

EAUCTION:NATIONALSEEDSCORPORATIONLIMITED



NATIONAL SEEDS CORPORATION LIMITED

A Govt. of India Undertaking – “Mini Ratna” Company

NATIONALSEEDSCORPORATIONLTD.

(AGovt.OfIndiaUndertakingCompany)**Regional**

Office: Secunderabad

E AUCTIONFORSALE OF SEED ASNONSEED

E AUCTION: NATIONAL

SEEDSCORPORATIONLTDDATED:-----

CLOSING AT --HRSIST ON -----

TERMS&CONDITIONSOF E AUCTION

1.INVITATIONFOR BIDS:

NATIONALSEEDSCORPORATIONLTD(AGovernmentofIndiaundertaking-MiniratnaCompany),India,(hereinaftercalledtheSellerandreferredasNSCL) invitesbidsfrominterestedbuyersforsaleofSeedasnon-seedthroughNCDEX eMarketsLtdPlatform/ExchangePlatform<https://market.neml.in>theonline tradingsystemmadeavailablebyNCDEXeMarketsLtd,asperthesalientand detailedterms and conditions prescribedhereunder:-

SalientFeatures

PriceQuote	Rs/Quintal
TickSize	1Re
MinimumQuantity	NA (locationwise LOT)
PriceQuote	Exclusiveoftheapplicabletaxes(GST,MandiCess etc)
EarnestMoney	2.5%ofthequotedquantityatthefloorpricefixedby NSCL.inNeMLAccount(refundabletounsuccessful bidder)Successfulbidderwillberefundedafterfinal settlementoftrade and deductionofservice charges
Paymentofcontractvaluebysuccessfulbidder	20%ofcontractvaluewithin3consecutivebank workingdaysfromthedataofawardingineAuction and80%ofcontractvaluewithinnext7bankworking daysfromdeliveryordergeneration.Thepaymentsto bemadeintotheaccountofNSCL.Iftheamount referredabove,arenotdepositedinthetimeas

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	specified, the balance unpaid amount will attract interest @ of 18% per annum of the delayed period which shall not exceed 15 days over and above admissible period referred above. If the 90% of the value of non-seed is not paid within even the extended period of 15 days, NSCL reserves the rights to forfeit the entire amount deposited by the successful bidder and resale the non-seed at the risk and cost of bidders who has not deposited the amount.
Service charges	0.50% plus applicable taxes of transaction value to be paid by successful bidder, to be recovered from EMD
Floor Price	NSCL may prescribe Disclosed/Undisclosed floor price
Declaration of treated seeds	Successful bidder of treated seeds would be required to submit a declaration on 100 Rs stamp paper duly notarized within 3 days of award of auction that sold seeds would not be used for fodder, food and any other Human/Cattle consumption purpose. (As per Annexure III)
Stock lifting	Staggered lifting permitted; however, no delivery will be made before receiving full payment (excluding EMD) of allotted quantity. The lifting of the non-seed must be completed within 15 working days from the award of auction, if due to certain unavoidable circumstances it is not possible for NSCL to deliver the non-seed within stipulated period, NSCL can enhance the delivery period as may be necessary. The non-seeds sold can be kept in the go-down at the risk of the purchaser for a period of 15 days from the stipulated lifting period (15 days from the award of auction) on payment of go-down rent @ of Rs. 2.0 per qtl., per day which will be charged extra. If the seed is not lifted within the said period, the NSCL reserves the right to forfeit the whole deposit amount along with EMD without prior intimation and resell the non-seed at the buyer's risk and cost and entire loss due to variation in selling price will be recovered from the purchaser along with other incidental charges.
System of auction	If the offered quantity is less than 100 qtls. English auction will be followed whereas for more than 100 qtls., Yankee auction will be followed. In case of English auction, the bidders should quote for entire quantity whereas in case of yankee, the bidders are allowed to quote for part of auctioned quantity. However, all the bidders are allowed to lift the stock at H1 rate only.

2. ITEMS, QUALITY AND QUANTITY:

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These seeds are offered by NSCL on "A **asis where is and No weightment basis**" at the locations as per Annexure -I.

