

NCDEX e MARKETS LIMITED

Circular no:	NEML/TRADING/SEPTEMBER/2022/
Date:	7 TH September, 2022
Subject:	e-Auction Notice For Supply of Preprinted PP Bags with Liner for HBL Sugar Units (Lauriya and Sugauli)

Participants are hereby requested to take note of the special terms and conditions for the Supply of Preprinted PP Bag with Liner of 50 Kg Nett capacity for packing for sugar at HBL units.

SI No	HBL Plant Name & Address	Quantity (Nos.)
1	HPCL Biofuels Limited, Integrated Sugar, Ethanol & Co-gen Plant, Near Sugauli Railway Station, Sugauli, Dist. East Champaran, Bihar - 845 456	4,80,000
2	HPCL Biofuels Limited, Integrated Sugar, Ethanol & Co-gen Plant Lauriya-Bagaha Highway, Lauriya, Dist. West Champaran, Bihar - 845 453	6,00,000

All NeML participants are requested to read the documents carefully and participate accordingly. The contract and the transactions therein will be subject to any changes being made by HBL and/or NeML in consultation with HBL and shall be governed by the General as well as Special terms & conditions, circulars, directives & notices which NeML/ HBL issues from time to time. All market participants are requested to take note of the same.

For and on Behalf of NCDEX e Markets Limited

Krishna Yerramilli

Asst. Vice President - Product

For Further Information / Clarifications, Please Contact: Customer Service Group on Phone: 022 – 6647 3154/3153



SPECIAL TERMS & CONDITIONS OF CONTRACT

E-Auction for Supply of PP bag with Liner on "F.O.R." basis to HBL plants at Sugauli, East Champaran & Lauriya, West Champaran

HPCL Biofuels Limited (hereafter called HBL) whose registered office is situated at 1st Floor, Shree Sadan, Near Indian Overseas Bank, Pataliputra Colony Golambar, Opposite Ruban Hospital, Patna-800013. A wholly subsidiary of Hindustan Petroleum Corporation Limited, Govt. of India Enterprise (hereafter called HPCL) invites this auction for supply of Preprinted PP Bag with Liner, 50 Kq Nett Capacity For Sugar Packing For Sugar Unit On Door Delivery Basis at Its Integrated Sugar Plant At Sugauli & Lauriya as per auction documents (herein after referred to as "Preprinted PP Bag" or "PP Bags"). Participants shall be technically and financially competent to carry out the supplies.

For the sake of clarity the terms "Supplier", "Supplier" & "Seller" are being used interchangeably in this document. Also, the word "HBL", "Company" & "Buyer" are being used interchangeably herein.

SCOPE OF THE SUPPLIER:

The scope of the supplier is for the supply of PP Bag prefitted with liner on door delivery basis at HBL plants (Sugauli & Lauriya). Loading and unloading of the bags at the Plant Stores etc. shall be under HBL's scope.

Below mentioned is the address of HPCL Biofuels Limited:

<u>Address for HBL, Sugauli</u>	<u>Address for HBL, Lauriya</u>
HPCL Biofuels Limited, Integrated Sugar, Ethanol & Co-gen Plant at Village Sugauli, Nr. Sugauli Railway Station, Dist. East Champaran, Bihar – 845456	HPCL Biofuels Limited, Integrated Sugar, Ethanol & Co-gen Plant at Village Lauriya, Lauriya Bagaha Highway, Dist. West Champaran, Bihar - 845453

Purchase Order shall be placed among two participants in the ratio of 60:40 for Each Location. L1 will be given 60% quantity of the tender and L2 will be given 40% of the quantity, subject to L2 matching the L1 rate.

Note: Supplier shall quote such rates which are inclusive of supply & transportation at door delivery basis to HBL Lauriya & Sugauli plant.

Delivery Period:

Delivery of PP bags shall be done on call up basis in writing/e-mail from respective plants and shall be strictly as per quantity mentioned in the call up letter. Call up letter shall be issued by HBL Plant Officer In-charge of the delivery location from time to time. Delivery period against each call up shall be **within 15 days** from the date of receipt of the call up letter failing which delayed delivery clause shall be applicable and may also lead to termination of the contract.

No verbal call up shall be entertained. In the event it is found that materials are delivered without written call up letter then HBL shall reject such materials and entire responsibility and cost implication shall be on the supplier's account and HBL will not be liable for any payments in this regard.

1. The delivery of the entire quantity as per auction shall be completed within 6 months after receiving respective PO/LOI whichever is earlier, unless extended by HBL. However HBL shall complete the purchase of the entire quantity mentioned in the auction document and reserves the right to extend the date and shall not foreclose unless the entire quantity is completed.
2. Supplier will be advised to deliver the items on Fax/e-mail or telephone, Advice provided on telephone will be confirmed by e-mail/fax within 24 hours.
3. Supplier shall send the materials/items in a manner that it reaches HBL Plant gate in 1st half of the working day so that the vehicles can be released immediately.

HBL shall endeavor to allow unloading of vehicles reporting up to 14:00 hrs in second half, however vehicles reporting after 14:00 hrs shall be unloaded on next working day only. No demurrage on account of late release of vehicle shall be paid by HBL.

Vehicle once allowed inside the unit premises shall be allowed to leave unit premises during working hours only. Beyond working hours departure shall be permitted only under special cases after obtaining necessary approvals, as laid down in the plant.

4. It will be the entire responsibility of the supplier(s) to transport the materials in safe condition. The materials shall be transported safely in order to ensure that there is no damage while in-transit.
5. All the applicable taxes, transit insurance, transportation charges, will be the responsibility of Supplier. (Including Panchayat, Municipal Tax etc. applicable in Bihar related to the above work)



6. Road Permit/Way Bill Clause: E-way bill shall be issued through national portal of GST E-Way bill website address. Kindly visit the below address for issuing E-way bill <https://ewaybill2.nic.in/ewbnat3/>
7. Supplier shall immediately send replacement load of items in another lorry/consignment in case of any accidents or breakdown of vehicle and likely hood of items not reaching units on desired date/time.
8. HBL shall have right to get the material tested from any reputed Laboratory and check the quality of material at the cost of the supplier. In case it is found the materials are not meeting the specification mentioned in the purchase order HBL will have the right to reject the material and no payment for the lot shall be made this also result in termination of the contract.
9. Agency shall submit test report of supplied material along with the invoice or LR.
10. Evaluation shall be done on overall basis based on the lowest quoted amount and least financial impact to HBL.
11. Delayed delivery:
Timely delivery is the essence of this contract. In the event of delayed delivery beyond the above stipulated 15 day's from the date of receipt of call-up letter penalty shall be levied @ 0.5% on the undelivered lot value for delay per week subject to maximum @5% of the total call up order value.
12. Procurement at Risk and Cost:
In case of delay in delivery beyond 15 day's from the date of delivery period of call up letter, HBL shall have unilateral right to procure the required materials from any other supplier from open market at supplier's risk and cost. Differential cost if any shall be recovered from pending bills, retention money, and security deposits available with HBL. The risk and cost clause shall be applicable in addition to delayed delivery clause No. 11
13. Validity of the auction:
The bids of bidder's shall be valid for a period of 7 working days from the date of e-auction.
14. Purchase Order validity:
The Purchase order when placed shall be valid for 6 months for execution from the date of LOI / Purchase Order, for delivery on lot basis as per HBL's advice.



15. **EMD Requirements:-**

Bidders will have to deposit an amount Rs. 5 Lakh as EMD (EARNEST MONEY DEPOSIT) and Transaction charge **0.50% + GST (@18%)** of total expected value in their respective Escrow accounts issued by NCDEX e Markets Limited to participate in the auction.

Only those bidders will be allowed to participate in the e-Auction, who has deposited the Rs.5 Lakh EMD amount before bidding. Once the auction initiated, NeML will not entertain the request of EMD deposit/confirmation.

EMD deposited by the unsuccessful bidder shall be refunded and EMD of successful bidder(s) (L1 and L2) will be blocked and converted into security deposit.

