RFP for Sale of Paddy by Chhattisgarh State Cooperative Marketing Federation Limited through e-auction on NCDEX e Markets (NeML) Platform

TERMS & CONDITIONS FOR SALE OF PADDY THROUGH E-AUCTION

1. INVITATION FOR BIDS

1.1 The Chhattisgarh State Cooperative Marketing Federation (CGMARKFED), 6th Floor, Tower 'C', Commercial Complex, C.B.D, Sector-21, Atal Nagar, Raipur (C.G) 492002, Ph.No-0771-2425402, e-mail-mf_ctrlroom_raipur@gov.in is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. CGMarkfed execute the work of paddy procurement under Minimum Support Price Scheme from the farmers of the state as per the instructions of Government. Major activities of CGMARKFED is marketing and promotion of agriculture inputs such as chemical fertilizers, paddy procurement under price support scheme, paddy milling, paddy storage and operating Kisan Mills and Cattle Feed Factory.

1.2 CGMARKFED proposes to sale paddy procured in the KMS 2020-21 through e-auctions, therefore CGMARKFED invites bids from interested buyers (Millers, Traders, Brokers) of Paddy through Online Bidding/E auction conducted through NCDEX e Markets Ltd platform https://market.neml.in, the online trading system made available by NCDEX e Markets Ltd, as per the terms and conditions prescribed hereunder.

1.3 NCDEX e Markets Ltd (NeML) is a wholly owned subsidiary of NCDEX and it is the leading electronic web based, online, commodities spot market, e-auction and Services Company in India. Website- www.neml.in

2. ELIGIBILITY CRITERIA & REGISTRATION PROCESS FOR INTERESTED BUYERS TO PARTICIPATE IN THE e-AUCTION

2.1 Eligibility Criteria

2.1.1 All Individual/Firms/Societies/Companies/Joint-Ventures having valid Mandi License in Chhattisgarh shall be eligible for participation in the e-auction.

2.1.2 Copy of Mandi License will be mandatory for all applicants.

2.1.3 Successful bidders shall e-mail & courier the copy of mandi license along with other registration documents to NeML.

2.2 Documents required for registration to participate in the e-auction

2.2.1 Duly filled registration form (Annexure 1)

2.2.2 Copy of Mandi License.

2.2.3 Self attested copy of the latest Annual reports of the firm (Balance sheet and Profit & Loss account) duly audited by the Chartered Accountant.

2.2.4 In case of newly established entities or the existing firms which have recently started to deal in the business of paddy (whichever is applicable) a provisional Balance Sheet and Profit and Loss Account for a Quarter/Half year accompanied by a limited review by Auditor/Chartered Accountant should be furnished.

2.2.5 The Balance Sheet / Profit and Loss Account shall also evidence that the firm is dealing in the business of paddy (whichever is applicable), falling which the firm shall submit copy of GST returns (only in case the buyer is registered under GST)/Annual Report by way of additional documents to evidence that the firm is dealing in the business of paddy (whichever is applicable).

2.2.6 Self-attested copy of latest Income Tax returns with a self-attested copy of PAN card of the firm.

2.2.7 Certificate of registration under GST of the firm.

2.2.8 Self attested copy of Trading License/Manufacturing License issued by competent authority.

2.2.9 In case of Partnership/Co-operative / Corporate copy of letter stating the authorized signatory to participate in the e auction process should be furnished.

2.2.10 The identity proof of the authorized signatory viz copy of pass port/ voter ID proof/adhar card should be submitted along with the application.

2.2.11 Bank account details of the applicant firm on its Letter Head shall be submitted.

2.2.12 One set of documents shall be e-mailed to NeML in scanned form, and hard copies of the documents shall be couriered to NeML on 'NCDEX e Markets Ltd, First Floor, Ackruti Corporate Park, Ner G.E Garden, L.B.S Marg, Kanjurmarg-West, Mumbai-400078, 022-61201000.

2.2.13 The application form for registration with relevant Annexure can be downloaded from the website of NeML i.e. www.neml.in. Requests for forwarding application form through post / couriers will not be entertained.

2.2.14 The interested applicants may also visit website 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: **(022-61201000, email- askus@neml.in)**

2.2.15 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 relevant documents for this e-auction.

