

# **AUCTION SCHEDULE**

## **Grade A**

<b>Date</b>	8-12-2021
<b>Estimated Quantity</b>	300 Quintal
<b>Commodity</b>	ONION
<b>Type</b>	GRADE A
<b>Auctioneer</b>	NAFED
<b>Location</b>	Jaykisan Raja FPC, Zadi, Nashik
<b>Time</b>	12:30 - 12:40 hrs

Kindly call on 7058024131 to register for the same  
Prior Registration and EMD deposit is compulsory to participate in the auction  
Auction Platform Link- <http://auctions.praman.ai/>

### **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.

**IN ADDITION TO THE [TERMS](#) AVAILABLE ON PRAMAN FOR USING THE PLATFORM, APP, OR ANY OF PRAMAN'S SERVICES, THESE TERMS OF USE NEED TO BE ADHERED TO FOR EACH AUCTION BEING CONDUCTED ON PRAMAN AND THE USER CONFIRMS THAT THEY HAVE READ THE SAME :**

Praman is registered to and developed by **Intello Labs Private Limited** (hereinafter referred to as "**Praman**" unless the context otherwise requires) having its office at C- 801, Nirvana Courtyard, Gurgaon, Haryana - 122018.

Email address - [info@praman.ai](mailto:info@praman.ai)

**National Agricultural Cooperative Marketing Federation of India Limited. (“NAFED”)** having its office at NAFED House, Siddhartha Enclave Ring Road, Ashram Chowk, New Delhi-110014 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 20000 (Rupees Twenty 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.
- 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.
- If a User defaults 3 (three) times in payment of the final amount after the bid has been accepted, the User shall be prohibited from participating in the auction process.

## **3. Auction**

- The Auction would be conducted on Praman daily from 1200hrs to 1215hrs 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 at or just before the last minute 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.
- Minimum 3 (three) bidders would be required per Auction. If there are less than 3 (three) bidders the auction would be postponed till the minimum bidders available for the auction are more than 2 (two).
- 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.
- Responsibility for the availability of the material and its quality lies with NAFED and any dispute raised for the same would be settled between the User and NAFED only.

## **4. 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 16:00 hrs or as decided by NAFED on the auction day.
- The successful Bidder will be notified of the same via e-mail or SMS or Phone Call.

## 5. Post Auction

- Post-approval from NAFED, the successful bidder would be asked to deposit the full bid amount along with the Service Fees (“Deposit”) mentioned below in **Clause 6 (Service Fee)**, within 24 (Twenty Four) hours of the notification to the successful Bidder. Details for making the Deposit and paying the Service Fees 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.
- Praman will share the Service Fee invoice, and the material invoice will be shared with the successful bid winner by NAFED.
- If the User is not able to make the Deposit within 24 (Twenty Four) hours of the confirmation e-mail or SMS or Phone Call, the EMD will be forfeited by NAFED and 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 within 24 (twenty-four) hours after receiving the successful bid message, the material pick-up address will be provided to the successful bid winner on the Praman App after making the Deposit.
- If the User is not able to collect the material within 24 (twenty-four) hours, NAFED 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, and the Deposit would be forfeited by Praman and NAFED
- 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 7 (Quality Parameter/Inspection of material)** of these Terms of Use.

## 6. 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)	(20000)
Amount Payable (Rs)	82360

### 7. 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.

### 8. 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.

### 9. 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.

## **10. 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.
- To the maximum extent mandated by law, Praman will not be liable to the User and/or NAFED 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.

## **11. Indemnification**

- NAFED 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.

## **12. 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.

### **13. Miscellaneous**

- **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](mailto:grievances@praman.ai). We may change the aforesaid Grievance Officer from time to time.**
- These Terms of Use shall be deemed effective for User from the date of registration/sign up through Praman 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 Users are requested to check these periodically.