HAFED
THE HARYANA STATE COOPERATIVE SUPPLY
AND MARKETING FEDERATION LIMITED
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 e-mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in

**E-auction Notice**

**Disposal of Sunflower Seed (Retail) procured on MSP during RMS-2026**

E-auction for disposal of Sunflower Seed RMS-2026 lying with Hafed will be held at the platforms of NeML, Star Agribazaar technology Ltd. (Agribazaar), E-Tech and mjunction on 23.10.2026. The auction timings would be from 12:00 Noon i.e. the bidding time from 12:00 Noon to 12:45 PM and extension time of 15 minutes i.e. 5 minute each from 12:45 PM to 01:00 PM. The matching round will be conducted for 60 minutes after the H-1 price discovery in the auction session from 03:00 PM to 04:00 PM. The godown-wise detail is as under:-

| **Name of storage location** | **Qty. put on auction (in MT)** |
|---|---|
| Hafed Complex Nilokheri, Karnal | 587.27 |
| Hafed PEG Godown, Manchuri, Karnal | 784.15 |
| Baljeet Singh Godown Thol, Kurukshetra | 943.85 |
| Hafed Rice Mill Ladwa, Kurukshetra | 294.98 |
| Hafed Complex Ambala | 800.00 |
| Motta Majra, Ambala | 1500.00 |
| **Total** | **4910.25** |

The eligibility criteria and other terms & conditions are available at Hafed website www.hafed.gov.in, https://market.neml.in, www.agribazaar.com, http://www.ekrishimandi.com and https://nafed.mjunction.in.The interested buyers, who fulfill the eligibility criteria, may take part in the e-auction through the platform of NCDEX e Markets Limited (NeML), Star Agribazaar Technology Ltd. (Agribazaar), E-Tech Innovative Service Private Limited and mjunction Services Limited portal. In case of any query regarding participation in the e-auction may contact Sh. ShrikantUpadhyay, NeML (Mobile No.79875-60138), Sh. Jai Bhagwan, Agribazar, Mob. No. 92559-79652, 90828-52671 and Sh. Parag, E-Tech Mob.No. 98874-39337 and Sh. Rajesh Kumar, mjunction Mob.No.94674-21130 for any clarifications regarding membership & terms and conditions of e-Auction.

**MANAGING DIRECTOR**

# Terms and Conditions for Sale of Retail Sunflower Seed of RMS-2026 lying with Hafed through NCDEX e Markets Ltd. (NeML), Star Agribazaar Technology ltd (Agribazaar), E- Tech Innovative Service Private Limited and mjunction Services Limited.

## 1. INVITATION FOR BIDS

Haryana State Cooperative Supply & Marketing Federation Limited (HAFED) invites bids from interested Buyers of Sunflower Seed, through Online Bidding/e-Auction conducted through platform of NCDEX e Markets Limited ('NeML') https://market.neml.in, Star Agribazaar Technology Ltd. (Agribazaar) https://www.agribazaar.com/, E-Tech Innovative Service Private Limited https://www.ekrishimandi.com and mjunction Services Limited https://nafed.mjunction.in/ the online trading system made available by NCDEX e Markets Limited, Star Agribazaar Technology Ltd. (Agribazaar), E- Tech Innovative Service Private Limited and mjunction Services Limited as per the terms and conditions prescribed hereunder.

## 2. ITEMS, QUALITY AND QUANTITY

- The goods are offered on "As is where is basis" at the locations as mentioned in.
- Bids received for less than the specified minimum quantity (100 MT) or actual quantity whichever is less, for a particular lot and location shall not be considered.
- Only HAFED will confirm the sale to the portal.

## 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 i.e. excluding of bag weight.**

GST if applicable 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 03 working days after completion of the auction session. HAFED will provide its consent on the e-auction results within 72 hours (three working days of Hafed). The intimation will be given to the bidders through email or fax.

