



**National Agricultural Cooperative Marketing Federation of India Ltd.**  
**(Complete Address of Branch)**  
**Disposal of (Name of Pulses/Oilseed) PSS (Name of Season) (MSTC)**

NAFED, **(Name of NAFED Branch)** is commencing the sale of (Pulses/Oilseeds PSS) lying in State of **(Name of State)** w.e.f. \_\_\_\_\_ through (MSTC) Auction Platforms

All interested buyers are hereby informed that the e-bidding session at MSTC for sale of (Pulses/Pulses/Oilseeds PSS) stock will commence as per following schedule

**Bidding Time for Buyers for Pulses:**

Commodity	Auction Time	Extension	H1 Matching
Toor	11:00 - 11:30	11:30-11:45	11:45-12:00
Chana	12:00 - 12:30	12:30-12:45	12:45-13:00
Masoor	13:00 - 13:30	13:30-13:45	13:45-14:00
Moong	14:00 - 14:30	14:30-14:45	14:45-15:00
Urad	15:00 - 15:30	15:30-15:45	15:45-16:00

**Bidding Time for Buyers for Oilseed:**

Commodity	Auction Time	Extension	H1 Matching
Mustard Seed	11:00 - 11:30	11:30-11:45	11:45-12:00
Groundnut	12:00 - 12:30	12:30-12:45	12:45-13:00
Sunflower Seed	13:00 - 13:30	13:30-13:45	13:45-14:00

**The disposal of stock would be made through MSTC e auction platforms,**

Commodity	Auction Platform URLs
Chana	<a href="http://www.mstcecommerce.com/auctionhome/erakam/index.jsp">http://www.mstcecommerce.com/auctionhome/erakam/index.jsp</a>
Tur	
Moong	
Urad	
Masoor	
Groundnut	
Mustard Seed	
Sunflower Seed	

Resolution to all general queries and system setting is given in the bidder's guide. In case of any other issue please contact:

NAFED Warehouse Location	MSTC Serving Office	Contact person Name	Email	Contact Number
T				

This is for your information please.

NAFED /(Name of Branch)

**(Terms and Conditions for Sale of Pulses/Oilseeds PSS Kharif – 2017 in (Name of State) through MSTC Ltd.**

**TERMS & CONDITIONS**

**1. INVITATION FOR BIDS**

National Agricultural Cooperative Marketing Federation of India Limited (NAFED) invites bids from interested Buyers of Pulses/Oilseeds PSS, through Online Bidding/e-Auction conducted through platforms of MSTC Limited, [www.mstcecommerce.com](http://www.mstcecommerce.com), as per the terms and conditions prescribed hereunder. By participating in the e-auction process, the Buyer hereby agree, accept and confirm to have read and understood all the terms and conditions contained herein and agree to abide by the same.

**2. ITEMS, QUALITY AND QUANTITY**

- The goods are offered on “As is where is basis” at the locations as mentioned in Annexure-1.
- **Interested Buyers may visit the respective warehouses for inspection of the goods prior to the bidding process, with intimation to NAFED officials.**
- Bids received for less than the specified minimum quantity or actual quantity whichever is less for a particular lot and location shall not be considered.
- NAFED may or may not provide the start price or reserve price for each lot put on the auction floor.
- Upon confirmation of sale by NAFED, a system generated email will be sent to all successful bidders.

**3. PRICE:**

Price is to be quoted in delivered weight and quality basis on “**As is where is**” basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Price quotation will be in Rs/Quintal. The price quotation would be on “**Net Weight Basis**”. GST will be applicable on Buyers over and above the price quoted. Other taxes, Levies, cess, etc. if any, will be charged extra from the buyer as applicable as per actual.

**4. VALIDITY:**

The Bids of all Bidders at the final close of the e-auction session must remain valid for a period of 01 working day after completion of the auction session. NAFED will provide its consent on the e-auction results on next working day after which, a system generated email will be sent to all successful bidders on the registered email addresses as per MSTC records.

**5. PRE-REQUISITES FOR BIDDING:**

Bidder referred to in this notice is any real individual or legal entity who wishes to buy (Name of Commodity). Only the registered bidders of the MSTC Ltd. can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. For registration to participate in e-auctions, bidders should go to [www.mstcecommerce.com](http://www.mstcecommerce.com). Bidders registered with MSTC Ltd would be eligible to participate in the purchase of (Name of Commodity) through MSTC Ltd. Parties or brokers may participate in the e-auction after registration with MSTC Ltd as per contract note, however payment of disposed quantity should be received from the account of successful bidders and also delivery order shall be issued in the name of successful bidders. Bidders may contact the NAFED office, **(Name of Branch) and (Telephone no of Branch & BM)** and for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

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

B

NAFED Warehouse Location	MSTC Serving Office	Contact person Name	Email	Contact Number
d				
d				
e				

## 6. SAMPLING AND INSPECTION OF GOODS

The Pulses/Oilseeds PSS stocks are stored in multiple warehouses across **(Name of State)** as mentioned in Annexure – I. In case the buyers / bidders are keen to verify the quality before participating in bid, they may contact warehouse manager with prior appointment, For Inspection of stock, bidder may contact Branch Manager, NAFED **(Name of NAFED Branch)** and **(Telephone No of Branch & BM)**.

