

Dated: 12-01-2026

**Contract Note for Sale of PSS Soyabean K-24, Gram (R-22, R-23, R-24 & R-25), Masoor (R-23 & R-25), Urad (S-25) & Mustard R-24 & R-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 own portal <https://nafex.in/#/> or duly empaneled 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	Extension	H1 Matching
PSS Soyabean	K-24	11:00 to 11:30 AM	11.30 to 11.45 AM	3:00 to 3.30 PM
PSS Gram	R-22			
	R-23			
	R-24			
	R-25			
PSS Masoor	R-23			
	R-24			
	R-25			
PSS Urad	S-25			
PSS Mustard	R-24			
	R-25			

This is for your information please.

NAFED BHOPAL

## 2. CONTRACT SPECIFICATION:

Contract Specifications of Pulses/Oilseed for auction day are as follows:

Maximum Available quantity (in MT)	(----- MT)
Trading Unit	1 MT
Price Quote	RS /QUINTAL
Maximum Trading Quantity per bidder per warehouse	( 4000 MT)
Minimum Trading Quantity	100 MT or available quantity at a particular warehouse/depot whichever is less.
Tick Size	1 Rs
Earnest Money (Refundable)	To be deposited in the escrow account specified by the portal
Price quote	Ex-warehouse, exclusive of GST and other applicable taxes
Gross/ Net weight basis	Price quote is on Net weight basis
GST/ Other Taxes	Payable by the buyer, in addition to the quoted price, at applicable rates
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"> <li>At the time of delivery, the actual quantity may vary from the auctioned quantity due to storage gain or loss.</li> <li>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.</li> <li>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.</li> </ul>

### 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 [Commodity] are 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/quantity 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:

- a) Each bidder shall, before participating in the auction, deposit an amount equivalent to **five** percent (5%) of the trade value of the stock they intend to purchase. This deposit shall constitute the Earnest Money Deposit (EMD) and shall also include applicable GST. The Service Provider's/Nafex transaction charges, together with applicable GST, shall be payable separately and shall not be deemed included within the aforesaid 5% deposit. The deposit shall be remitted into the designated escrow account of the service provider, as notified in the auction/tender document, strictly prior to the commencement of the auction. Once the auction has commenced, no request for EMD deposit, confirmation, or validation shall be accepted, and any bidder failing to deposit the EMD within the stipulated timeline shall be rendered ineligible to participate in the auction.
- b) In the case of the successful bidder, the Tax Deducted at Source (TDS) of trade value shall be deducted solely from the five percent (5%) Earnest Money Deposit (EMD) amount deposited through the designated service providers/NAFEX.
- c) The successful bidder(s) shall pay the remaining balance of the trade value (95 % ) directly into the NAFED account, the details of which shall be provided in the sale confirmation, **within Seven (7) calendar days from the date of sale confirmation**, excluding the sale confirmation date. Failure to make the balance payment within the stipulated time shall automatically result in (i) cancellation of the allotment, and (ii) forfeiture of the 5% Earnest Money Deposit, without any further notice, intimation, or liability on the part of NAFED. The successful bidder shall inform the branch regarding deposit of payment immediately over email clearly mentioning the trade id/ auction ID and payment deposit details enabling the branch to prepare Delivery orders.

- d) The minimum bid quantity shall be 100 MT or the available quantity at a particular warehouse/depot, whichever is lower.
- e) Any additional bids shall be placed only in multiples of 10 MT, subject to a maximum ceiling of 4,000 MT per bidder, per auction, per warehouse; however, a bidder shall be permitted to purchase additional quantities from other warehouses of the same commodity or from warehouses of other commodities, subject to compliance with the terms and conditions of the auction.
- f) NAFED reserves the absolute and unconditional right to accept or reject any bid, including the highest bid, at its sole discretion and without assigning any reason whatsoever. Participation in the bidding process shall be deemed to constitute the bidder's full and irrevocable acceptance of all the terms and conditions contained herein, without exception or reservation.

## **6. ONLINE BIDDING/e-AUCTION SESSION DETAILS:**

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

1. The same stock shall be put on auction simultaneously on all Nafed and NAFED's 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 over the current H1 bidder rate or multiple thereof.
3. The bidder must place bids that are incremental and higher than the existing H1 bid of the same warehouse, commodity, and season in the auction session. The bidder can view the prevailing H1 price of the warehouse on auction screen.
4. 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.
5. Since the auction quantity may be much higher than the Minimum bid qty for each auction at different service providers. There could be multiple bidders at the highest price that is displayed.
6. The bidders shall place their bids online on platforms of NAFEX/Service Provider online system made available by NAFEX/Service Provider as per the terms and conditions mentioned herein.
7. 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.
8. The highest bid(s) received among all NAFED empanelled Service Providers and NAFEX, shall be treated as the H-1 bid discovered for the e-Auction.