2.3 **Engagement Support Fee of NeML**

2.3.1 All applicants shall mandatorily pay non-refundable yearly engagement support fee in favour of NCDEX E Markets Ltd, payable at Mumbai for Rs. 5900 /– (5000 + 18 % GST) for participation in e-auction. The engagement support fee with applicable GST shall be transferred by online means i.e. RTGS/NEFT to below mentioned bank accounts of NeML.

NCDEX e Markets Ltd Bank Account Details				
Bank Name	**Bank Account Name**	**Exchange Dues Account**	**IFSC Code**	**Branch Name**
HDFC Bank	**NCDEX e Markets Ltd**	00990690013050	HDFC0000060	Fort
Axis Bank	**NCDEX e Markets Ltd**	004010202176820	UTIB0000004	Fort
State Bank of India	**NCDEX e Markets Ltd**	30760958792	SBIN0011777	Fort

3. EVALUATION OF APPLICATION FOR REGISTRATION

3.1 The duly filled up application form along with relevant documents shall be mailed and submitted to Membership Department, NCDEX e Markets Limited, 1st floor, Ackruti Corporate Park, LBS Road, Kanjur Marg (West) Mumbai-400078.

3.2 NeML will scrutinize the application forms received and relevant documents submitted. The applicants will be informed regarding acceptance / rejection of their application by NeML. The selected applicants will be enrolled as registered members for the purpose of e auction(s) and registration number / user ID and password will be issued by NeML.

3.3 All registered members are eligible to participate in e auction(s) as and when scheduled conducted by NeML & CGMARKFED.

3.3.1 The registration process for bidders to participate in e-auction will remain open through the selling season.

4. SCHEDULING OF SALE OF PADDY STOCK

4.1 The schedule of sale of Paddy stock through online bidding process will be communicated later. Details of stock locations and timings will be communicated later.

4.2 All registered members of NeML are eligible to participate in e auction(s) subject to fulfillment of criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-auctions.

5. ITEM, QUALITY AND QUANTITY

5.1 The e-auction of paddy stock will be variety wise i.e (Mota, Patla & Sarna). The paddy stocks are offered on "As is where is basis" from various locations in Chhattisgarh. The interested buyers, if they desire, may visit the stock locations for inspection of Paddy Stock with prior intimation to the CGMARKFED/NeML before participating in e-auction. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-auction. No complaints of whatsoever nature shall be entertained thereafter. The list of locations & e-auction schedule will be provided separately.

5.2 The e-auction of paddy will be on lot basis, bidders will have to bid for entire lot, bidding for partial lot will not be allowed. Successful bidders will be bound to lift the entire lot which they have bidded for, any request for partial lifting will not be entertained later.

5 BID PRICE

5.1 Bid Price is to be quoted by the bidder/buyer in delivered weight and quality basis on 'as is where is' basis. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Price quotation will be in Rs/Quintal and all other taxes and charges such as Cost of bags in which paddy is stored, (Mandi Fees,Nirashrit Fees, GST & TDS and TCS, if applicable) will be charged on buyers over and above the price quoted as per the prevailing rates. The price quotation would be on net weight basis i.e. exclusive of bag weight. MARKFED will give delivery of stock on Net weight basis.

5.2 Bids received for less than the specified minimum quantity for a particular Lot and location shall not be considered.

5.3 CGMARKFED reserves the right to fix and declare base price of paddy stock before the e-auction.

5.4 Only CGMARKFED will confirm the H1 bidder as winner at its sole discretion. CGMARKFED reserves the right to accept or reject all bids including the H-1 bidder as winner at its sole discretion.

6 BID VALIDITY

6.1 The Bids of all bidders at the final close of the e-auction session must remain valid for a period of 15 working days after completion of the auction session. CGMARKFED will have to approve the e auction results within 15 working days of closing of the auction session. The intimation regarding approval or rejection of bids will be provided by CGMARKFED to NCDEX e Markets Ltd either through email or fax and accordingly NeML will inform the concerned Buyers.

7 PRE-REQUISITES FOR BIDDING

7.1 Bidder referred to in this notice is any real individual or legal entity who wishes to buy their requirement of Paddy. Only the registered members of the NCDEX e Markets Ltd can become bidders after fulfilling all the terms & conditions put in place for the E auctions. Bidders may contact Customer Service Group of NCDEX e Markets Ltd on +91 22 61201000 or alternatively email askus@neml.in for any clarifications regarding membership & terms and condition of e auction.