## 7. EMD DEPOSIT:

**“Bidders will have to deposit an amount equal to 5 % of bid value as EMD (Earnest Margin Deposit) and MSTC transaction charges @ 0.10 % (GST Extra if applicable) in MSTC prior to bidding through payment gateway. Only those bidders will be participated in the e-auction who deposits 5% EMD amount and MSTC transaction charges @ 0.10 % (GST Extra if applicable) in MSTC prior to bidding.**

**Once the auction initiated, no request for EMD deposit / confirmation will be entertained. MSTC shall transfer the 5% EMD amount of successful bidders to NAFED account after sale confirmation by NAFED and 5% EMD amount will be adjusted in balance 90% payment to be made by the successful bidder. MSTC deducts the transaction charge of 0.10% (GST Extra) while transferring the 5% EMD amount of Successful bidder(s) to NAFED account.**

**The Successful bidder(s) shall deposit 10% security deposit (SD) within two bank working days from the date of sale confirmation by means of NEFT/RTGS/ONLINE MODE to respective National Agricultural Cooperative Marketing Federation of India Ltd. (NAFED) Bank Accounts. Time is the essence of the contract and the stipulated time for taking delivery must be complied with.**

Commodity wise NAFED account number, IFSC code is given as under:

Commodity	Name of account Holder	Bank Name & branch	Account No.	IFSC code

## 8. SECURITY DEPOSIT

### I. For online bidding/e-auction

- Successful bidder(s) can deposit Security Deposit (SD) in NAFED bank account through RTGS/NEFT/ONLINE MODE.
- The Successful bidder(s) shall deposit 10% Security Deposit (SD) within two bank working days from the date of sale confirmation (excluding the date of sale confirmation), with NAFED. as per details mentioned in Sr. No.7 (a) above. In case, non receipt of 10% security deposit within stipulated time, the allotment shall be cancelled and 5 % Earnest Money would be forfeited”.**
- Security Deposit of the successful bidder(s) shall stand forfeited if they fail to provide the balance amount of 90% of the contract value along with the GST charges to NAFED **within 07 Bank working days** from the date of sale confirmation **(Excluding the date of sale confirmation).**
- Balance amount as per the finalized rate to be received by NAFED within 7 (seven) bank work days from the date of sale confirmation (excluding the date of sale confirmation). The delivery of stocks will be made after receipt of balance payment by electronic remittance system and providing system generated Delivery order, within 7 (seven) Bank working days from the date of sale confirmation **(excluding the date of sale confirmation)** in response to the tender/e Auction.
- However, in case the payment is not made within 7 bank working days as mentioned above, due to certain unavoidable circumstances beyond control, then further extension of

7 days shall be granted on specific request to NAFED in writing from the Buyer and interest at the rate of 12% shall be payable from the date of extension. In extraordinary cases, further extension for third week may be granted but interest shall be charged @ 14% and 18% for the last extension of 9 days.

- f. No extension shall be granted beyond maximum period of 30 days from the date of Sale Confirmation and the bargain shall be treated as cancelled and the security deposit of 10% and transaction charge shall stand forfeited without notice. In case of delayed payment, a buyer may approach MSTC for calculation of amount of Interest Payment. MSTC will intimate the interest amount to the buyer after confirmation from NAFED.
- g. In case, where delivery falls short of the quantity paid for, on account of less stock available with NAFED, the costs to that extent will be refunded to buyers by NAFED without interest.
- h. At the time of actual delivery of last stock to successful buyer, there may be a variation in bargained quantity on account of storage gain/loss. The quantity of (name of commodity) accrued on account of storage gain (upto 5% of the bargained quantity) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes within 02 working days from the next working day of communication of storage gain by NAFED. In case of shortages, NAFED is not bound to replenish the deficient quantity, in which event NAFED shall refund the balance amount to the buyer without interest.

## 9. ONLINE BIDDING/e-AUCTION SESSION DETAILS

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

Date and Time of e-Auction: The auction timings would be commodity-wise starting from 10.00 AM daily.

