

ಕರ್ನಾಟಕ ವಿಧಾನ ಪರಿಷತ್ತು

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ಕ್ರ.ಸಂ	ಪ್ರಶ್ನೆ	ಉತ್ತರ												
ಅ	ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಇಲಾಖೆಯಲ್ಲಿ ಹಾಲಿ ಜಾರಿಯಲ್ಲಿರುವ ನಿಧಿಗಳಾವುವು; ಇವುಗಳಿಗೆ ಸರ್ಕಾರ ಎಷ್ಟು ಹಣ ಬಿಡುಗಡೆ ಮಾಡಿದೆ; ಹಾಲಿ ಲಭ್ಯವಿರುವ ಹಣವೆಷ್ಟು; (ವಿವರವಾದ ಮಾಹಿತಿ ನೀಡುವುದು)	<p>ಕರ್ನಾಟಕ ರಾಜ್ಯ ಕೃಷಿ ಮಾರಾಟ ಮಂಡಳಿಯಲ್ಲಿ ಹಾಲಿ (1) ಆವರ್ತನಿಧಿ (2) ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ ಮತ್ತು (3) ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿಗಳು ಜಾರಿಯಲ್ಲಿರುತ್ತವೆ. ವಿವರ ಈ ಕೆಳಕಂಡಂತಿದೆ.</p> <table border="1"> <thead> <tr> <th>ಕ್ರ. ಸಂ</th><th>ಸ್ಥಾಪಿಸಲಾದ ನಿಧಿಯ ಹೆಸರು</th><th>ಉದ್ದೇಶ</th></tr> </thead> <tbody> <tr> <td>1</td><td>ಆವರ್ತನಿಧಿ</td><td>1999-2000 ರಿಂದ ಇದುವರೆಗೆ ಆವರ್ತ ನಿಧಿಗೆ ರಾಜ್ಯ ಸರ್ಕಾರದಿಂದ ರೂ.1,024.41 ಕೋಟಿಗಳು ಬಿಡುಗಡೆಯಾಗಿರುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಆವರ್ತ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.218.83 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.</td></tr> <tr> <td>2</td><td>ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ</td><td>ಈ ನಿಧಿಗೆ ಸರ್ಕಾರದಿಂದ ಯಾವುದೇ ಅನುದಾನ ಇರುವುದಿಲ್ಲ. ಸರ್ಕಾರದ ಆದೇಶದನ್ವಯ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿ ಕ್ರೋಢೀಕೃತವಾಗುವ ಮಾರುಕಟ್ಟೆ ಶುಲ್ಕ ಹಾಗೂ ಲೈಸೆನ್ಸ್ ಶುಲ್ಕದ ಮೇಲೆ 10 ಪೈಸೆಯಷ್ಟು ವಂತಿಕೆಯನ್ನು ಮಂಡಳಿಗೆ ಪಾವತಿಸಲಾಗುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.28.32 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.</td></tr> <tr> <td>3</td><td>ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿ</td><td>ಈ ನಿಧಿಗೆ ಸರ್ಕಾರದಿಂದ ಯಾವುದೇ ಅನುದಾನ ಇರುವುದಿಲ್ಲ. ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿ ಕ್ರೋಢೀಕೃತವಾಗುವ ಮಾರುಕಟ್ಟೆ ಶುಲ್ಕ ಹಾಗೂ ಲೈಸೆನ್ಸ್ ಶುಲ್ಕದ ಮೇಲೆ ಶೇ.1 ರಷ್ಟು ವಂತಿಕೆಯನ್ನು ಮಂಡಳಿಗೆ ಪಾವತಿಸಲಾಗುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.47.07 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.</td></tr> </tbody> </table>	ಕ್ರ. ಸಂ	ಸ್ಥಾಪಿಸಲಾದ ನಿಧಿಯ ಹೆಸರು	ಉದ್ದೇಶ	1	ಆವರ್ತನಿಧಿ	1999-2000 ರಿಂದ ಇದುವರೆಗೆ ಆವರ್ತ ನಿಧಿಗೆ ರಾಜ್ಯ ಸರ್ಕಾರದಿಂದ ರೂ.1,024.41 ಕೋಟಿಗಳು ಬಿಡುಗಡೆಯಾಗಿರುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಆವರ್ತ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.218.83 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.	2	ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ	ಈ ನಿಧಿಗೆ ಸರ್ಕಾರದಿಂದ ಯಾವುದೇ ಅನುದಾನ ಇರುವುದಿಲ್ಲ. ಸರ್ಕಾರದ ಆದೇಶದನ್ವಯ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿ ಕ್ರೋಢೀಕೃತವಾಗುವ ಮಾರುಕಟ್ಟೆ ಶುಲ್ಕ ಹಾಗೂ ಲೈಸೆನ್ಸ್ ಶುಲ್ಕದ ಮೇಲೆ 10 ಪೈಸೆಯಷ್ಟು ವಂತಿಕೆಯನ್ನು ಮಂಡಳಿಗೆ ಪಾವತಿಸಲಾಗುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.28.32 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.	