

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

E AUCTION: NATIONAL SEEDS CORPORATION LTD DATED: 1.12.2022

CLOSING AT 13.00 HRS IST ON 05.12.2022

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/Quintal |
| 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 0.59% (TC 0.5% plus 18% GST) & TDS u/s 194-O under Income tax Act, 1961 on account of NSCL |
| Payment of contract value by successful bidder | 20% of contract value within 3 consecutive bank working days from the date of awarding (excluding the date of sale confirmation) 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 80 % of the trade value of non-seed is not paid within even the extended period of |

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

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| | <p>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.</p> <p>TDS (@1%) u/s 194-O deducted from bidders account by NeML, then bidders needs to adjust such TDS deducted and need to pay balance amount to NSCL while depositing 80% (In Total Buyer need to deposit 99% amount).</p> |
| Service charges | <p>0.50% plus applicable taxes of transaction value to be paid by successful bidder, would be recovered from EMD. As per the Income tax laws, TDS (Tax deducted at source) is applicable on the charges levied by NeML as per the limits defined in the Income tax Act, 1961. In this regard, all the bidders are requested to note that appropriate reimbursements of the same will be provided by NeML on receipt of TDS certificates.</p> |
| TDS u/s 194-O | <p>NSCL RO/Farms/HO will inform NeML while issuing the NOC that 99% of the actual trade value has been received from the bidder/buyer. NeML will deduct the TDS @1% (From 01-04-2021 onwards) when bidder will submit the 20% and balance 80% to NSCL of trade value from buyer EMD on account of NSCL TDS u/s 194-O.</p> |
| TCS u/s 206C(1H) | <p>TCS u/s 206C(1H) will be applicable @ 0.1% of invoice value raised by NSCL.</p> <p>Buyer needs to deposit such TCS in NSCL account while depositing the contract value. (Only Applicable if buyer is doing trade with NSCL more than 50 lakhs in a financial year)</p> |
| Floor Price | <p>NSCL may prescribe Disclosed/Undisclosed floor price</p> |
| Declarations of treated seeds | <p>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)</p> |
| Stock lifting | <p>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 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 15 days from the stipulated lifting period (15 days 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</p> |

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

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| | 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.

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 (*delivered weight is inclusive of packing material*) 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

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

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/ 9741693964 /+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.

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.nemi.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.

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

- d. The Bidders to quote in **Indian Rupees/Quintal** 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:

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

- 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(excluding the date of sale confirmation), remaining 80% of contract value plus TCS u/s 206C(1H) and adjustment of TDS u/s 194-O 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 counting the bag 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(excluding the date of sale confirmation), 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 15days 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 counting charges are to be borne by the Buyer.
- f. In the event of the failure by the Seller to deliver the auctioned Seed for the auctioned warehouse 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.
- g. At the time of actual delivery of stock to successful buyer, there may be a variation in bargained quantity on account of storage gain/loss. The quantity of stock accrued on account of storage gain (upto 5% of the bargained quantity) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes within 02 working days from the next working day of communication of storage gain by NSCL. In case of

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

shortages, NSCL is not bound to replenish the deficient quantity, in such event NSCL will refund the balance amount to the buyer without interest.

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 dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion.

13.2 In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and conciliation Act, 1996 as amended from time to time. Under this 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 in English Language.

13.3 The court Delhi 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

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

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.

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

Annexure-I

Detail of auction able NON seeds

Annexure-I

Detail of auction able NON seeds

| S.No | Name of Area Office & Area Manager Contact Number | Crop / Variety | Qty. Proposed for sale as nonseed (qtls.) | Storage Location |
|-------------|--|-----------------------|--|-------------------------|
| 1 | Haveri / Sadashivayya Hiremath 9902300468 | Jowar/M 35 -1 | 648 | NSC, Haveri |

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

Annexure-II

| NATIONAL SEEDS CORPORATION LTD, Bank Account Number | | | | |
|--|---------------------|-----------------------|--------------------|------------------|
| OFFICE NAME | Bank Name | Account Number | Branch Name | IFSC Code |
| Haveri | State Bank of India | 10531302210 | Haveri | SBIN0001825 |

E AUCTION: NATIONAL SEEDS CORPORATION LIMITED

Annexure -III

(To be submitted by successful bidder in duly notarized Rs.200 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: -----