



# **REQUEST FOR PROPOSAL**

## **Empanelment of Buyers of Tamarind**

### **Tender for sale of Tamarind of JHAMFCOFED through e-Auction Platform**

#### **Tender for Sale of Tamarind procured by JHAMFCOFED Under MSP Scheme**

##### **1. Introduction**

Whereas the Jharkhand State Minor Forest Produce Co-operative Development and Marketing Federation Limited hereinafter called the "JHAMFCOFED" has been appointed for the collection, purchase and trade of Tamarind in whole of the state as per orders of the State Government here in after called Government.

The Government has directed the JHAMFCOFED to get the Tamarind collected through Primary Co-operative Societies here in after called the Society. The collected Tamarind are bagged and stored in the Cold Storage in Ranchi.

Now therefore, the JHAMFCOFED invites online bids from Persons/Registered firms/Legal companies for the purchase of the said Tamarind through the platform of NCDEX e Markets Limited (herein referred to as 'NeML') who has been entrusted to provide the electronic platform for the sale of tamarind. The E-Auction Notice (including Schedules) may be downloaded from JHAMFCOFED's website **[www.jhamfcofed.com](http://www.jhamfcofed.com)** and from online e-Auctions service provider's portal **[www.ncdexspot.com](http://www.ncdexspot.com)**.

##### **2. DEFINITIONS**

- 2.1 The term 'JHAMFCOFED' wherever occurs shall mean The Jharkhand State Minor Forest Produce Co-operative Development and Marketing JHAMFCOFED Limited (JHAMFCOFED) and will include its authorized officers acting on its behalf.
- 2.2 The term 'contract' shall mean and include the invitation to tender, incorporating also the instruction to tenderers. The tender, its annexures and

the schedules, acceptance of tender and such general and special conditions and any amendments to certain Clauses of tender as may be added to it.

- 2.3 The term 'NeML' wherever occurs shall mean NCDEX eMarkets Limited.
- 2.4 The term 'bidder/buyer/participant/applicant' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
- 2.5 The term 'seller' shall mean and JHAMFCOFED who were involved in procurement of Tamarind under MSP Procurement Programme and to the extent of stocks held by them which is put for sale by this tender
- 2.6 The term 'e-Auction' or 'electronic auction' means submission of the bids Online by the buyer(s)/bidder(s) for the commodity offered for sale (Tamarind) via the internet, over a prescribed time period.
- 2.7 The term 'English Forward Auction', 'Forward auction' means an ascending price auction where several buyers compete to offer the price the seller will accept. The seller specifies the opening bid and bid increment and optionally a reserve price. Each bidder submits a successively higher bid. At the end of the auction, bidders with the highest bids win.
- 2.8 'EMD (margin money)' means Earnest money Deposit which is a deposit paid to demonstrate commitment and to bind a contract, with the remainder due at a particular time.
- 2.9 Security Deposit (SD) shall mean deposit paid to demonstrate that the Buyer has accepted the award of contract and his willingness to take delivery of stocks in accordance with terms and conditions specified.
- 2.10 Tick Size means minimum increment allowed either for improving the quantity or price bid
- 2.11 Free Delivery Time means that for such a period no storage charges will be levied.
- 2.12 The term Warehouse wherever occurs shall mean place of storage including cold storage as the stock of tamarind are stored at cold storage.

### **3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.**

(Please refer Annexure 1 for application)

- 3.1 Self-attested copy of Trader License issued by competent authority/APMC or certification of incorporation, if any
- 3.2 Self-attested copy of Annual report (Balance sheet and Profit & Loss account) for past one years, Self-attested copy of Income Tax returns for past one years with a self-attested copy of PAN card. In case of newly established firm or the existing firms which have recently started to deal in business of Tamarind, a provisional Balance sheet and Profit and Loss account for the previous quarter/half year with a limited review duly certified by the Auditor/Chartered Accountant need to be submitted
- 3.3 Certificate of registration under VAT, State / Central Sale Tax Act, Service Tax Act as applicable
- 3.4 An affidavit regarding -
  - a. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
  - b. Not having been black listed by any organization or Government for non-performance of contractual obligation.
- 3.5 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 partnership firms the share holding pattern should be duly certified by the Chartered Accountant. 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.
- 3.6 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhar 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.
- 3.7 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 attested by Bank Manager.
- 3.8 One 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. The applicant has to sign all the pages of tender 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.