9. 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 1<sup>st</sup> round of auction session).
  - b) The bidders will have the option to click on the “AGREE” button to revise their earlier quoted price to the H1 price discovered during the 1<sup>st</sup> round of auction for the quantity they had bid in the first round of auction. The allocation of stock to bidders in the matching round will be carried out based on the PQT (Price–Quantity–Time) criteria.
  - 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.
  - d) NAFED after due consideration will communicate its decision on the H1 price to Service Providers and upload the details on NAFEX. 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 and NAFEX, 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 and NAFEX 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 and NAFEX 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 and uploaded on NAFEX. 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 NAFEX and 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 & H1 discovery session, a bidder may modify his bid upwards to an incremental value more than the existing highest bid. The bid should be higher than H1 price which is displayed in auction floor screen of the warehouse. If higher bid is received, lower price bids are knocked off.
17. No cancellation of bids shall be permitted during the auction session. As the empanelled service providers and NAFEX have implemented a double-confirmation feature for submission of quotes, any bid once submitted shall be deemed final, binding, and irrevocable. It shall be the sole responsibility of the bidder to exercise due diligence and caution while quoting rates during the bidding process. In the event that a bid is wrongly submitted despite the double-confirmation safeguards, the Earnest Money Deposit (EMD) furnished by the bidder shall be refunded after deduction of fifty percent (50%) of the EMD amount as penalty and the bidder shall additionally be subjected to a suspension of fifteen (15) days from participation in NAFED auctions, at the sole discretion of NAFED. Such deductions and suspension shall be treated as penalties for disrupting and derailing the auction process.
- Any request for refund of the balance EMD shall be entertained by the concerned Branch Office only upon receipt of a written request from the bidder, submitted either through official email or by letter.
18. 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 EMD deposited by the party shall be forfeited as penalty and 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, if Nafed desires so.
19. 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 NAFEX or 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.
20. 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.

21. 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 SALE PROCEED:**

- NAFED shall intimate the successful bidders on the next working day following the bid date through email, WhatsApp or telephone.
- An Acceptance Letter containing the price confirmation shall be issued to the successful bidder via email.
- Upon such confirmation, NAFEX/the Service Provider shall transfer 5% of the EMD to NAFED on the same day or, at the latest, within one (1) bank working day. NAFEX/ Service Provider shall be entitled to deduct the applicable TDS from the bidder's EMD, transaction charges plus taxes and the balance amount, if any, shall be unblocked to the bidder.
- The successful bidder shall deposit the balance trade value (95%) directly into the bank account specified by NAFED within (7) calendar days from the date of sale confirmation (excluding the date of confirmation).

NAFED Bank Account Details			
Commodity	Account Number	Branch Name	IFSC Code
For PSS Moong S-21	110139503400	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Moong S-22	110139500520	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Moong S-23	110139504123	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Moong S-24	03151000015573	P&S bank, Shahpura, Bhopal	PSIB0000315
For PSS Gram R-20	110139502436	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Gram R-21	110139503190	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Gram R-22	110139503482	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Gram R-23	110139503790	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Gram R-24	110173119451	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Gram R-25	120036294551	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Urad S-22	110139503029	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Urad S-25	120037617970	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Masoor R-23	110139503912	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Masoor R-24	120035861231	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Masoor R-25	120036294510	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Soyabean K-24	120035768457	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Toor K-24	110235674841	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Mustard R-23	110139504047	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Mustard R-24	110209100331	Saket Nagar Branch, Bhopal	CNRB0017723
For PSS Mustard R-25	120036294536	Saket Nagar Branch, Bhopal	CNRB0017723

Details of the funds deposited by the party shall be informed to the concerned Nafed branch immediately over email along with transaction details, name of the service providers and auction ID for generating DO. In case of NAFEX, the bidders are required to deposit the balance amount of the portal itself. After confirmation of the payment, Delivery Order shall be generated automatically and will be sent to the bidders, concerned branch over email the same day.