- Bids received for less than the specified quantity for a particular location and items shall not be considered.
- The representative samples can be inspected between 10.00 A.M to 5.30 P.M on all working days at the place where the stocks proposed for sale are available.
- The bidder must check thoroughly the quality of the stocks before participating in the auction.
- Bid quantity mentioned above is only approximate and may vary.

3. PRICE:

NSCL may declare the disclosed/undisclosed floor price of commodities in consultation with NCDEX E Markets Ltd. Price to be quoted in delivered weight and quality basis on, **asis where is and no weightment basis**. Rate should be **inclusive of packing material**. The evaluation and finalization of bids received shall be made on the basis of the highest price quoted by the bidders. Prices are excluding APMC Cess and all expenses, GST (if any).

4. VALIDITY:

The bids of all bidders as at the final close of the E-Auction Session must remain valid up to T end days. Bid would remain invalid in the system unless the bid is knocked off by a better bid or filled at the end of the auction scheduled time as agreed between NCDEX E Markets Ltd & NSCL. NSCL will provide its consent on the auction results within T end days from the date of auction. Subsequent to consent from NSCL, the prices will remain valid till lifting of the stock from winner.

5. PRE-REQUISITES FOR BIDDING THROUGH NCDEX E MARKETS LTD PLATFORM

Bidder referred to in this E-auction notice is any real individual or legal entity who wishes to buy their requirement of Seed as non-seed, through the online auctions on NCDEX E Markets Ltd.

Only the registered members of the NCDEX E Markets Limited 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 Limited on **9481805777/9742492299/+91022-48810555** or alternatively email **askus@neml.in** for any clarifications regarding membership & terms and condition of E-Auction.

6. EMD & Deposit:

- a. An amount equivalent to 2.5% of the bid amount shall be deposited by the bidder in respective settlement account provided by NCDEXe Markets Ltd, before placing any bid.
- b. The bidder/member should intimate NCDEXe Markets Limited for the transfer of funds through CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 022-48810555)
- c. The bidders shall be allowed by NCDEXe Markets Ltd to bid only if the requisite EMD amount is available in respective settlement account of NCDEXe Markets Ltd. The amount deposited as EMD would determine the bidding capacity of the bidder.
- d. Only the EMD of the highest bidder would be blocked by NCDEXe 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), will be returned by NCDEXe Markets Ltd on the withdrawal request made by the bidder through CS Tracker module.

7. ONLINE BIDDING/E-AUCTION SESSION DETAILS:

- a. E-Auction schedule will be prepared on periodic basis. The quantity, frequency of scheduling of e-auction will be published by NSCL as per the requirement
- b. 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 end time. There shall be maximum 3 such extensions.
- c. The bidders shall place their bids online on NCDEXe Markets Ltd Platform <https://market.neml.in>, the online trading system made available by NCDEXe Markets Ltd as per the terms and conditions of the EAuctions such as the minimum quantity for putting the bids, required EMD deposit etc.
- d. The Bidder to quote in **Indian Rupees/ Quintal** for each item on offer.
- e. NSCL may specify a floor price below which no bid shall be accepted by NCDEXe Markets Ltd Platform
- f. The incremental tick size shall be Rs. 1 (One Rupee)/qtl.
- g. During an auction session, a bidder may modify their bid upward to an incremental value more than the highest bid
- h. No cancellation of bid shall be allowed during an auction session.
- i. The final results of the Auction as declared by NCDEXe Markets Ltd in consultation with NSCL 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 Bid Bond

j. 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 NCDEXe 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.

8. INTERNET CONNECTIVITY

The Seller 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 NCDEXe Markets Ltd Platform/Exchange Platform <https://market.neml.in>. For any reason whatsoever, in case the scheduled e-auction does not get complete as intended, NeML in consultation with NSCL may re-schedule the e-auction on a different date and time.

9. DOCUMENTS CONSTITUTING CONTRACT:

The Invitation of Bids, the terms and conditions of the E Auction, Bid of the successful bidder on NCDEXe Markets Ltd Platform, Letter of Acceptance issued by the Seller 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 Seller and Buyer.