16. Purchase order shall be awarded to successful bidder(s) (L1 and L2) after completion of necessary auction formalities. Quoted prices shall be **"Free to Destination Basis"** and shall remain fixed and firm until completion of contract.
17. No revision of rates/change of rates considering escalation/de-escalation of raw material rates under any circumstances for manufacturing/transportation/printing etc. will be entertained. A supplier has to quote their rates in the auction taking into consideration the changes to the price of raw materials.
18. Invoicing shall be raised directly in the name of **HPCL Biofuels Limited, Sugauli / Lauriya** i.e. as per the location of delivery. All invoices shall clearly specify the Govt. duties and taxes being charged by the suppliers.

19. **Payment Terms:**

- a. Part payment for part deliveries on load basis shall be made, on the basis material receipt certification by officer in charge of respective locations.
- b. Payments shall be made in **30 days** from the receipt of undisputed & correct bills at HPCL Biofuels Limited, Sugauli/Lauriya.
- c. All payments shall be disbursed by RTGS/NEFT from the account of HPCL Biofuels Ltd, Patna.

20. **Order Quantity:**

HBL shall indent to complete the entire quantity mentioned below and has reserves the right to extend the date and shall not foreclose unless the entire quantity is completed.



SI No	HBL Plant Name & Address	Quantity (Nos.)
1	HPCL Biofuels Limited, Integrated Sugar, Ethanol & Co-gen Plant, Near Sugauli Railway Station, Dist. East Champaran, Bihar	4,80,000
2	HPCL Biofuels Limited, Integrated Sugar, Ethanol & Co-gen Plant Lauriya-Bagaha Highway, Dist. West Champaran, Bihar	6,00,000

21. Details of tax registration number of HPCL Biofuels Limited. **Corporate ID Number (CIN)**
U24290BR2009GOI014927

GST Registration Number **10AACCH2879M1ZG**

22. In line with Notification of BIS letter Reference: CMD-2/16.14968 dated 03.01.2022.

23. In case of any clarifications, kindly contact:

Technical Queries: Shri. V.K.Dikshit; GM –Sugauli , Phone No (8057720853), email: vkdikshit@hpclbiofuels.co.in and Shri Ajay Kumar, GM - Lauriya, Phone No. (8825166384), email id : ajaykumar@hpclbiofuels.co.in.

Purchase Department: Shri Atul Kumar, Mgr. – Purchase, Contact No. 0612-3510051 / 8306641998, email : atulkumar1@hpcl.in.

24. **SPECIFICATION OF PP BAGS:** Preprinted PP Bags with prefitted Liner suitable for packing 50 Kg sugar with following specifications:

HOLDING CAPACITY: 50 KG, HBL LOGO IN GREEN

SIZE – 92 CM X 59 CM, MESH-11X11,

DENIER-1000,

WEIGHT-179 GMS (+6 TO -4) PERCENT, AS PER STANDARD SPECIFICATION IS 14968 – 2015 (AMENDMENT NO. 4 JUNE 2022).

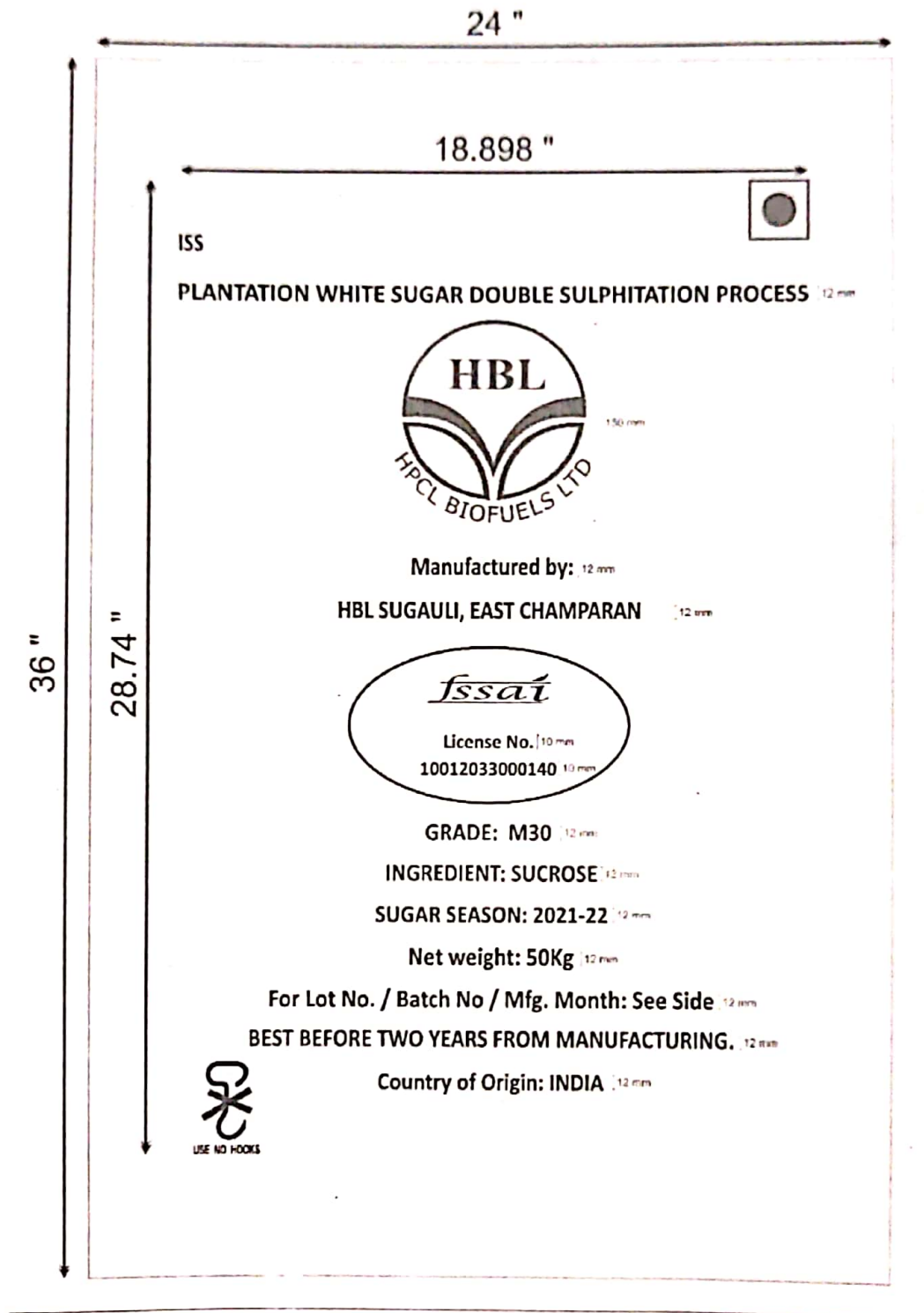
REMARK – M30, M31, S30 & S31 PP BAGS COLOUR– WHITE

