



**PROCEDURE OF REGISTRATION FOR PARTICIPATING IN
E-AUCTION OF COTTON SEED**

1. The Buyers who are interested to participate in the E-Auction for sale of cotton seeds by MSCCGMFL, has to register itself with any of the Regional Office (Nagpur / Aurangabad)/ Head Office, NAGPUR of the MSCCGMFL. Registration Form is placed at Annexure 1.
2. Interested Buyers, participating in this E-Auction must get themselves registered with the Regional Office (Nagpur / Aurangabad)/ Head Office, NAGPUR at least Five days prior to start of E-Auction.
3. After getting registered with the Regional Office (Nagpur / Aurangabad)/ Head Office, NAGPUR, the Buyer has to obtain Digital Signature (Class 2) from the authorized agency. This digital signature will need to be installed on the computer from where the Buyer will participate in the E- Auction. This digital signature will need to be used during bid submission step in the E-Auction system. MSCCGMFL and _____Ltd., will not be liable for any unauthorized use of login credentials and/or digital signature.
4. The _____Ltd. shall provide one Login credential to each participant of E-Auction.
5. As and when cotton seeds are required to be sold by the Regional Office (Nagpur / Aurangabad), the auction notice will be displayed on the website of the MSCCGMFL.
6. The Buyers shall give their quotes through E-Auction at pre-determined time. In case any bid is received in the last 3 minutes of the auction period, then the time limit will automatically get extended by 5 minutes. The bid submission time may again be extended automatically in case any bid is received during such extended period. However, the bidding process will not go beyond 15 minutes from the initial auction ending time.
7. Software & hardware requirements are JRE 1.6 & above, IE 9 & above/Chrome/Firefox 3.0 & above, Core 2 duo & above, Ram 1 GB & above, Internet speed 512 & above notwithstanding the above mentioned, the bidders must check the compatibility of their local machines and related environment during the mock/training sessions conducted by E-Auction agency.

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**REGISTRATION FORM****(For Sale of Cotton seeds through E-Auction)**

- 1) Name of the Buyer : -----
 i) Complete Postal Address : -----

 ii) Name of the contact person : -----
 iii) Telephone/ Mobile No. : -----
 iv) Fax No. : -----
 v) E-mail : -----

2) Type of Buyer: Crusher/Oil Mill/Broker : -----

- i) Whether Proprietorship, Partnership firm : -----
 or Public/ Private Ltd. Company
 ii) Mill/Company Registration No./ Date : -----

3) Details of Proprietor/ Partners/ Directors

- i) Name of Proprietor/ Partners/ : -----
 Directors
 ii) Complete Postal Address : -----

 iii) Telephone/ Mobile No. : -----
 iv) Fax No. : -----
 v) E-mail : -----

4) Annual Turnover of Last three years :

Financial year	Turnover (Rs.in Crores)
2015-16	
2014-15	
2013-14	

5) Period of operation in cotton seed trade : -----

6) VAT/ CST, TIN No : -----

7) PAN of the Buyer : -----

- 8) Name and address of the Bankers : -----

- 9) Any other details you wish to mention : -----

10) Please attach copy of the following :

- i) Registration No.
- ii) VAT /CST, TIN
- iii) PAN
- iv) Copy of Annual Accounts for last three Financial years
- v) Partnership Deed/ Memorandum and Articles of Association
- vi) Self declaration that the buyer is not banned/restricted business dealing with any Govt./PSU/Institution

11) Eligibility Criteria for Registration:

- i) Buyers will have to pay Refundable Security Deposit of Rs. 2,00,000/- (Rupees Two Lakhs) only by way of Demand Draft or Pay Order of any Scheduled Bank drawn in favour of " The Maharashtra State Co-op. Cotton Grower's Marketing Federation Ltd.", payable at Nagpur / Aurangabad (As the case may be) or by means of Electronic Fund Transfer in Bank Account of Cotton Federation in Nagpur / Aurangabad. The Region wise detail of Bank Accounts is as under:

Nagpur Region :- HDFC Bank, Manish Nagar Branch, Manish Nagar, Nagpur-440027,
Account No. 50200015760682 RTGS Code HDFC000(Zero)3632

Aurangabad Region :- Bank of India, Aurangabad Branch, Aurangabad-431005 , Account
No. 068020110000387, RTGS Code BKID0000(Zero)680.

a) Draft No : _____ Date : _____ Amount : _____

Bank's Name _____

b) Details of RTGS-----

MSCCGMFL shall give credit for interest @8% per annum from the date of realization subject to the condition that at least 6 months of registration has been completed. This credit on refundable security deposit will be given on 31st March every year or on the date of refund whichever is earlier.

