



**ANDHRA PRADESH COOPERATIVE OILSEEDS  
GROWERS' FEDERATION LTD.,**

**Reg. Office & Head Office:  
Door No.55-17, 2-4, 4<sup>th</sup> Floor, C-Block, Road No.2,  
Industrial Estate, Jawahar Auto Nagar, VIJAYAWADA – 520007.  
Ph.No./ Fax No.0866-2974545, Email [apoilfedbrkr@gmail.com](mailto:apoilfedbrkr@gmail.com)**

# **REQUEST FOR PROPOSAL**

## **Empanelment of buyers to purchase of Groundnut Pod stocks through NCDEX e Markets Ltd e-auction platform**

The A.P. Co-operative Oilseeds Growers' Federation Ltd., is inviting applications from the eligible buyers for enrolment as registered buyer to purchase Groundnut pod Stocks. The procedure for enrolment, registration and terms and conditions for the purchase of Groundnut stocks through online e-Bidding/ e-Auction procedure.

APOILFED intends to follow online e-Bidding/ e-Auction procedure and has entrusted the same to NCDEX e Markets Ltd (formerly NCDEX Spot Exchange Limited) for conducting electronic auctions to sale Groundnut pod stocks to registered buyers.

### **SCOPE OF WORK: -**

The A.P. Co-operative Oilseeds Growers' Federation Ltd., has appointed an agency (NeML) to conduct the Online bidding to sell the Groundnut pod Stocks to the registered buyers of NCDEX e Markets Ltd (NeML).

The approximate quantities and stock details with locations of Groundnut Pod Stocks are mentioned in Annexure 2.

### **REGISTRATION PROCEDURE:**

Interested buyers are requested to register with NCDEX e Markets Ltd (NeML) as per the registration procedure by paying **registration fee of Rs.5000 + GST 18 %= Rs. 5900** into any of the below bank accounts and below listed documents are required to be submitted to complete the registration procedure.

<b>NCDEX e Markets Ltd Bank Account Details</b>				
<b>Bank Name</b>	<b>Bank Account Name</b>	<b>Exchange Dues Account</b>	<b>IFSC Code</b>	<b>Branch Name</b>
<b>HDFC Bank</b>	<b>NCDEX e Markets Ltd</b>	990690013050	HDFC0000060	Fort

**Documents required:**

**(Please refer Annexure 1 and 2 for application)**

- 1) Certificate of registration under Central GST & PAN as applicable**
- 2) In case of partnership firm or Co-operative or Corporate the applicant should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of Cooperative / corporate body copy of the letter of authority duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.**
- 3) The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhaar Card self-attested copy should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the competent authority.**
- 4) Bank account details of firm/person, type of account held, account number, name of the bank, address, IFSC code, along with a copy of the first page of Pass book with the signature of applicant duly self-attested / cancellation Cheque.**
- 5) One set of documents to be enclosed to application for registration and other set of documents to be enclosed to application for enrolling as participant on NCDEX E Markets Ltd. The format of application is furnished vide Annexure-1 and 2. The applicant has to sign all the pages of RFP document duly stamped and submit along with relevant documents and attach the same to duly filled applications. Applications without valid documents will be rejected and kept pending for registration.**
- 6) The application for registration with relevant Annexure can be downloaded from the website [www.neml.in](http://www.neml.in) or [www.apoilfed.com/](http://www.apoilfed.com/) Requests for forwarding applications through post / couriers will not be entertained.**
- 7) The interested applicants may also visit website [www.neml.in](http://www.neml.in) for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on phone numbers (022) 61201000, +91 9642332994**

- 8) Those who have already registered as Commodity Participants/Members/Groundnut buyers on NCDEX E Markets Ltd and who have renewed their membership for the current financial year need not separately register with NCDEX E Markets limited for this RFP. However they shall submit duly signed RFP document for having accepted the terms and conditions of the RFP to participate in the proposed e-auction.