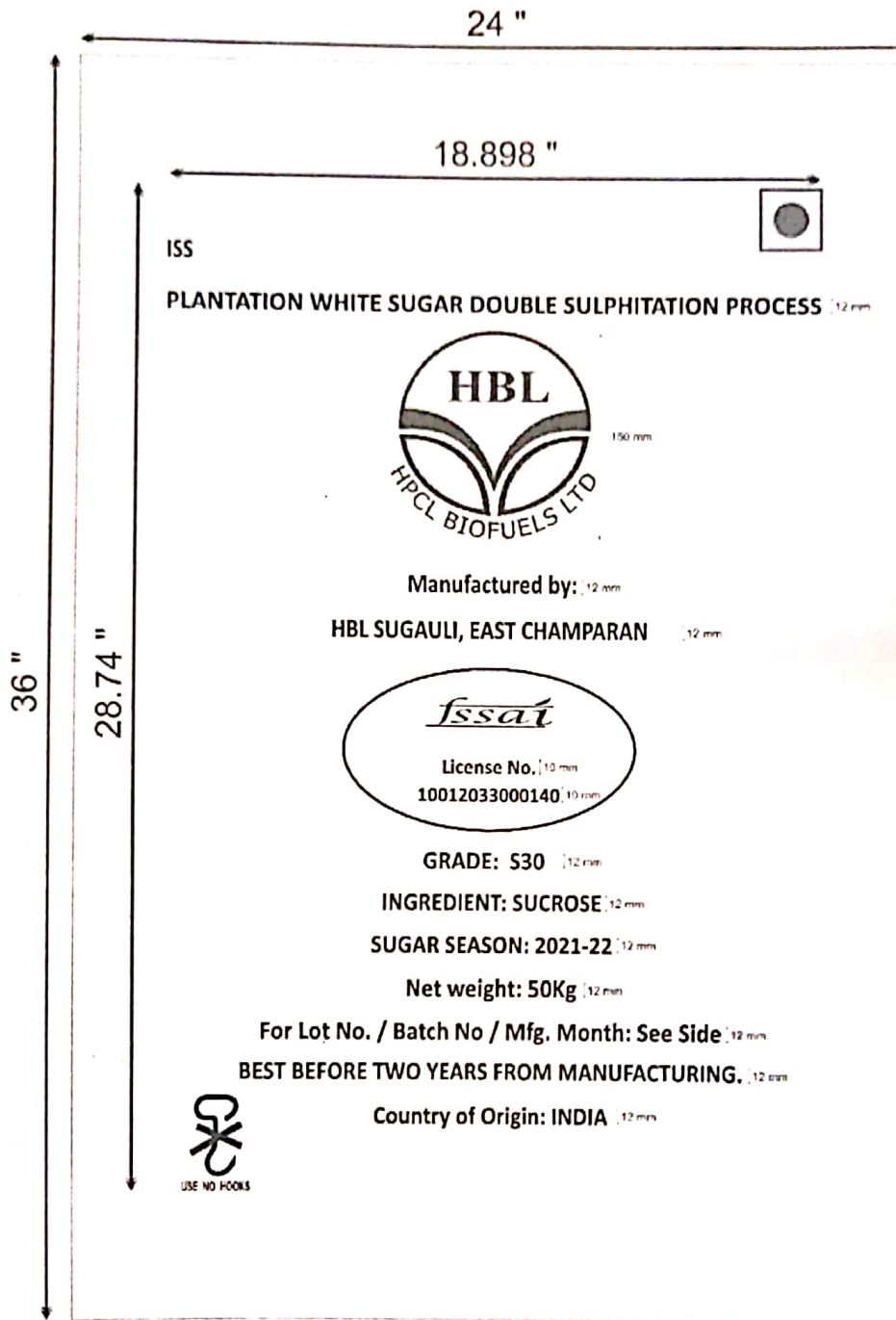
TEXT COLOUR M30 & M31: BLUE and S30 & S31: BLACK