- 3.9 A DD in favour NCDEX e Markets Ltd, payable at Mumbai for Rs.3000/- and Service Tax (14.5%) towards registration fee to enroll on NCDEX E-Markets Ltd for participation in e-auction shall be enclosed along with the application separately.
- 3.10 The application for registration with relevant Annexures can be downloaded from the website [www.ncdexspot.com](http://www.ncdexspot.com) . Requests for forwarding applications through post / couriers will not be entertained.
- 3.11 The interested applicants may also visit website [www.ncdexspot.com](http://www.ncdexspot.com) for any relevant information regarding enrolment as participant on NeML Interested participants can also contact the Customer Service Group on phone numbers (022) 66473153/54
- 3.12 Those who have already registered as Commodity Participants/Members on NeML and who have renewed their membership for the current financial year need not separately register with NeML However they shall submit duly signed tender document for having accepted the terms and conditions of the tender to participate in the proposed e-auction.

#### **4. EVALUATION OF APPLICATION FOR REGISTRATION.**

- 4.1 The completed applications along with relevant documents and fee/Registration charges shall be submitted on or before at the following Addresses:

**NCDEXE-Market Limited**

**1<sup>st</sup> Floor Akruti Corporate Park**

**L.B.S Road, Kanjur Marg (West)**

**Mumbai- 400078 Ph.No- 022/66473153/54**

- 4.2 In order to facilitate empanelment of buyers and to encourage their participation, the applications received after will also be accepted for empanelment. However the registration for empanelment for the year 2015-16 shall be kept open throughout the year till further notice or till stocks last. The applications received after 3/3/ 2016 will also be scrutinized on periodic basis and the eligible Participants will be allowed to participate in subsequent e-auctions conducted if any. JHAMFCOFED has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website [www.jhamfcofed.com](http://www.jhamfcofed.com)

- 4.3 The applicants who fulfill the eligibility criteria will be enrolled as registered buyers of Tamarind and will be issued with registration number/user ID and password by NeML. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always and never disclose the password to anyone to protect the secrecy in their own interest.
- 4.4 All registered buyers are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled.
- 4.5 The electronic auction platform will scrutinize the financial bids and bid winners will be declared based on the highest offer in respect of specified lots offered for sale subject to terms and conditions detailed in this document.
- 4.6 JHAMFCOFED reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability

## **5. SCHEDULING OF E-AUCTIONS.**

- 5.1 The schedule of e-Auction, type of e-Auction and details of warehouse wise auction, date and timings will be published on the website [www.jhamfcofed.com](http://www.jhamfcofed.com)
- 5.2 All registered buyers are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.

## **6. QUALITY OFFERED FOR SALE**

The quality of Tamarind offered for sale is on “**as is where is basis**”. The interested buyers, if they desire, may visit the warehouses for inspection of Tamarind stocks with prior intimation to JHAMFCOFED before participating in e-Auction. The details of contact persons are available in Annexure 3 for intimating regarding visit to warehouse for quality inspection of stock. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction. No complaints regarding quality of the stocks shall be entertained in case of buyer’s failure to inspect the stocks before entering the bids for Tamarind.

## **7. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NeML PLATFORM.**

- 7.1 The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed

by the exchange and JHAMFCOFED They will be allotted with member ID and password by NeML.