**EMD (Earnest Margin Deposit):**

The registered buyers need to deposit 5.59% of the bid value as an interest free refundable EMD (margin money) in the dedicated Escrow Account provided by NeML by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate. Any change in mode of deposit or account details will be communicated to individual registered member

- 1) The bidder member should intimate NCDEX E Markets Limited for the transfer of funds and update the details on the CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on 02261201000
- 2) In any case, the EMD remitted either RTGS/NEFT transfers after the e-Auction date will not be accepted and Bidders will not be activated for participating in e-auctions.
- 3) No interest charges shall be payable on the EMD Deposits.
- 4) In case the successful bidder fails to come forward and purchase the material as per the terms mentioned in this e-auction, the Pre-Bid EMD amount of such bidder will be forfeited and the said amount shall be transferred to APSSDC.
- 5) The Pre-Bid EMD amount of un-successful bidders can be withdrawn from the next day of the completion of e-Auction by logging into <https://cst.neml.in>.

**INTERNET CONNECTIVITY:**

- ❖ The NCDEX E Markets & Corporation shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or any technical or system related issues or otherwise or the slowness to access NeML e-auction Platform/Exchange Platform <https://market.nspot.in> In case if e-Auctions cannot be held on scheduled date due to Server problems, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of The A.P.Cooperative Oilseeds Growers' Federation Ltd., & NeML.

### **EMD MANAGEMENT:**

- ❖ To bid in any lot, a bidder should have to deposit an equivalent EMD amount into NeML bank accounts before placing bid in the auction floor.
- ❖ A bidder shall be able to bid in as many lots for the sufficient EMD amount.
- ❖ If a bidder is the highest bidder for any lot after completion of the e-auction of particular lot, proportionate EMD will be deducted automatically from the available EMD amount.
- ❖ A bidder may deposit equivalent EMD for as many lots as he / she wishes to bid.
- ❖ EMD left unutilized after conclusion of an e-auction can be utilized for subsequent e-auctions.
- ❖ Unblocked EMD can be withdrawn by placing request for the withdrawal through the CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 (022) 61201000)

### **SPECIAL TERMS & CONDITIONS:**

- ❖ e-Auction bids are invited for sale of items available at APOILFED on "As is where- is basis" and "no-complaint" basis only. Any quality issues will not be entertained later.
- ❖ The word SELLER wherever appearing means the A.P COOPERATIVE OILSEEDS GROWERS' FEDERATION LIMITED.
- ❖ The word NCDEX e MARKETS LTD wherever appearing means the NCDEX e Markets Ltd, Hyderabad herein after referred to as selling agent of seller.
- ❖ The Word BIDDER wherever appearing means, firm or Company or any person duly registered with NCDEX e Markets Ltd for the purpose which is interested in participating in the e-auction and purchasing the materials put up for sale in this e-auction.
- ❖ The Word PURCHASER/BUYER wherever appearing means, firm or Company or any person duly registered with NCDEX e Markets Ltd. for the purpose, whose rate has been accepted by the SELLER and the sale order has been issued in his/her favour.
- ❖ This E-Auction sale is governed by the:

#### **GENERAL TERMS & CONDITIONS (GTC),**

#### **BUYER SPECIFIC TERMS & CONDITIONS (BSTC) AND**

#### **THE SPECIAL TERMS & CONDITIONS (STC)**

of this e-auction. In case of any conflict or difference among any provisions of GTC, BSTC & STC, the provisions of STC will supersede others in the particular e-auction.

- ❖ The Special Terms & Conditions appearing on the day of e-auction under circular along with any corrigendum uploaded at [www.apoilfed.com](http://www.apoilfed.com) or [www.neml.in](http://www.neml.in) are final and which may be downloaded from the website.