Sugar Production (Grades) for Lauriya: M31 & S31

Sugar Production (Grades) for Sugauli: M30 & S30

PRINTING SPECIFICATIONS AND FORMAT OF PRE-PRINTED PP BAG OF 50 KG CAPACITY FOR SUGAR
PACKING FOR SUGAULI

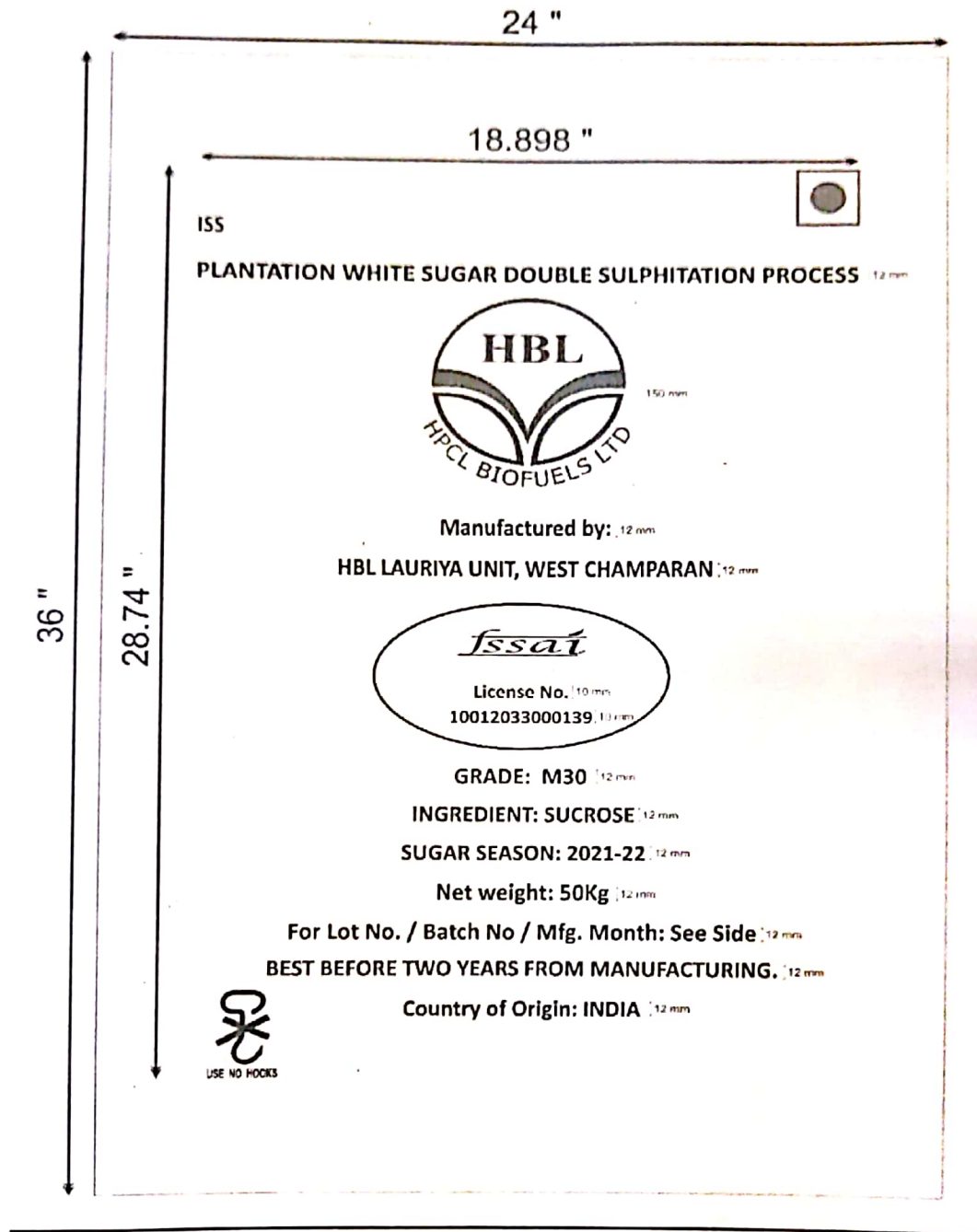


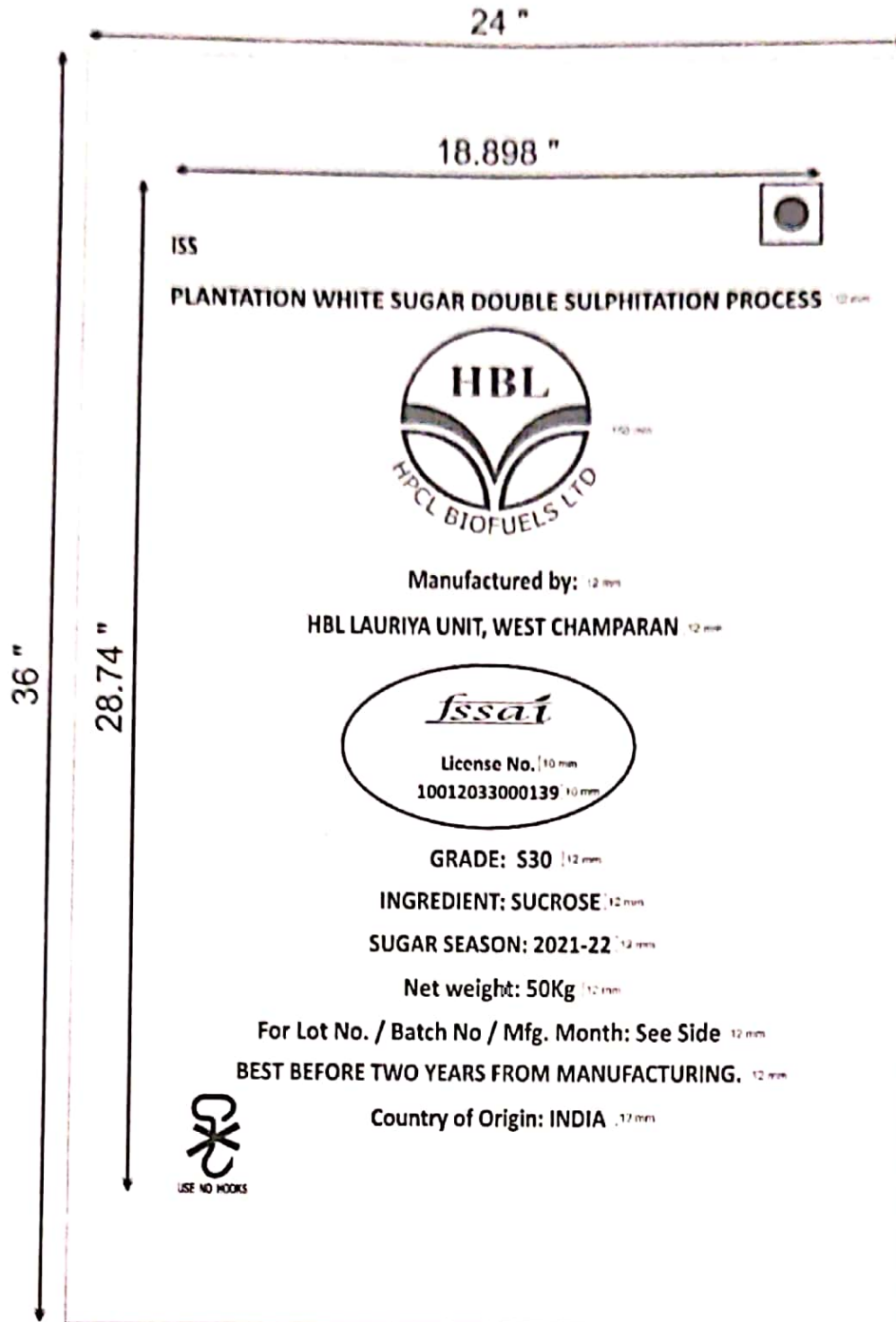


Note: The suppliers shall strictly follow the above printing format, coloring and font code. ISI mark symbol to be incorporated and Sugar grade printed as per details given in the RFP. Change in Sugar season 2022-23 (in place of 2021-22)

It is suggested that the successful Participants to whom the contract is awarded shall provide the sample printed bag and get the same approved by the plant in-charges of respective plants before the commencement of the supplies.

**PRINTING SPECIFICATIONS AND FORMAT OF PRE-PRINTED PP BAGS OF 50 KG CAPACITY FOR SUGAR
PACKING FOR LAURIYA**





Note: The suppliers shall strictly follow the above printing format, coloring and font code. ISI mark symbol to be incorporated and Sugar grade printed as per details given in the RFP. Change in Sugar season 2022-23 (in place of 2021-22)

It is suggested that the successful Participants to whom the contract is awarded shall provide the sample printed bag and get the same approved by the plant in-charges of respective plants before the commencement of the supplies.

GENERAL TERMS AND CONDITIONS

1. PRELIMINARY

- 1.1. This is a contract for execution of job as defined in auction document for the specified locations.
- 1.2. The participants for the above mentioned supply is the company/proprietary concern/ individual/Firm etc and undersigned is authorized to submit the bid on behalf of participant.
- 1.3. The terms and conditions mentioned here under are the terms and conditions of the contract for the execution of the job mentioned under item 1.1 above.
- 1.4. It is the clear understanding between HPCL BIOFUELS LTD and the participant that in case the bid(s) of participant(s) is accepted by HPCL BIOFUELS LTD and an intimation & purchase order to that effect is P.O. issued to the participant(s). These documents shall form part of the contract between the parties and terms and conditions hereunder would govern the Parties interest.
- 1.5. Interpretation of Contract Documents: All documents forming part of the Contract are to be taken as self explanatory should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the plant In-charge shall be the final and binding on the participant. The decision shall not be arbitral. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

2. DEFINITIONS

- 2.1. The COMPANY means HPCL BIOFUELS LTD, All references to HPCL or HBL in this auction all references shall have the same meaning as HPCL Biofuels Limited, having its registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar, and shall include its successors and assignees.
- 2.2. The term 'contract' shall mean and include the invitation to tender, incorporating also the instruction to tenderers. The RFP, its annexure and the auction schedule, 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 e Markets Limited.



- 2.4. The term 'bidder/seller/participant' 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 'Buyer' shall mean HPCL Biofuels Ltd (HBL), who has requirement of PP bags for the packing of sugar.
- 2.6. The term 'e-Auction' or 'electronic auction' means submission of the online bids by the seller(s)/bidder(s)/participant(s) for the PP Bag intended for purchase via the internet, over a prescribed time period.
- 2.7. The term 'English Reverse Auction', 'Reverse auction' means a descending price auction where several sellers compete to offer the best price and the buyer will accept. The buyer specifies the opening bid and bid increment and optionally a reserve price. Each bidder shall submit a successively lower bid. At the end of the auction, bidders with the lowest bid win subject to terms and conditions of the tender.

Note: P.O. shall be placed among two participants in the ratio of 60:40 for Each Location. L1 will be given 60% quantity of the tender and L2 will be given 40% of the quantity, subject to L2 matches the L1 rate. Method of splitting orders is mentioned in special condition of contract.

- 2.8. Seller /Supplier shall mean the person, firm or Company to whom this Purchase Order is issued.

3. PART ORDER/ SPLIT ORDER

Supplier hereby agrees to accept part orders, split order at company's option without any limitation whatsoever.

4. REFERENCE FOR DOCUMENTATION

Purchase order number must appear on order confirmation, correspondence, invoices, shipping notes, and packing's and on any documents or papers connected with the order.

5. CONFIRMATION OF ORDER

The supplier shall acknowledge the receipt of the purchase order within seven (7) days following the mailing of this order and shall thereby confirm his acceptance of this purchase order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

6. PACKING AND MARKING

The materials shall be suitably packed for safe transportation until receipt at the site and should be commensurate with best possible practices of packing. The Supplier shall be liable for all damages or breakage to the materials due to defective or insufficient packing due to insufficient protection.

Each package shall be marked in bold letters on the external three surface of the package as follows:

- I. From: Address of Supplier / Sub-supplier.
- II. For: HPCL Biofuels Ltd. _____ (location)
- III. Item Name:

7. SHIPMENT AND SHIPMENT NOTICES

Within 24 hours of shipment, Supplier shall inform dispatch particulars to the HBL by fax/courier/email. The supplier shall carefully note the delivery destination of PP Bags.

The demurrage or other expenses incurred owing to any negligence, delay, and default on the part of the supplies, will be on supplier's account.

8. TRANSIT RISK :

Transit Risk insurance shall be covered by the Supplier.

9. PRICE REDUCTION FOR DELAYED DELIVERY

In case of delayed delivery, prices will be reduced @0.50% of the total contract order value for every week of delay or part thereof subject to a maximum of @5% of the total contract order value.

NOTE: Price Reduction shall be applicable only on the total contract value and on full complete week(s) and for fractional days Price reduction shall be applicable on pro-rata, if any.

10. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

In case the checking and inspection by the Plant In-charge reveal that the material do not comply with specification and requirements, the same shall be removed by the supplier at their own expense and risk within the time allowed by the HBL. In the event the supplier fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the company for such disposal shall be to the account of the supplier.

The supplier will replace the PP Bags without claiming any extra payment if so required by the company. The time taken for replacement in such event will not be added to the contractual delivery period.



11. PRICE:

- a) Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order.
- b) Price shall be Inclusive of GST (CGST, SGST, IGST as applicable), customs duty and applicable cess, which are leviable by law on sale of finished goods to Company. The nature and extent of such levies shall be shown separately.
- c) Anti-Profiteering Clause under the GST Act, and the Anti-profiteering provisions mandate that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Suppliers to take note of the same and pass such benefits while quoting their price.