- 7.2 The registered buyers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 7.3 The NeML in consultation with JHAMFCOFED, will schedule the auctions for each lot or warehouse wise and such details viz., e-auction calendar will be published on the website of [www.jhamfcofed.com](http://www.jhamfcofed.com). The registered buyers are requested to go through the auction calendar carefully before participating in e-Auction.
- 7.4 The registered buyers shall not be intimated individually regarding the e-auctions. However the registered buyers may contact JHAMFCOFED, Head office located at Ranchi for obtaining details of schedule of e-auctions.
- 7.5 Alternatively the registered buyers may contact the Customer Service Group on phone numbers (022)66473153/54 of NeML for information on schedule of e-Auction. The registered buyers shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website [www.jhamfcofed.com](http://www.jhamfcofed.com) in their own interest, rather than depending on other mode of information sources.
- 7.6 The registered buyers need to deposit 10% (Ten per cent) of the bid value of goods as interest free refundable EMD (margin money) with the NeML account to participate in the e-auctions as given in clause 7.12.17 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.

#### **NeML Bank Account Details for registration**

<b>Bank Name</b>	<b>Settlement Account</b>	<b>IFSC Code</b>	<b>Branch Name</b>
HDFC Bank	00990690013050	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176820	UTIB0000004	Fort, Mumbai
State Bank of India	30760958792	SBIN0011777	Fort, Mumbai

- 7.7 The bidder member should intimate NeML for the transfer of funds and update the details on the CTracker Module-<https://cst.nspot.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)

- 7.8 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Common EMD Account of NeML. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.
- 7.9 Only the EMD (Margin Money) of the winning bidders, who get a partial or full allocation, would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CTracker Module latest by one day from the day of close of e-Auction.
- 7.10 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- 7.11 The bidders shall place their bids online on NeML Platform <https://market.nspot.in>, the online trading system made available by NeML as per the terms and conditions of the e-Auction.
- 7.12 Lot or warehouse wise Tamarind stock will be offered for Sale, as per the details specified in the Circular uploaded on website [www.jhamfcofed.com](http://www.jhamfcofed.com) . The lots are rounded off to next higher MT and will be offered for Sale strictly on “as is where is basis”. The evaluation and finalization of bids received shall be made on the basis of following criteria:
- 7.12.1 The e-Auction type for this category will be English Forward Auction facilitated by Auction Engine. In this case the lots will be offered for bidding warehouse wise. The auction calendar for this category of e-Auction will be published in the website [www.jhamfcofed.com](http://www.jhamfcofed.com) . Buyer is entitled to bid for both quantity and price subject to following criteria
- 7.12.2 Bidder shall bid only for price while submitting the bid for a specified lot. A bidder while submitting the bid online has the option to increase bid price. This way he can modify his bid till the end of auction schedule. Auction platform will not allow the bidder to modify the bid once submitted to decrease the price bid. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails. Any bid by the Bidder which is not a better bid as compared to valid bid recorded on the system will also be rejected.
- 7.12.3 Bidder shall ensure proper network connectivity for bidding.



- 7.12.4 The highest price gets allocated bid quantity. If two or more bidders have the same price, bidder who put in his bid first gets priority.
- 7.12.5 There will be a limit on quantity that a bidder is entitled to bid based on net EMD amount available after adjustments/deductions if any at the time of bidding. This will be determined as per Clause 6.6 and 6.9 above.
- 7.12.6 The minimum Price Bid increment or tick size would be Te Rupees Per Quintal
- 7.12.7 Minimum bid quantity per auction would be 49 MTs
- 7.12.8 The stock of Tamarind is purchased by JHAMFCOFED under MSP and the Price is already paid to grower.
- 7.12.9 The price quoted shall be per 100 Kgs (Quintal), Ex-warehouse basis for each lot and are Exclusive of cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other expenses incurred for taking delivery at respective warehouses. Such costs are to be borne by the successful bidder.
- 7.12.10 It is the liability of the buyer to pay any taxes including CST/VAT if any payable. Buyer has to insure the goods at his own cost. Buyer shall pay cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge and any other incidental expenses incurred for taking delivery at respective warehouses.
- 7.12.11 The Bids of all Bidders who have participated in the e-Auction must remain valid for a maximum period of thirty working days from the date of auction.
- 7.12.12 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal) for each auction. JHAMFCOFED may specify, if desired a floor price/reserve price for Tamarind is decided @ Rs 2600/QTL below which no bids may be accepted by NeML Platform. The minimum tick size shall be Rs.10/- (Rupee Ten only).
- 7.12.13 During an auction session, a bidder may modify his bid as per Clause 6.12.2 above. No cancellation of Bids shall be allowed during an auction session.
- 7.12.14 The final results of the e-Auction as declared by JHAMFCOFED, are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of sale or non-remittance of SD within