- ii) MSCCGMFL reserves the right to accept or reject any application.
- iii) MSCCGMFL reserves the right to Cancel the Registration of any Buyer.
- iv) Mere Registration does not guarantee of the business.

DECLARATION

I/We_____Proprietor/ Partner/ Director hereby declare that the information given above is true and correct to the best of my knowledge. I/We have carefully read and understood all the terms and conditions for sale of cotton seed through E-Auction by the **MSCCGMFL** and shall abide by the same.

Signature of the Authorized Signatory

Date:_____

Address & Seal

Place:_____

Note:

The Registration form duly filled-in on the letterhead of the Crusher/Oil Mill/Trader alongwith the required Security Deposit & documents as per clause no. 10 & 11 above, **addressed to General Manager, to be submitted to MSCCGMFL Offices at Nagpur and Aurangabad Region, on following addresses;**

Nagpur Region:- The Maharashtra State Co-op. Cotton Grower's Marketing Federation Ltd. "Cotton Complex" 3rd Floor, Ajani Square, Wardha Rd., NAGPUR- 440 015.

Aurangabad Region:- The Maharashtra State Co-op. Cotton Grower's Marketing Federation Ltd. CIDCO, N-5, Plot No. F-25, Shree Nagar, New Aurangabad-431003.



The Maharashtra State Co-op. Cotton Growers' Marketing Federation Limited

Cotton complex, Ajani Square, Wardha Road, Nagpur-440 015.

Telephone : (0712) 2226624/2230358,

Fax : 0712 - 2230217

E-Mail:- cotfedho@gmail.com

Visit us at www.mahacot.com.

TERMS AND CONDITIONS FOR SALE OF COTTON SEEDS BY
MSCCGMFL THROUGH e-AUCTION

- 1) The quotes received from H-1 bidder will be placed before the Purchase & Sales Committee and the decision on the bid will be conveyed to the H-1 bidder on the same day through email/fax. The bid once made in e-auction will not be cancelled and shall be binding on the Bidder, therefore, the Buyers should take all precautions for bidding carefully particularly the bid rate. No change in variety/grade will be accepted from the bidder once the bid is made in e-auction.
- 2) **Deposit:** After confirmation of sale of cotton seed, the buyer shall deposit within 5 days a minimum amount equivalent to 20 % of value of contract. No interest shall be payable on above deposit and the same will be adjusted at the time of last delivery under this contract. Buyers failure to deposit advance value of the contracted cotton seed within the stipulated time shall make the contract liable for cancellation at the option of the Seller.
- 3) **Delivery:** To be lifted from _____ G&P factory/ Centre within 5/7 days from the date of intimation regarding the readiness of cotton seed for delivery as stated further in Clause 10 (Free Period). If seed is sold on ready basis, there will be no further intimation and the buyer will be required to lift contracted quantity of seed within grace period from the date of sale itself.
- 4) **Brokerage:** Where the Buyer requests to include the name of its Broker in the sale then Rs. _____ per quintal will be added to the sale price of the buyer as per the existing brokerage rate of concerned branch. The MSCCGMFL will pay brokerage after successful performance of the contract.
- 5) **Payment:** Full payment before delivery by bank demand draft/ pay order of any scheduled bank or pay slip in favour of The MSCCGMFL payable at Nagpur / Aurangabad. In case of local cheque, the delivery will be given only after realization of the cheque. No outstation cheque shall be accepted.
- 6) **Quality:** The buyer can inspect the quality of cotton seed/ seed cotton before bidding. No quality dispute of any nature will be entertained, once the sale is concluded.
- 7) **Weightment:** 100 % weightment before delivery.
- 8) **Sales Tax:** Any state/ central sales tax, any VAT, levies, charges etc of any kind shall be on buyers account for which the buyer shall be solely liable. The buyer registered under relevant S.T Act shall furnish necessary 'C' form/ declaration form within the stipulated time. Failure to submit 'C' form/ declaration form shall entitle the seller to recover additional tax as per Act from the buyer. Till such time the 'C' forms/ declaration forms are received from the buyers, 2%/3% (as the case may be) amount out of the deposit received from the buyers will be retained by the seller.
- 9) **Market Cess:** If applicable, the buyer shall pay the market cess to the market committee before the delivery of the cotton seed under the contract is sought for and the MSCCGMFL is entitled to withhold the delivery of the cotton seed till the said cess is cleared by the buyer.
- 10) **Free Period:** The buyer shall be entitled to a free delivery period as under, to take delivery of contracted cotton seed against full payment:
 - a) Upto the purchase of 1999 Quintals of cotton seed by one party on a single day under the regional Office (Nagpur/Aurangabad), 5 days from the date of intimation.
 - b) For purchase of 2000 Quintals or above, 7 days from the date of intimation.