3	ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿ	ಈ ನಿಧಿಗೆ ಸರ್ಕಾರದಿಂದ ಯಾವುದೇ ಅನುದಾನ ಇರುವುದಿಲ್ಲ. ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿ ಕ್ರೋಢೀಕೃತವಾಗುವ ಮಾರುಕಟ್ಟೆ ಶುಲ್ಕ ಹಾಗೂ ಲೈಸೆನ್ಸ್ ಶುಲ್ಕದ ಮೇಲೆ ಶೇ.1 ರಷ್ಟು ವಂತಿಕೆಯನ್ನು ಮಂಡಳಿಗೆ ಪಾವತಿಸಲಾಗುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.47.07 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.
ಕ್ರ. ಸಂ	ಸ್ಥಾಪಿಸಲಾದ ನಿಧಿಯ ಹೆಸರು	ಉದ್ದೇಶ												
1	ಆವರ್ತನಿಧಿ	1999-2000 ರಿಂದ ಇದುವರೆಗೆ ಆವರ್ತ ನಿಧಿಗೆ ರಾಜ್ಯ ಸರ್ಕಾರದಿಂದ ರೂ.1,024.41 ಕೋಟಿಗಳು ಬಿಡುಗಡೆಯಾಗಿರುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಆವರ್ತ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.218.83 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.												
2	ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ	ಈ ನಿಧಿಗೆ ಸರ್ಕಾರದಿಂದ ಯಾವುದೇ ಅನುದಾನ ಇರುವುದಿಲ್ಲ. ಸರ್ಕಾರದ ಆದೇಶದನ್ವಯ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿ ಕ್ರೋಢೀಕೃತವಾಗುವ ಮಾರುಕಟ್ಟೆ ಶುಲ್ಕ ಹಾಗೂ ಲೈಸೆನ್ಸ್ ಶುಲ್ಕದ ಮೇಲೆ 10 ಪೈಸೆಯಷ್ಟು ವಂತಿಕೆಯನ್ನು ಮಂಡಳಿಗೆ ಪಾವತಿಸಲಾಗುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.28.32 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.												
3	ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿ	ಈ ನಿಧಿಗೆ ಸರ್ಕಾರದಿಂದ ಯಾವುದೇ ಅನುದಾನ ಇರುವುದಿಲ್ಲ. ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿ ಕ್ರೋಢೀಕೃತವಾಗುವ ಮಾರುಕಟ್ಟೆ ಶುಲ್ಕ ಹಾಗೂ ಲೈಸೆನ್ಸ್ ಶುಲ್ಕದ ಮೇಲೆ ಶೇ.1 ರಷ್ಟು ವಂತಿಕೆಯನ್ನು ಮಂಡಳಿಗೆ ಪಾವತಿಸಲಾಗುತ್ತದೆ.  ಪ್ರಸ್ತುತ ಕೃಷಿ ವಿಶ್ವವಿದ್ಯಾಲಯ ನಿಧಿ ಖಾತೆಯಲ್ಲಿ ನವೆಂಬರ್-2021ರ ಅಂತ್ಯಕ್ಕೆ ಅಂದಾಜು ರೂ.47.07 ಕೋಟಿ ಲಭ್ಯವಿರುತ್ತದೆ.												
ಆ	ಆವರ್ತ ನಿಧಿ ಎಂದರೇನು; ಈ ನಿಧಿಯಲ್ಲಿ ಇಲ್ಲಿಯವರೆಗೆ ಯಾವ ಯಾವ ಸಂಸ್ಥೆಗಳಿಗೆ ಹಣವನ್ನು ನೀಡಲಾಗಿದೆ; ಹಣವನ್ನು ನೀಡಲು ಇರುವ ಮಾನದಂಡಗಳೇನು; (ಜಿಲ್ಲಾವಾರು ವಿವರವಾದ ಮಾಹಿತಿ ನೀಡುವುದು).	<p><b>ಆವರ್ತ ನಿಧಿ ಎಂದರೆ:-</b> ರಾಜ್ಯದಲ್ಲಿ ಕೃಷಿ ಕ್ಷೇತ್ರವನ್ನು ಸಮರ್ಥನೀಯವಾಗಿ ಬಲಪಡಿಸುವ ಹಾಗೂ ಕೃಷಿ ಕ್ಷೇತ್ರದಲ್ಲಿ ಸ್ಥಿರತೆಯನ್ನು ಕಾಪಾಡುವ ದೃಷ್ಟಿಯಿಂದ ಮತ್ತು ರಾಜ್ಯದ ರೈತರು ಕೃಷಿ ಉತ್ಪನ್ನಗಳ ಬೆಲೆ ಕುಸಿತ ಸಂದರ್ಭದಲ್ಲಿ ಹತಾಶರಾಗಿ ತಮ್ಮ ಕೃಷಿ/ತೋಟಗಾರಿಕಾ ಉತ್ಪನ್ನಗಳನ್ನು ಮಾರಾಟ ಮಾಡುವುದನ್ನು ತಡೆಯುವ ದೃಷ್ಟಿಯಿಂದ ಕನಿಷ್ಠ ಬೆಂಬಲ ಬೆಲೆ ಯೋಜನೆಯನ್ನು ಜಾರಿಗೊಳಿಸಿದೆ. ಈ ಯೋಜನೆಯ ಅನುಷ್ಠಾನಕ್ಕಾಗಿ ಸ್ಥಾಪಿಸಲಾಗಿರುವ ನಿಧಿಗೆ ಆವರ್ತ ನಿಧಿ ಎಂದು ಹೆಸರು.</p> <p>ಇಲ್ಲಿಯವರೆಗೆ ಆವರ್ತ ನಿಧಿಯಿಂದ ವಿವಿಧ ಜಿಲ್ಲೆಗಳ ಖರೀದಿ ಏಜೆನ್ಸಿಗಳಿಗೆ ಹಣ ಬಿಡುಗಡೆ ಮಾಡಲಾಗಿರುವ ವಿವರವನ್ನು ಅನುಬಂಧ-1ರಲ್ಲಿ ಒದಗಿಸಿದೆ.</p> <p>ಆವರ್ತ ನಿಧಿಯಿಂದ ವಿವಿಧ ಖರೀದಿ ಸಂಸ್ಥೆಗಳಿಗೆ ಹಣ ಬಿಡುಗಡೆ ಮಾಡಲು ಇರುವ ಮಾರ್ಗಸೂಚಿಗಳ ವಿವರವನ್ನು ಅನುಬಂಧ-2ರಲ್ಲಿ ಒದಗಿಸಿದೆ.</p>												



