

AUCTION SCHEDULE

Attribute	Value
Auction#	2142
Lot Number	48090
Quantity (in Kgs)	99500
Lot Link	https://www.praman.ai/#/report/48090
Seller	NAFED GUJARAT
Auction Date	8-12-2021
Time Slot	13:00-13:15
Quality	GRADE B
City	Mahuva
Address	Mahuva- Shiv Vadi (43T), Manubhai(18T), Veerabhai(20T), Praveenbhai(9T), Jayeshbhai(9T),
FPO/SLA	india agro consortium producer
FPC	india agro consortium producer
Godown	Shiv Meda
Admin User	nafahm@nafed-india.com
Base Price	470
Trade ID	(blank)
Commodity Type	ONION
Unit Type	Qunital
Auction Status	Scheduled

TERMS OF USE FOR AUCTIONS ON PRAMAN

THESE TERMS OF USE FOR AUCTIONS CONDUCTED ON PRAMAN ("**TERMS OF USE**") ARE AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER AND THE AMENDED PROVISIONS ABOUT ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THESE TERMS OF USE DO NOT REQUIRE ANY PHYSICAL, ELECTRONIC, OR DIGITAL SIGNATURE.

THESE TERMS OF USE ARE A LEGALLY BINDING DOCUMENT BETWEEN USERS, INTELLO LABS PVT. LTD. AND NAFED (DEFINED BELOW). THESE TERMS OF USE WILL BE EFFECTIVE UPON USER ACCEPTANCE OF THE SAME (DIRECTLY OR INDIRECTLY IN ELECTRONIC FORM OR UTILIZING AN ELECTRONIC RECORD) AND WILL GOVERN THE RELATIONSHIP BETWEEN USER, INTELLO, AND NAFED FOR EACH AUCTION CONDUCTED ON PRAMAN.

THIS DOCUMENT IS PUBLISHED AND SHALL BE CONSTRUED PER THE PROVISIONS OF RULE 3 (1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARY GUIDELINES AND DIGITAL MEDIA ETHICS CODE) RULES, 2021 UNDER INFORMATION TECHNOLOGY ACT, 2000 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY, AND USER AGREEMENT FOR ACCESS OR USAGE OF THE WEBSITE.

THESE TERMS OF USE NEED TO BE ADHERED TO FOR EACH AUCTION BEING CONDUCTED ON PRAMAN AND THE USER CONFIRMS THAT THEY HAVE READ AND AGREED TO THE SAME:

Auction.Praman.ai is registered to and developed by **Intello Labs Private Limited** (hereinafter referred to as "**Praman**" unless the context otherwise requires) having its registered office at Third Floor, No.22 Salarpuria Towers - 1 Hosur Road, Kormangala Bangalore, Karnataka - 560095 and Corporate office at C- 801, Nirvana Courtyard, Gurgaon, Haryana - 122018.

Email address - info@praman.ai

National Agricultural Cooperative Marketing Federation of India Limited. ("NAFED") having its head office at NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014 and the concerned branch office at **NAFED GUJARAT Nafed A wing 6 th floor Maradia Plaza CG Ahmedabad Gujarat**, will obtain all adequate licenses/permissions for such auctions being conducted on Praman and will be organizing the auction under applicable laws.

1. User Registration and Eligibility to use

- Praman and the Services are addressed and made available to any person or entity.
- Any person or entity wanting to access or use Praman to participate in auctions will firstly need to register on Praman to become a User of Praman ("**User**").
- To become a User and participate in the Auction on Praman ("**Auction**") and avail of the Services, a person shall be required to submit specified details (may be amended from time to time as per Praman's discretion) to meet the registration requirements as also listed on Praman platform and/or App, which requirements shall include:
 - a. **For individuals/proprietorship firms**: a PAN card or an Aadhar card (as applicable), copy of the GST registration certificate if applicable, verified contact number, email address, copy of a canceled bank cheque, and any other information or documents needed by us at the time of registration;
 - b. **For incorporated/registered entities**: a PAN card, details of the nature of the entity (e.g, LLP, company, etc.), copy of the GST registration certificate, copy of the certificate of incorporation or registration (as applicable), charter documents, copy of a canceled bank cheque, address proof of the entity and contact number(s) of the entity registering to become a User.
- Registration shall be completed and submitted only by an authorized representative or any other person with legal authority to bind the entity which is applying to become a User ("**Authorized Representative**") and such persons shall be required to provide their name, Aadhar card copy, or any government-issued identity proof, contact number, email address and a copy of the authorizing board resolution, power of attorney or any other document on the letterhead of the entity conferring the authority on the individual to act on behalf of the entity concerning Praman and/or the Services.
- Praman has the sole and absolute discretion whether to accept an individual and/or corporate entity as a User. Praman reserves the right to reject any application for registration, without giving reasons or cause. The applicant hereby authorizes Praman to

conduct one or more Background Verifications of the information provided for registration as a User.

