

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

NATIONAL SEEDS CORPORATION LIMITED

(A Govt. Of India Undertaking-Miniratna Company)

**E-AUCTION FOR SALE OF JUTE, HDPE & NON-WOVEN BAG AS CONDEMNED BAG AND SCRAP
MATERIAL PLASTIC & WOODEN PALLETS**

E-AUCTION

NATIONAL SEEDS CORPORATION LIMITED

Regional Office: Pune

DATED: 29-12-2020

CLOSING AT 13:30 HRS IST ON 19-01-2021

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 Jute, HDPE & Non-woven bag as condemned bag and scrap material plastic & wooden pallets 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
Tick Size	1 Re
Minimum Quantity	NA (location wise LOT)
Price Quote	Exclusive of the applicable taxes (GST, mandi tax etc)
Earnest Money	2.5 % of the quoted value in NeML Account (refundable to unsuccessful bidder) Successful bidder will however be refunded after final settlement of trade and deduction of service charges etc.
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.
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 bags	Successful bidder of Jute, HDPE & Non-woven Bags would be

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	required to submit a declaration on Non-Judicial stamp paper of Rs.100 duly notarized within 3 days of award of auction that Jute, HDPE & Non-woven Bags as mentioned in the Tender Form will not be used for packing of any kind of seed or any grain or any material. It is also declare that Condemned / bags Stock for which rates offered will not be utilized.(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 bags and scrap materials must be completed within 15 working days from the award of e auction, if due to certain unavoidable circumstances it is not possible for NSCL to deliver the bags and scrap materials within stipulated period, NSCL can enhance the delivery period as may be necessary. The bags and scrap materials sold can be kept in the godown 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 godown rent @ of Rs.0.50 per qtl., per day which will be charged extra. If the bags and scrap materials 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 bags and scrap materials 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.
System of auction	If the offered quantity is less than 1000qtls.English auction will be followed whereas for more than 1000qtls. 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 bags and scrap materials are offered by NSCL on “**as is where is basis**” at the locations as per Annexure-I-A & Annexure-I-B .

- 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.

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 ‘**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 03 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

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consent on the e-auction results within 3 working days from the next day 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 **+91-9561883136 / 9096030742** or **022-66473154/66473153** 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 with NCDEX e Markets Ltd, before placing any bid, in the Common Exchange EMD account having following details

NCDEX e Markets Ltd., Bank Account Number			
Bank Name	Account Number	Branch Name	IFSC Code
HDFC Bank	00990690013043	Fort Branch, Mumbai	HDFC0000060
Axis Bank	004010202176811	Fort Branch, Mumbai	UTIB0000004

For the E- Auction by way of:

- Demand Draft/Pay Order in the name of NCDEX e Markets Ltd, payable at Mumbai
 - RTGS/NEFT Transfer
 - Direct Deposit/Transfer
- b. The bidder/member should intimate NCDEX e Markets Limited for the transfer of funds through CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on +91 022-66473153/54)
- c. The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the Common Exchange EMD 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 latest by seven (7) days from the date of close of the E Auction.

7. ONLINE BIDDING/E-AUCTION SESSION DETAILS:

- a. The Auction Session will open on one particular day/date as decided between NCDEX e Markets Ltd & NSCL.
- 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

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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** 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.

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 bank account of NSCL by way of Direct Transfer/RTGS in the bank 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 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.
- 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 bags and scrap materials within stipulated period, NSCL can enhance the delivery period

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as may be necessary. The bags and scrap materials 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 bags and scrap materials 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 bags and scrap materials 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 Jute, HDPE & Non-woven bag as condemned bag and scrap material plastic & wooden pallets 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 EMD amount to the Buyer and the transaction shall stand cancelled.

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 any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under the provision, the Chairman cum Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction.

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

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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.

Annexure – I-A

Details of auctionable Condemn Jute, HDPE, Non-woven Bags and scrap materials				
S. No.	Sub-Unit	Crop	Variety	Qty. in No.
2	National Seeds Corporation Ltd Plot No. X-24, MIDC, Behind Maitreys Hotel, Jalgaon – 425001 Tel. 0257 – 2210744 Mob.9960700704	Jute Bag	40 Kgs size(NSC printed)	10853
			20 Kgs size(NSC printed)	4550
			10 Kgs size(NSC printed)	6000
		HDPE Bag	100 Kgs size(NSC printed)	5273
			30 Kgs size(NSC printed)	78017
			20 Kgs size(NSC printed)	43400
3	National Seeds Corporation Ltd Plot No. F-8/2, MIDC Area Naregaon Road, Chikhalthana, Aurangabad – 431210 Tel. 0240 – 2483278 Mob.9960700703	Non-Woven Bag	04 Kgs size (NSC printed)	1650
		Non-Woven Bag	03 Kgs size (NSC printed)	10908
		Non-Woven Bag	02 Kgs size (NSC printed)	26864
4	National Seeds Corporation Ltd. A-78, MIDC, Near Hanuman Dal Mil, Amravatai-444 605 Tel. 0721 – 2521751 Mob. 9960700701	Jute Bag	10 Kgs size(NSC printed)	7035
		Non-Woven Bag	02 Kgs size (NSC printed)	10167

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Annexure – I-B

Details of auctionable scrap materials				
S. No.	Sub-Unit	Crop	Qty.	Remarks
	National Seeds Corporation Ltd Plot No. X-24, MIDC, Behind Maitreys Hotel, Jalgaon – 425001 Tel. 0257 – 2210744 Mob.9960700704	Fumigation Cover	9	
		Plastic pallets	497	Approx weight 6710 Kg. weight may increase or decrease at time of delivery.
		Wooden pallets	250	As and where basis
3	National Seeds Corporation Ltd Plot No. F-8/2, MIDC Area Naregaon Road, Chikhalthana, Aurangabad – 431210 Tel. 0240 – 2483278 Mob.9960700703	Fumigation Cover	21	
		Steel pallets and angle	248	Approx weight 2500 Kg. weight may increase or decrease at time of delivery.
		Wooden pallets	125	Approx weight 2950 Kg. weight may increase or decrease at time of delivery.
4	National Seeds Corporation Ltd. A-78, MIDC, Near Hanuman Dal Mil, Amravatai-444 605 Tel. 0721 – 2521751 Mob. 9960700701	Iron Pallets	29	Approx weight 800 Kg. weight may increase or decrease at time of delivery.
		Wooden pallets	110	Approx weight 2900 Kg. weight may increase or decrease at time of delivery.
		Plastic pallets	30	Approx weight 480 Kg. weight may increase or decrease at time of delivery.

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Annexure-II

NATIONAL SEEDS CORPORATION LIMITED, Bank Account Number				
Office Name	Bank Name	Account Name/ Account Number	Branch Name	IFSC Code
National Seeds Corporation Limited, Regional Office, Pune	State Bank of India	National Seeds Corporation Ltd. A/C No. -32919549520	Market Yard, Pune.	SBIN0006117

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Annexure -III

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

DECLARATION

I/We hereby declare that the bags as mentioned in the Tender Form will not be used for packing of any kind of seed or any grain or any material. It is also declare that Condemned / bags 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: _____