## 5. PRE-REQUISITES FOR BIDDING

Bidder referred to in this notice is any real individual or legal entity who wishes to buy Sunflower Seed Bidder referred to in this notice is any real individual or legal entity who wishes to buy Sunflower Seed. Only the registered members of the NeML, Star Agribazaar Technology Ltd. (Agribazaar), E- Tech Innovative Service Private Limited and mjunction Services Limited can become bidders after fulfilling all the terms & conditions put in place for the e-Auctions. Interested Members of NeML, Star Agribazaar Technology Ltd. (Agribazaar), E- Tech Innovative Service Private Limited and mjunction Services Limited would be eligible to participate in the purchase of Sunflower Seed through NeML, Star Agribazaar Technology Ltd. (Agribazaar), E- Tech Innovative Service Private Limited and mjunction Services Limited. Parties or brokers may participate in the e-auction after registration with NeML, Star Agribazaar Technology Ltd. (Agribazaar), E- Tech Innovative Service Private Limited and mjunction Services Limited 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 Haryana State Cooperative Supply & Marketing Federation Limited, (HAFED) Corporate Office, Sector-5, Panchkula (Haryana)- 134109, Phone: 0172-2590531 for any clarification regarding quality of products, location of the warehouses, bidding process or any such query. Bidders may also contact Sh. Shrikant Upadhyay, NeML (Mobile No.79875-60138), Sh. Jai Bhagwan, Agribazar, Mob. No. 92559-79652, 90828-52671 and Sh. Parag, E-Tech Mob.No. 98874-39337 and Sh. Rajesh Kumar, mjunction Mob.No.94674-21130.

## 6. SAMPLING AND INSPECTION OF GOODS

In case the buyers / bidders are keen to verify the quality before participating in bid, they may contact concerned District Manager, HAFED.

## 7. EARNEST MONEY DEPOSIT (EMD)

a) “Bidders shall be required to deposit an amount of Rs.300/- per Qtl. as EMD (Earnest Money Deposit) for Sunflower Seed in bank account provide by HAFED/ Escrow account of Portal prior to bidding on which no interest shall be paid by Hafed. However, any bidders without EMD are not participated in the e-auction.

b) The EMD of the unsuccessful bidders shall be refunded after finalization of the e-auction by following due process.

c) The EMD of the successful bidder shall be adjusted in the sale value. The EMD will be transferred to HAFED bank account immediately on the receipt sale confirmation by Portal.

d) EMD/ Security of the successful bidder(s) shall stand forfeited if they fail to provide the deposit amount of the contract value (including GST/ other taxes etc) to HAFED within 5 bank working days **(Point No.14 (a) applicable on prior request)** from the date of sale confirmation (excluding the date of sale confirmation).

e) The earnest money deposit/ security shall also be liable to forfeiture, without giving any notice and without prejudice to any other right or remedies of the HAFED under the contract and law in the following cases:-

i. If the successful bidder fails to abide by the terms of the auction or does not complete the assignment as per the timelines.

ii. In case of any loss caused to HAFED due to acts of omission/ commission by the successful bidder.

**8. <u>COST DEPOSIT.</u>**

a) The Successful bidder(s) shall deposit remaining amount + GST of the stocks as per trade value within 5 bank working days through the portal or direct bank account of Hafed from the date of sale confirmation (excluding the date of sale confirmation).

b) While depositing the remaining amount (i.e. sale value - EMD), of stocks it will be the responsibility of the portals to deduct applicable TDS/TCS U/s 194O of the Income Tax Act and the same shall be deposited by the bidder in the PAN account of Hafed i.e. PAN No. AAAJH0022R before 7th day of immediate next month. A copy of the deposit challan of payment be also shared with HAFED through email on hfdgmproc@hry.nic.in mentioning the bidder ID and date of auction.

c) In case the bidder depositing the direct remaining amount (i.e. sale value - EMD) of stocks directly in Hafed bank account then it will be its sole responsibility of the bidder to deduct applicable TDS/TCS U/s 194Q of the Income Tax Act and the same shall be deposited by the bidder in the PAN account of Hafed i.e. PAN No. AAAJH0022R before 7th day of immediate next month. A copy of the deposit challan of payment be also shared with HAFED through email on hfdgmproc@hry.nic.in mentioning the bidder ID and date of auction.

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

a. Time of e-Auction: The auction timings would be from 12:00 Noon. i.e. the bidding time from 12:00 Noon to 12:45 PM and extension time of 15 minutes i.e. 5 minute each from 12:45 PM to 01:00 PM.

b. Buyers should quote both Price and Quantity intended to purchase before completion of e-auction time.

c. The bidders shall place their bids online on platform of NCDEX e-Markets Limited (NeML‟) https://market.neml.in, Star Agribazaar Technology Ltd. (Agribazaar) www.agribazaar.com, E-Tech Innovative Service Private Limited https://www.ekrishimandi.com and mjunction Services Limited https://nafed.mjunction.in/. The online trading system made available by NeML, Agribazaar, E-Tech and m-junction portal as per the terms and conditions of the Tender cum e-Auction.