2. Earnest Money Deposit

- An Earnest Money Deposit (“**EMD**”) of Rs 5000/- (Rupees Five Thousand Only) would be made towards Praman against each auction by the User in which the User participates and would be refunded back if the User is not the highest bidder within 10 days from the date of the Auction. This EMD amount is subject to change as per the discretion of Praman and/or NAFED and any change would be intimated to the User and updated on these Terms of Use accordingly.
- If a User defaults one (1) time in payment of the final amount, if different from Deposit after the bid has been accepted, the User shall be prohibited from participating in the auction process.
- Further, this EMD made towards Praman to participate in the auctions will not accrue any interest and there would be no claim admissible against Praman in respect of interest on EMD at the time of its release.

3. Pre-Auction

- The schedule of the auction will be shared by Praman with NAFED prior to the auction.
- NAFED would approve the auction schedule and will inform the concerned FPO accordingly, and ensure the material is made available. If NAFED disapproves of the auction schedule, Praman will reschedule it and make another request for approval from NAFED.
- Once the schedule is approved by NAFED via Email or SMS, the auction will be conducted.
- Concerned FPC will ensure the auction material is ready and kept aside for the auction, failing which the auction will be cancelled. Kindly refer to **Clause 11 (Quality Specifications for Onions)** for Grade-B onion quality specs.
- Concerned FPC will ensure demarcation of the same via chalk
- **Quality Reports of the Auction material will be made available on the Platform within 24 hours of the auction material being made available to Praman by the concerned FPO.** These reports will be published on the auction platform before the Auction is conducted and made available in the Auction details.
- Quality Reporting will be done by Praman at the location, before dispatch (“**Dispatch Location**”) to the warehouse location where the material will be made available to the Successful Bidder as also mentioned in the Auction details.

- FPC will provide the Souda Patti of last Grade B sold in mandi by the concerned FPC for the reference price .Praman will share the Souda Patti with NAFED

4. Auction

- The Auction would be conducted on Praman at auction.praman.ai daily from 1200hrs to 1400hrs or as decided by Praman and NAFED, if any other time is decided, the intimation of the same would be given to the Users of Praman via a SMS, Email or Phone call.
- If there is a higher bid in the last 5 minutes of the Auction, the Auction would get extended by 5 minutes subject to a maximum of 1 extension. *Illustration: If the auction was to end at 1215hrs but at 1214hrs or 1215hrs another higher bid is received the auction can be extended to 1220hrs.*
- All the Users who have registered for the Auction would be given access to the Auction as per the time decided.
- Users would bid for the selected auction and can revise their bids upward.
- The highest bidder would be selected as the winner of the auction (“**Successful Bidder**”).
- Once the material is auctioned, no sorting & grading will be done for the material. The material will be kept as it is and will be given to the Successful Bidder subject to approval by NAFED.

5. Winning Bid

- NAFED’s Branch Level Committee would approve or reject the bid winner after the final bid is made. NAFED would confirm the same to Praman by 1500hrs/3 PM or as decided by NAFED on the auction day.
- If the Bid is rejected, NAFED will mention the reason for the same:
 - a. Low Price;
 - b. Less Bidders; or
 - c. Others (Explanation required by NAFED).
- The successful Bidder will be notified of the same via notification on the auction platform or E-mail or SMS or Phone Call.

6. Post Auction

- Post-approval from NAFED, if the bid is approved the Successful Bidder would be asked to deposit the estimated bid amount along with the Service Fees (collectively referred to as “**Deposit**”) mentioned below in **Clause 7 (Service Fee)**, on the same day of the auction by 1300hrs/3 PM. Details for making the Deposit would be made available to the

Successful Bidder in the notification sent via SMS or Email or via Phone Call and cash is not an acceptable mode of payment.