ಇ	<p>ಆವರ್ತ ನಿಧಿಯಲ್ಲಿ ಹಣವನ್ನು ಬಾಕಿ ಉಳಿಸಿಕೊಂಡಿರುವ ಸಂಸ್ಥೆಗಳಾವುವು; ಬಾಕಿ ಉಳಿಸಿಕೊಳ್ಳಲು ಕಾರಣಗಳೇನು; ಇವುಗಳಿಂದ ಯಾವಾಗ ಹಣವನ್ನು ಪಡೆದುಕೊಳ್ಳಲಾಗುವುದು; (ಜಿಲ್ಲಾವಾರು ಮಾಹಿತಿ ನೀಡಿವುದು)</p>	<p>ಆವರ್ತ ನಿಧಿಯ ಹಣವನ್ನು ಬಾಕಿ ಉಳಿಸಿಕೊಂಡಿರುವ ಸಂಸ್ಥೆಗಳ ವಿವರವನ್ನು ಅನುಬಂಧ-1ರಲ್ಲಿ ಒದಗಿಸಿದೆ.</p> <p>ಕೃಷಿ ಉತ್ಪನ್ನಗಳ ಬೆಲೆ ಕುಸಿತದ ಸಂದರ್ಭದಲ್ಲಿ ಕೇಂದ್ರ ಸರ್ಕಾರದ ಅನುಮೋದನೆ ಮೇರೆಗೆ ಬೆಂಬಲ ಬೆಲೆ ಯೋಜನೆಯಡಿ ಖರೀದಿ ಪ್ರಕ್ರಿಯೆ ನಡೆಸಲಾಗುತ್ತದೆ. ಈ ರೀತಿ ಖರೀದಿ ಪ್ರಕ್ರಿಯೆ ಕೈಗೊಳ್ಳಲು ಕೃಷಿ ಮತ್ತು ತೋಟಗಾರಿಕಾ ಉತ್ಪನ್ನಗಳ ಬೆಲೆ ಸ್ಥಿರೀಕರಣ ಸಚಿವ ಸಂಪುಟದ ಉಪ ಸಮಿತಿಯ ಅನುಮೋದನೆಯ ಮೇರೆಗೆ ರಾಜ್ಯ ಸರ್ಕಾರ ನೇಮಿಸಿದ ಖರೀದಿ ಏಜೆನ್ಸಿಗಳಿಗೆ ಮುಂಗಡ ರೂಪದಲ್ಲಿ ಆವರ್ತನಿಧಿಯಿಂದ ಹಣ ಬಿಡುಗಡೆ ಮಾಡಲಾಗುವುದು. ಈ ರೀತಿ ಖರೀದಿ ಸಂಸ್ಥೆಗಳಿಗೆ ಬಿಡುಗಡೆ ಮಾಡಲಾದ ಮುಂಗಡ ಹಣವನ್ನು ನಂತರ ಆವರ್ತನಿಧಿಗೆ ಮರುಪಾವತಿಸಲಾಗುತ್ತದೆ. ಸದರಿ ಮೊತ್ತವು ಆವರ್ತ ನಿಧಿಯಿಂದ ಖರೀದಿ ಸಂಸ್ಥೆಗಳಿಗೆ ಮತ್ತು ಖರೀದಿ ಸಂಸ್ಥೆಗಳಿಂದ ಆವರ್ತ ನಿಧಿಗೆ ಪುನರ್ ಭರಣವಾಗುತ್ತದೆ. ಇದು ನಿರಂತರ ಪ್ರಕ್ರಿಯೆಯಾಗಿರುತ್ತದೆ.</p>