the time schedule as per Clause 6.12.17 by the successful bidder shall result in the forfeiture of the EMD (Margin money).

7.12.15 Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, 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 username and password. The Bidder is therefore advised to check the username 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.

7.12.16 The Bid of the highest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by JHAMFCOFED, subject necessary scrutiny within the validity period of bid. JHAMFCOFED, shall evaluate the bids after conclusion of e-auction and has the right to reject any bid/bids including the highest bid if found not competitive. JHAMFCOFED will upload the Circular on the status of e-Auction on its Official web site [www.jhamfcofed.com](http://www.jhamfcofed.com) at appropriate time and no individual communication will be sent to Bidders regarding the results of e-Auction. Bidders shall check the status of their bids by accessing the platform using their User ID and Password.

7.12.17 The Bidder whose bid has been accepted as per the Circular uploaded on the web site shall arrange to transfer an amount equivalent to 5% (Five per cent) of the value of the order as interest free refundable security deposit (SD), within One working day from the date of Circular on the status of e-Auction, by way of electronic fund transfer to the NeML Account detailed below. Non-payment of Security Deposit within the given time would amount to violation of terms and conditions of Tender. In such an event the EMD amount of successful Bidder will be forfeited.

#### **NeML Bank Account Details**

<b>Bank Name</b>	<b>Settlement Account</b>	<b>IFSC Code</b>	<b>Branch Name</b>
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176811	UTIB0000004	Fort, Mumbai
Bank of India	008620110000781	BKID0000086	Fort, Mumbai
Punjab National Bank	0082002100071810	PUNB0008200	Bandra, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai
Central Bank of India	3244662932	CBIN0284082	Capital Market Branch

Kotak Mahindra Bank	0111410712	KKBK0000958	Nariman Point, Mumbai
Canara Bank	2426246025044	CNRB0002426	NSE BR. FORT MUMBAI

- 7.12.18 JHAMFCOFED and the NeML 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 NeML Platform <https://market.nspot.in>. In case of any technical problems at NeML Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly only with consent of JHAMFCOFED. The details of rescheduled auctions will be uploaded on the web site of NeML [www.ncdexspot.com](http://www.ncdexspot.com) and [www.jhamfcofed.com](http://www.jhamfcofed.com). NeML shall not be responsible or liable for any loss or damage that may be suffered on account of such re-scheduling.
- 7.12.19 The Request for proposal for empanelment of Buyers, the terms and conditions of Tender for sale of Tamarind, Amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email Confirmation/Fax/Circular issued by the JHAMFCOFED, shall constitute valid and binding terms and conditions of Contract between the Seller and the Buyer.
- 7.12.20 In case of successful bid of the buyer the margin money i.e. EMD & SD will be refunded after taking full delivery of stocks by the successful buyer in accordance with the terms and conditions of tender and completion of the clearing and settlement process by NeML.
- 7.12.21 In case of unsuccessful bid of the buyer the margin money i.e. EMD will be refunded the next working day by NeML. The unsuccessful Bidder would submit the request on CTracker module for refund of EMD. If buyer wishes to retain the EMD as margin money the same would be allowed by the NeML, for participation in the subsequent e-auctions.
- 7.12.22 The successful bidders will be charged transaction charges of 0.5% of the traded value and applicable service tax (at the rate of 14.5% on transaction charges) by NeML.
- 7.12.23 NeML will be providing e-Auction platform for the purpose of price 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 NeML for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 8 below.