12. TAXES & DUTIES:

- a. GST (CGST, SGST, and IGST as applicable), Customs, Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Company as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Company shall pay only those taxes, duties and levies as indicated by supplier at the time of bid submission/as agreed subsequently (prior to opening of priced bids). Taxes/Duties and/or Levies not indicated by supplier in bid, but payable, shall be to supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Custom Duty and applicable Cess indicated with reference to limits mentioned in the offer / bid or new taxes / duties / levies imposed by the Indian Government through Gazette notification after the date of submission of last Price bid but prior to Contractual Delivery Date, the Company shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b) Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Company on account of supplier's failure to avail concessions shall be borne by Supplier.
- c) The participant shall comply with all the provision of GST Act /Rules / requirement like providing of tax invoice, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HBL to take input Tax credit. In case of imports, participant shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Participant will be fully responsible for complying with the customs provision to enable HBL to take input tax credit.



- d) In case, HPCL Biofuels Ltd is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit etc.).

13. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Company shall reimburse the increase in taxes & duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to Company's account and same shall be calculated on actual CIF value of imported materials. Supplier shall submit all relevant documents to Company for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by Company up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

14. TRANSACTION CHARGES:

NeML will charge transaction charge @ 0.5% + applicable taxes from the successful bidder(s) on the total value of the bidding quantity. Even if partial allocation is given to the auction winner, Transaction charge will be charged on the total initial value of the bidding quantity deposited by the bidder(s).

As per section 194-O of Income Tax Act, 1961, TDS @1% shall be deducted by NeML from the EMD received from supplier(s).

As per section 52 of GST, TCS at applicable rate shall be collected from the supplier(s) if the settlement is done through NeML platform. In case of no settlement done through NeML Platform, No TCS shall be collected by NeML.

HBL shall inform NeML for release of supplier(s) EMD and NeML will deduct TDS accordingly from EMD of supplier(s) on actual quantity delivered to HBL.



15. TERMS OF PAYMENT

Payment shall be released in 30 days after receipt of original invoice in accounts department at plant location HPCL BIOFUELS LTD (Lauriya & Sugauli) and HBL has taken the initiative to expedite the payment to supplier(s) through electronic payment. Hence supplier will have to confirm that it has submitted to HPCL BIOFUELS LTD., bank mandate for e-payment.

16. HPCL Biofuels Limited has entrusted NCDEX e Markets Limited for conducting electronic auction for purchase of PP bags from the registered Manufacturer(s)/Trader(s)/Supplier(s) etc

17. SCHEDULING OF E-AUCTIONS

The schedule of e-Auction, type of e-Auction and details of delivery location wise auction, date and timings will be published on the website www.neml.in

All registered participant(s) are eligible to participate in the e-Auctions subject to fulfilling the criteria as per the terms and conditions of this e-Auction notice and subsequent amendment to certain clauses of the auction, if any prior to scheduling e-Auctions.

18. CANCELLATION / RISK PURCHASE CLAUSE:

The Company reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the supplier if:

- a) The supplier fails to comply with the terms of this purchase order.
- b) The supplier fails to deliver the goods on time and/or replace the rejected goods promptly.
- c) The supplier becomes bankrupt or goes into liquidation.

Upon receipt of the said cancellation notice, the supplier shall discontinue all work on the Purchase Order and matters connected with it. The supplier is aware that the said goods are required by the Company for the ultimate purpose of packing of sugar and that non-delivery may cause loss of production and consequently loss of profit to the Company.

Therefore, in case of Termination of the contract, Company shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other supplier(s) at the risk and cost of the supplier/ contractor. In view of paucity of time, Company shall have the right to place such unexecuted portion of the supply/work on any nominated supplier(s). However, the overall liability of the supplier shall be restricted to 100% of the total contract value.

19. DELAYS DUE TO FORCE MAJEURE

Any delay in or failure of the performance of either part hereto shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of



performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, pandemic, explosions, riots, or strikes. The supplier shall keep records of the circumstances referred to above and bring these to the notice of the Plant-in-Charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. Upon decision of the Buyer arrived at after consultation with the Seller, which shall be final and binding to both the parties. Such determined period of time is extended by the Buyer to enable the Seller to complete the delivery within such extended period of time.

20. ARBITRATION

- a) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the Parties (Buyers and Sellers) hereto touching or concerning the RFP, interpretation of any clauses, meaning, operation or effect thereof or to the rights and liabilities of the Parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the RFP Terms and Conditions (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall be resolved by mutual consent of Parties to dispute. In case any dispute remains unresolved for more than 30 days, the same shall be referred to Sole Arbitrator appointed by HBL at its sole and absolute discretion.
- b) The Sole arbitrator so appointed shall be either retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL/HBL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director. The contractor/supplier shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, HBL, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- d) Such another person nominated as the sole arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. The failure on the part of HBL to make an appointment on time shall only give rise to a right to other party to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

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- e) The award of sole arbitrator shall be final and binding on the parties to the agreement.
- f) The work under the contract shall, however continue during the arbitration proceedings, except in case of termination and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement of pendency of such proceedings.
- g) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- h) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the Parties unless the Sole Arbitrator otherwise directs in his award with reasons.
- i) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- j) The Contract shall be governed by and constructed according to the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at Patna for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.
- k) The Appointing Authority of HBL for appointment of Sole Arbitrator shall be the Functional Director of HPCL or CEO-HBL.

21. ROLE OF NCDEX E MARKETS LTD (NeML)

NCDEX e Markets Limited (NeML) is acting only as a service provider in the 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, both the bidders (sellers) and the buyer acknowledges that NCDEX e Markets Limited (NeML) 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 price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the auction/contract. Both seller and HPCL Biofuels Ltd shall completely absolve NCDEX e Markets Ltd (NeML) for any consequences resulting out of this auction and further any disputes between Seller and HPCL shall have to be resolved by them in terms of this contract and as per Arbitration Clause. Further bidders (sellers) shall not hold NeML responsible by the in the event they are unable to place their bids on account of low bandwidth, network issues, issues regarding log in etc.

Both HPCL and Seller agree and acknowledge that 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 that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between buyer and seller.

22. CORRUPT PRACTICES

Any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the HBL/NeML, 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.

23. INDEMNITY:

The seller shall defend, indemnify and hold Buyer/NeML 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 Seller or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender. Similarly buyer shall indemnify and hold NeML harmless against all liabilities, damages, claims, fines, penalties or such other cause of action etc. resulting out of any act or omission by the buyer.



Annexure A

A. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION

- 1 If Application/participation is in the name of a company, then attested copy of Incorporation/Registration of company issued by Registrar of Companies (MCA) together with MOA and AOA. In case of Partnership Firm – partnership deed shall be required, In case of LLP – LLP registration certificate shall be required.
- 2 Self attested copy of PAN Card of the firm.
- 3 Self attested copy of GST certificate issued by central government
- 4 Participant(s) should attach authorization/board resolution for signing of e-Auction document if it is limited company or partnership firm.
- 5 Self attested copy of Income-tax Return of last three consecutive financial years (FY2018-19, FY2019-20, FY2020-21).
- 6 The firm should have minimum average annual turnover of Rs.2 crore during last 3 financial years (Last 3 consecutive year annual report or audited balance sheet and profit loss account of from FY2018-19, FY2019-20, FY2020-21).
- 7 The address proof of the authorized signatory viz Telephone bill/copy of passport /electricity bill/ voter ID/ Aadhar card proof 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 concerned authority.
- 8 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.
- 9 Bidder should have the capability to manufacture at least 10 Lakh PP bags Pre-fitted with Liner per month – A self certification showing volume of 10 Lakh PP bags Pre-fitted with liner/month, an undertaking by organization should also submitted by the bidder on its letter head.
- 10 Bidders are mandatory required to submit copy of BIS certificate issued.
- 11 Self-declaration as given below:

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.

Not having been black listed by any organization or Government for non-performance of

contractual obligation and no arbitration case pending in this office.

- 12 The new applicants have to deposit the registration fee of Rs 5000 + applicable taxes (Total=Rs. 5900/-) along with the documents. The registration fee can be directly transferred to the bank account given below. The participants will be allowed to participate in Preprinted PP Bags auction only after paying the registration fees. The existing participants (TCM/CP) of NCDEX e Markets Ltd, who have renewed the registration for the year 2022-23, need not pay any registration fee to NCDEX e Markets Ltd. However, they have to submit the relevant signed entire document (RFP) along with requisite documents, annexure and signed NeML Risk Disclosure form along with the complete application form.