- ❖ E-Auction opening time, closing time, inspection schedule and other dates & times mentioned in the e-auction catalogue may be treated as (IST) Indian Standard Time only.
- ❖ The Buyers/Bidders who are interested to purchase the product under sale through e-auction should get themselves registered with NCDEX e Markets Ltd as buyer for e-auctions before commencement of e-auctions.
- ❖ NCDEX e Markets Limited is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.
- ❖ NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX e Markets Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by the parties.

**E-AUCTION PROCEDURE - INDIAN BUYERS/BIDDERS:**

**LOT-WISE:**

- ❖ Offers shall be given lot wise only. The participant shall offer the bids for the respective units specified i.e. per Quintal only.

**RATE:**

- ❖ The Bidder shall quote/offer online on NCDEX E MARKETS LTD site on UOM (i.e per Quintal) basis exclusive of applicable levies. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful bidder(s) and payable by the successful bidder(s).

**CONTACT PERSONS:**

- ❖ **APOILFED:** *Name: SRI N.Prathap Kumar Reddy, Designation:- Manager (P&I, Mobile No.9849913092. Address: Head Office: A.P.COOPERATIVE OILSEEDS GROWERS' FEDERATION LTD., Door No.55-17, 2-4, 4<sup>th</sup> Floor, C-Block, Road No.2, Industrial Estate, Jawahar Auto Nagar, VIJAYAWADA – 520007. Ph.No./ Fax No.0866-2974545, Email [apoilfedpni@gmail.com](mailto:apoilfedpni@gmail.com)*
- ❖ **NCDEX e Markets Limited, Mumbai:** NCDEX e Markets Limited, Mumbai: Sri Anjaneyulu Naik, NeML; Contact no. 9642332994 Prasad Reddy 9962059599 ; Email Id; askus@neml.inAddress:

NCDEX e Markets Ltd,  
The Membership Department ( 022-66473153/54)  
Ackruti Corporate park,  
101 & 101 T, First Floor, Ackruti Corporate Park,  
LBS Marg, Kanjurmarg (West), Mumbai- 400079

- ❖ The material list/ Lot list STC displayed under circulars on NCDEX e Markets Ltd e-auction website are tentative and subject to change at the sole discretion of APOILFED before the start of e-auction. Bidder(s) should, therefore, download the material list and STC displayed only for their record purpose, if required, and bid accordingly.
- ❖ NCDEX E MARKET Ltd / APOILFED shall have the right to issue addendum to the GTC or BSTC or STC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

**INSPECTION OF LOT/DATE OF E-AUCTION:**

For inspection of materials, the interested Bidders may contact the stock holder as per inspection schedule as mentioned below.

a) Stocks Inspection schedule – 20.02.2021 to 26.02.2021.

b) E-tender / Bidding – 27.02.2021.

- ❖ The interested bidders will be permitted to inspect the lots which are at respective places shown above in the presence of concerned Godown Assistant or as specified contact person.
- ❖ For inspection of materials, the seller/company name, date of commencement of inspection, name of contact official with their contact details are as mentioned above.
- ❖ The buyer has to satisfy himself about the quality, quantity, duration (old or new), conditions of the materials. The principle of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply.
- ❖ The auctioned items are procured under MSP from farmers through CM APP.
- ❖ APOILFED reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.
- ❖ APOILFED reserves right to modify/alter/cancel/omit any of the above mentioned Terms and Conditions pertaining to the e-auctions as and when required.
- ❖ The e-auction accepting authority/APOILFED reserves the right either to reject any or all e-auctions without assigning any reason. In this regard the decision of APOILFED shall be final and binding on the bidder without any recourse. Further, it is understood by both the parties to the e-auction and is specifically accepted by the bidder when the bidder files the e-auction before APOILFED the acceptance or rejection of the e-auction by APOILFED, or methodology adopted by APOILFED, in short listing the buyers for the disposal of material/materials etc., on e-auction platform shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injection, Direction etc., from the Hon'ble court or Courts to stall the proceedings in APOILFED. In the event of any dispute arising out of the e-auctions such dispute would be subject to the jurisdiction of the civil courts of Andhra Pradesh.