- If the User is not able to make the Deposit on the same day by 1800hrs/6 PM, the EMD will be forfeited by Praman.
- After making the deposit the User needs to collect the material at his own expense from the warehouse, details of the same would be mentioned in the auction details available on Praman. The Users are requested to go through them before participating in any of the Auction.
- The collection of material should be done on the same day by 1800hrs/6 PM, the material pick-up address will be provided to the Successful Bidder on the Praman App after making the Deposit.
- Concerned FPC needs to provide the labour as per availability for loading the auctioned material within 20 hours, so that material can be picked within 24 hours of the Delivery Order.
- Labour Charges for filling in the gunny bag or loading loose material onto the vehicle will not be borne by the Successful Bidder.
- Any other charges (such as but not limited to gunny bag loading, weighing, sealing of bags) will only be managed directly by the concerned FPC and the Successful Bidder
- If the User is not able to collect the material on the same day, NAFED, FPO and Praman will not be liable for the responsibility of the material even if the reason for such delay is being provided by the User.
- If the User is not able to collect the material within 24hrs of the confirmation e-mail or SMS or Phone Call, the Deposit would be forfeited by Praman.
- Any rejection and dispute by the User will not be considered at the time of delivery and the inspection of the material needs to be done as per **Clause 8 (Quality Parameter/Inspection of material)** of these Terms of Use.

7. Service Fees

- Users shall pay a 2.36% technological transaction fee, this fee is inclusive of GST, to Praman for the use of Praman and the Services ("**Service Fees**"). (This is subject to change if there is a change in the GST rates by the Government of India).
- Please see below an illustration strictly as a reference for the User:

Bid Amount (Rs)	10
Total Weight (kg)	10000

Total Bid Amount (Rs)	100000
Service Fee (including GST) @2.36% (Rs)	2360
EMD already paid (Rs)	(5000)
Amount Payable (Rs)	97360

8. Quality Parameter/Inspection of material

- The quality of the material for sale is on "as is where is basis". The Users should visit the warehouses for inspection of material before participating in the auction and by giving prior intimation to Praman about such a visit.
- The User shall be solely responsible for inspecting the material before participating in the auction.

9. Payment & Collection of Material

- As per the auction estimated quantity, the Successful Bidder will make the Deposit to Praman as mentioned in **Clause 6 (Post Auction)**.
- The Successful Bidder will be given the estimated tax invoice for the Auction Service Fee as per the estimated quantity..
- After confirmation of payment by Praman of the final amount by the Successful Bidder, Praman will transfer the Deposit to NAFED as per the amount received on estimated quantity.
- NAFED will share the Delivery order ("**Delivery Order**" with Praman after receiving the transaction details, which will be shared with the successful Bidder and FPC via email.
- The Successful Bidder will bring the Delivery Order to the location as provided in the Auction details or as intimated to the User after making the Deposit for collection of the Auction material.
- Concerned FPC needs to provide the labour as per availability for loading the auctioned material within 20 hours, so that material can be picked within 24 hours of the Delivery Order.
- Labour Charges for filling in the gunny bag or loading loose material onto the vehicle will not be borne by the Successful Bidder.
- Any other charges (such as but not limited to gunny bag loading, weighing, sealing of bags) will only be managed directly by the concerned FPC and the Successful Bidder .
- NAFED will issue the Material Invoice accordingly as mentioned in the weight slip acknowledged by the Successful Bidder.

- The final amount will be paid or adjusted, as the case may be, based on the actual quantity on the weight slip. The Successful Bidder will Pay Praman before loading of the material in the Successful Bidder's vehicle, if the final amount is more than the earlier estimated amount; and Praman will repay the User if the final amount is less than the earlier estimated amount within 48 hours of the Successful Bidder sharing the weight slip before loading of the material onto its vehicle.
- Delivery Challan (“**DC**”) will be issued against the same byr the concerned FPO.
(The Successful Bidder before the loading of the material onto the vehicle will make the remaining payment, if any as mentioned above, to Praman only after such acknowledgment from Praman to NAFED or the concerned FPO, the material will be loaded onto the vehicle).
- Praman will share the DC, DO, weightslip and payment details to NAFED and the concerned FPC via email within 72 hours
- NAFED will issue the Material Invoice accordingly as mentioned in the final weight slip.