Bank Name	Account No.	IFSC Code	Branch
HDFC Bank Ltd	00990690013043	HDFC00000060	Fort, Mumbai
Axis Bank Ltd	004010202176811	UTIB00000004	Fort, Mumbai

- 1 The application for registration and terms and condition with relevant Annexure can be downloaded from website www.neml.in. Requests for forwarding applications through post / couriers will not be entertained.
- 2 The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NCDEX e Markets Limited. Interested participants can also contact the Customer Service Group on below phone numbers (022) 48810555 or Email: askus@neml.in.
- 3 Scanned document submission in acceptable form will be received at the address mentioned below on any working day up to 15:00 hours by or on **22nd September, 2022**.
- 4 **Date, 23rd September, 2022** for e-Auction for the supply of PP Bags as mentioned in the auction document.
- 5 Scanned documents for participating in the e-auction should reach to NeML officials. No documents will be accepted after the last date of document submission. All documents should be duly signed and attested and submitted as part of registration with NCDEX e Markets Limited for participating in e-Auction.

B. EVALUATION OF APPLICATION FOR REGISTRATION.

- a) Duly filled application form along with relevant documents and Registration fee should reach NCDEX e Markets Limited up to 15:00 hours by or on 22nd September, 2022. Participant has to accept the terms and conditions of the auction by self-attesting (Stamped and sealed) all documents including RFP by authorized signatory
- b) Eligible participants will be issued with User ID and Password by NCDEX e Markets Ltd after evaluating the documents & receipt of the registration fee.
- c) Such registered participants are eligible to participate on electronic bidding system (e-auction) for preprinted PP Bags conducted by NCDEX e Markets Ltd as and when scheduled.

C. SCHEDULING OF E-AUCTIONS

1. Based on the requirements, HPCL Biofuels Limited will notify NCDEX e Markets Ltd to schedule auctions on periodic basis. Further such details will be posted on the web site of HPCL Biofuels Limited.
2. Neither the HPCL Biofuels Limited nor NCDEX e Markets Ltd shall individually intimate to the registered Participants regarding the e-auction schedule.
3. All registered Participants are eligible to participate in e-auctions subject to terms and conditions detailed in this document.
4. Detailed e-auction schedule can be viewed and downloaded from auction cell of HPCL Biofuels Limited at www.hpclbiofuels.com.

D. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX e MARKETS LTD (NeML) PLATFORM.

- a) The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the NeML and HBL. They will be allotted with participant ID and password by NeML. Participant(s) empanelled for the participating in the other States Sugar e-Auctions should sign the tender document for meeting eligibility requirements.
- b) The registered participant with such participant ID and password are only eligible to participate in the electronic bid system i.e. e-auction.

- c) NeML in consultation with HBL, will schedule the auctions and such details of e-auction will be published on the website of NeML www.neml.in, Registered participant(s) are requested to go through the e-Auction document carefully before participating in e-Auction.
- d) The registered participant(s) shall not be intimated individually regarding the e-auctions. However, the registered participant(s) may contact HBL, Head office located at Patna for obtaining details of schedule of e-auctions.
- e) Alternatively the registered participant(s) may contact the Customer Service Group on phone numbers (022) 61201000 of NeML for information on schedule of e-Auction. The registered participant(s) shall take adequate care and are solely responsible to obtain details of the schedule of e-Auction through the website www.neml.in in their own interest, rather than depending on other mode of information sources.
- f) EMD Requirements:
- Bidders will have to deposit an amount **Rs. 5 Lakh as EMD** (EARNEST MONEY DEPOSIT) and Transaction charge **0.50% + GST (@18%)** of total expected value in their respective Escrow accounts issued by NCDEX e Markets Limited to participate in the auction.
- Only those bidders will be allowed to participate in the e-Auction, who has deposited the Rs.5 Lakh EMD amount before bidding. Once the auction initiated, NeML will not entertain the request of EMD deposit/confirmation.
- This EMD will be returned to unsuccessful bidder if no allocation is given and EMD of successful bidder(s) L1 & L2 will be converted into security deposit.
- g) The Bidder participant should intimate NeML for the transfer of funds through the CS Tracker Module <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 22 48810555).
- h) The Bidders shall be allowed by NeML to bid only if the requisite EMD or Transaction Charge amount, whichever is applicable, is available in the Escrow Account of NeML.
- i) Only the EMD (Margin Money) of the winning bidders (L1 & L2) would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(s) shall be returned by NeML on the withdrawal request made by the bidder through <https://cst.neml.in> latest by one day from the day of close of e-Auction.

- j) In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction timing shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.
- k) The Bidders shall place their bids online on NeML Platform <https://www.market.neml.in> the online trading system made available by NeML as per the terms and conditions of the e-Auction.
- l) Price to be quoted in Indian Rupees/bag, as per the quality specified. Quoted price shall include Material Cost, Packing charges, Loading charges, Insurance, Freight and any other charges, if any. Price shall be inclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable cess, if any which are leviable by law on sale of finished goods to Company. The nature and extent of such levies shall be shown separately during invoicing.
- m) Rate should be quoted in Indian Rupees only. Participant shall give a final firm and net per unit price free from all escalation, the Participants are required to quote their rate. The rates should be quoted for the offered items on the basis of F.O.R. Destination door delivery, inclusive of Basic Cost, Packing & Forwarding charges, loading and unloading, Insurance, Freight, and any other charges, if any.
- n) The Bids of all the bidders who have participated in the e-Auction must remain valid for 7 (Seven) working days from the date of auction.
- o) The reducing tick size shall be Rs. 0.10 (10 Paise Only) for HDPE Bags.**
- p) During an auction session, a Bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to the HPCL Biofuels Limited by NCDEX e Markets Ltd. The HPCL Biofuels Limited after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid. The lowest valid bid once approved by the HPCL Biofuels Limited will be declared as successful L1 & L2 bidder(s) and the same will be communicated by e-mail to the successful bidder. HPCL Biofuels Limited reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid. The Bid shall remain valid for 7 working days from the date of reverse e-Auction.
- q) The final results of the e-Auction as approved by HPCL Biofuels Limited 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 supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years. The decision of the HPCL Biofuels Limited in this regard shall be final.

- r) 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 user 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. It is further suggested that Suppliers are requested to change the password frequently to protect from misuse.
- s) HPCL Biofuels Limited & NCDEX e Markets Ltd 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 Auction Platform. <https://market.neml.in> In case if e-Auctions cannot be held or completed on scheduled date by any reasons whatsoever including technical reasons, the e-Auctions shall be rescheduled and will be held on the same day or alternative day, the details of such date/s will be notified on the website of NeML & HPCL Biofuels Limited.
- t) The Invitation of Bids, the terms and conditions of the e- Auction, Bid of the Successful Bidder, Letter /Email Confirmation/Acceptance issued by HPCL Biofuels Limited to the successful Bidder (here in after called the seller) along with any amendment issued prior to signing of contract shall constitute a valid and binding Contract between the Seller and Buyer enforceable in the court of law.
- u) The successful bidders will be charged transaction charges at 0.5% (half per cent) of the bidding total number of bags, value and applicable GST by NCDEX e Markets Ltd and applicable TDS.

Even if partial allocation is given to the auction winner, Transaction charge will be charged on the total initial value of the bidding quantity deposited by the participant.

As per section 194-O of Income Tax Act, 1961, TDS @1% shall be deducted by NeML from the EMD received from supplier(s).

As per section 52 of GST, TCS at applicable rate shall be collected from the supplier(s) if the settlement is done through NeML platform. In case of no settlement done through NeML Platform, No TCS shall be collected by NeML.

HBL shall inform NeML for release of supplier(s) EMD and NeML will deduct TDS accordingly from EMD of supplier(s) on actual quantity delivered to HBL.