## **8. Delivery Process:**

- 8.1 The short listed buyer who qualifies in e-auction will be issued with Delivery order by NeML subject to the following conditions and process detailed hereunder:
- 8.1.1 The Buyer shall make the full payment for the awarded quantity within 10(TEN) working days from the date of Circular issued by JHAMFCOFED on the status of e-Auction. The amount payable would comprise value of the Tamarind lot awarded based on the accepted bid, and proportionate Transaction charges at the rate of 0.5 per cent on the value and applicable ST at the rate of 14.5 per cent on Transaction Charges
- 8.1.2 The buyer has the option to split the quantity of awarded Lot and at best can generate maximum of five Delivery Orders subject to condition that the complete payment is remitted through electronic fund transfer as per Clause 7.1.1 above to the following account.

<b>NeML Bank Account Details</b>			
<b>Bank Name</b>	<b>Settlement Account</b>	<b>IFSC Code</b>	<b>Branch Name</b>
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176811	UTIB0000004	Fort, Mumbai
Bank of India	008620110000781	BKID0000086	Fort, Mumbai
Punjab National Bank	0082002100071810	PUNB0008200	Bandra, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai
Central Bank of India	3244662932	CBIN0284082	Capital Market Branch
Kotak Mahindra Bank	0111410712	KKBK0000958	Nariman Point, Mumbai
Canara Bank	2426246025044	CNRB0002426	NSE BR. FORT MUMBAI

- 8.1.3 The payment remittance details (amount remitted, Bank, IFSC code, RTGS reference number etc.) shall be entered in CTracker Module <https://cst.nspot.in> in the prescribed manner in respect of each Delivery Order for the quantities intended for taking delivery. Buyer can access the CTracker Module by entering his user ID and Password. Contact Customer Service Group on 022-66473153/ 54 for help.
- 8.1.4 The Buyer shall compulsorily enter details of authorized person (Name, Identity card number, Mobile number etc.) who would be taking delivery on behalf of the Buyer in CTracker Module. Once this process is completed on CTracker, NeML will verify the details and confirm the receipt of payment.
- 8.1.5 Delivery of stocks to such authorized person as per the details entered by the Buyer on CTracker shall be at Buyers sole responsibility and risk. No claim shall lie against the concerned authority/warehouse official on any account whatsoever.

- 8.1.6 The Seller will nominate nodal official to sign the Delivery Order. They are entitled to verify the details and affix their signature in respect of those stocks held under their custody. After completion of this process the Buyer can verify the status of Delivery Order request in CStracker and if approved can generate and take the printout of Delivery Order one for his record and other copy for submission to Warehouse official.
- 8.1.7 The buyer has to get the printout of Delivery Order vetted by concerned nodal officer and then only arrange to depute authorized person for taking delivery.
- 8.1.8 The Buyer shall liaise with concerned warehouse Manager for allocating dates for taking delivery in accordance with delivery schedule specified in Delivery Order. This activity is critical for taking delivery of the consignment in desired manner and would avoid any undue delays for lack of communication. The contact details of concerned Warehouse Manager/Official are detailed in Annexure 2.
- 8.1.9 Each Delivery Order is distinct, signed and shall have unique serial number. The Warehouse Manager may refuse to give delivery of consignment if Buyer or his Authorised representative fails to produce valid Delivery Order duly vetted by concerned Nodal Officer and necessary identity details of authorized person as mentioned in Delivery Order at the time of taking delivery.
- 8.1.10 The Release Order will be issued by the Warehouse Manager only after valid Delivery Order is generated by NeML Platform. JHAMFCOFED would confirm delivery of Tamarind to NeML after which payment would be transferred in JHAMFCOFED Account in next Working day of receiving of delivery confirmation letter from JHAMFCOFED. The awarded quantity has to be lifted within thirty working days from the date of issue of Circular on the status of e-Auction or the EMD and SD will be forfeited.
- 8.1.11 Lifting of stock of Tamarind from the warehouse within 30 working days from the date of issue of Circular on the status of e-Auction is compulsory
- 8.1.12 Deliveries will not be given for such of those Buyers who have exceeded delivery period of 30 working days. The EMD and SD will be forfeited in such instances. Requests for further extensions of delivery date will only be considered if concerned warehouse agencies or the Seller cannot fulfill the requirement of delivery of stocks for reasons beyond the control like natural calamities, non-availability of sufficient labour either due to strike or for any other events specified under Force Majeure Clause. Buyer shall promptly intimate about such instances to Seller i.e. JHAMFCOFED, by e-Mail/Fax within 48 hours failing which such requests for extension of delivery due to above reasons will not be admitted. The Seller will examine