ಈ	<p>ಕಳೆದ 3 ವರ್ಷಗಳಿಂದ ಕೊಯ್ಲೋತ್ತರ ಸಂಸ್ಕರಣೆ ಮತ್ತು ಸಾಗಾಟ ಹಾಗೂ ಇತರೆಗಳಿಗಾಗಿ ಎಷ್ಟು ಹಣವನ್ನು ಖರ್ಚು ಮಾಡಲಾಗಿದೆ; ಯಾವ ಯಾವ ಸಂಸ್ಥೆಗಳಿಗೆ ಎಷ್ಟು ಹಣವನ್ನು ನೀಡಲಾಗಿದೆ; (ವಿವರವಾಗಿ ವರ್ಷವಾರು ಮಾಹಿತಿ ನೀಡುವುದು)</p>	<p>ಕೊಯ್ಲುನಂತರ ಸಂಸ್ಕರಣೆ ಮತ್ತು ಸಾಗಾಟಕ್ಕಾಗಿ ಖರ್ಚು ಮಾಡಲು ನಿಯಮಗಳಲ್ಲಿ ಅವಕಾಶ ಇರುವುದಿಲ್ಲ.</p> <p>ಆದರೆ, ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣೆ ನಿಧಿಯಿಂದ, ಕೃಷಿ ಉತ್ಪನ್ನಗಳ ವರ್ಗೀಕರಣ, ಗುಣಮಟ್ಟ ವಿಶ್ಲೇಷಣೆ, ಆಯ್ದ ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರಾಟದ ಅವಶ್ಯಕ ಸೌಲಭ್ಯಗಳು, ಕೃಷಿ ಉತ್ಪನ್ನ ಮಾರುಕಟ್ಟೆ ಸಮಿತಿಗಳಲ್ಲಿನ ಅಧಿಕಾರಿ/ಸಿಬ್ಬಂದಿಗಳಿಗೆ ತರಬೇತಿ ನೀಡುವ ಕಾರ್ಯಕ್ರಮಗಳಿಗೆ ವಿನಿಯೋಗಿಸಲು ಅವಕಾಶ ಇರುತ್ತದೆ.</p> <p>ಕಳೆದ 3 ವರ್ಷಗಳಲ್ಲಿ ವಿನಿಯೋಗಿಸಲಾದ ವರ್ಷವಾರು ಮೊತ್ತದ ವಿವರವನ್ನು ಅನುಬಂಧ-3 ರಲ್ಲಿ ಒದಗಿಸಿದೆ.</p>
ಉ)	<p>ಸದರಿ ಸಂಸ್ಥೆಗಳ ಜೊತೆ ಇಲಾಖೆ ಅಥವಾ ಮಂಡಳಿ ಮಾಡಿಕೊಂಡಿರುವ ಒಡಂಬಡಿಕೆಯ ಪ್ರತಿಯನ್ನು ನೀಡುವುದು;</p>	<p>ಸಂಸ್ಥೆಗಳ ಜೊತೆ ಇಲಾಖೆ ಅಥವಾ ಮಂಡಳಿ ಮಾಡಿಕೊಂಡಿರುವ ಒಡಂಬಡಿಕೆಯ ಪ್ರತಿಯನ್ನು ಅನುಬಂಧ-4ರಲ್ಲಿ ಒದಗಿಸಿದೆ.</p>
ಊ)	<p>ಕೋವಿಡ್ ವರ್ಷದಲ್ಲೂ ಕೂಡಾ ವಿಮಾನದಲ್ಲಿ ಸಾಕಾಣೆ ಮತ್ತು ಸಂಸ್ಕರಣಾ ಹಾಗೂ ಇತರೆಗಳಿಗಾಗಿ 89 ಲಕ್ಷಗಳನ್ನು ಖರ್ಚು ಮಾಡಿರುವ ಬಗ್ಗೆ ವಿವರವಾದ ಮಾಹಿತಿ ನೀಡುವುದು?</p>	<p>ಉದ್ಭವಿಸುವುದಿಲ್ಲ.</p>