## 8. SETTLEMENT OF DELIVERY OBLIGATIONS:

- a) The sale of stock shall be made strictly on an ex-godown and **“as-is-where-is” basis**, against which the buyer shall deposit the balance trade value (95% ) within Seven (7) calendar days from the date of issuance of the Acceptance Letter/Sale Confirmation (excluding the date of confirmation), by way of Online/RTGS transfer into the designated NAFED bank account. Time is of the essence of this contract, and strict adherence to the stipulated timelines for payment and lifting of stock shall be mandatory.
- b) Payment and lifting of storage gain quantity – The exact quantity of stock arising on account of storage gain, if any, shall be communicated by NAFED to the buyer on the same day the buyer completes lifting of the originally allotted quantity. Upon such communication, the buyer shall be required to lift the storage gain stock by depositing the differential cost and applicable taxes within two (2) working days, reckoned from the next working day following NAFED’s communication.
- c) Delivery of the allotted stock of pulses/oilseeds, including storage gain quantity wherever applicable, shall be affected ex-godown on net weight basis, ascertained on weighbridge, and only upon receipt of the full balance trade value through Online/RTGS within Seven (7) calendar days (including Sundays and bank holidays) from the date of sale confirmation (excluding the confirmation date). Failure to comply with this timeline shall automatically result in cancellation of the allotment and forfeiture of the 5% Earnest Money Deposit (EMD) as penalty, without further notice. The forfeited EMD shall be transferred by the Service Provider/NAFEX into NAFED’s designated account.
- d) NAFED shall issue the Delivery Order within one (1) working day from the date of receipt of the full balance trade value from the respective buyer.
- e) 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.
- f) The bidder shall be required to lift the commodities, including storage gain quantity wherever applicable, strictly in accordance with the lifting schedule prescribed below, reckoned from the date of issuance of the Delivery Order by NAFED. Failure to adhere to the stipulated schedule shall attract cancellation of allotment, forfeiture of the EMD, and any other consequences as provided under these terms and conditions.

Quantity of Sale Confirmed (MT)	Delivery Period (calendar Days, including holidays)	Remarks
0 - 250*	14	* In case of gain quantity, the extra lifting time of 04 Calendar days will be given.
251 – 500*	16	
501 – 1000*	20	
1001 – 2000*	26	
2001-3000*	32	
3001-4000*	37	

- g) The lifting period may be extended by a maximum of thirty (30) calendar days (including holidays) beyond the stipulated free delivery period solely at the discretion of NAFED, subject to the buyer paying godown rent as informed by the concerned Nafed branch 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 as penalty, and NAFED shall be entitled to recover from the buyer all losses, damages, or expenses incurred on account of such default.

- h) NAFED, without issuing any prior notice to the bidder, shall have the absolute and unfettered right to dispose of the goods at the sole risk and cost of the defaulting buyer. Any loss, damage, or expense incurred by NAFED—including, but not limited to, the difference between the bid amount and the resale amount upon first sale pursuant to termination and rescission, storage charges, or any other direct loss or expense (excluding remote or consequential losses)—shall be recovered from the sale proceeds after adjustment and forfeiture of the Earnest Money Deposit (EMD). Any shortfall shall remain payable by the buyer and shall be recoverable by NAFED through appropriate legal proceedings. Further, at its sole discretion, NAFED may debar the defaulting buyer 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 assessment and determination of the quantum of loss, liability, and period of debarment under this clause shall be final, conclusive, and binding upon the buyer.

## **9. CHARGES:**

- a) 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.

## **10. VALIDITY OF BID :**

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

## **11. DEFAULT MANAGEMENT:**

- a) Bidders shall deposit an amount equivalent to 5 % of the Trade Value as Earnest Money Deposit (EMD), Transaction Charges of Service Provider/NAFEX, and taxes in the Escrow Account designated by the Service Provider/NAFEX prior to bidding. Once the auction is initiated, no request for EMD deposit or confirmation shall be entertained.
- b) Out of this deposit, 5% EMD shall be adjusted against the trade value payable by the successful bidder into NAFED's account.
- c) The successful bidder(s) shall remit the balance trade value into the designated NAFED account within Seven (7) calendar days from the date of sale confirmation (excluding the date of sale confirmation). Failure to deposit the balance trade value within the stipulated period shall result in cancellation of the allotment and forfeiture of the 5% Earnest Money Deposit as a penalty.
- d) The initial EMD deposit shall be interest-free and refunded without interest to all unsuccessful bidders.