d. The Bidders are required to quote in Indian Rupees/Quintal for of on offer.

e. The incremental tick size shall be Rs.1.00.

f. The highest valid bid(s), shall be declared as the H-1 bidder(s) by HAFED for the e-Auction. However, HAFED may also reject the H-1 bid(s) on their discretion. HAFED has sole discretion of declaring the H-1 bidder(s) as winner(s) or rejecting the H-1 bid(s).

g. **H-1 matching/ counter offer round may or may not be conducted. In case it is conducted, it will be for 60 minutes from 03:00 PM to 04:00 PM after the location-wise H-1 price discovery in the auction session.**

   I. In H-1 matching/ counter offer, the non - H-1 bidders will be shown the H-1 price discovered, remaining quantity and the quantity they are eligible for (the final quantity they had quoted in the auction session).

   II. The Bidders will have the option to click on AGREE button to change the earlier quoted price to the H-1 Price discovered in the auction for the quantity they have bided in the auction session.

   III. Bidders, who fall within 5% of the counter offered H1 rate, will only be eligible for participation in the matching round.

The allocation would be on price, quantity, time (PQT) priority basis.

h. HAFED on its discretion can approve any bid received whether matching/ counter offer exercised by bidder or not.

i. 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 base screen. If higher bid is received, lower price bids are knocked off.

j. No cancellation of Bids shall be allowed during an auction session.

k. The final results of the e-Auction are binding on all bidders and any requests or cancellation received after the conclusion of an auction session and confirmation, the EMD of the bidders will be forfeited and debarred from Participation in further tenders/ e-Auction of any commodity floated by HAFED.

l. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding on the bidder to whom such username and the password has been allotted by HAFED, 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.

m. 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, HAFED 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 HAFED 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 Seller(s). The confirmation to the successful bidder(s) will be sent by NeML, Agribazaar, E- Tech and mjunction portal with a copy to HAFED, through e-mail, to registered e-mail id (as per NeML, Agribazaar, E- Tech and mjunction portal records).

## 11. INTERNET CONNECTIVITY

The Seller and exchange 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 NCDEX e Markets Limited (NeML‟) https://market.neml.in, Star Agribazaar Technology Ltd. (Agribazaar) www.agribazaar.com, E-Tech Innovative Service Private Limited https://www.ekrishimandi.com and mjunction Services Limited https://nafed.mjunction.in/.

## 12. TRANSACTION CHARGES

The NeML, Agribazaar, E- Tech and mjunction will charge transaction charge of 0.18% (Tax Extra, if applicable) of the actual sale value from the buyer.

The Successful bidder(s) shall deposit NeML, Agribazaar, E- Tech and mjunction transaction charge of 0.18% (GST Extra if applicable) along-with 100% payment + GST of the trade value within 5 bank working days from the date of sale confirmation **(excluding the date of sale confirmation)**.

## 13. ISSUANCE OF DELIVERY ORDER

HAFED 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 HAFED'S bank account. Detail of bank account are as under:-

| | |
|---|---|
| Account Name | The Haryana State Cooperative Supply and Marketing Federation |
| Name of Bank | State Bank of India |
| Account Number | 38523175668 |
| IFSC Code | SBIN0063773 |

## 14. PAYMENT AND LIFTING OF THE STOCK:

a) The delivery of stocks will be made after receipt of full payment by electronic remittance system and providing system generated Delivery order, within 5 bank working days from the date of sale confirmation in response to the tender/e-auction (excluding the date of sale confirmation). However, in case the payment is not made within 5 bank working days as mentioned above, due to certain unavoidable circumstances beyond control, then further extension of 7 days may be granted on specific request to HAFED in writing from the Buyer and interest @ 12% shall be payable from the date of extension. In extraordinary cases, further extension for third week may be considered to be granted but interest shall be charged @ 14% and @ 18% for the last extension of 9 days.

b) 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 amount of EMD/ Security shall stand forfeited without notice. Interest amount calculated by HAFED should be entered in other charges area of Process stage in CS Tracker, then only DO (delivery order) will be generated.

c) In cases where quantity of stocks falls short for delivery against the quantity paid for, on account of less stocks available with HAFED, the costs to that extent will be refunded to buyers by HAFED.

d) The schedule of free lifting period from the date of issue of delivery order (D.O.) will be as under:-

| **Quantity** | **Free Lifting Period** |
|---|---|
| Upto 250 MTs | 7 Working Days |
| 251 To 500 MTs | 15 Working Days |
| 501 To 1000 MTs | 18 Working Days |
| 1001 To 2000 MTs | 25 Working Days |
| 2001 and above | 30 Working Days |

**(Working days means HAFED working days)**

- In a situation where the Buyer makes full payment of the settled bargain within 5 bank working days but does not lift the stocks within the said period (free period), in that case godown rent charged by HAFED wherever applicable for storage of stocks based on quantity confirmed for the extended period up to 30 days (as fixed by HAFED). Thereafter, if the Buyer does not lift the stocks, penal godown rent (double the normal rent) will be charged for next month.