1. 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.
2. **Bidders have to bid for a minimum or available quantity at a particular warehouse/location whichever is less and thereafter in multiples of defined lot size upto a maximum quantity per warehouse / location.**

Commodity	Minimum bid qty (MT) per bidder per warehouse	Lot Size (MT)	Maximum bid qty (MT) per bidder per warehouse
Chana			
Tur			
Moong			
Urad			
Masoor			
Groundnut			
Mustard Seed			
Sunflower Seed			

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 MSTC's online system made available by MSTC 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), shall be treated as the H-1 bid discovered for the e-Auction.
8. H-1 matching round will be conducted for 30 mins immediately after the H1 price discovery in the auction session.
  - 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 bid 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 MSTC. 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, system will allocate the quantity quoted by the initial H1 bidders.
  - b) After the H1-matching stage, if the total demand raised at the H1 price is less than equal to the total remaining quantity(Calculated by Subtracting the Quantity allocated to the H1 bidder from the total quantity put for e-auction), then all the bidders shall be allotted the quantity they have bid for.
  - c) In case the total demand raised through H1 matching round is greater than the remaining quantity, precedence for allotment will be accorded to the buyer who has made the second highest bid (H2) during the 1<sup>st</sup> Auction and so on till the point the entire quantity put for auction is exhausted.
  - d) All the quantity unsold will be transferred to the next auction to be held on the next working day.
11. Once the approval of the H1 price is communicated by NAFED, system generated bid sheet will be shared to NAFED by MSTC. 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 MSTC 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 the existing highest bid, second bid onwards every bid has to be at a price same or higher than the current highest price which is displayed in auction floor screen. If higher bid is received, lower price bids are knocked off.
17. No cancellation of Bids shall be allowed during an auction session.
18. The final results of the e-Auction are binding on all bidders and any requests for 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 MSTC 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.

#### **10. INTIMATION TO THE SUCCESSFUL BIDDER**

The bids of the highest bidder(s) of online bidding/e-auction session may be declared as the successful bidder(s) by the NAFED. NAFED will mark the acceptance of the bids in the MSTC portal. Upon marking acceptance, an email for intimation will be sent directly by the system to the successful bidder(s) to registered e-mail id (as per MSTC records only). A copy of this email will also be sent by the system to NAFED.

#### **11. INTERNET CONNECTIVITY**

NAFED and MSTC shall not be responsible for any failure of power, Network Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access MSTC Portals. **In case the scheduled e-auctions are not completed/concluded as intended on account of any reasons whatsoever including any technical reasons, the e-auctions will be rescheduled as per NAFED discretion.**

#### **12. DOCUMENTS CONSITITUTING CONTRACT**

The invitation of bids, the terms and conditions of the e-Auction, bid of the successful bidder, Letter/Email Confirmation/Acceptance issued by the Seller to the Successful bidder (hereinafter called the buyer) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

#### **13. TRANSACTION CHARGES**

**MSTC will charge transaction charge of 0.10% (GST Extra) on the traded sale value from the successful bidders. MSTC deducts the transaction charge of 0.10% (GST Extra) while transferring the 5% EMD amount of Successful bidder(s) to NAFED account.**

#### **14. PAYMENT AND LIFTING OF THE STOCK**

- a. The Buyer(s) needs to compulsorily make full payment within 07 Bank working days from date of the sale confirmation (excluding the date of sale confirmation). If Buyer fails to bring in the full contract value amount within the stipulated time period of 07 Bank working days, the Security deposit (SD) of 10% will be forfeited & trade will stand cancelled.
- b. Balance amount as per the finalized rate to be received within 07 (seven) bank working days from the date of sale confirmation (**excluding the date of sale confirmation**). The delivery of stocks will be made after receipt of balance payment by electronic remittance system and providing the system generated delivery order. Payment should be made within 07 (seven) bank working days from the date of sale confirmation (**excluding the date of sale confirmation**) in response to the tender/ e-Auction, failing which the bargain shall be cancelled and the security deposit shall also be forfeited. However, in case the payment is not made within 07 Bank working days due to certain unavoidable circumstances beyond control, then further extension of 7 days shall be granted, on specific request in writing from the buyer, as per the clause 7(d). No extension shall be granted beyond maximum period of 30 days and the bargain shall be treated as cancelled and the security deposit of 10% shall stands forfeited without notice.