## **12. TRANSACTION CHARGES :**

- (a) The Service Provider shall levy transaction charges of ----- of the purchase value (plus applicable GST) on the successful bidder, calculated on the quantity successfully traded. In case, the trade is concluded in NAFEX.in, the transaction charges shall be 0.025% of the trade value plus applicable GST, which shall be payable by the bidders.
- (b) The transaction charges shall be non-refundable and payable to NAFEX/the Service Provider irrespective of completion of delivery, payment, or settlement of the trade. Such charges shall also be payable in the event of a wrong bid, cancellation, or default by the buyer.

## **13. 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.

#### **14. LIQUIDATED DAMAGES:**

- a) **Default & Forfeiture:** In the event the Buyer fails to comply with the payment or delivery conditions stipulated in the contract, the Earnest Money Deposit (EMD) shall stand forfeited without any further notice as penalty. Any actual loss incurred by NAFED—whether arising from the difference between the bid amount and the resale amount, or from any other direct loss (excluding remote or consequential losses)—shall be recoverable from the sale proceeds. After such recovery, any balance amount, if available, shall be refunded to the Buyer.
- a) **Transfer of Payments:** All payments received by the NAFEX/Service Provider in respect of such auction shall be transferred to NAFED.
- b) **Service Provider Charges:** In case of such default, the NAFEX/Service Provider shall be entitled to recover its transaction charges on the actual payment received and forfeited by NAFED.

#### **15. FORCE MAJEURE :**

- a) 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.
- b) 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.
- c) Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- d) 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.
- e) 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

## 16. GENERAL PROVISIONS, GOVERNING LAW, AND DISPUTE RESOLUTION:

1. **Governing Law and Jurisdiction:** This contract/tender document shall be construed, and the legal relationship between the parties determined, in accordance with the laws of the Republic of India. Only the courts at Delhi, including the High Court of Delhi, shall have exclusive jurisdiction over all matters arising out of, relating to, or in connection with this auction document. The parties irrevocably submit to such exclusive jurisdiction for the purposes of any proceedings, regardless of the place where the cause of action arises.
2. **Dispute Resolution:** All disputes, controversies, or claims arising out of, relating to, or in connection with the terms of this auction/tender document, including its interpretation, validity, and the respective rights and obligations of the parties, shall first be attempted to be resolved amicably through mutual discussions. If such resolution is not achieved within a reasonable period, the dispute shall be referred to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time), read with the relevant provisions of the Multi-State Co-operative Societies Act, 2002, or any statutory amendments/modifications thereto. The seat and venue of arbitration shall be New Delhi, India, and the arbitration proceedings shall be conducted in the English language.
3. **Interim Relief:** Nothing in this clause shall preclude NAFED from seeking interim or injunctive relief from any court of competent jurisdiction, including the courts at Delhi, in order to protect its rights or interests pending the resolution of any dispute through arbitration.
4. **Severability:** If any provision of this tender document is found to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired in any way. The parties agree to substitute any such invalid provision with a valid provision that most closely reflects the original intent and economic effect of the invalid provision.
5. **Entire Agreement:** This tender document, together with all annexures, specifications, and other attachments incorporated herein by reference, constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating thereto.
6. **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.

State Head

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 INFORMATION – NAFED BRANCH & SERVICE PROVIDERS**  
**NAFED Branch Details**

Particular	Details
NAFED Branch Address	Commercial Hall No. 5 & 6, 2nd, Floor, Dwarika Parisar, Arvind Vihar, Baghmughaliya, Bhopal (MP) Pin 462043
Nodal Officer (Name & Contact Number)	Shri. Vivek Pratap Singh, Mob: 7905275006
State Head (Name & Contact Number)	Shri. Puneet Singh, Mob: 9868986773

**Service Providers – For Queries / Grievances**

Service Provider	Contact Person Name , Mobile Number & E-mail ID
NCDEX e-Market Ltd	Shri. JITENDRA RAIKWAR <a href="mailto:jitendra.raikwar@neml.in">jitendra.raikwar@neml.in</a> (9589015015)  Shri. SHAIENDRA MALVIYA <a href="mailto:shailendra.malviya@neml.in">shailendra.malviya@neml.in</a> (9981306350)
E-Tech Innovative Services Ltd	Mr. Sumeet Jangir 9636137899 ( <a href="mailto:sumit.jangir@e-techinnovative.com">sumit.jangir@e-techinnovative.com</a> )
Mjunction Services Ltd	Mr. Subash Patel <a href="mailto:subash.patel@mjunction.in">subash.patel@mjunction.in</a> (8100102720)

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