

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

NATIONAL SEEDS CORPORATION LTD,

(A Govt. Of India Undertaking- Miniratna Company)

Regional Office: Bangalore

E AUCTION FOR SALE OF SEED AS NON SEED

NO. QC 3(5)/NSC-BNG/2020-21 DATED: 28.07.2020

OPENING ON 28.07.2020

CLOSING AT 13.00 HRS IST ON 12.08.2020

TERMS & CONDITIONS OF E AUCTION

1. INVITATION FOR BIDS:

NATIONAL SEEDS CORPORATION LTD(A Government of India undertaking- Miniratna Company), India, (hereinafter called the Seller and referred as NSCL) invites bids from interested buyers for sale of Seed as non seed through NCDEX e Markets Ltd Platform/Exchange Platform <https://market.neml.in> the online trading system made available by NCDEX e Markets Ltd, as per the salient and detailed terms and conditions prescribed hereunder: -

Salient Features

Price Quote	Rs/Bag of 60 kg weight
Tick Size	1 Re
Minimum Quantity	NA (location wise LOT)
Price Quote	Exclusive of the applicable taxes (GST, Mandi Cess etc)
Earnest Money	2.5% of the quoted value in NeML Account (refundable to unsuccessful bidder) Successful bidder will be refunded after final settlement of trade and deduction of service charges
Payment of contract value by successful bidder	20% of contract value within 3 consecutive bank working days from the date of awarding in e Auction and 80% of contract value within next 7 bank working days from delivery order generation. The payments to be made into the account of NSCL. If the amount referred above, are not deposited in the time as 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.

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Service charges	0.50% plus applicable taxes of transaction value to be paid by successful bidder, would be recovered from EMD
Floor Price	NSCL may prescribe Disclosed/Undisclosed floor price
Declarations 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 15working days from the award of e 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-seed sold can be kept in the go-down at the risk of the purchaser for a period of 15days from the stipulated lifting period (15days from the award of e auction) on payment of go-down rent @ of Rs.0.50 per qtl., per day which will be charged extra. If the non-seed is not lifted within the said period, the NSCL reserve 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 1000.00 qtls. English auction will be followed whereas for more than 1000.00 qtls., Yankee auction will be followed. In case of English auction, the bidders should quote for entire quantity where as 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:

The seeds are offered by NSCL on "**as is where is basis**" at the locations as per Annexure-I.

- Bids received for less than the specified quantity for a particular location and item shall not be considered.
- The representative samples can be inspected between 10.00A.M to 5.30P.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 e auction.
- Bid quantity mentioned above is only approximate and may vary.

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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 per bag of 60kgs 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. 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 Ten days .Bid would remain valid in the system unless the bid is knocked off by better bid or filled at the end of the auction schedule time as agreed between NCDEX e Markets Ltd & NSCL. NSCL will provide its consent on the e-auction results within Ten 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 **9742492299/9481805777/+91 022-48810555** or alternatively email **askus@nemi.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 NCDEX e Markets Ltd, before placing any bid.
- b. The bidder/member should intimate NCDEX e Markets Limited for the transfer of funds through CS Tracker Module- <https://cst.nemi.in> in the prescribed manner (Contact Customer Service Group on +91 022-48810555)
- c. The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in respective settlement account of NCDEX e 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 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), will be returned by NCDEX e Markets Ltd on the withdrawal request made by the bidder through CS Tracker module.

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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 schedule auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction end time. There shall be maximum 3 such extensions.
- c. 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 E Auction such as the minimum quantity for putting the bids, required EMD deposit etc.
- d. The Bidders to quote in **Indian Rupees/ Bag of 60 kg** for each item on offer.
- e. NSCL may specify a floor price below which no bids shall be accepted by NCDEX e 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 upwards to an incremental value more than the highest bid
- h. No cancellation of bids shall be allowed during an auction session.
- i. The final results of the Auction as declared by NCDEX e 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 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.

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 NCDEX e 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 NCDEX e 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.

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10. TRANSACTION CHARGES:

NCDEX e 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. **No delivery will be made before receiving full payment of auctioned quantity.**
- b. The seller shall issue delivery order and arrange for weighing equal to the auctioned 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 "as is where is basis" by removing tags, labels and defacing the container/bags, in case of with bag auction/tender, otherwise the arrangement for gunny bag/packing materials will also have to be made by buyers/party. Bidder can also lift the stock with NSCL packing material of NSCL by making payment as fixed by NSCL
- d. 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 days from the award of e 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-seed sold can be kept in the godown at the risk of the purchaser for a period of 15 days from the stipulated lifting period (15 days from the award of e auction) on payment of godown rent @ of Rs.0.50 per qtls. per day which will be charged extra. If the non-seed is not lifted within the said period, the NSCL reserve the right to forfeit the whole deposit amount along with EMD without prior intimation and resell the non-seed at the buyers risk and cost and entire loss due to variation in selling price will be recovered from the purchaser along with other incidental charges.
- e. The loading and Weighment charges are to be borne by the Buyer.
- f. In the event of the failure by the Seller to deliver the auctioned Seed as non-seed within the stipulated time including the enhanced period for the Buyer to take the physical delivery of the same despite the Buyer approaching for lifting, NCDEX e Markets Ltd shall refund the amount to the Buyer and the transaction shall stand cancelled.

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12. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature 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.

13. Resolution of Disputes:

13.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Chairman NSCL for resolution of dispute.

13.2 In case of any disputes remain resolved or any party is dissatisfied with the decision taken by the Chairman, the matter shall be referred to a sole arbitrator to be appointed by the CMD of NSCL at its sole and absolute discretion. The arbitration shall be held in New Delhi 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 to time.

13.3 Court situated 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 contract note herein mentioned above or anything related thereto. Both Buyer and Seller agree and acknowledge that NeML shall not be made 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 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 Buyers to any officer/ employee/ servant of the NSCL then such Buyers 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 violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted for a minimum period of 3 years.

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Annexure-I

S. No	Unit	Crop	Location	No. of bags of 60kg weight	Remarks
1	Chikkaballapura	Maize/AT/TL	NSC Godown, Hebbala	3004	Instruction to H1 bidders, loading of the truck can be allowed before 9 A.M due to narrow space for the truck movement.
		Maize/AT/TL	YNG Godown, APMC yard Chikkaballapura	1166	-

NOTE: The seeds subjected for sale are substandard and there could be variations in quantity of each bag. The delivery will be based on bags which have unit bags of 60kg. The seed subjected for sale is 'as is where is basis'. Therefore the bidders are to quote the rates per bag of 60kgs by considering these aspects. No complaint about quality of seed or shortage of quantity is entertained.

Contact Details of Area Manager:

1) Chikkaballapura : Ms. Usha B. R 9844916586

Annexure-II

NATIONAL SEEDS CORPORATION LTD, Bank Account Number				
OFFICE NAME	Bank Name	Account Number	Branch Name	IFSC Code
National seeds Corporation Limited	State Bank of India	32919591232	Hebbal	SBIN0001316

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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 e auction form will not be used for food, feed, agriculture purpose, livestock consumption and any other wrong purpose. It is also declare 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:-----