

राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम)

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निविदा सूचना

सर्व साधारण को सूचित किया जाता है कि दिनांक 19.09.2014 को सांय 2.30 बजे केन्द्रीय राज्य फार्म, 10 कि.मी. सिरसा रोड, हिसार पर विभिन्न फसलों के फ़ैल बीज जैसे सरसों, दालवाली मटर, मूली, चना, उड़द, देसी कपास बिनोला व दिनांक 25.09.2014 को गेहूँ, सरसों, जौ, कपास बिनोला देसी, ज्वार, चना, पालक, मूंग, लोबिया व धान तथा दिनांक 30.09.2014 को गेहूँ, चना, मटर अरकल, धान 'जहां भी है जैसा भी है' के आधार पर निविदा-सह-खूली बोली के माध्यम से नीलामी सांय 3.00 बजे की जाएगी। बोली में किसी कारणवश कोई उत्पादन के लोट की बोली नहीं छुट पाती है तो वह दूसरी तिथि में नीलामी के लिए रखा जायेगा। उत्पादन की मात्रा कम व अधिक भी हो सकती है। इच्छुक पार्टियों को निविदा फार्म में अधिकतम मूल्य प्रति क्विंटल में भर कर नीलामी समिति के समक्ष दोपहर 2.30 बजे तक जमा करवाना होगा। निविदा फार्म की कीमत रु. 100/- निर्धारित की गई है जो कि प्रत्येक निविदादाता व बोलीदाता के लिए अनिवार्य होगा।

नीलामी में भाग लेने वाली पार्टियों को नीलामी शुरू होने से पूर्व दोपहर 2.30 बजे तक रु. 50000/- (पचास हजार मात्र) की धरोहर राशि बैंक ड्राफ्ट के रूप में राष्ट्रीय बीज निगम लि., हिसार के नाम से देय हो जमा करवाना होगा। निविदा-सह-खूली बोली का पूर्ण विवरण www.indiaseeds.com देख एवं डाउनलोड किया जा सकता है।

नोट:- दिनांक 19.09.2014 को पूर्व निर्धारित नीलामी की मात्रा के अतिरिक्त उपरोक्त मात्रा होगी।

विपणन अधिकारी
कृते उप-महाप्रबंधक(फार्म)

CENTRAL STATE FARM, HISAR

Terms & Conditions for Sale of Commercial Produce to be held on 01.09.2014

1. The farm produced offered for the sale through tender cum open auction is strictly on "as is where is basis". The farms/ROs reserve 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 exclusive of the cost of packing material. All kinds of taxes and any other charges i.e. mandi/market fees, sales tax etc if any laviable by any authority will be borne by the buyer in addition to the price offered.
3. The decision about acceptance/rejection of 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, export permit, wagons etc. The arrangement for gunny bags will also have to be made by the buyers. The farm will not incur any expenditure on gunny bags/ packing material.
5. Before participating in the auction, the bidders will have to deposit a sum of Rs.50,000/- in the auction as earnest money with cashier of the farm through account payee/bank draft drawn in favour of State Farms Corporation of India Ltd. No cheque/ cash will be accepted. The refund of EMD to the unsuccessful bidders will be made only through account payee cheques/RTGS within the period of 48 hours and no interest will be paid on the same. If the total value of the farm produce is less than Rs.1 Lakh, the amount of EMD to be deposited by the intending bidders may be decided by the farm Directors/RMs with the consultation of the disposal committee which should however not be less than 10% of total value of farm produce.
6. The successful bidders will have to deposit 25% of amount of total value of sold produce as security deposit immediately after the announcement of the acceptance of the bid. In case the party has not sufficient amount to cover 25% value of auctioned item, the account payee cheque may be accepted which however, is to be exchanged through bank draft on the next day upto 2pm 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 produced.
7. The successful bidders will also have to deposit 40% of total value of farm produce within one week of acceptance of bid and remaining 35% within 15 days of the acceptance of the bid. If the amount referred above, are not deposited in time in full as specified, the balance unpaid amount will attract interest @ of 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/RMs reserves the rights 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 farm produce must be completed within 8 days from the day of final payment (within 23 days from the acceptance). If due to certain unavoidable circumstances, it is not possible for farms/ROs to deliver the farm produce within the stipulated period, the Directors/RMs 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 this clause.
10. The farm will not be responsible for any loss /damage of farm produce after weighment. The produce sold can be kept in the farms/ROs 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/- per qtl, per day and after said period penal godown rent @ Rs.4/- per qtl. per day for thirty days in addition to above period which will be charged extra. If the produce is not lifted within the said period the farms/ROs reserved the right to re-sell the same at buyers risk & cost and the entire loss** due to variation 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 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 deposition of required amount.
13. The buyer will not enter into any indirect deals/transfers or assign the whole contract or part thereof, to any other party without the written approval of Farms/ ROs authority.
14. In case of treated seed 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's/poultry's consumption before taking delivery of farm produce failing which no delivery of auctioned produce will be given to the purchaser.
15. The Farm reserves the right to decrease or increase the quantity of farm produce 0-10% after auction.

16. Circumstances under which EMD / SD/ Entire deposited amount of the bidder is liable to be forfeited

17. The corporation may forfeit the EMD /SD/ Entire deposit amount of the bidder under following circumstances subject to condition that due notices are served to them.
18. i. If the security deposit (25%) is not deposited by the bidder as per clause no. 6 of the terms and conditions.
19. ii. If the entire 90% of amount of the total value of the farm produce is not paid by the bidder even within the extended period of 15 days, as explained in clause no. 7 of the terms and conditions.
20. iii. If the produce is not lifted by the bidder within the period stipulated in clause no. 6, 8 & 10.
21. iv. If any bidder is found indulged in anti corporation activity or any notice of the appropriate authority of the State/ center has been received showing the violation by the bidder in respect of statutory obligations.

22. Force majeure Situation

The liability of the corporation, in case of wide spread natural calamity prevailing in a particular region where the farm is situated, because of unforeseen circumstances beyond the control of the farm (if circumstances are unforeseen, then, no question of notice) will be zero and the bidder will not have any right to claim any compensation from SFCI. Similarly, if due to any curfew, strike, violence, epidemics and other unforeseen civil disturbance the market is not in operation, the trader will not be penalized by LD, godown rent or penal interest. However, the trader/ farm both shall keep informed to each other about the situation through the registered letters with proper evidence. Without evidence for force majeure situation, both the parties are free to take action as per terms and conditions regarding LD, interest, delivery etc.

23. SETTLEMENT OF DISPUTES (Arbitration)

Except where otherwise provided in the contract, if any dispute, difference, question, or disagreement arises 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 otherwise concerning to the sale, terms & conditions, contract, execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment, thereof or otherwise 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 unable or unwilling to act as the sole arbitrator some other persons appointed by the CMD, will act as such arbitrator. There will be no objection if the Arbitrator so appointed is 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.