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

<b>Quantity</b>	<b>Free Lifting Period</b>
Upto 250 MTs	10 Working Days
251 To 500 MTs	12 Working Days
501 To 1000 MTs	15 Working Days
1001 To 2000 MTs	20 Working Days
2001 To 3000 MTs	25 Working Days
Above 3000 MTs	30 Working Days
<b>(Working days means Warehouse working days)</b>	

- c. Where the Buyer makes full payment of the settled bargain within 07 bank working days but does not lift the stocks within the said period (free period), in that case godown rent charged by NAFED wherever applicable for storage of stocks based on quantity confirmed for the extended period up to 30 days **after taking the free lifting period i.e. from the next day of completion of free lifting period to 30 days (as fixed by NAFED). Thereafter, if the Buyer does not lift the stocks, penal godown rent (double the normal rent) will be charged for next month.**
- d. In case the Buyer fails to lift the confirmed quantity within the free period, as above after payment of interest and godown rent as mentioned above, the stocks shall continue to be stored by NAFED on behalf of the party at the cost, risk and responsibility of the party only and NAFED shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to diriage, theft, fire or any natural calamity, etc. or any other consequences thereupon. **Further, penal godown rent (double the normal godown rent) will be charged after the expiry of the permitted period of one month from the next date of free period till the party finally lifts the stocks. In any case, the total lifting period cannot exceed two months from the date of sale confirmation.**
- e. Payment has to be made in NAFED account through RTGS/NEFT/ON LINE MODE.
- f. The lot size for which the delivery order (DO) will be generated is the bid quantity by the bidder.
- g. After making full payment along with transaction charges for the quantity to be lifted by the buyer MSTC will issue a system generated delivery order to the bidder. This DO needs to be presented to NAFED, which upon verification the final DO for lifting will be provided by NAFED.
- h. Delivery of the stocks would be made in presence of NAFED representative from SWC/CWC godown within the normal working hours of CWC/SWC on 100 percent weighment basis at weighbridges/weighing scale as stipulated by NAFED and the same shall be considered as final. Any shortage/variation in weight at a later stage/in party's godown shall not be considered. The contracted quantity will be delivered as per DO subject to availability of stock in warehouse.
- i. Any delivery beyond normal permitted working hours can be made if NAFED representative is available in the warehouse subject to the arrangement entered by the purchaser with the warehouse authorities and for which NAFED shall not be responsible for the arrangement/warehouse overtime, etc. No delivery shall be made on holidays declared by the concerned warehouse authorities.
- j. Since sale is on ex-warehouse and "as is where is" basis, all expenses such as labor charges, loading charges, weighment charges, etc. will be on buyer's account.
- k. No complaint of any nature regarding quality, weight, etc. would be entertained after sale confirmation/delivery since the sale is on "as is where is" basis. Parties desirous of inspecting the stocks may do so before participation in tender/ e-Auction.
- l. GST and all other levies/tax as applicable would be extra and on buyer's account.
- m. NAFED's responsibility shall cease once the goods leave the warehouse premises and no claim of quality, quantity and or any other nature, from the Buyer will be entertained thereafter.
- n. The Buyer shall make payment for the purchased stock during the Banking hours.
- o. NAFED shall issue the Performa invoice at the time of lifting of goods before cargo leaves the warehouse.

- p. If the bid quantity made by the buyer of the particular location/warehouse is more than the available quantity, allocation to the buyer will be done as per the available quantity.
- q. NAFED reserves the right to reduce the auction quantity or allocate the sale quantity among different successful buyers.
- r. The penal interest and godown rent will be collected by NAFED.

#### **15. ISSUANCE OF DELIVERY ORDER**

NAFED will issue delivery order in favour of the successful buyer only on receipt of 100% payment of value of sale transaction inclusive of all taxes, charges etc. in NAFED'S bank account from successful bidder. NAFED will not be responsible for delay on part of bank/bank server etc.

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

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

#### **16 PAYMENT TERMS-NAFED:**

**Once the buyer has deposited the obligation and DO is generated after deposit of 100% fund in NAFED account, it is the obligation of NAFED to deliver the auctioned quantity. MSTC will not be responsible for any shortage in deliveries and refund of balance amount thereof. The refund for balance payment arising out of shortage will be done by NAFED to Buyer's account without interest.**

#### **17. 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.

#### **18. LIQUIDATING DAMAGES:**

- a) In case buyer fails to comply with the payment and delivery condition as stipulated in the contract, the payment received by the seller will be forfeited without notice.
- b) Security deposits and balance payment (except EMD amount @ 5 % of the trade value) shall be deposited by buyer in NAFED account as given in Contract Note. 5 % EMD amount of successful bidders shall be deposited by MSTC in NAFED account after confirmation of sale by NAFED.
- c) In case of default bargains, MSTC will be entitled for transaction charges on the actual payment received and forfeited by NAFED.

#### **19. Force Majeure**

**19.1** 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.

- 19.2** 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.
- 19.3** Neither party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- 19.4** 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.
- 19.5** 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.

## **20. General Provisions**

- 20.1 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.
- 20.2 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.
- 20.3 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.

## **21. Applicable Law Jurisdiction and Dispute Resolution:**

- 21.1** 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.
- 21.2** 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.

**21.3** 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.

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**Annexure – I**

**WAREHOUSE WISE QUANTITY OFFERED FOR DISPOSAL**

FEDERAL