

Request for proposal

Empanelment of Buyers of Coconut

**For Sale of Coconut procured under MSP
Scheme during the year 2016-17 of
Government of Karnataka through e-Auction
Platform.**

1. Introduction:

The Karnataka State co-operative Marketing Federation Limited, hereinafter called as KSCMFLTD, having its registered office at No.8, Cunningham Road, Bangalore-560 52, Karnataka, invites applications from interested buyers for registration to participate in e-Auction for purchase of Coconut.

- 1.1 The Government of Karnataka vide GO No. Sa E 150 MRE 2016, Bangalore Dated 30-06-2016 has notified KSCMF LTD as the agency for procurement of Coconut (with no husk) directly from farmers under MSP scheme for the year 2016-17. The procured Coconut will be subsequently sold in the open market through electronic auction platform.
- 1.2 As per the directions of Government of Karnataka the services of NCDEX e Markets Ltd, hereinafter called as NeML, will be utilized for conducting e-Auction for the KSCMF LTD. The quantity offered for sale in respect of each location will be published in the website kscmfltd@gmail.com, www.neml.in

2 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION TO PARTICIPATE IN e-AUCTION

- 2.1 Self Attested copy of the valid license issued by APMC, RMC etc., if any, issued by concerned authorities for purchase, trading, processing etc.
- 2.2 Certificate of registration under VAT, State / Central Sales Tax Act, Service Tax Act as applicable
- 2.3 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 Co-operative / corporate body copy of the Board resolution duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.
- 2.4 The address proof of the authorized signatory viz., Telephone bill/copy of pass port / electricity bill/ voter ID proof/Aadhar 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.
- 2.5 Bank account details of firm along with a photocopy of the latest Bank Statement/Passbook.

- 2.6 The requisite documents to be enclosed to application for enrolling as participant on NCDEX e Markets Ltd. The format of application is furnished vide Annexure-1.
- 2.7 A DD/Electronic fund transfer in favour of NCDEX e Markets Ltd, payable at Mumbai for Rs.1000/- (Rupees one thousand only)and applicable service tax at 15 % towards registration fee in the following NeML Account to enroll on NCDEX e Markets Ltd for participation in e-auction shall be enclosed along with the application separately.

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013050	HDFC0000060	Fort, Mumbai

- 2.8 The application for registration with relevant Annexure can be downloaded from the website kscmfltd.com, www.neml.in Requests for forwarding applications through post / couriers will not be entertained.
- 2.9 The interested applicants may also visit website kscmfltd@gmail.com, www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers **(022)66473153/54**
- 2.10 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. 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.

3. EVALUATION OF APPLICATION FOR REGISTRATION.

- 3.1 The completed applications along with relevant documents and fee / registration charges shall be submitted on or before 5 pm of 15thJuly, 2016 at the following addresses.

NCDEX e-Markets Ltd.,
 NO. 418, 4TH B MAIN ROAD ,
 GROUND FLOOR,
 BUVANAGIRI NAGAR
 OMBR LAYOUT
 BANSWADI
 BANGLAORE 560043 (Land phone No. 080 25420525).

- 3.2 In order to facilitate empanelment of buyers and to encourage their participation, the applications received after 5.00 pm of 15th July , 2016 will also be accepted for empanelment. The registration for empanelment for the year 2016-17 shall be kept open until further notice or till the stocks last. Accordingly the applications will be scrutinized by NeML on periodic basis and eligible applicants can participate in subsequent e-Auctions conducted, if any.
- 3.3 The applicants will be informed regarding acceptance / rejection of their application by NCDEX e Markets Limited. The eligible applicants will be enrolled as registered buyers of Coconut (with no husk) and will be issued with registration number / used ID and password by NeML.
- 3.4 All registered buyers are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled. 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 acceptance of highest bid by the respective Deputy Commissioner of the District Task Force Committee for the quantities put for auction.

4. SCHEDULING OF E-AUCTIONS.

- 4.1 The schedule of e-Auction will be on periodic basis and depending on the quantity available for sale at respective locations. The details of location wise auction and timings will be published on the website www.kscmf ltd.com
- 4.2 All registered buyers are eligible to participate in e-auctions subject to fulfilling the criteria as may be specified from time to time by NCDEX e Markets Ltd.

5. QUALITY OF COCONUT (WITH NO HUSK) OFFERED FOR SALE.

- 5.1 The quality parameters for Coconut (with no husk) offered for sale is on “as is where is basis”. The interested buyers, if they desire, may visit the respective warehouses/locations for inspection. The details of warehouse wise quantity, location, address and contact details of officials are published on the website www.kscmf ltd.com, www.neml.in from time to time.

6. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX e MARKETS PLATFORM

- 6.1 The NeML after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria. They will be allotted with member ID and password by NeML.
- 6.2 The registered buyers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 6.3 NeML in consultation with respective KSCMFLTD will schedule the auctions for each lot, warehouse wise and such details viz., e-auction calendar will be published on the website www.kscmfltd.com
- 6.4 The registered buyers shall not be intimated individually.
- 6.5 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.kscmfltd.com. www.neml.in in their own interest, rather than depending on other mode of information sources.
- 6.6 The registered suppliers need to deposit 2% (TWO per cent) of the value of goods as EMD (margin money) with the NCDEX e Markets Ltd account to participate in the e auctions by way electronic fund transfer/RTGS to any one of the bank accounts as given below:

NCDEX e Markets Ltd Bank Account Details

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013050	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

- 6.7 The bidder member should intimate NeML for the transfer of funds through the CTracker Module- <https://cst.nspot.in>; in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)
- 6.8 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.
- 6.9 Only the EMD (Margin Money) of the highest bidder 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.
- 6.10 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.
- 6.11 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.
- 6.12 Price to be quoted on lot basis, as per the details specified for a particular delivery location as detailed in the auction calendar. The lots are offered for sale on **‘as is where is basis’**. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders in respect of each lot.
- 6.13 The stock of Coconut (with no husk) stored at respective warehouses was procured from farmers and the market fee of 1.5%(one and half per cent)has already been remitted to respective APMCs by KSCMF LTD
- 6.14 The price quoted shall be per 100 Kgs(Quintal) basis for each lot and are:

- a) Exclusive of all incidental expenditure, transaction charges, taxes, CST/VAT etc., if any payable.
- b) Exclusive of cost of packing, transportation charges, transit insurance and loading charges for taking delivery at respective warehouses.

The buyer shall bring his own gunny bags and arrange for packing at his cost at delivery location. KSCMF LTD will deliver the stock of coconut (with no husk) in loose after weighing.

- 6.15 The Bids of all Bidders who have participated in the E-Auction must remain valid for minimum period of five days from the date of auction.
- 6.16 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal) for each auction. The minimum tick size shall be Rs. 1/- (Rupee one only)
- 6.17 During an auction session, a bidder may modify his bid upwards to an increased value higher than the existing highest bid. No cancellation of Bids shall be allowed during an auction session.
- 6.18 The final results of the E-Auction as declared by respective Deputy Commissioner of respective District Task Force Committee 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 the award of tender by the successful bidder shall result in the forfeiture of the EMD (Margin money).
- 6.20 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 bidders are requested to change the password allotted to them at frequent intervals. 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.
- 6.21 The Bid of the highest bidder of online bidding/E-Auction session will be declared as the Successful bidder by respective Deputy Commissioner of respective District Task Force Committee with in three working days of close of e-Auction subject to necessary scrutiny. The respective District Task Force Committee shall evaluate the highest bid after conclusion of

e-auction and have the right to reject the highest bid if found not competitive. The confirmation of acceptance or rejection of highest bid will be intimated by NeML by email to registered e-mail ID or by FAX (As per NeML's records) to the registered buyer.

- 6.22 KSCMFLTD and 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 Spot Platform/Exchange Platform <https://market.nspot.in> In case if e-Auctions cannot be held on scheduled date due to Server problems or any other reasons, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of KSCMF LTD & NEML.
- 6.23 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the tendering authority to the successful bidder (Buyer) along with any amendment issued prior to award of contract shall constitute the terms and conditions of a valid and binding Contract between the Seller (namely KSCMFLTD) and the Buyer.
- 6.24 In case of successful bid of the buyer the margin money i.e. EMD will be refunded after taking 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.
- 6.25 In case of unsuccessful bid of the buyer the margin money i.e EMD will be refunded the next working day by NeML. If buyer wishes to retain the margin money the same would be allowed by the NeML and for participation in the subsequent e-auctions.
- 6.26 The successful bidders will be levied transaction charges subject to terms and conditions of membership. The details of transaction charges and applicable service tax will be intimated to members while issuing user ID and Password.
- 6.27 The successful bidder upon receipt of communication regarding acceptance of bid by the NCDEX e-Markets Ltd shall arrange to transfer an amount equivalent to 3 % (Three per cent) of the value of the order as security deposit, within two working days from the date of communication, by way of electronic fund transfer any of the NCDEX e Markets Ltd Accounts detailed below:

NCDEX e Markets Ltd Bank Account Details

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013050	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

Failure to comply with this condition shall be treated as violation of terms and conditions of tender and in such cases the EMD will be forfeited.

6.28 NCDEX e Markets Limited is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.

6.29 NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of discovery of out-turn ratio. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX e Markets Ltd for any consequences resulting out of this

tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 8 below.