### **QUANTITY VARIATION:**

The quantities mentioned against each lot are approximate and actual quantities as available are to be lifted by the successful buyers/bidders, due to natural driage/damage.

### **BIDDING PROCESS:-**

The bid values shall be the basic price of the material exclusive of all applicable levies, Duties, charges etc., in Indian rupees per Quintal.

Each e-auction lot is a separate entity for bidding. Bidders have to bid separately for each e- auction lot. Auto Extension: E-Auction period will normally be of 15 minutes duration as per schedule, subject to extension of three times extension time for 15 minutes (3 extensions of 5 minutes each). Each Extension will come into effect if any bid is received in the Last 03 minutes of the closing of the initial auction session or the extension session. thus giving enough opportunity to others to revise their bids on that e-auction lot. However, e-Auction schedule of other lots will not be affected by the extension of time in any particular lot. If there are no valid bids prior to the closing time as per schedule / extensions, there will not be any subsequent extension of time for that particular lot. During the normal and extended period of e-auction, a bidder can submit incremental bids by minimum of Rupees 10 (Ten) per Quintal for each e-auction lot for as many times he wish within the e-auction duration.

Bid Increment: While during normal and in the extended period of e-auction, bidders can increase bid minimum by **Rs. 10/Quintal**.

APOILFED/NCDEX E MARKETS LTD will not provide any computer terminal for bidders and it is the whole responsibility of the bidders to arrange themselves.

### **E-AUCTION RESULT/STATUS:-**

- ❖ It must be personally seen by the Bidders online in the trade book immediately after closing of e-auction which will be displayed up to 7 (Seven) days from the date of Closing of e-auction (excluding the date of closing of e-auction). The highest bidder will not accrue any right on that lot. The APOILFED will approve the highest rates received at their discretion and intimation mail/letter will be sent.
- ❖ It must be noted by the highest bid shown in the trade book should not be considered as the award of the contract and Bidders must, therefore keep a watch on their incoming e-mail for Intimation Letters from the seller.
- ❖ After closing of e-auction, the final highest bid price received will be submitted to V.C. & M.D. for approval. After approval from the V.C & M.D., the same will be intimated to bidder(s) by issuing Sale Order by APOILFED.
- ❖ Transaction Charge: The successful bidders will be charged 0.50% (half percent) of the traded value and applicable Service Tax by NCDEX E



Markets Ltd as transaction charges for the services rendered and such amount will be deducted from the EMD which will be transferred to the APOILFED post approval of the H-1 Bids.

SECURITY DEPOSIT (SD)/EARNST MONEY DPOSIT:-

**In case of Lots Sold (accepted) on Confirmed basis**, the H1 bidder of respective lots shall have to remit @20% of the Sale Value as SD based on the Sale Order issued by APOILFED, after adjusting the PRE BID EMD(after deducting the NeML transaction charge at 0.50% plus applicable service tax) in the form of DD/ ONLINE Account drawn in favour of "APOILFED Ltd " payable at VIJAYAWADA on any scheduled bank or by NEFT/RTGS to APOILFED Account No.042431100000803, Union Bank of India, Patamata, Vijayawada Branch, IFSC Code is UBIN0804240.

- ❖ The said payments shall be made in favour of APOILFED through online Account of APOILFED within **03 (Three) working days** from the date of Issue of Sale Order. In case any highest H1 bidders fails to fulfil this condition, the Pre-bid EMD amount paid by him shall be forfeited by Seller and he shall have no right what so ever on the e-auction Lot or Lots for which he was declared the highest bidder.
- ❖ If any excess Pre-bid amount paid by the successful bidder due to rejection of bid/bids by the SELLER is available, the same will be adjusted against 20% of sale value to be paid by the successful bidder.
- ❖ This security deposit in any case shall not carry any interest and the same shall be adjusted towards part of the material value in the final instalment/payment.
- ❖ The buyer(s) should not transfer the offer awarded to him/her/them to others and also no sub-contract is allowed. In case of deviation of any of the e-auction conditions, the offers shall be cancelled besides forfeiting the deposit amount and imposing penalty as decided by the authorities of APOILFED.

