

Detailed tender notice for disposal of wheat grain

The NABI invites tender on the prescribed form for sale of wheat grain as per detail mentioned below.

Sr. No.	Name of crop	No. of approx. Bags (approx. 50 kg packing)	Approx. weight in metric tons	Reserve price per metric ton (Rs)
1	Wheat	890	44.52	12,000/-

The above said quantity is lying in store of National Agri-food Biotechnology Institute (NABI) Sector-81, Mohali (Punjab).

Terms & conditions

1. The tenderers can quote rate after inspection of wheat sample at NABI sector-81 Mohali (Punjab).
2. The rate offered will be on “as is where is” basis gross weight (inclusive of gunny bags) ex-store of the NABI sector-81 Mohali.
3. The application form complete in all respect should reach NABI before 15th June 2023 latest by 17:00 hrs.
4. The prospective buyer can inspect the quality of stocks at the store of and NABI sector-81 Mohali.
5. The reserve price for wheat grain per metric ton is Rs. 12000/-. Only the highest bid amount in and above the minimum reserve price will be accepted.
6. All taxes whatsoever leviable by any authority at the time of dispatch shall be payable by buyer in addition to the price offered.
7. The delivery of stocks will be completed at the store itself and further loading and transportation of the stocks shall be the entire responsibility of the tenderer.
8. The entire stocks shall be lifted by the party whose tender is accepted within a period of 15 days or as specified in the sale letter from the date of acceptance of the tender without storage charges after making payment for quantity offered for purchase. In case of default on the part of the prospective buyer on lifting the stocks within the stipulated period of 15 days or as specified in the sale letter, he will pay storage charges **Rs10000/- per month** or part of the month for the delayed lifting period which will not exceed total 30 days (including 15 days free period).
9. The tenderers must deposit earnest money of **Rs. 10680/-** as security. The earnest money of the un-successful tenderer(s) will be returned after finalization of the deal. No interest shall be paid on the amount of the earnest money in any case.
10. In case the party fails to lift the tendered stocks of wheat within the stipulated period, his security amount shall be forfeited and the stocks shall be resold at the risk and cost of the party.
11. NABI does not guarantee to make any definite quantity available to the buyer, NABI may accept the offer amongst more than one parties as may be deemed fit by them
12. The delivery of the stocks sold will be given by the **Store and Purchase Officer** of the NABI, Mohali after the buyer presents a payee’s **account demand draft/online payment in favour of the NABI, Mohali** towards the cost of the stocks sold together with the taxes, if any within the period as specified in sale letter. In the event the cost of the stocks sold not being deposited with the NABI, Mohali within the stipulated period NABI may at their

- option, forfeit the earnest money security and resell the stocks or part thereof to any other party at the risk and cost of the original buyer apart from the rights of such failure.
13. At the time of giving delivery if there is any shortfall in the declared quantity proportionate refund will be allowed on the preparation supported bill. On the other hand if there is found to be an excess qty, proportionate additional payment will be obtained from the party before giving delivery of the sold excess quantity and the additional payment will be made by the party within two days from the date of intimation to this effect by the NABI.
 14. The stocks will be sold in the same condition as they lie on “as where is basis”. The stocks shall be lifted by the buyer immediately after the deposit of the cost of the stocks sold.
 15. NABI shall have discretion to deliver 5% more or less than the contracted quantity on the same terms and conditions. The contract shall be treated as complete with such short/excess delivery.
 16. The buyer shall not sublet, transfer or assign the contract or any part thereof without the prior written approval of NABI, Mohali.
 17. The delivery by proxy shall be at the purchaser’s own risk and responsibility and no claim shall lie against NABI on any account whatsoever if the delivery is affected to a wrong person.
 18. The failure or commission to carry out or to conserve any or the stipulations of this agreement shall not give rise to any claim against the seller i.e. NABI, Mohali and cannot be deemed as a breach of this agreement contract. If the same shall arise from any of the following causes namely political or administrative acts of any recognized or defect to governments, epidemic fires, accidents caused by inundation of works, eruption and earth quakes, land slide, strike, lockouts, go-slow tactics, electricity breakdown or power shedding affecting the store or office of the NABI restrains restrictions of Governments to such extent as to refer performance of the agreement impossible.
 19. Tender (offers) would be opened by a committee of officers of NABI, Mohali.
 20. The security deposit shall be refunded to the party after the successful completion of the contract and also after the full and final settlement of the deal on receipt of a clear certification by the authorized officer. No interest shall be payable on the amount of security deposit by NABI.
 21. NABI reserve the right to accept or reject, without assigning any reason, any offer. NABI further reserve the right to cancel the whole or part of the contract or withdraw whole or part of the quantity offered without assigning any reason at any time and no buyer shall have any objection to such a cancellation/withdrawal.

Arbitrator

- In case of any dispute and differences arises out of the contract shall be referred to the sole arbitrator to be appointed by the ED, NABI as per the provision of the Indian Arbitration and Conciliation Act, 1996, as amended up to date. The award of such arbitration shall be final and binding on the parties to this contract. It is a term of this contract that in the event of the arbitrator being transferred or vacating his office or being unable to act for any reason, the Executive Director, NABI Mohali at the time of such transfer, vacation of office, death or inability shall appoint another person to act as Arbitrator. Such a person shall be entitled to proceed with reference from and the stage where it was left by his predecessor.

- In case of any change in tender documents, the corrigendum/addendum will be uploaded only at www.nabi.res.in. All The proceedings under the agreement or otherwise shall be within the jurisdiction of Mohali Court only.