8 SAMPLING AND INSPECTION OF GOODS

8.1 The interested buyers are entitled to visually inspect the stock at the specified stock location prior to bidding. The representative samples can be withdrawn by the authorized persons from the stock location. For inspection of sampling of goods buyers should contact CGMARKFED or NCDEX e Markets Ltd.

9 EARNEST MONEY DEPOSIT (EMD)

9.1 FOR ONLINE BIDDING/E AUCTION-An amount equivalent to 3% of the bid amount as Earnest Money Deposit (EMD) shall be deposited by the bidder member with NCDEX e Markets Ltd, before placing any bid, in the way of:

- RTGS/NEFT Transfer
- Direct Deposit/Transfer

In the escrow bank account provided by NeML to the bidder prior to e-auction.

9.2 The bidder member should transfer the fund deposited as EMD to Margin through the Post Trade Settlement Module- https://cst.neml.in in the prescribed manner (Contact Customer Service Group on +91 22 61201000))

9.3 The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the escrow bank account of the bidder towards margin. The amount deposited as EMD would determine the bidding capacity of the bidder.

9.4 Only the EMD of the highest bidder would be blocked by NCDEX e Markets Ltd. EMD 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 NCDEX e Markets Ltd on the withdrawal request made by the bidder through Post Trade Settlement Module latest by one (1) day from the date of close of the e auction.

9.5 EMD of the successful bidder will turn into Security Deposit (S.D) and it will remain with NeML till the entire tendered quantity is lifted by the buyer.

10 PROCESS OF ELECTRONIC BIDDING SYSTEM

10.1 Date and Time of e auction: The details of the auctions schedule will be provided by the CGMARKFED and will be uploaded on the website www.neml.in . Bidders are requested to check the schedule on the website regularly. Bidders will not be informed about schedule individually by NCDEX e Markets Ltd or CGMARKFED in any case.

10.2 The auction will remain open from 11:00 Hrs to 15:00 Hrs. Bidders have to quote the bids within the given time. However, if any bid is received 3 minutes prior to the schedule auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.

10.3 The bidders shall place their bids online on NCDEX e Markets Ltd Platform https://market.neml.in the online trading system made available by NCDEX e Markets Ltd as per the terms and conditions of the Tender cum E Auction.

10.4 The Bidders are required to quote in Indian Rupees/ Quintal for each item on offer.

10.5 CGMARKFED may specify a reserve price/floor price below which no bids may be accepted by NCDEX e Markets Ltd Platform.

10.6 The incremental tick size shall be Rs. 1.

10.7 The highest valid bid shall be intimated by NeML to CGMARKFED and it will be confirmed and declared as the H-1 bidder by CGMARKFED for the e auction. However CGMARKFED may also reject the H1 bid on its discretion. CGMARKFED has sole discretion of declaring the H1 bidder as winner or rejecting the H1 bid.

10.8 During an auction session, a bidder may modify his bid upwards to an incremental value more than the existing highest bid.

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

10.10 The final results of the e auction are binding on all bidders and any requests for cancellation received after the conclusion of an auction session shall result in the forfeiture of the EMD by the CGMARKFED.

10.11 Bidders will have to bid for entire lot as mentioned on the e-auction screen, bidding for partial lot will not be allowed.

10.12 Any bid placed using the bidder's 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 NCDEX e Markets Ltd, 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.

11 INTIMATION TO THE SUCCESSFUL BIDDER

11.1 The Bids of the highest bidder of online bidding/E auction session will be declared as the successful bidder by CGMARKFED only after a due consideration. The confirmation to the successful bidder will be primarily sent by NeML, through email, to registered e-mail id (As per NCDEX e Markets Ltd's records) upon receipt of the same from CGMARKFED.

12 INTERNET CONNECTIVITY

12.1 CGMARKFED and NCDEX e Markets Ltd shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, SP or otherwise or the slowness to access NCDEX e Markets Ltd Platform https://market.neml.in. In case the scheduled e-auction is unable to complete due to any reason whatsoever, NeML in consultation with CGMARKFED will reschedule the e-auctions .

13 DOCUMENTS CONSTITUTING CONTRACT

13.1 The Invitation of Bids, the terms and conditions of the E Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the CGMARKFED to the successful bidder (hereinafter called the buyer) along with any amendment issued prior to signing of contract shall constitute a valid and binding contract between the CGMARKFED and Buyer.