ಸಿಬಿ 307 ಎಂಆರ್‌ಇ 2021

ಎಸ್.ಟಿ. ಸೋಮಶೇಖರ್  
(ಎಸ್.ಟಿ. ಸೋಮಶೇಖರ್)  
ಸಹಕಾರ ಸಚಿವರು

**ANNEXURE - 1**

**ABSTRACT OF THE REVOLVING FUND AMOUNT RELEASED TO DIFFERENT PROCUREMENT AGENCIES  
AND REPAYMENT UPTO 30.11.2021**

						(Rs.crores.)
Sl. No.	Institution	Amount Released	Repayments	Balance	Loss Approved	Balance to be repaid (5-6)
1	2	3	4	5	6	7
1	KSCMF	1667.87	785.48	882.39	0.04	882.35
2	KFCSC	1651.32	743.23	908.09		908.09
3	KSWC	1181.83	424.34	757.49		757.49
4	D.C., Gulbarga	2.10	1.86	0.24		0.24
5	TAPCMS, Sagar	2.00	1.30	0.70		0.70
6	COMARK	1.00	1.00	0.00		0.00
7	MD, HOPCOMS, B"lore	8.38	2.47	5.91	5.89	0.02
8	MD, HOPCOMS, DVN	7.28	0.21	7.07		7.07
9	D.C. Dharwad	68.41	2.10	66.31	9.34	56.97
10	D.C. Belgaum	11.27	4.81	6.46	0.87	5.60
11	D.C. Udupi	0.10	0.10	0.00		0.00
12	D.C. Tumkur	11.43	2.00	9.43		9.43
13	D.C. Raichur	0.60	0.59	0.01	0.01	0.00
14	D.C. Mysore	7.05	6.52	0.53		0.53
15	D.C. Mandya	1.78	0.07	1.71		1.71
16	D.C. Koppal	1.96	0.50	1.46		1.46
17	D.C. Hassan	9.52	5.78	3.74		3.75
18	D.C. Gadag	38.87	2.96	35.91	3.75	32.16
19	D.C. Davanagere	0.13	0.10	0.03	0.03	0.00
20	D.C. Dakshina Kannada	0.25	0.25	0.00		0.00
21	D.C. Chitradurga	2.10	1.56	0.54		0.54
22	D.C. Chikkamagalur	0.85	0.24	0.61		0.61
23	D.C. Chikkaballapur	0.15	0.13	0.02		0.02
24	APMC, Chamarajnagar	0.30	0.22	0.08		0.08
25	D.C. Bijapur	0.80	0.80	0.00		0.00
26	D.C. Bagalkot	5.97	4.21	1.76		1.75
27	D.C. Kolar	0.83	0.10	0.73		0.73
28	D.C.Haveri	0.05	0.05	0.00		0.00
29	CAMPCO	32.50	31.23	1.27		1.27
30	Tur Development Board	267.61	221.45	46.16		46.16
31	M.D., K.O.F., B"lore	32.50	30.50	2.00		2.00
32	Totgars Sale socty, Sirsi	2.00	2.00	0.00		0.00
33	APSCOS, Sagar	1.50	1.50	0.00		0.00
34	MAMCOS, Shimoga	1.50	1.50	0.00		0.00
35	D.C. Chamarajnagar,	10.34	9.83	0.51		0.51
36	Kar.Seeds Corpn.Ltd., Bl.	2.00	0.00	2.00		2.00
37	DC, Ramanagar	0.25	0.25	0.00		0.00
38	DC, Uttara kannada	1.00	1.00	0.00		0.00
39	SK District Hopcoms,	1.00	0.96	0.04		0.04
40	Dist. Hopcoms, Mandya	0.25	0.25	0.00		0.00
41	Dist. Hopcoms, Mysore	0.25	0.25	0.00		0.00
42	NAFED, Bangalore	109.32	109.32	0.00		0.00
43	F.C.I., Bangalore,	22.59	22.59	0.00		0.00
44	S.F.A.C., New Delhi	9.05	9.05	0.00		0.00
45	M.D., Hopcoms., B-lore	14.69	5.25	9.44		9.44
46	Spice Board, Hubli	9.72	0.00	9.72		9.72
	<b>GRAND TOTAL</b>	<b>5202.27</b>	<b>2439.90</b>	<b>2762.36</b>	<b>19.93</b>	<b>2742.44</b>

*[Handwritten Signature]*

Guidelines for Revolving Fund maintenance by Karnataka State Agricultural Marketing Board and the procuring agencies on receipt of funds to carry out procurement operations:

- 1.0 In accordance with the G.O.No.CMW 239 MRE 97, dt.24.11.1999, the Managing Director, Karnataka State Agricultural Marketing Board shall maintain a separate Bank A/c. (Nationalised Bank) having an exclusive Pass Book for Revolving Fund, which should be subject to Audit.
- 1.1 All releases by the Managing Director, Karnataka State Agricultural Marketing Board out of the Revolving Fund should be as per the decision taken in the State Level Committee and Cabinet Sub-Committee.
- 1.2 The Managing Director, Karnataka State Agricultural Marketing Board shall furnish fortnightly report providing the details of contributions received, funds released - agency wise indicating the commodity against which the releases are effected and the balance to the Chairman, State Level Committee.
- 1.3 The outstanding statements should also be furnished on monthly basis to the Chairman, State Level Committee, Principal Secretary, Co.operation and Secretary, Finance (Budget) to direct the agencies for prompt repayments.

Guidelines and Procedures for drawing Revolving Fund for procurement operations by the procuring agencies enlisted in the G.O.No.CMW 239 MRE 97, dt.24.11.1999:

- 2.0 In pursuance of the resolution of the State Level Committee/Cabinet Sub-Committee, the M.D's of the procuring agency should place their indent in writing to M.D., Karnataka State Agricultural Marketing Board for release of funds.
- 2.1 The M.D., Karnataka State Agricultural Marketing Board shall release such amounts decided by resolution of the State Level Committee/Cabinet Sub-Committee.



2.2 The M.D's of the procuring agencies, after getting released the funds, shall open a separate account in a Nationalised Bank in the name of Revolving Fund and deposit the amounts released. For no reason, whatsoever, this amount should be merged with other accounts of procuring agencies. This arrangement shall be subjected to verification by the Auditors/Officers of the K.S.A.M.B. as and when necessary.