NCDEX e Markets Limited (NeML)
APPLICATION FORM FOR COMMODITY PARTICIPANT REGISTRATION

Sr. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant /Organisation	
2	Constitution	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership Firm /LLP <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Co-operative Society <input type="checkbox"/> Govt.Company / Govt Organisation
3	Date of Birth (For Individual)	
	Gender (Male/Female)	
	Date of Incorporation	
	Date of Registration	
4	PAN Card Number	
5	GST Number (if registered for multiple states provide separate list)	
6	Tax Account Number (TAN) (for TDS Credit)	
7	Type of Registration :	<input type="checkbox"/> Single Commodity <input type="checkbox"/> Multiple Commodity
7 a.	Name of Segment in case of Single commodity (refer list)	
8	Details of the Bank Account of Applicant	
8 a.	Bank Account Number	
8 b.	Bank Name	
8 c.	Branch Name And City	
8 d.	IFSC Code	

⊗ Initials Please

	Registered Office Address	
9 a.	City	
	District	
	State	
	Pin Code	
9 b.	Contact Person's Name	
9 c.	Designation	
9 d.	Telephone Number	
9 e.	Mobile Number	
9 f.	Email Id	
10	Address for Communication	
	Same as Registered Address (YES/NO)	
10 a.	City	
	District	
	State	
	Pin Code	
10 b.	Contact Person's Name	
10 c.	Designation	
10 d.	Telephone Number	
10 e.	Mobile Number	
10 f.	Email Id	
11	Details of Authorised Person	<input type="checkbox"/> Individual
		<input type="checkbox"/> Proprietor
		<input type="checkbox"/> Managing Partner
		<input type="checkbox"/> Managing Director
		<input type="checkbox"/> Chief Executive Officer
		<input type="checkbox"/> Chairman/Secretary
		<input type="checkbox"/> Others Please Specify

⊗ Initials Please

11 a.	Name of Authorised Person	
11 b.	PAN Number of Authorised Person	
11 c.	Address of Authorised Person	
11 d.	Email Id of Authorised Person	

DECLARATION

I/We hereby state that the above-mentioned particulars and supporting documents hereto are true, correct and complete to the best of my/our knowledge and information and Further I/We state that I/We agree and accept to abide by the General Terms and Conditions of NeML as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on NeML platform including any communication, notifications, instructions or guidelines issued by NeML from time to time.

Aadhar Consent

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options for establishing identity with officially valid documents other than Aadhaar. I confirm that all alternative options were given to me by NeML and agree and consent that NeML may store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third party entities, for establishing my identity & carrying out verification, if required, for rendering various facilities & services of/through NeML in accordance with the applicable law.

Sign and Stamp:

Name :

Designation:

Place and Date:

Affix Passport
size
photograph of
the Signatory



GENERAL INFORMATION/INSTRUCTIONS:

Application form shall be signed as under -

For individuals	By the Individual himself/herself
For partnership firms	By all the partners of the firm
For Co-operative Societies	By persons duly authorized by a resolution in accordance with Bye Laws of the society (submit certified true copy of the relevant resolutions, duly signed)
For Corporates / Institution	Managing Director/Whole Time Director/any other person/s as authorised by the Board (Submit certified true copy of the relevant Board resolution)

1. Notwithstanding anything mentioned above, NeML reserves its sole and absolute right to reject, cancel, suspend and/or terminate the CP Membership granted to any Member at any point in time, with or without assigning any reasons whatsoever and any such decision of NeML shall be final and binding on the CP Member.
2. Fee Structure - Please refer circular number NEML/TRADING/MAY/2022/9348 dated 25 May 2022 for participant registration fees structure.
3. Documents to be enclosed along with Application Form (All documents shall be self-attested by the authorized signatory)

Corporate/Co-operative /FPO Entity	Partnership Firm/LLP Entity
<input type="checkbox"/> Certificate of Registration and Incorporation of company/society	<input type="checkbox"/> List of all partners duly certified by partners.
<input type="checkbox"/> PAN Card Copy	<input type="checkbox"/> Registration certificate in case of LLP
<input type="checkbox"/> GST registration Copy	<input type="checkbox"/> PAN Card Copy
<input type="checkbox"/> Address proof Copy	<input type="checkbox"/> GST registration Copy
<input type="checkbox"/> Any other documents as mentioned in the Contract note/RFP	<input type="checkbox"/> Address proof Copy
<input type="checkbox"/> NeML Risk Disclosure Document cum undertaking signed by the Parties on Company letter head	<input type="checkbox"/> Any other documents as mentioned in the Contract note/RFP
<input type="checkbox"/> Cancelled cheque copy	<input type="checkbox"/> NeML Risk Disclosure Document cum undertaking signed by the Parties on firm/Entity letter head
<input type="checkbox"/> Board Resolution for Authorizing Officials to Sign Documents	<input type="checkbox"/> Cancelled cheque copy
	<input type="checkbox"/> Consent for Authorizing Officials/Partners to Sign Documents

Individual and Sole Proprietor Entity	Farmer
<input type="checkbox"/> Registration Certificate - For Sole Proprietors only	<input type="checkbox"/> Farmer Consent letter
<input type="checkbox"/> PAN Card Copy	<input type="checkbox"/> PAN Card Copy
<input type="checkbox"/> GST registration Copy	<input type="checkbox"/> Address proof Copy
<input type="checkbox"/> Address proof Copy	<input type="checkbox"/> Identity Proof (Aadhar Card, Voter Id, Driving License, Passport copy)
<input type="checkbox"/> Identity Proof (Aadhar Card ,Voter Id, Driving License, Passport copy)	<input type="checkbox"/> Land document 7/12
<input type="checkbox"/> NeML Risk Disclosure Document cum undertaking	<input type="checkbox"/> NeML Risk Disclosure Document cum undertaking
<input type="checkbox"/> Cancelled cheque copy	<input type="checkbox"/> Cancelled cheque copy



RISK DISCLOSURE DOCUMENT CUM UNDERTAKING

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE PARTICIPANT BEFORE ENROLLING AS A PARTICIPANT OF NCDEX e MARKETS LIMITED (NeML).

(A) RISK DISCLOSURE DOCUMENT

NeML has not passed the merits of participating on the NeML trading platforms but has passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms.

- (1) NeML is only acting as a service provider for the buying and selling of the Goods as contemplated in the respective trade. By entering into the trade, the PARTICIPANT acknowledges 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 by any party.**
- (2) NeML and/or its employees, representatives, affiliates or directors provides no guarantee of profit or of avoiding losses when trading.**
- (3) The PARTICIPANT should undertake the transactions/trades only if it understands the nature of the contracts (and contractual relationships) into which the PARTICIPANT is entering and the extent of the PARTICIPANT's exposure to risk. Before the PARTICIPANT begins to trade, he/it should make himself/itself aware of the charges, fees and other charges for which it will be liable as these charges may affect the PARTICIPANT's net profit (if any) or will increase its loss. The PARTICIPANT should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances including risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, NeML or any other authority shall not be responsible and no PARTICIPANT shall allege that no adequate disclosure was made.**
- (4) NeML does not advise any PARTICIPANT about the merits of a particular transaction or give him any form of investment advice and the PARTICIPANT acknowledges that the services do not include the provision of investment advice in the underlying commodities. The PARTICIPANT is aware that he/it is entering into transactions at its sole discretion and take relevant decisions based on his own judgement. The PARTICIPANT represents that he/it has sufficient knowledge, market sophistication, professional advice and experience to make his/its own evaluation of the merits and risks of any transaction. NeML gives no warranty as to the suitability of the products traded and assumes no fiduciary duty in its relations with the PARTICIPANT.**
- (5) The PARTICIPANT shall be solely liable to duly apprise itself/himself of any legal, tax or other matters relating to any transaction. The PARTICIPANT should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities.**
- (6) NeML offers electronic trading facilities, which are computer-based systems for order routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The PARTICIPANT's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or NeML. Such limits may vary and the PARTICIPANT must make itself aware of details in this respect. NeML shall not be**



held responsible or liable for any failure of computer systems, telecommunication network and other equipment of the PARTICIPANT or any failure of network connectivity. NeML shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. with respect to access to the NeML trading system.