PAYMENT TOWARDS MATERIAL VALUE:-

- ❖ Within 20 (Twenty) Calendar days from the date of issuance of sale order by APOILFED.
- ❖ It must be noted by the Buyer(s) that such Sale order will be issued by APOILFED for the purpose of making payment of balance sale value along with taxes and duties and the same should be made within the specified time. If the last date of payment happens to be the Bank/APOILFED Holiday, the payment will be accepted on the next working day without late payment charge.

All the payments to be made by buyer towards material value and such other levy should be made through Online on or before the due date as stipulated in the Sale order above, if the material belongs to concerned Units the payments will be made through Online / RTGS,. To " APOILFED Account No.042431100000803, Union Bank of India, Patamata, Vijayawada Branch, IFSC Code is UBIN0804240.

- ❖ The payments shall be made along with GST/ TCS/ Duty and as applicable if any as per prevailing rates under the respect acts.
- ❖ The successful buyer shall comply with all legal requirements for obtaining relevant licenses, all other necessary clearances like Income Tax, Sales tax, Registration of Firm/Company etc. shall be in force and obtained invariably and copies of the same shall be produced to APOILFED on demand, besides he shall pay all the taxes like Income tax, sales tax and such tax/demand raised under any statute and there shall not be any liability on the part of APOILFED in this regard.
- ❖ APOILFED may accept statutory declaration form / certificate made or given by buyers claiming exemption / concessions of any taxes & duties subject to submission of evidence in support of applicability regarding exemption / concession of such taxes & duties. The buyer will be the sole responsible for any false declaration made or given in respect of claiming exemption/concession of any taxes, duties and any demand raised by any statutory authority. The APOILFED shall reserve right to take legal action against such buyers, and if any monies that are held with APOILFED/NCDEX E MARKETS LTD in respect of sale shall be forfeited to APOILFED's account forthwith without any notice.

**DEFAULT IN PAYMENT OF SALE VALUE:-**

- ❖ After issue of Sale order, the successful buyer should pay the total bid amount within the scheduled period of 20 (TWENTY) Calendar days, without any penalty and up to next 10 days with late payment charges at the rate of 18% per Annum or part thereof for the outstanding amount (i.e amount due). In special case another 10 days with late payment charges at rate of 21% per Annum on the outstanding amount (i.e amount due), at the discretion V.C. & Managing Director can be given. Under any circumstances, further extension of time will not be allowed. After payment of total bid amount within the stipulated time, the stocks will be delivered on priority basis. The late payment charges shall be made in advance to APOILFED ACCOUNT.
- ❖ However, this shall not confer any right to the Bidder to make any late payment of Balance Sale Value or applicable Duties and Taxes and APOILFED reserves the right not to accept the payment of Sale Value with or without additional charges after expiry of due payment time as mentioned above. If the buyer fails to pay the sale value for any lot within above mentioned due date, then the Security Deposit of particular lot will stand forfeited automatically.
- ❖ Besides above, APOILFED reserves the right to forfeit any amount/money lying with APOILFED from the successful buyer, who defaults in making the due payments against the e-auction even though such amount/money may be lying with NCDEX E MARKETS LTD/APOILFED on account of the said buyer against any other contract/transaction.

## **ISSUANCE OF DELIVERY ORDER:**

- ❖ On receipt of Sale Value, APOILFED shall issue Delivery Order to the intended buyer. The period of delivery shall be 20 calendar days counted from the date of issuance of Delivery Order issued by APOILFED. If the last date of delivery happens to be the closed Holiday for APOILFED, the delivery will be allowed on the next day without any ground rent.