2.3 For all releases out of Revolving Fund, the Managing Director of the procurement agency nominated shall undertake to repay immediately on sale of commodities procured under Floor Price Scheme and in case of bridge loan released for commencing the procurement under Price Support Scheme, pending intervention by the nodal agency, the repayment should be made immediately on receipt of the funds from the nodal agency viz., FCI, NAFED. (Format No.3)

The M.D's of procuring agency should first settle the Revolving Fund account and clear the bridge loan and thereafter persuade the nodal agency (FCI, NAFED) for prompt payments to continue the procurement. For no reason, whatsoever, the Revolving Fund should be retained after the nodal agencies start releasing the funds.

2.4 The M.D's of procuring agency should furnish monthly reports to the Chairman, State Level Committee, Principal Secretary, Co.operation and Secretary, Finance Department (Budget) and the Managing Director, Karnataka State Agricultural Marketing Board giving clear picture of the funds got released, the quantity procured and its value, balance amount remaining in the Revolving Fund account. In case of sale of stocks, the amounts realised should also appear in the statement. (In format No.1 and 2)

2.5 At the end of transaction, an audited account should be furnished.

2.6 The M.D's of the procuring agencies should claim interest for the period revolving fund is being utilised by the nodal agencies and remit back to Revolving Fund account. If such actions are not taken, the procuring agencies shall be liable to pay interest for the period Revolving Fund is retained. For any reason, whatsoever, if the Purchase Agency's retain the Revolving Fund either after disposal of the stocks procured under Floor Price Scheme or after the settlement of payments by the nodal

agencies, the Purchase Agency's are liable to pay the interest at the prevailing bank rate.

2.7 The procurement progress report shall be furnished on daily/weekly basis with details of quantity procured centrewise, value and the quantity deposited in the Warehouses to the M.D., KSAMB, apart from furnishing it to the other concerned Departments.

2.8 The incidental and all other charges to be incurred under Floor Price/Market Intervention Scheme by the Purchase Agency to be got approved by the State Level Committee. The M.D., KSAMB will arrange to take this subject before commencement of the procurement to the State Level Committee. And the MD's of the procuring agency shall provide the required information.

2.9 The incidental charges, shortages and all other charges in case of Price Support Scheme to be decided upon mutually between the sub-agencies of the State and the Nodal agencies, and for no reason, whatsoever, such mutually agreed charges should be violated.

2.10 The KSAMB shall verify the books of accounts of the procuring agencies concerning the revolving fund utilization on a quarterly basis through its Chief Auditor.

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28/1/2000  
M. D. KSAMB  
M. D. KSAMB  
M. D. KSAMB  
M. D. KSAMB

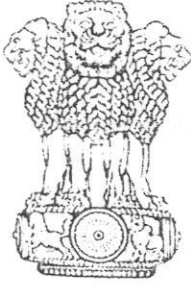


## ಅನುಬಂಧ-3

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಕೃಷಿ ಮಾರಾಟ ಮಂಡಳಿ, ಬೆಂಗಳೂರು  
ಮಾರುಕಟ್ಟೆ ಸುಧಾರಣಾ ನಿಧಿಯ ವೆಚ್ಚದ ವಿವರಗಳು.

ಕ್ರ.ಸಂ.	ವಿವರಗಳು.	ಮೊತ್ತ (ರೂ.ಗಳಲ್ಲಿ)
<b>2019-20</b>		
1	ಸ್ಕಾರ್ ಅಗ್ರಿವೇರ್‌ಹೌಸಿಂಗ್ ಮತ್ತು ಕೊಲ್ಕಾಟರಲ್ ಮ್ಯಾನೇಜ್‌ಮೆಂಟ್ ಲಿ.,	1075284
2	ಶ್ರೀ ಶುಭಂ ಲಾಜಿಸ್ಟಿಕ್ ಲಿಮಿಟೆಡ್.	2786219
3	ಕವಿತಾ ಕಮ್ಯುನಿಕೇಶನ್ಸ್, ಬೆಂಗಳೂರು.	73181
	<b>ಒಟ್ಟು ಮೊತ್ತ.</b>	<b>3934684</b>
<b>2020-21</b>		
1	ಸ್ಕಾರ್ ಅಗ್ರಿವೇರ್‌ಹೌಸಿಂಗ್ ಮತ್ತು ಕೊಲ್ಕಾಟರಲ್ ಮ್ಯಾನೇಜ್‌ಮೆಂಟ್ ಲಿ.,	1821480
2	ಶ್ರೀ ಶುಭಂ ಲಾಜಿಸ್ಟಿಕ್ ಲಿಮಿಟೆಡ್.	6043136
3	ಶಿರಡಿ ಸಾಯಿ ಕಮ್ಯುನಿಕೇಶನ್ಸ್, ಬೆಂಗಳೂರು.	66570
4	ಸಾನಸಾವಿ ಟೆಕ್ನೋ ಸೊಲ್ಯೂಶನ್ಸ್ ಪ್ರೈ ಲಿ.	3641310
	<b>ಒಟ್ಟು ಮೊತ್ತ.</b>	<b>11572496</b>
<b>2021-22</b>		
1	ಸಾನಸಾವಿ ಟೆಕ್ನೋ ಸೊಲ್ಯೂಶನ್ಸ್ ಪ್ರೈ ಲಿ.	9821842
2	ಶ್ರೀ ಶುಭಂ ಲಾಜಿಸ್ಟಿಕ್ ಲಿಮಿಟೆಡ್.	1036793
3	ನ್ಯಾಶನಲ್ ಕೊಲ್ಕಾಟರಲ್ ಮ್ಯಾನೇಜ್‌ಮೆಂಟ್ ಸರ್ವಿಸಸ್ ಲಿ.,	2659912
4	ಶಿರಡಿ ಸಾಯಿ ಕಮ್ಯುನಿಕೇಶನ್ಸ್, ಬೆಂಗಳೂರು.	32897
	<b>(30.11.2021)</b>	<b>ಒಟ್ಟು ಮೊತ್ತ.</b>
		<b>13551444</b>