10. TRANSACTION CHARGES:

NCDEXe Market Ltd will charge transaction charge of 0.50% (Service Tax Extra) of the actual sale value, which NeML will deduct from the EMD deposited by the buyer after the settlement of goods.

11. PAYMENT AND LIFTING OF THE STOCKS:

- a. The Buyer will be required to pay 20% of contract value within 3 consecutive bank working days from the date of awarding e Auction, remaining 80% within next 7 bank working days from delivery order generation. The payments need to be made into the account of NSCL by way of Direct Transfer/RTGS in the Account having details in Annexure II.
N o delivery will be made before receiving full payment of auctioned quantity.
- b. **The seller shall issue lifting order for allotted quantity. The Seller's responsibility shall cease once the goods leave the warehouse premises and no claim from the Buyer will be entertained thereafter.**
- c. The non-seed stock will be released to the successful bidder on "asis where is basis and no weightment basis by removing tags and labels and defacing the container/bags, in case of with bag auction/tender.
- d. Staggered lifting permitted, however no delivery will be made before receiving full payment (excluding EMD) of allotted quantity. The lifting of

thenon-seedmustbecompletedwithin15daysfromtheawardofe auction,ifduetocertainunavoidablecircumstancesitisnotpossiblefor NSCLtodeliverthenon-seedwithinstipulatedperiod,NSCLcanenhance thedeliveryperiodasmaybenecessary.Thenon-seedsoldcanbekept inthegodownattheriskofthepurchaserforaperiodof15daysfromthe stipulatedliftingperiod (15daysfromtheawardofeauction)onpayment ofgodownrent@ofRs. 2.0perQtls.,perdaywhichwillbecharged extra.Ifthenon-seedisnotliftedwithinthesaidperiod,theNSCL reservetherighttoforfeitthewholedepositamountalongwithEMD withoutpriorintimationandresellthenon-seedatthebuyersriskand costandentirelossduetovariationinsellingpricewillberecoveredfrom the purchaseralong with otherincidentalcharges.

e.The loading andWeighmentcharges are to be borne bythe Buyer.

f.IntheeventofthefailurebytheSellertodelivertheauctionedSeedas non- seedwithinthestipulatedtimeincludingtheenhancedperiodforthe BuyertotakethephysicaldeliveryofthesamedespitetheBuyer approachingforlifting,NCDEXeMarketsLtdshallrefundtheamountto the Buyerandthe transactionshallstandcancelled.

12. FORCE MAJEURE:

Shouldanyoftheforcemajeurecircumstances,namelyactofGod,natural calamity,fire,GovernmentofIndiaPolicy,restrictions(excludinganystock limits),strikesorlock-outsbyworkmen,war,militaryoperationsofanynature andblockadespreventingtheSeller/Buyerfromwhollyorpartiallycarryingout theircontractualobligations,theperiodstipulatedfortheperformanceofthe Contractshallbeextendedforaslongastheseircumstancesprevail,provided that,intheeventofthesecircumstancescontinuingformorethantwomonths, eitherpartyshallhavetherighttorefusetofulfillitscontractualobligations withouttitletoindemnificationofanylossesitmaytherebysustain.Theparty unabletocarryoutitscontractualobligationsshallimmediatelyadviseotheother partyofthecomencementandtheterminationofthecircumstances preventingtheperformanceofthecontract.Acertificateissuedbythe respectiveChamberofCommerceshallbesufficientproofoftheexistenceand durationofsuchcircumstances.

13. ResolutionofDisputes:

13.1Incaseofanydisputesrelatingtosaleincludingtheinterpretationofany oftheClause/Clausesofthetender,themattershallbereferredtoChairman NSCLfor resolutionof dispute.

13.2Incaseofanydisputesremainresolvedoranypartyisdissatisfiedwiththe decisiontakenbytheChairman,themattershallbereferredtoasolearbitrator

tobeappointedbytheCMDofNSCLatitssoleandabsolutediscretion.The arbitrationshallbeheldinNewDelhiandthedecisionofthe arbitratorshallbe finalandbindingonbothpartiestothe arbitration.The arbitrationwillbe conductedinaccordancewithArbitrationandConciliationAct,1996alongwith its amendments fromto time.