## **DELIVERY OF MATERIAL:-**

- ❖ For the purpose of taking delivery from e-auction the APOILFED's Location/Godown, the authorized representative of the Buyer i.e. the authorized Photo ID Card Holder should report to APOILFED along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card.
- ❖ The successful Buyer must take prior permission from APOILFED before placement of vehicle for taking delivery of material.
- ❖ In the event of godown rents along with taxes applicable if any to be payable by the Buyer, the payment shall be made to APOILFED A/c as shown above through Online only and after confirmation of receipt of such payment APOILFED will consider delivery of stocks.
- ❖ If the buyer fails to lift the stock within 20 (TWENTY) days from the date of issue of Delivery Order, godown rent will be collected as per actual being paid by APOILFED for a Maximum of 20 calendar days after expiry of free delivery period 20 days.
- ❖ This concession is available for a period not exceeding 20 days. Under exceptional circumstance V.C. & MD can grant another 15days at his discretion. On expiry of said period buyer cannot have claim over the un-lifted material and entire money paid will stand automatically forfeited including Security Deposit and APOILFED shall be at liberty to sale/dispose/destroy the un-lifted material at its convenience.
- ❖ The BUYER should intimate by FAX/EMAIL one day in advance as to when the vehicle will come for taking out their materials. If the purchaser comes without prior written intimation, APOILFED has got the right to return the vehicle without loading and purchaser cannot claim for any loss towards the same. The entry of vehicles in to premises and loading of materials will be permitted as per APOILFED timings indicated from time to time.
- ❖ Any sale order against e-auction may be short closed as per the discretion of APOILFED at any time without assigning any reason at

short notice.

- ❖ All the statutory requirements as stipulated under any law for the time being in force for upkeep of safety, health etc. for the workers engaged should be strictly observed by the Buyer while on work.
- ❖ The Buyer shall ensure that his work men do not loiter around within the stores area of APOILFED. They shall not touch any other material except those materials shown to them. If any of his workmen is even found violating these restrictions, the buyer shall be responsible for making good the loss to the APOILFED on which APOILFED decision shall be final and binding.
- ❖ APOILFED reserves the right to withdraw in part or full or to close the contract any time during the period of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.
- ❖ Notwithstanding anything contained in the e-auction sale notice or advertisement issued as to description and particulars of material put up for sale, the sale is on No Complaint Basis only. NCDEX E MARKETS LTD/ APOILFED will not give any assurance or guarantee that the materials to be delivered will adhere to notice or advertisement or list. The bidder shall have to satisfy himself on inspection of the lots as to what they contain and make his/her/them offer accordingly. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted.

GENERAL CONDUCT DURING DELIVERY:

- ❖ Buyers shall solely be responsible for movement and proper behaviour of their deputies, agents, servants within APOILFED premises.
- ❖ The contract shall be deemed to be complete as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above whichever is earlier.
- ❖ All statutory requirements including trained manpower/vehicles used for lifting of the material shall be engaged by buyers.
- ❖ APOILFED reserve the right to accept or reject any/all offers even after issuance of Delivery Order. In such case the amount already remitted by the Buyer will be refunded on or before the buyer commences lifting of stocks as stipulated in the delivery order. However the Buyer shall not claim any interest or compensation from APOILFED in this regard.

### **RIGHT OF WITHDRAWAL OF MATERIALS /VEHICLE(S):**

- ❖ The APOILFED or its representative has a right to withdraw any of the lots /quantities from sale either before or after completion of the auction without assigning any reasons to the bidders.