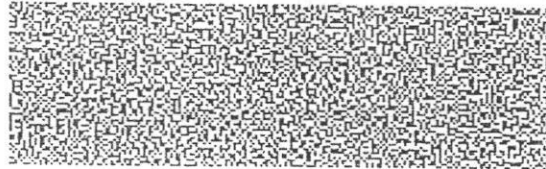
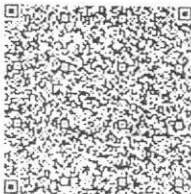
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA60597051275841S  
 Certificate Issued Date : 05-Nov-2020 01:18 PM  
 Account Reference : NONACC (FI)/ kacrsfl08/ AVENUE ROAD/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKACRSFL0814161609384354S  
 Purchased by : MAHESH KATTEKOLA NCML  
 Description of Document : Article 12 Bond  
 Description : AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : MAHESH KATTEKOLA NCML  
 Second Party : KSAMB BANGALORE  
 Stamp Duty Paid By : MAHESH KATTEKOLA NCML  
 Stamp Duty Amount(Rs.) : 500  
 (Five Hundred only)



## AGREEMENT

THIS AGREEMENT is made on this 12 day of JAN 2021 2021 at Bengaluru between Managing Director, KSAMB office at Karnataka State Agricultural Marketing Board, No.16, 2<sup>nd</sup> Raj Bhavan Road, Bengaluru-560001, India which

*[Signature]*

*[Signature]*



expression shall unless repugnant to the context thereof, include its successors and assigns of the FIRST PART;

AND

a company incorporated under the Companies Act, 1956 (or 2013, whichever is applicable) and having its registered office at M/s National Collateral Management Services Ltd(NCML)having its registered office at Unit Nos. 505 to 509, 5<sup>th</sup> Floor, LodhaSupremus,Off JVL R, Opp. Kanjurmarg Station,Kanjurmarg(East), Mumbai,400042,through regional office at Team Towers, 4<sup>th</sup> Floor, Plot No A-1/2/A, Industrial park, IDA – Uppal, Hyderabad –39(hereinafter referred to as 'the Assayers'), which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns of the SECOND PART;

Both KSAMB and the Assayers shall wherever the context so requires, be referred to individually as 'Party' and jointly as 'Parties'.

#### WHEREAS

- i. The KSAMB provides an electronic platform for auctioning of farmer produce in the regulated markets of the state, known as Unified Market Platform (UMP), which handles all operations of the regulated market including, auctioning of the produce for efficient price discovery, material accounting, trade fulfillment and online funds settlement and;
- ii. Agricultural produce brought to markets by farmers are to be assayed in accordance with the orders issued by the Director, of Agricultural Marketing under Rule 91-O (i) of the Karnataka Agricultural Produce Marketing (Regulation and Deveiopment) Rules, 1968.
- iii. The KSAMB invited bids for providing Assaying Services in selected Markets vide Tender notice no: KSAMB/assaying/44B/2019-20 dated 03.07.2020 for providing assaying services in the regulated markets of Karnataka State and in response the



Assayers submitted their bid and have been declared as the Selected Tenderer in accordance with the process and terms of the aforesaid tender document.

- iv. In terms of the provisions of the aforesaid tender document, the Selected Tenderer is required to enter into an agreement with the KSAMB which the Parties hereby do.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the Parties hereto agree as follows:

**1. Definitions and interpretation:**

- 1.1 In this Agreement, the following words and expression shall, except where the context otherwise requires, have the following meanings respectively:
- (i) **"Act"** shall mean Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966 as amended from time to time.
  - (ii) **"Agreement"** shall mean this Agreement together with all its schedules, annexures and amendments from time to time and includes the tender document with amendments thereof after the pre-bid meeting, negotiation proceedings and related correspondences.
  - (iii) **"Applicable Law"** means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental authorization or restriction as in force in India as on the date of this Agreement or thereafter and in each case as amended;
  - (iv) **"Assayers Fees"** shall mean the fees to be paid by the KSAMB to the Assayers as stated in Schedule 'C' which is inclusive of all charges, costs, taxes, statutory levies etc.
  - (v) **"Assaying Services"** shall mean all activities in relation to the determination of quality parameters of the agricultural produce in accordance with the process and procedure as prescribed in the orders issued by the Director in this regard, from time to time including,