14 NeML TRANSACTION CHARGES

14.1 NCDEX e Markets Ltd shall charge transaction charge of 0.065% + (GST) on the contract value from the Buyer, which buyer has to deposit exclusively at the time of depositing 100% trade amount. NeML will deduct transaction charges on the traded quantity at the time of transferring 100% trade amount to

CGMARKFED, NeML will provide invoices to buyers against the transaction charges.

15 PAYMENT AND LIFTING OF STOCKS

15.1 The buyer needs to compulsorily make 100% payment of the trade value, cost of bags, NeML transaction charges and applicable taxes (TCS or any other taxes) in to the escrow bank account provided by NeML within 07 working days from date of letter of the award of the e-auction by CGMARKFED. If buyer fails to bring in the full contract value amount within the stipulated time period of 07 working days, the EMD of 3% will be forfeited by CGMARKFED & trade will stand cancelled.

15.2 NeML will transfer the all settlements including sale proceeds deposited by the Buyer to CGMARKFED after deducting applicable taxes maximum within T+2 days. Upon receipt of sale proceeds, CGMARKFED will issue delivery orders in the name of the Buyer.

15.3 The Buyer is required to lift the entire stock within 10 working days from the date of issue of delivery order from CGMARKFED. In case the buyer fails to lift the stock in 10 working days, then the penalty of Rs.1/- per quintal per month on outstanding quantity will be charged by CGMARKFED till the maximum duration of one month from the date of issue of delivery order. MARKFED reserves the right to cancel the trade and forfeit 3% Security Deposit after one month duration.

15.4 Buyers shall contact CGMARKFED for collecting delivery orders after making 100% payment in the escrow bank account and initiating the payment transfer process through NeML's post trade website- cst.neml.in. CGMARKFED will mention the validity on all the delivery orders issued to buyers.

15.5 The Delivery Order issued by the CGMARKFED need to be presented at the stock location for taking delivery of the goods.

15.6 The loading charges & any other charges during delivery from the stock location have to be borne by the buyer as per prevailing rates on the respective locations.

15.7 The CGMARKFED's responsibility shall cease once the goods leave the stock location premises and no claim of quality, quantity and or any other nature, from the buyer will be entertained thereafter.

15.8 The Buyer will not be allowed to segregate /sort the stocks during lifting. Being a "As is where basis is" auction, no quality related complaints would be entertained.

15.9 CGMARKFED shall issue the invoices to the respective buyers

15.10 CGMARKFED will have to mandatorily return the amount for the shortage quantity to the buyer (if any) i.e. quantity which is not available at the particular stock location against the e-auctioned quantity.

15.11 NeML will not be responsible for any delay by the CGMARKFED in returning amount for shortage quantity to the buyer.

15.12 NeML will release Security Deposit of successful buyer upon completion of delivery of entire purchased lot by the buyer. CGMARKFED will intimate the delivery status to NeML, SD will be released by NeML only after the delivery completion is confirmed by CGMARKFED. Security Deposit of buyer will be subjected to deductions if there are any issues related to late lifting of stock by buyer.

15.13 Successful bidders shall be liable to pay cost of bags in which paddy is stored, this amount shall be transferred at the time of making payment of 100% trade amount. The details of cost of bag is mentioned below, bidders shall pay in advance the cost of total number of bags as mentioned in the stock details/e-auction schedule.

S.No	Bag Type	Weight per Bag (Grams)	Cost per Bag (Rs.)(Exclusive of taxes)
1.	PDS/Miller/Farmer/Society Jute bags	580	16.53
2.	New/Single use HDPE	135	22.68

15.14 If at the time of lifting it is found that the bags in which paddy is stored are New Jute Bags (year-2020-21), New Jute Bags (year-2019-20), Single use jute Bags (year-2019-20) then buyer shall arrange for his own bags, he will not be allowed to lift paddy stock in those bags. In this case buyer shall unpack the already stored paddy and fill it in other bags arranged by self, the cost for doing this will be borne by the buyer.

16. NON-PERFORMANCE OF THE CONTRACT

16.1 Non-payment of 100% trade amount by the buyer within stipulated time of 07 working days, will result in forfeiture of EMD by the CGMARKFED.