13.3 Courts situated in New Delhi to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

13.4 NeML shall not be responsible for any dispute arising between the buyer and seller relating to contract not herein mentioned above or anything related thereto. Both Buyer and Seller agree and acknowledge that NeML shall not be made a party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller except NeML gross negligence or willful misconduct. NeML is merely providing an electronic trading platform for the purpose of facilitation of trade and both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of NeML being a party to any dispute between buyer and seller.

14. CORRUPT PRACTICES:

In case of any bribe, commission, advantages offered or promised by or on behalf of the Buyer to any officer/employee/servant of the NSCL then such Buyer shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Buyer or on his behalf at any stage of tender process or while taking delivery will be treated as a violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted for a minimum period of 3 years.

Annexure-I

S. No.	Unit/location	Crop	Quantity (qtls)
1	NSC Warangal	Dhaincha	65.30
2	NSC Warangal	Moong	468.08
3	NSC Lalaguda	Maize	113.33
4	NSC Lalaguda	Soyabean	82.08
5	NSC Lalaguda	Paddy	21.52
6	NSC Lalaguda	Sun Flower	5.43
7	NSC Lalaguda	Ragi	60.71
8	NSC Lalaguda	French Bean	16.55
9	NSC Lalaguda	Coriander	194.78
10	NSC Lalaguda	Chilli	0.63
11	NSC Lalaguda	Sorghum	31.88
12	NSC Lalaguda	Bajra	65.60
13	NSC Lalaguda	Bhindi	21.60
14	NSC Lalaguda	Bottle Gourd	1.80
15	NSC Lalaguda	Jowar	9.22
16	NSC Lalaguda	Safflower	0.19
17	NSC Lalaguda	Tomato	2.40
		Grand Total	1161.10

* NSC reserves right to make any alteration /modification in the tender&cancel the tender at any stage without assigning any reason.

The Regional Manager NSC reserves the right to include or exclude any quantity of any produce/ non seed before the commencement of the E-auction.

* The tender is strictly invited “AS IS WHERE IS AND NO WEIGHTMENT BASIS.

* Party may contact or visit for inspection to Concerned area offices before applying tender. **If applied without inspection, objection if any will not be entertained.** Contactperson :-

Area Manager Lalaguda:-+91-9949996843

Area Manager Warangal:- +91-9949996845

General terms & condition:-

Eligibility Criteria:

Any traders having valid Grain/ Oil Seeds Merchants Licence/ GST Number.

AWARD OF CONTRACT:

The technical bid will open first and based on the purchase/sale committee will scrutinize the bid submitted and evolve the successful bidder for financial bid. Purchase/sale committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.

Notification of award:

Prior to the expiration of the period of bid validity Selection Committee will place a firm order or notify the successful Bidder in writing.

Cancellation of Work order:

NSC reserves the right to cancel the contract at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm

Annexure-II

NATIONALSEEDSCORPORATIONLTD, BankAccountNumber				
OFFICENAME	BankName	Account Number	Branch Name	IFSC Code
National seeds Corporation Limited	SBI	32897527652	Malkajgiri (West)	SBIN0020822

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Annexure-III

(To be submitted by successful bidder in duly notarized Rs.100 non
judicial stamp paper)

DECLARATION

I/We hereby declare that the Non-seed as mentioned in the
auction form will not be used for food, feed and agriculture purpose or any other
livestock consumption. It is also declared that Condemned/Non seed stock for
which rates offered will not be utilized for seed purpose and I agree to all the terms &
conditions of auction signed by me.

Signature-----

Name in Full-----

Address-----

Mobile No.-----

Stamp-----

Dated:-----

DECLARATION

I /We (Name..... Designation.....and Address.....)
hereby declaring that my firm/Company has not been black-listed by any of the Govt.
Department/ Organization /PSUs /Institution etc, where I /We had provided the Storage
during the last years and no arbitration case pending in NSC .

Above information is true to our knowledge and belief.

Signature of Tenderer :

Name:-

Address

Phone No

Email:

Date: _____

Stamp