10. Quality Specifications of Onion

- Grade B:
 - a. The following defects are acceptable as part of Grade B:
 - Black Smut;
 - Sprouting;
 - SunBurn;
 - Half skin out;
 - Cuts and Cracks;
 - Jod; or
 - Skin out
 - b. The following defects are not acceptable as part of Grade B:
 - Wet Onion; or
 - Rotten.
- Grade C:
 - a. The defects are acceptable as part of the Grade C:
 - Wet Onion;
 - Rotten; or
 - Layers of Onion

11. Downtime and Force Majeure

- User may not be able to access or use Praman and/or the Services:
 - a. during planned downtime for upgrades and maintenance to Praman and the Services (of which Praman will use commercially reasonable efforts to notify Users in advance);
 - b. during any unavailability caused by circumstances beyond reasonable control, such as but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Praman's reasonable control (including, without limitation, inability to access the internet), or acts undertaken by third parties, including, without limitation, distributed denial of service attacks ("**Force Majeure Event**"). Each User acknowledges that in the event of Force Majeure Event, Praman and NAFED shall be relieved from respective obligations (or part thereof) as long as the Force Majeure Event hinders the performance of said obligations (or part thereof). Praman will make reasonable efforts to mitigate the effects of the Force Majeure Event.

12. Applicable Law & Dispute Resolution

- The provisions of these Terms of Use shall be governed by and construed in accordance with Indian law. Any dispute relating to these Terms of Use or in respect of any rights, liabilities, and obligations arising out of these Terms of Use shall be resolved between the Parties in an amicable manner by discussions between the senior management team of the Parties. However, if any such disputes stand unresolved, such disputes will be resolved through arbitration through 3 (three) arbitrators out of which 1 (one) arbitrator would be appointed by each of the Parties and the 3rd (third) arbitrator mutually by both the arbitrators as appointed by the Parties. The arbitration proceedings shall be carried out in accordance with the provisions laid down by the Arbitration and Conciliation Act, 1996, and the place of arbitration shall be in Gurgaon, India. The arbitration proceedings shall be conducted in the English language.

13. Limitation of liability

- Praman is only a facilitator and is not and cannot be a party to or have control in any manner any auction, advertisement, exhibition, making available, offer to sell products on Praman, or any transactions of sale or purchase of products executed between the User and NAFED or FPO.
- To the maximum extent mandated by law, Praman will not be liable to the User and/or NAFED and/or FPO for any lost profits or business opportunities, for loss due to the

auctions being held on Praman, loss of use, loss of revenue, loss of goodwill, business interruption, loss of data, or any other indirect, special, incidental or consequential damages under any theory of liability, whether based in contracts, torts, negligence, product liability, or otherwise.

- Praman's liability, if any, arising out of or in connection with these Terms of Use will not exceed the Service Fees paid by the User for the specific auction which gives rise to such cause of action. For any third party claims, other than those related to the auction, the liability of Praman shall not exceed the Service fees paid by the User to Praman in the preceding 1 (one) month from the rise of such cause of action.

14. Indemnification

- NAFED, FPO and the Users shall indemnify, defend and hold Praman harmless from and against any and all indemnifiable losses arising out of, by reason of, in connection with, or as a result any third party claim against Praman regarding any auction that has taken place or is proposed to take place on Praman.

15. Ownership of Intellectual Property Rights

- Ownership of Intellectual Property Rights ("**IPR**"): All rights, title, and interest in and to:
 - a. Documentation;
 - b. Software and Praman's API; and
 - c. all of Praman's patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights in or related to Praman, the Services, and any part of Praman and the Services (collectively, "**IPR**") or any derivatives thereto shall belong to and remain exclusively with Praman. Praman is the owner or the licensee of all IPR on Praman and the Services, and the content or material published on Praman and these Services.
- License to Marks: Each User owns all rights, title, and interest in its product and service names, logos, and registered or unregistered trademarks (collectively, "**Marks**"). User and NAFED hereby grant Praman a limited license to use, reproduce, publish, and distribute Marks to identify a User of Praman and the Services. By way of example, use includes, without limitation, response to bids-Procurement Order, testimonials, app, marketing materials, and press releases/earnings announcements.

