopal (MP) Pin 462043

NODAL OFFICER NAME AND PHONE NUMBER:

Shri. Vivek Pratap Singh
Mob: 7905275006

BRANCH MANAGER NAME AND PHONE NUMBER:

Shri. Puneet Singh
9868986773

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

NCDEX e-Market Ltd

Shri. JITENDRA RAIKWAR- jitendra.raikwar@neml.in (9589015015)
Shri. SHAILENDRA MALVIYA - shailendra.malviya@neml.in (9981306350)

E-TECH INNOVATIVE SERVICES (P) LTD

Mr. Sumeet Jangir – 9636137899 (sumit.jangir@e-techinnovative.com)
nafedauctionpss@e-techinnovative.com

M-JUNCTION

Mr. Subash Patel
Mail ID- subash.patel@mjunction.in
Contact No- 8100102720

Note: The stock pdetails will be shared on the MPMS portal.