16.2 In case buyer has paid the full fund pay-in amount within 07 working days but fails to lift the material within maximum of 10 working days from date of issue of delivery order by CGMARKFED, in this case the penalty of Rs.1/- per quintal per week on outstanding quantity will be charged by CGMARKFED till the maximum duration of one month from the date of issue of delivery order.

16.3 MARKFED reserves the right to cancel the trade and forfeit 3% Security Deposit after one month duration.

16.4 In case the CGMARKFED fails to deliver or is unable to deliver the traded stocks within the stipulated time lines, the trade shall be treated as cancelled as per the contract and CGMARKFED will have to release the amount for non delivered quantity to the buyer.

16.5 NeML will not be responsible for any delay by the CGMARKFED in returning the amount to the buyer or a delay in giving delivery of stock to buyers.

17 FORCE MAJEURE

17.1 Should any of the force majeure circumstances, namely act of God, pandemic, epidemic, government imposed lockdowns and quarantine restrictions, natural calamity, fire, Government of India Policy, restrictions(excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any natural and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than two months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

18 LIQUIDATING DAMAGES

18.1 In case the successful bidder fails to lift the stocks within the stipulated maximum period of 30 days from the issue of delivery order to buyer by the CGMARKFED, the CGMARKFED will be free to rescind the contract and dispose of the cargo at the risk & cost of the bidder with a notice to buyer prior to 02 days of expiry of contract. In this case, the trade value deposited by the buyer against the outstanding quantity for lifting will stand forfeited by the CGMARKFED along with Security Deposit of 3%.

19 CANCELLATION OF CONTRACT

19.1 If the Buyer fails to pay complete trade amount in 07 working days, CGMARKFED shall be entitled at his option to cancel the contract and forfeit the EMD of 3%. The trade shall stand cancelled in such case and the EMD of 3% will be forfeited & would be used to compensate the CGMARKFED.

20 ARBITRATION

20.1 Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at the level of M.D CGMARKFED, Raipur. In case of any disputes still not resolved and which are

relating to the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator appointed by Govt of Chhattisgarh, Raipur at its sole discretion. The arbitration shall be held in Raipur and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with Arbitration and Conciliation Act, 1996 along with its amendments from time to time.

20.2 Court situated at Raipur to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

21 ROLE OF NeML

21.1 With regard to the present Terms and Conditions, the role of NeML is limited only to the extent defined in these Terms and Conditions and that NeML shall not be a party to the contract between the Seller and the buyer subsequent to this e-auctions. By bidding in this e-auction, the bidders acknowledge that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence of this e-auction or non-adherence of these terms and conditions.

21.2 NeML shall not be responsible for any dispute between the Buyer and Seller arising out of anything related to the Terms and Conditions mentioned above. NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller except in case of NeML gross negligence and willful default.

21.3 NeML is acting only as a service provider and merely providing electronic trading platform for the purpose of facilitation of trade and the buyer 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.

I/we _____, the applicant herein, agree and acknowledge to have read and understood the terms and conditions contained hereinabove and unconditionally and unequivocally agree and accept to abide by the same.

Seal and Signature of the applicant

Name:

Place:

Date:

ANNEXURE-I

APPLICATION FORM FOR REGISTRATION

1. NAME OF APPLICANT:

2. Constitution:

- ❑ INDIVIDUAL
- ❑ SOLE PROPRIETORSHIP
- ❑ PARTNERSHIP FIRM
- ❑ LLP

- ❑ CORPORATE - Pvt. Ltd.

- ❑ CORPORATE - Public Ltd – Listed
- ❑ CORPORATE - Public Ltd – Unlisted

- ❑ CO-OPERATIVE SOCIETY
- ❑ GOVT OR GOVERNMENTAL ORGANISATION
- ❑ OTHERS – PLEASE SPECIFY

3. Type of CP Membership (Tick Against The Membership You Opt For)

- ❑ SINGLE COMMODITY MEMBERSHIP
- ❑ MULTIPLE COMMODITY MEMBERSHIP

Note: If single commodity membership specify Segment if any -_____

4. Date of Birth/Incorporation/Registration _____

5. PAN No. _____
   TIN No. _____

6. GST Details

A. GSTN –

B. REGISTERED ADDRESS

_____

C. STATE CODES

_____

*(For multiple branches and multiple states kindly provide details separately as Annexure duly stamped and signed by authorized person in order to avail input tax benefits from GST).