### **BLACK-LISTING:**

- ❖ APOILFED reserve the right to black-list, debar any bidder/buyer due to any false information provided to NCDEX E MARKETS LTD/APOILFED resulting in listing said bidder/buyer being the successful in bidding process, and any act of omission or commission or fraudulent acts indulged or caused to be indulged by such bidder/buyer in the course of bidding process and/or in the execution or performance of any of the contracts which may be awarded to the bidder/buyer pursuant to the e-auction, provided however, that APOILFED and/or NCDEX E MARKETS LTD shall be obliged allow an opportunity of being here to such bidder/buyer before any order of black-listing/debarment could be passed.
- ❖ Any such order of black listing/debarment that may be passed by APOILFED and/or NCDEX E MARKETS LTD shall be without prejudice to other right of actions available to APOILFED and/or NCDEX E MARKETS LTD against the bidder/buyer under the e-auction terms and conditions.

### **FORCE MEASURE:**

- ❖ APOILFED /NCDEX E MARKETS LTD shall not be liable for any failure or delay in performance due to any cause beyond their control including but not limited to Fires, Floods, Strikes, Go-Slow, Lockouts, closure, Pestilence, Industrial unrest, Epidemics, Political upheavals, Government action, Civil commotion, Breakdown of machinery, shortage of labour, Acts of God etc. It will be the sole discretion of APOILFED to extend time of performance after cause of delay will have cease to exit. The provisions aforesaid shall not be limited or abrogated by any other terms of contract whether printed or written.
- ❖ For any such reason or in compliance to any order or direction of any court / authority under any law, and when there was a charge made under said conditions, on the property of buyer retains in the hands of APOILFED/NCDEX E MARKETS LTD, if the performance of sales could not be made by APOILFED/NCDEX E MARKETS LTD, there shall not be any claim against APOILFED/NCDEX E MARKETS LTD.

### **ARBITRATION:-**

- ❖ In the event of any dispute arising between the parties hereto under this Agreement, all parties agree that such disputes/ differences shall be resolved first through joint discussion and in case if the dispute is not resolved then the matter shall be referred and settled by the arbitration. This will be applicable as per the relevant Clauses stipulated in the Buyer Specific Terms and Conditions already accepted by the Bidders at the

time of Online Registration by him on the NCDEX E MARKETS LTD e-Auction Website.

#### **VALIDITY OF BIDS:-**

- ❖ All the bids will be valid for 30 days from the date of closing of e-Auction, excluding the date of closing. In case the 30th day falls on a holiday or remains closed for NCDEX E MARKETS LTD, such Bids will be deemed to be automatically extended to be valid up to the next working day of NCDEX E MARKETS LTD.

#### **PERIOD OF CONTRACT:**

- ❖ Up to the validity period of the Delivery Order issued by NCDEX E MARKETS LTD/APOILFED or up to the extended period of validity of the Delivery Order in case the Delivery period is extended by APOILFED.

#### **CAUTION IN SUBMISSION OF BID:-**

- ❖ The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by NCDEX E MARKETS LTD/APOILFED in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of Zero's/ No. of Digits/Unit of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live e-auction floor by clicking the Submit Button.
- ❖ In case of any bid being submitted will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid in order to avoid any human error and to confirm the bid value.
- ❖ There is no provision for putting Bids in decimals. During Live e-auction, only brief Lot/Item details will be shown under 'Lot Name' on the e-auction Floor where Bidders are required to bid.
- ❖ The complete 'Item Details' can be seen by the Bidders in the description field under Lot Name and it shall be the responsibility of the Bidders to see the 'Item Details' before bidding and no representation / complaint in this regard will be entertained by NCDEX E MARKETS LTD / Seller from the Bidders.

#### **SALE OF UNSOLD LOT:-**

- ❖ NCDEX E MARKETS LTD/APOILFED at its sole discretion may take recourse to any of the following options for sale of the unsold Lot:
  - a) The Unsold Lot may be put up for re-Auction at the sole discretion of NCDEX E MARKETS LTD/APOILFED.
  - b) NCDEX E MARKETS LTD may take any other action in consultation with APOILFED.