- 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 HAFED on behalf of the party at the cost, risk and responsibility of the party only and HAFED shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to driage, 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 date of free period till the party finally lifts the stocks.
- The successful bidders shall deposit the bid value + GST if applicable, storage charges, interest etc in the respective bank account of Hafed as the case may be.
- The amount deposited by the Buyer would determine the quantity which can be lifted by the Buyer. However the minimum lot size for which the delivery order (DO) will be generated is 100 MT or the available stock whichever is less.
- After making full payment for the quantity to be lifted the Buyer needs to fill in the details for preparing Delivery Order through the CS TRACKER module., which upon verification the final DO for lifting will be provided by HAFED.
- Delivery of the stocks would be made in presence of HAFED 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 HAFED 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.
- At the time of actual delivery of last stock to successful buyer, there may be variation in bargained quantity on account of storage/loss. The quantity of Sunflower Seed accrued on account of storage gain (up to 5% of the bargained quantity) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes within 2 working days from the next working day of communication of storage gain by HAFED. In case of shortages, HAFED is not bound to replenish the deficient quantity, in which event HAFED shall refund the balance amount to buyer.
- Any delivery beyond normal permitted working hours can be made if HAFED representative is available in the warehouse subject to the arrangement entered by the purchaser with the warehouse authorities and for which HAFED shall not be responsible

for the arrangement/warehouse overtime, etc. No delivery shall be made on holidays declared by the concerned warehouse authorities.

- Since sale is on ex-warehouse and "as is where is" basis, all expenses such as labour charges, loading charges, weighment charges, etc. will be on buyer's account.
- 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**.**
- GST and all other levies/tax as applicable would be extra and on buyer's account.
- The Seller'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.
- The Buyer shall make payment for the purchased stock during the Banking hours**.**
- The Seller shall issue the Performa invoice at the time of lifting of goods before cargo leaves the warehouse.
- If the bid 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.
- HAFED reserves the right to reduce the auction quantity or allocate the sale quantity among different successful buyers.
- The penal interest and godown rent will be collected by HAFED.
- The successful bidder would be bound to lift the additional quantity upto 10 MT after depositing the requisite amount as per the bid, over and above the offered quantity by the bidder in the e-auction, in case there is no balance stock of the same crop year in that godown.

**15. <u>BUYERS NON–PERFORMANCE</u>:**

Following cases will be treated as buyer non-performance

1. Non-payment of fund-pay in obligation amount within stipulated time will result in forfeiture of EMD.
2. In case Buyer has paid the full fund pay-in amount within the prescribed time but fails to lift the material, penal godown rent (double the normal godown rent) will be

charged after the expiry of the extended period of 30 days till the party finally lifts the stocks.

**16. FORCE MAJEURE:**

In case of occurrence of any of the force majeure circumstances, namely act of God, natural calamity, fire, Govt of India Policy/restriction (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature and blockage preventing the seller/buyer or the exchange from wholly or partially carrying out their contractual obligation, the period stipulated for the performance of the contract shall be extended in the event of the circumstances continuing for more than 15 days, either party shall have the right to refuse to fulfill contractual obligation without title to indemnification of any losses, it may thereby sustain. The party unable to carry out its contractual obligation shall immediately advise the other party of the commencement or termination of the circumstances preventing the performance of contract."

**17. LIQUIDATING DAMAGES:**

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.

**18. ARBITRATION:**

This Tender document shall constitute the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at High Court of Chandigarh shall have the jurisdiction in all matters arising out of/touching and/or concerning this Tender Document and parties to this Tender Document agree to irrevocably submit to the exclusive jurisdiction of those courts for purpose 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.

b. All or any disputes arising out or touching upon or in relation to the terms of this tender document including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settle 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 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force r/w relevant provision of Multi State Cooperative Societies Act of 2002, The venue of the arbitration shall be at Chandigarh, India and language of arbitration shall be English.