- (7) NeML shall not be responsible or liable for payment of any outstanding amount of the Buyer and that the Seller shall have no remedy against NeML, its directors, officers and employees for non-payment by the Buyer.
- (8) NeML may, from time to time and at its discretion, provide the PARTICIPANT directly or through its circulars or newsletters which it may post on its website or provide to subscribers via its website or the trading platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,
- NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction,
 - the information does not amount to investment advice or financial promotions
 - if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the PARTICIPANT agrees that he will not pass it on to any such person or category of persons,
 - The PARTICIPANT accepts that prior to despatch, NeML may have acted upon it itself to make use of the information on which it is based. NeML does not make representations as to the time of receipt by the PARTICIPANT and cannot guarantee that he will receive such information at the same time as other PARTICIPANTS.
 - It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by NeML are subject to change and may be withdrawn at any time without notice.
- (9) Rumors about agri or non agri commodities at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The PARTICIPANT understands that he/it should be wary of and should desist from acting on rumors.
- (10) The PARTICIPANT should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. In case of any dispute with the PARTICIPANT, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.
- (11) NeML shall be entitled to forfeit any and all the funds, amounts, deposits or other sums available with NeML and due to the PARTICIPANT or lying to the credit of the PARTICIPANT in such events or contingencies as may be stipulated in the terms and conditions subject to which any commodity has been offered for trading or as may be decided by NeML from time to time;
- (12) The PARTICIPANT may be barred, suspended or terminated, permanently or temporarily by NeML on its own or as per instructions received in this regard, with or without assigning any reasons, with or



without issuing prior notice, at any point of time from participating intrading activities in the following scenarios in which case the decision of NeML shall be final and binding, as under:

- Default of PARTICIPANT vis-à-vis payment obligation, default, delivery default or default in submitting margins, security deposit or performance guarantee or any other default in fulfilling their trade obligations for trades;
- Non-Payment of Fees, or any other charges prescribed by NeML;
- The conduct of the PARTICIPANT is such which in the opinion of NeML is detrimental or harmful to trades conducted by NeML and/or to the market at large or to trading activities;

(13) In case of a Force Majeure event such as acts of sabotage, acts of God, earthquake, subsidence, flood, tempests, pandemic, epidemics, quarantine restriction; serious industrial disputes, strikes or lockouts, fires, explosions, shipwrecks, civil war, war or hostilities whether declared or not, terrorism, act of the public enemy including but not restricted to block of passage, riots, interference by military authorities etc, NeML may not be in a position to arrange for the execution of PARTICIPANT'S Orders or fulfil its obligations under the contract or agreement with the PARTICIPANT. As a result, the PARTICIPANT may suffer financial loss. NeML will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to such a Force Majeure event.

(B) INDEMNITY CUM UNDERTAKING

I/We agree and understand that for smooth and efficient running of NeML systems, processes and procedures, safeguarding interests of NeML and the PARTICIPANT and with an objective of risk mitigation, certain indemnities/undertakings need to be furnished by me/us which shall be unequivocally and unconditionally agreed upon by me/us as under:

1. I/We undertake that any change in the composition of the PARTICIPANT company, firm or a body corporate, shall be promptly notified to NeML;
2. I/We shall at all times, comply with the, Circulars, Notices, Guidelines, Notifications and Instructions, present and well as future, so as to ensure continuity as a PARTICIPANT;
3. I / We shall at all times adhere to the GENERAL TERMS AND CONDITIONS and SPECIAL TERMS AND CONDITIONS pertaining to trading, clearing, settlement and risk management systems of NeML as well as all statutory and regulatory authorities, agencies and local bodies like Mandis, municipal corporations etc and shall indemnify and reimburse NeML against all liability and implications in the event of such non compliance;
4. I/We shall deal in only those goods which are not stolen / encumbered and the title to the goods is belonging to me/us.
5. I / We shall deal in only levy, cess and tax paid goods on NeML platform at all times and shall be totally responsible for adhering to local compliances of Mandi Boards and shall ensure that all its licenses are valid and subsisting at all times of his PARTICIPANTSHIP with NeML;
6. I / We undertake to comply and maintain all records, information, records, books of accounts and documents pertaining to all dealings and trades on NeML platform for such number of years as per statutory requirements and shall agree to adhere to all inspections by NeML or any authority and agree to provide all reports and data whenever called for;
7. I/We shall follow and comply with such orders whether being in the nature of a disciplinary action and/or penalty or otherwise, as may be issued by NeML, in the event of the we are found



- to have committed any violation of any circulars / notices/directives prescribed by NeML or any other violation of terms and conditions subject to which any commodity has been offered for trading;
8. I/We shall pay all fees, costs, charges and expenses as prescribed by NeML from time to time;
 9. I/We undertake to keep the password in strict confidence and secrecy and shall not disclose the same to any person and I/We undertake that we shall be bound by all transactions and trades done on the NeML trading platform by use of password and /or trading ID or user ID;
 10. I/We agree and undertake that the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee or otherwise, to NeML, shall be subject to a first and paramount lien for any sum due to NeML and all other claims against me/us for due fulfillment of engagements, obligations and liabilities arising out of or incidental to any dealings made subject to the terms and conditions of contracts of NeML. NeML shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the me/us, without any reference to the me/us;
 11. I/We shall indemnify NeML against any loss or damage including liabilities arising out of failure to comply with any or all of the Clauses of the NeML Risk Disclosure Document. Further, I/We 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.
 12. I/We, hereby declare and undertake that I/We are neither been declared defaulter, barred, suspended or blacklisted by any Stock Exchange, SEBI, Commodity Exchange, APMC, nor related or associated with any other entity/person who have been declared defaulter, barred, suspended or blacklisted;
 13. I/We agree that the trade confirmation for sale of Goods shall upon dispatch of such Goods, be deemed to be an offer made by the Seller to sell the Goods and upon acceptance of delivery by the Buyer, the offer shall be deemed to have been accepted by the Buyer to buy the Goods on the Terms and Conditions mentioned in the Contract Note. Once offer is made and accepted, the Seller and Buyer shall be deemed to have entered into a valid and binding contract enforceable in the court of law.
 14. I/We undertake that in case of default in payment of sale proceeds to NeML, NeML shall be entitled to initiate necessary civil and criminal legal action against the PARTICIPANT for recovery of due amount before the appropriate legal forum, though NeML is not responsible or liable for payment of any outstanding amounts of the Buyer.
 15. I/We shall provide the Buyer all necessary invoices and other documents for payment to be received from the Buyer. The PARTICIPANT agrees that any delay in payment shall attract interest @18% p.a. for the delayed period.
 16. I/We agree and understand that all claims, differences or disputes between the PARTICIPANTS inter se arising out of or in relation to the trade executed through NeML Platform or anything incidental thereto or in pursuance thereof or relating to interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto shall be subject to NeML's dispute resolution process. As a part of dispute resolution process, NeML shall, on a best effort basis, take steps to resolve the issues and differences between the Buyer and Seller within 60 days from date of receipt of issues and differences. In case the dispute remains unresolved or any of the Party is unsatisfied by the decision taken by NeML, such disputes shall be referred to local courts within the jurisdiction of the either Seller, Buyer or NeML in accordance with the prevailing laws.



17. I/We agree and understand that notwithstanding anything contained above, all disputes arising out of or in connection with or in relation to any matter or deal under this trade or any matter incidental thereto to which NeML is a party or is made a party, shall be subject to the exclusive jurisdiction of the courts in Mumbai only to the exclusion of all others and all the parties concerned shall be deemed to have submitted to the jurisdiction of Mumbai Courts only.
18. I/We further acknowledge that NeML 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 document and further any disputes between buyer and seller shall have to be resolved by them as per dispute resolution process mentioned above.
19. I/We understand and agree that NeML may share my/our personal data and information with its business partners, affiliates and such third parties as may be deemed necessary for facilitating certain services to the PARTICIPANT. By providing assent to this document, PARTICIPANT hereby expressly agrees and authorizes NeML to share its personal information subject to adherence to the Data Protection laws under the Information Technology Act, 2000 and its amendments from time to time as well as the Rules framed thereunder. For the purpose of this Undertaking, "Data Protection Legislation" means the applicable legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):
- (i) The Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") and any other applicable rules framed thereunder;
and
 - (ii) Any other Applicable Laws in force solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual. "Personal Data" shall have the same meaning as ascribed to the term 'Sensitive Personal Data or Information' under the Privacy Rules (as amended from time to time).

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document as well undertaking cum Indemnity provisions contained herein and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

Date:

Place :

Seal and Signature