## Annexure-1

### APPLICATION FOR ENROLMENT AS BUYER OF Groundnut Pods

*(NOTE: Annexure-1 should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form has to be signed by the authorized signatory. Enclose duly signed RFP document (on all pages), relevant copy of documents along with the duly application in two sets)*

1.Name of the Applicant	
2.Office Address  a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Residential Address g) Residential Telephone No.	
3.Category of Business  a) Trader b) Processor c) Manufacturer using Oil Seeds as raw material d) Others (Please specify)	
3.Factory Address (as applicable)  a) Tel..... b) Fax.....	
4. Permanent Income Tax A/c No.  (PAN No.. . .)	
5. a) TIN No. (VAT No.) & date.  b) CST Reg No.& date.	
6.a) If Partnership firm  Name & Address of all Partners  b) If Registered under Companies  Act, Name of the Chairman and  Managing Director with full	

<p>address</p> <p>c) Name &amp; Address of Proprietor</p> <p>If Proprietor concern</p>	
<p>7. D.D. No. &amp; Date or RTGS remittance details towards application/registration fee</p> <p>a) NCDEX E Markets Limited Rs 5000+ GST (18%)</p>	❖
<p>8. Year of Establishment of the firm</p>	
<p>9. Annual Turnover</p>	
<p>10. Name of the Authorised signatory (a copy of the authorization to be enclosed wherever necessary)</p>	

**I hereby agree to abide by terms & conditions stipulated for empanelment as Buyer of Groundnut Pods . The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.**

**Date:**

**Name & Signature of the Applicant**

**Place:**

**Address & Seal**



**ANNEXURE - 2**

**APPLICATION FORM FOR COMMODITY PARTICIPANTS OF NCDEX e-Markets Limited**  
**(NeML)**

1. Name of Applicant:

2. Constitution:

Individual

Sole Proprietorship

Partnership Firm

Corporate - Pvt. Ltd.

Corporate - Public Ltd – Listed

Corporate - Public Ltd – Unlisted

Co-Operative Society

Govt or Governmental Organisation

Others – Please Specify

3. Date of Birth / Incorporation / Registration / Proposed:

If Corporate/Partnership:      Yes / No

4. PAN No.: \_\_\_\_\_      Yes / No

TIN No.: \_\_\_\_\_      Yes / No

5. Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/  
Partner (As per Form CP-2)

Name:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

6 (A). Name of Stock / Commodity exchange/s on which applicant is a Member.

(As per Form CP-1)

Exchange Name1

Exchange Name2

Exchange Name3

None (if none, please tick in checkbox)

6 (B). Name of Stock/Commodity Exchange/s on which Any Director / Dominant Promoter / Partner is a Member. (As per Form CP-1)

Exchange Name1

Exchange Name2

Exchange Name3

None (if none, please tick in checkbox)

7. Authorized Signatory/ies Details

Name:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

8. Address of Registered Office:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

9. Address for Communication:

Address:

City	
PIN	

Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

10. Name & Address of the Bankers with facilities enjoyed, if any

A) Bank Name and Address:

B) Account No.:

C) IFS CODE:

NOTE: Please provide a certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s.

11. Annual Turnover for Last 2 Years (In Lakh Rupees):

12. (A) Name & Address of APMC in which the member is registered:

(B) Registration No. & Date/ License No., Date & Type:

13. Names of Commodities in which Trading is done:

14. Whether any Godowns are owned by any Party:

Details of Godowns (No. of Godowns, Capacity, Location & Commodities Stored):

Declaration:

- I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/

have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.

- I/ we hereby state that the above-mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for Commodity Participant/ Auction membership or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership.

Affix Passport  
size photograph  
of the Signatory

Affix Passport  
size photograph  
of the Signatory

Signed:

Name:

Designation:

Date:

Place:

Signed:

Name:

Designation:

Date:

Place:

## ANNEXURE – 3