

NATIONAL SEEDS CORPORATION LTD

CENTRAL STATE FARM JAWALGEA (RAICHUR)

TERMS & CONDITIONS FOR SALE OF FARM PRODUCE THROUGH TENDER CUM AUCTION.

1. The farm produce offered for sale through sealed tender cum open auction is strictly on “as is where is” basis. The farm reserves the right to include or exclude any quantity of any produce before the commencement of the auction
2. The price offered in the auction will be inclusive of the cost of packing material, all kind of taxes and any other charges i.e. Mandi/Market fees, sale tax, if any leviable by any authority will be borne by the buyer in addition to the price offered.
3. The decision about acceptance/rejection of the highest bid will be announced on the day of auction itself and the party has to deposit 25% of the bid in addition to EMD if the bid is accepted by the competent authority.
4. The produce will be delivered after 100% weighment and buyer will have to make their own arrangement for transportation of the produce immediately after the weighment has been done. The farm will have no responsibility for arranging transport, hamali, export permit, wagons etc. Party has to detach tag/labels and deface the bags on his cost while lifting the material.
5. Before participating in the auction, the bidders will have to deposit a sum of Rs.50000.00 in the auction as earnest money with cashier of the farm through account payee/bank draft drawn in favour of “NATIONAL SEEDS CORPORATION LTD” no cheque/cash will be accepted. The refund of EMD to the unsuccessful bidders will be made only through account payee cheque within two weeks period and no interest will be paid on the same.
6. The successful bidders will have to deposit 25% of the amount of total value of sold produce as security deposit immediately after the announcement of acceptance of the bid. In case the party has not sufficient amount to cover 25% value of auctioned produce, the account payee cheque may be accepted which however, is to be exchanged through bank draft on the next day upto 2.00pm positively otherwise the offer of the party will be liable to be rejected and earnest money deposited by the party will be forfeited without assigning any reasons. The security deposit will only be adjusted in the last consignment of the produce.
7. The successful bidders will also have to deposit 40% of the total value of farm produce within week of acceptance of bid and the remaining 35% within 15 days of acceptance of bid. If the amount referred above, is not deposited in time in full as specified, the balance unpaid amount will attract interest @ 25% per annum for the delayed period which shall not exceed 15 days over and above admissible period referred to above. If the 90% of the value of farm produce is not paid within even the extended period of 15 days, the Director reserves the right to forfeit the entire amount deposited by the successful bidders and re-sell the farm produce at the risk and cost of the purchaser.
8. The lifting of the produce must be completed within 8 days from the day of final payment (within 23 days from the acceptance). If due to certain unavailable circumstances, it is not possible for the farm to deliver the produce within the stipulated period, the Director can enhance the delivery period as may be necessary.

9. The party will have to deposit full amount of produce in advance to the extent, he proposes to lift the produce before taking the delivery. The SD of 25% will be adjusted only in the last consignment. However the terms stipulated in Para 6-7 will not be violated while operating the clause.
10. The farm will not be responsible for any loss/damage of farm produce after the weighing. The produce sold can be kept in the farm Godown or farm premises at the risk of the purchaser for a period of 15 days only in addition to the period as referred in clause 6& 8 on penal godown rent @ of Rs.1.00 per qtl per day which will be charged extra. If the produce is not lifted within the said period, the farm the reserve the right to resell the same to buyers risk and cost and the entire loss due to various in selling price will be recovered from the purchaser along with other incidental charges if any.
11. The farm produce will be delivered during the working hours on all working days on submission of release order issued to the buyers after he had deposited the cost of farm produce in the shape of bank draft.
12. In case the buyer intends to take delivery of produce through his representative, he should submit a letter of authority duly authorizing his representative to lift the produce on his behalf after depositing of required amount.
13. In case of treated seeds the purchaser will have to submit a notarial affidavit on non judicial stamp paper stating that purchaser will not use the material for human/birds /animal/cattle/poulties consumption before taking delivery of farm produce, failing which no delivery of auctioned produce will be given to the purchaser.

SETTLEMENT OF DISPUTES (ARBITRATION)

Except where other wise provided in the contract, if any dispute, difference, question or disagreement arise between the parties thereto or their respective representatives relating to the sale of commercial produce hereinbefore mentioned and as to the quality of performance or timely delivery of produce or as to any other questions, claims, rights, matters or thing whatsoever in any way arising out of or relating to the tender cum open auction, instructions, orders, or these conditions, or other wise concerning to the sale, terms and conditions, contract, execution, or failure to executive the same whether arising during the progress of the work or after the completion or abandonment, thereof or other wise shall, within one month of the arising of such question or dispute, which the related parties are unable to settle mutually may be referred to the sole arbitration to the Chairman Cum Managing Director of SFCI and if the CMD is un able or un-willing to act as the sole arbitrator some other persons appointed by the CM, will act such arbitrator. There will be no objection if the arbitrator so appointed as an employee of SFCI and that he had to deal with the matters to which this agreement relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to this contract.

Agreed & signed by the Bidders

Name of firm/seal

Signature of the representative & phone No