genuineness of such requests and take decision to admit or reject extension of time for taking delivery beyond the stipulated period as detailed in Clause 7.1.10.

- 8.1.13 Any balance amount remaining with the Seller towards sales proceeds excluding EMD and SD will be refunded without interest after reconciliation of the account.
- 8.1.14 Failure to take allotted delivery or partial delivery within the stipulated time will attract forfeiture of EMD and SD
- 8.2 Violation of any of the Clause/Clauses of the Tender shall be deemed as violation of Terms and Conditions of Tender. This would result in forfeiture of EMD and SD. Further Buyer may be barred from participating in subsequent e-Auctions. Such suspension will initiated without assigning any reason whatsoever.
- 8.3 Failure to remit Security deposit (SD) within one working days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited.
- 8.4 The buyer, through his authorized representative, while taking delivery shall submit Delivery order issued by JHAMFCOFED (in whose custody the stocks are held) to the warehouse authorities duly furnishing photo identity of the representative.
- 8.5 The warehouse authorities will arrange to deliver the quantities mentioned in the delivery order in front of authorized representatives of respective organization and the Buyer. Seller will not guarantee exact quantities to be delivered as specified in Delivery Order. Deliveries will be effected on last in first out basis(LIFO) or the sequence as per convenient handling of stock stored in warehouse without giving room for repeated unstaking/staking of stocks. Requests by the Buyer or his authorized representative for taking delivery of particular stock will not be entertained and such requests will be summarily rejected by warehouse Manager.
- 8.6 The tare weight of the empty vehicle will be recorded on the electronic weigh bridge and after loading the gross weight will be recorded on the same electronic weigh bridge and the net weight is recorded in the presence of authorized representatives of warehouse authorities, Official of respective organisation and the Buyer. The buyer may note that the warehouse authorities would notify such weighbridges nearest to the warehouse for the purpose of weighing. Weighing in other weighbridges will not be allowed as per the choice of the buyer. Any exception to this stipulation has to be approved by Managing Director of respective organization.

- 8.7 While giving delivery of stocks, the buyer/representative of buyer will be issued with Release Order duly signed/stamped by the warehouse Manager. The Buyer shall liaise with Warehouse Officials and concerned APMC authorities for obtaining transport permit.
- 8.8 It will be the responsibility of the buyer to obtain import/stock evacuation/export permits, interstate sale/movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the District/state/country. Such permits shall have to be produced or made available at the time of taking delivery from the depots.
- 8.9 The EMD and SD will be refunded to buyer after completion of taking full delivery of stocks of Tamarind and submission of copy of following documents:
- 8.9.1 Copy of Delivery Order
- 8.9.2 Copy of Release Order issued by Warehouse Manager
- 8.9.3 Copy of transport permit
- 8.9.4 Statement of transaction details on the letterhead of Buyer Organization
- 8.9.5 No objection/no due certificate issued by Nodal Officer/Warehouse Manager of concerned organization
- 8.9.6 Any other document to support the claims, if any