7. Delivery Process.

- 7.1 The short listed buyer who qualifies in e-auction will be issued with Delivery order by **KSCMF LTD** subject following conditions:
- i. Acceptance of bid by respective Deputy Commissioner of District Task Force Committee in respect of lot/lots put for auction.
 - ii. The awarded quantity has to be lifted within five working days from the date of intimation of acceptance of the bid. There could be variations in quantity while giving delivery. For any short supply at warehouse the proportionate amount will be refunded to the respective account of buyer.
 - iii. The successful bidder shall deposit the amount and transaction charges along with service tax on transaction charges by RTGS to the designated account of NeML. The account number will be communicated separately. The delivery order will be issued only to the extent of amount deposited duly taking in to account the value of the goods, transaction charges and applicable service tax on transaction charges.
 - iv. The successful bidder should ensure that he complete the process of taking delivery of entire quantity of allocated goods within five working days. Under normal circumstances no extensions for taking delivery beyond five working days will be allowed.
 - v. Failure to take delivery within the stipulated time will attract forfeiture of EMD and SD.
- 7.2 Violation of any of the Clause/Clauses of the Tender shall be deemed as violation of Terms and Conditions of Tender.
- 7.3 Security Deposit furnished by the qualified buyer will be adjusted against any shortfall of advance deposited in NeML account while taking final delivery. After successful completion of the lifting of tendered stocks the buyer may intimate the NeML for refund of EMD. Upon receipt of such intimation and due verification the EMD will be refunded within seven working days.

- 7.4 Non acceptance of award of tender within two working days of intimation of acceptance of bid will amount to forfeiture of EMD (margin money) deposited.
- 7.5 Default in taking deliveries within the stipulated time, either wholly or partly will result in forfeiture of both security deposit and EMD (margin money).
- 7.6 The buyer, through his authorized representative, while taking delivery shall submit Delivery order issued by KSCMFLTD to the warehouse authorities duly furnishing photo identity of the representative.
- 7.7 The warehouse authorities will arrange to deliver the tendered goods during working hours i.e. 10am to 5:30pm on all working days for the quantities mentioned in the delivery order in front of authorized representatives of KSCMFLTD and the Buyer (if present).
- 7.8 The warehouse Manager will weigh the stock to be delivered in the presence of representative of buyer and delivered in loose. The buyer shall bring gunny bags and arrange for packing and loading into the vehicle at his cost.
- 7.9 KSCMFLTD will issue relevant documents like Delivery Challan/Invoice and transport permit issued by APMC authorities to the representative of the buyer. The buyer has to make necessary arrangements for remittance of VAT/CST etc., if any, while taking delivery of goods.
- 7.10 Giving proper delivery of the traded stocks is the sole responsibility of the Seller subject to fulfillment of all the necessary terms and conditions for delivery of the traded stocks. In case the Seller is unable to deliver the stocks, NeML will treat the trade as cancelled and return the EMD and security deposit to the respective buyer.

8. Resolution of Disputes:

- 8.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, waiving or modification to any specific clause, the matter shall be referred to Managing Director, KSCMFLTD In case if disputes are not resolved at this stage then the matter shall be referred to Principal Secretary to Government, Department of Cooperation, Government of Karnataka. The decision regarding resolution of such disputes by Principal Secretary to Government, Department of Cooperation shall be final.

8.2 NeML shall not be responsible for any dispute arising between the Buyer and Seller relating to Terms and Conditions mentioned above or anything related thereto. NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between Buyer and Seller. NeML is merely providing electronic trading platform for the purpose of facilitation of e-auctions and both the Buyer and 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 any dispute between Buyer and Seller.

8.3 Court situated at Bangalore, Karnataka to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

I/We _____ solemnly state that I/We have read all the above Clause 1 to 8 of the tender document and that I/We understand that by signing this tender document, I/We shall be bound by all the Clauses of the tender documents and I/We unconditionally and unequivocally agree to the terms and conditions detailed in Clauses 1 to 8 of the above document.

Place :

Date :

Signature of Applicant : _____

Name : _____

Seal :

Annexure-1

**NeML REGISTRATION FORM FOR PARTICIPATION IN E AUCTION FOR PURCHASE OF
COCONUT (WITH NO HUSK)**

1. Name of Applicant:

2. Constitution:

Individual

Sole Proprietorship

Partnership Firm

Corporate Pvt. Ltd.

Corporate - Public Ltd - Listed

Corporate - Public Ltd - Unlisted

Cooperative Society

Others - Please Specify

3. Date of Birth / Incorporation / Registration / Proposed

If Corporate/Partnership Yes No

4. PAN No. / TIN No.

Yes

No

5. Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/
Partner

(As per Form CP-2)

Name

Address

City	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>

Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Designation	<input type="text"/>

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	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Designatio	<input type="text"/>

8. Address of Registered Office /Communication address

Address

City	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Contact Person No. & Mob	<input type="text"/>
Designation	<input type="text"/>

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

A) Bank Name & Address

B) Account No.

B) IFSC Code.

C) Account Type

IMPORTANT NOTE: {Please provide a certificate from Bank mentioning the details of account, IFSC code,Address and that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s}

11. (A)Name & Address of APMC,if any, in which the applicant is registered:

12. (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 Refined and/or Cane Sugar e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership.

Affix Passport size
photograph of the
Signatory

Signature, Name and seal

Affix Passport size
photograph of the
Signatory

Signature, Name and seal