16. Confidentiality

- If the User registers, or User is provided with, a user identification code, password, or any other piece of information as part of Our security procedures, User must treat such

information as confidential. The User must not disclose it to any third party. Praman has the right to disable any user identification code/user login or password, whether chosen by the User or allocated by Praman, at any time, if in Praman's reasonable opinion, the User has failed to comply with any of the provisions of the Terms of Use.

- Confidentiality obligations: Each of the User will protect the other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each of the User protects its own Confidential Information, and in any event, no less than reasonable care. Except as otherwise expressly permitted pursuant to the Terms of Use, each of the Parties may use the other's Confidential Information solely to exercise its respective rights and perform its respective obligations under the Terms of Use and shall disclose such Confidential Information solely to those of its respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound in writing to maintain the confidentiality of, and not misuse, such Confidential Information; provided, however, that Praman may use feedback and the User data to provide User reports on User usage/implementation of Praman, or for Praman product development.
- Data Security: Praman will use appropriate technical and organizational measures to protect the Service Data. Praman measures are designed to provide a level of security appropriate to the risk of processing the Service Data. The User understands that Praman and Our Affiliates shall process Service Data in accordance with Applicable Data Protection Law(s).

17. Disclaimer of warranties

- Praman warrants that Praman will perform in all material respects in accordance with the documentation. The third-party services, all server, network components, apps, APIs, and data migration are provided "as is". except as set forth herein, all representations and warranties, including all limited warranties such as any implied warranty of merchantability, fitness, for a particular purpose, or non-infringement, are hereby excluded.
- The User acknowledges that Praman does not warrant that the access to praman, which is provided over internet and various telecommunications networks, all of which are beyond praman's control, will be uninterrupted, timely, secure, error-free or free from viruses or other malicious software.

18. Miscellaneous

- Use of third Parties for Payment Processing: Praman may use a third party service ("**Payment Aggregator**"), to manage payment processing; provided that such service,

Praman is not permitted to store, retain, or use the User payment account information except to process the User payment information for Praman.

- **Entirety:** These Terms of Use, constitute the entire agreement and supersede any and all prior agreements between the Parties relating to the subject matter. Praman may amend these Terms of Use from time to time in which case the new Term of Use will supersede prior versions. The Users are to read these Terms of Use carefully before using Praman and its services.
- **Severability:** If any provision in these Terms of Use is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by applicable law, and the remaining provisions of the Terms of Use shall remain in effect.
- **No Waiver:** Praman's non-exercise of any right under or any provision of these Terms of Use, does not constitute a waiver of that right or provision of the Terms of Use.
- **Relationship of the Parties:** The Parties are independent contractors. These Terms of Use do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.
- These Terms of Use shall be deemed effective for User from the date of registration/sign up through Praman (***as mentioned in Clause 1 of these Terms of Use***) and shall continue till User deactivates User account through Praman the option available at user account settings, or if Praman at its discretion deactivates a User account. Registration Term commences on the start date specified for User on the date of sign up and continues till the deactivation of the User account.
- These Terms of Use may change from time to time, so the Users are requested to check these periodically.
- **Notices:** All notices to be provided by Praman to User under the Terms of Use may be delivered through electronic mail to the E-mail address provided for User Account. Praman and NAFED addresses for a notice are the same as above mentioned.
- **Consent to Electronic Communication:** All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, five (5) business days after being deposited in the mail or with a Courier as permitted above.
- **Anti-Corruption:** The Users agree that neither User, nor any of the Users respective officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on Users behalf, has taken, been offered, or will take any action,

directly or indirectly, in violation of any applicable anti-corruption or anti-bribery laws, in connection with these Term of Use, Praman and the Services provided hereunder, including without limitation any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Praman employees or agents. If the User learns of any violation of the above restriction, the User will use reasonable efforts to promptly notify Praman at legal@praman.ai.

- **Governing Law:** The Terms of Use shall be governed by the laws of India without regard to conflict of laws principles. The User hereby expressly agrees to submit to the exclusive personal jurisdiction of courts at Gurgaon/Gurugram, India, for any claims or dispute relating to the Terms of Use or Users access to or use of Praman.
- **Grievance Officer:** In compliance with Information Technology Act, 2000 and the Rules made thereunder, the Grievance Officer of Praman for the purpose of these Terms of Use shall be Mr. Abhay Shankar with email address: grievances@praman.ai. We may change the aforesaid Grievance Officer from time to time.