**9. Resolution of Disputes:**

- 9.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Managing Director, JHAMFCOFED.
- 9.2 In case of any disputes still not resolved and which are relating to delivery of Tamarind including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to Registrar Co-operative Societies, Jharkhand, Ranchi for arbitration. The language of arbitration shall be English and arbitration shall be held in Ranchi and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with Arbitration and Conciliation Act, 1996.
- 9.3 NeML is acting only as a service provider for the e-auction of Tamarind and shall not be a party to the contract between the Seller and the Buyer

subsequent to the e-auctions. By entering into the auctions, the seller and buyer acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence of the trade or non-adherence of any of these terms and conditions.

- 9.4 NeML will be providing trading platform for the purpose of electronic trading and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the contract. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this terms and conditions and further any disputes between buyer and seller shall have to be resolved by them as per Clause 8.1 and 8.2 mentioned above. NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller. Both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses (including but not limited to legal expenses) that NeML may incur/suffer as a result of any dispute between buyer and seller.
- 9.5 Court situated in Ranchi to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

## **10. CORRUPT PRACTICES:**

Any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the JHAMFCOFED then such Buyers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Buyer or on his behalf at any stage of tender process or while taking delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted for a minimum period of 3 years.

## **11. INDEMNITY:**

The Buyer shall defend, indemnify and hold Seller harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Buyer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

## **12. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Jharkhand State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from



wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than one month, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances

**We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 11 of the above Tender document.**

Signature of Applicant : \_\_\_\_\_

Place :

Name : \_\_\_\_\_

Date : Seal :

**ANNEXURE – 1**

<b><u>NCDEX SPOT REGISTRATION FORM FOR TAMARIND E-AUCTION PARTICIPATION</u></b>	
<b>Name of Applicant:</b>	
<b>Constitution:</b>  <b>Individual/Proprietorship</b>  <b>Partnership</b>  <b>Corporate</b>	
<b>Date of Birth / Incorporation / Registration / Proposed</b>	
<b>If Corporate/Partnership Yes/No</b>  <b>4. PAN No. / TIN No. Yes / No</b>	
<b>Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/ Partner (As per Form CP-2)</b>	
<b>Name</b>	
<b>Address</b>	
<b>City</b>	
<b>Pin</b>	
<b>Tel. No.</b>	
<b>Mob. No.</b>	
<b>Fax. No.</b>	

**Email ID**

**Contact Person Name**


**Designation**

---

**6 . Name of Stock / Commodity exchange/s on which applicant is a Member.**

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 ID

Contact Person

Name

Designation

Address of Registered Office /Communication address Address

City

Pin

Tel. No.

**Mob. No.**

--	--

**Fax. No.**

--	--

**Email ID**

--	--

**Contact Person Name**

--	--

**Contact Person No. & Mob**

--	--

**Designation**

--	--

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**9. Name & Address of the Bankers with facilities enjoyed if any**

**Bank Name & Address**

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**Account No.**

**Account Type**

**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}**

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

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

**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 registration of Rice e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership of NeML.

Affix Passport  
size photograph  
of the Signatory

Affix Passport  
size photograph  
of the Signatory

Signature, Name and seal

Signature, Name and seal

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**ANNEXURE-2**

**List Of Important Officials**

<b>S No.</b>	<b>Name</b>	<b>Designation</b>	<b>Contact No.</b>
1	Sri Surendra Singh	Managing Director	9431171930
2			
3			
4			
5			
6			
7			
8			
9			

**ANNEXURE-3**

**DETAILS OF STOCK S-DISTRICT WISE**

<b>S No.</b>	<b>District</b>	<b>Stock Available for Auction(MT)</b>		<b>Total(MT)</b>
		<b>Tamarind</b>		
1	Mahadev Cold Storage, Ratu Chatti Ratu, Ranchi	Tamarind	48.990	48.990
2				
3				
4				
5				