11) Carrying charge: After the expiry of Free Period @ 2.50% p.m. on monthly rest basis.

12) Late lifting charges: On making full payment, 3 working days will be allowed for lifting of cotton seed otherwise from 4th day, the late lifting charges @ 0.50 % per month will be applicable till date of actual lifting of the cotton seed. Late Lifting shall be allowed for maximum period of **10 days**. If the buyer fails to lift the cottonseed within **10 days** from the date of payment, contract shall be cancelled at the risk and cost of the buyer.

13) Carrying of cotton seed: The MSCCGMFL will carry Cotton Seed for a maximum period of **15 days** from the date of expiry of free period.

In the event of the buyer not paying the price of cotton seeds including carrying charges, the cotton seed contract shall stand cancelled. The MSCCGMFL will sell the cotton seed at the risk and cost of the buyer and recover the damages for any loss sustained in such resale and also forfeit the deposit, if any. The MSCCGMFL is also entitled to claim interest @ 15 % p.a. on monthly rest basis for any default or delay in payment of loss amount/ damage claimed by the MSCCGMFL.

14) The provisions of clauses no.10 to 13 are without prejudice to the rights of the MSCCGMFL to resell or dispose-off the cotton seeds if the buyer fails to take delivery within **15 days** from the expiry of free period and in such case cotton seed contract will stand cancelled.

15) At any point of time, a buyer has a quantity of 5000 quintals or more cotton seed unlifted then the MSCCGMFL may not further sell to such party till the unlifted stock is less than 5000 quintals.

16) Force Majeure: Should any circumstances or events such as natural calamity, strikes or labour troubles, riots, insurrection, civil commotions or unrest, sabotage, general hindrances in transportation, acts of elements including fire, storm, flood, lightning, earthquake, tsunami, war (declared and undeclared), war-like operations, armed hostilities, civil war, trade embargo, blockade, quarantine, explosion, terrorist activity, other catastrophe, any act of government which are beyond the control of the seller or any law, regulation or directive (which has the force of law), or any events and other circumstances of force majeure and acts of God that may arise or occur, the contract shall be cancelled to the extent of damage/ destruction, short fall arising due to above causes, and the seller shall intimate quantum of such shortfall to the buyer within 30 days of such shortfall either directly or through broker. The buyer hereby categorically agrees to cancellation of such shortfall and shall not have recourse to any legal action or otherwise thereafter demand any compensation.

17) Arbitration: In case of any dispute or difference of claim arising out of or in relation to this contract, the same will be referred for arbitration to sole arbitrator to be appointed **by the Managing Director of MSCCGMFL** (but not any employee of the MSCCGMFL), whose decision shall be final and binding. The Arbitration will be governed by and conducted according to the provision of the Arbitration & Conciliation Act, 1996 and any Statutory re-enactments and amendments made thereof.

Please return the original and one duplicate copy of this contract duly signed and sealed either by hand, facsimile in token of confirmation and acceptance of this contract as per the terms and conditions contained herein within two days of the receipt of this contract. In the event of non receipt of signed contract within two days the contract will be treated as accepted and confirmed by the buyer.

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