7. Registered Office Address –

_____
_____
_____
_____

City and state _____ Pin
_____

Tel. _____ Fax
_____

Email ID _____ Contact Person's Name
_____

Mobile No. _____ Designation
_____

8. Address for Communication

❑ Please tick if the communication address is same as registered office address or else fill in new address below -

_____
_____
_____
_____

City and state _____ Pin
_____

Tel. _____ Fax _____

Email ID _____ Contact Person's Name _____

Mobile No. _____ Designation _____

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

Name : _____

PAN No. _____

Address : _____

_____

_____

_____

_____

City and state _____ Pin _____

Tel. _____ Fax _____

Email ID _____ MobileNo. _____

(Please give details of the Individual/Proprietor/Managing Partner/ Chief Executive/ Chairman/ Secretary *of the governing body and all Directors / partners/members of governing body in Annexure SC – 3, along with their detailed biodata)*

10. (A) Name of the stock / commodity exchange(s) on which the applicant is a member. (Please tick relevant)

- ❑ NOT MEMBER OF ANY OTHER EXCHANGE
- ❑ YES, DETAILS AS UNDER

1. _____

2. _____

3. _____

4. _____

Membership No. : _____

(B) Name of the stock / commodity exchange/s on which any director/dominant promoter/partner is a member.

- NOT MEMBER OF ANY OTHER EXCHANGE
- YES, DETAILS AS UNDER

1. _____

2. _____

3. _____

4. _____

11. Are you an Income Tax assessee? YES ☐ /NO ☐
    If Yes, Please attach a copy of the latest IT Return with proof of filing.

12. Whether the applicant and / or any of the partners /promoters /directors / employees were/are involved in any financial irregularities? YES ☐ /NO ☐

13. Has any disciplinary action been taken by any exchange against the applicant or any of the partners/promoters/directors/shareholders/ employees of the applicant? If so, please give details in a separate sheet ☐ ES ☐ O

14. Whether any court case/s is / are pending against the applicant and / or any of its partners / promoters / directors / employees

    A) in their present status ☐ /☐

B) as a promoter / principal / partner / director / employees of any organisation in the past - YES ☐ /NO ☐

15. Please give full details of the applicant/partner / promoters/ shareholders / directors / any of the core staff who:

(a) has/have ever been adjudged bankrupt or have a receiver order been made against them or have been proved to be insolvent at any t☐? YES ☐ /NO

(b) has/have ever compromised with its creditors for less than full discharge of debts? YES ☐ /NO ☐

(c) has/have ever been involved in litigations, suits or proceedings or have been involved in any financial liability of contingent or unascertained nature?

YES ☐ ☐
/NO

(d) has/have ever been at any time convicted of an offence involving fraud or dishonesty or financial irregularit☐ YES ☐/NO

(e) has/have ever been denied / rejected for membership of any stock / commodity exchange or commercial organisation? YES ☐ /NO ☐

(f) has/have ever been suspended / expelled / declared a defaulter on any stock / commodity exchange or he has been debarred from trading in securities/commodities by any Regulatory Authorities like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities etc.? YES ☐ /NO ☐

(g) has/have committed any act, which renders the Company liable to be wound-u☐YES ☐NO

(h) has/have had a provisional Liquidator or Receiver or Official Liquidator appointed by a competent Court? YES ☐ /NO ☐

(If answers to question nos 14 - 17 are indicated as "YES', please give complete details separately)

16. DETAILS OF THE BANK ACCOUNT OF APPLICANT (Enclose cancelled cheque copy)

A. BANK ACCOUNT NUMBER

_____

B. BANK NAME

_____

C. BRANCH CITY AND NAME

_____

D. IFSC CODE

_____

E. ACCOUNT TYPE

_____

(Point No16 needs to be certified by Bank that account is conducted satisfactory)

DECLARATION -

Any mis-statement or misrepresentation or suppression of facts in connection with this application for CP membership or breach of any undertaking or condition of admission of CP membership entails rejection of application or expulsion from membership.

I/We hereby state that the above-mentioned particulars and annexures hereto are true, correct and complete to the best of my/our knowledge and information. I / We also state that no relevant material fact has been misstated, misrepresented or suppressed. 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.

Affix Passport size photograph of the

Signatory

Signed and Sealed:

Name :

Designation:

Place and Date :

APPLICATION TO BE SIGNED BY:

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)