- (a) Collection of samples out of the lots of selected agricultural produce arriving in the market during the day from the premises of the Commission Agents for assaying.
  - (b) Drawing of samples from the lots using the methods: bottom, top, sides, zigzag etc.
  - (c) Sampling of the lots of agricultural produce arriving in the Market;
  - (d) Dividing the sample and distribution to various parties;
  - (e) Testing of the sample for the quality parameters prescribed;
  - (f) Uploading test details of the lot on to the Unified Market Platform;
  - (g) Issuing an assaying certificate to the seller in respect of the commodity tested, specifying the quality parameters and the period for which the assaying certificates is valid;
  - (h) Maintaining assaying laboratories in Markets and the equipment; and
  - (i) Such other activities as may be required from time to time.
- (vi) **"Commodity or Commodities"** shall mean the Commodities as listed in the Schedule 'B' hereto as amended from time to time by the order of Director.
- (vii) **"Director"** shall mean the Director of Agricultural Marketing as defined in the Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966.
- (viii) **"Market or Markets"** shall have the meaning ascribed to it in the Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966 and includes a main market yard, a market sub-yard and a sub-market yard.
- (ix) **"Notified Market"** shall mean the Markets as listed in Schedule 'A' and as modified from time to time in terms of Article 2.2 of the Agreement.
- (x) **"Tender document"** shall mean the tender document No. *KSM/ASSAYING/44B/14-20* in response to which the Assayers offered their bid and was declared as the Selected Tenderer; *21-11-20*
- (xi) **"Working Day"** for any Market shall mean all the days when such Market is open for sale of Commodities.
- (xii) **"Working Hours"** for any Market shall mean the hours during which Commodities are permitted to be sold in a Market.

*[Handwritten signature]*



1.2 In this Agreement, unless the context otherwise requires:

- (i) Words of any gender are deemed to include the other gender;
- (ii) Words using the singular or plural number also include the plural or singular number, respectively;
- (iii) The terms "hereof", "herein", "hereby", "hereto" and any derivative or similar words refer to this entire Agreement;
- (iv) The terms "section" "sub-section" and "schedule" refer to a section, sub-section or schedule of this Agreement;
- (v) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (vi) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (vii) Any term or expression used, but not defined herein, shall have the same meaning assigned thereto under Applicable Law;
- (viii) References to the word "include" or "including" shall be construed without limitation;
- (ix) Schedules annexed to this Agreement form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of the Agreement.

**2. Assaying Services:**

- 2.1 In consideration of the assaying fee as agreed herein to be paid to the Assayers by the KSAMB, the Assayers agree to provide Assaying Services and all the services related thereto to persons who bring Commodities to the Notified Markets for the purpose of sale in such Notified Markets.





- 2.2 The Managing Director, KSAMB may add or delete any Market in Schedule-A by giving 20 days prior notice to the Assayers and the Assayers shall be bound by such addition or deletion of Markets in Schedule A and to provide Assaying Services at such added Markets on the same rates, terms and conditions as per the Agreement.
- 2.3 The list of commodities for which Assaying Services have to be provided, the manner in which Assaying Services have to be provided, the time within which test details have to be uploaded to the Unified Market Platform and other details shall be specified by the KSAMB from time to time and the Assayers shall abide by such instructions.
- 2.4 The Assayers or their employees or agents shall not charge any fee from persons bringing the Commodity to the Notified Market for sale.
- 2.5 The Assayers shall station personnel/s who are sufficiently qualified to provide Assaying Services. In case of huge arrivals in a market, the assaying agency shall deploy additional personnel to cope with the work.
- 2.6 The Assayers shall ensure that the Assaying Services are provided diligently and uninterruptedly during Working Hours and on all Working Days of the respective Market and shall ensure that alternative personnel or substitute is/are in place in the event of absence of the personnel stationed at any Market.
- 3. Consideration:**
- 3.1. In consideration of Assaying Services to be provided by the Assayers, the KSAMB shall pay to the Assayers, the Assayers Fees as detailed in Schedule-C and in the manner that will be stipulated separately.
- 3.2. Assayers Fees is inclusive of all costs, including the costs of chemicals and other consumables required for drawing and testing the sample, uploading the results

*[Handwritten signature]*



thereof, the cost of stationery and other consumables, cost of maintenance of the laboratory equipment, furniture and fixtures and other assets, managerial and supervisory charges, other expenses, all taxes, duties, levies etc., and the Assayers shall not be entitled to charge any fee, charges or other costs from the KSAMB other than amounts as stated in the Schedule-C; nor shall the Assayers charge any amount from persons bringing Commodities to the Notified Market for sale.

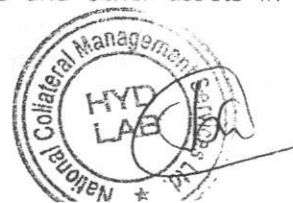
- 3.3. Any change in the rate of any taxes, duties, levies etc., from what has been specified by the Assayer in its tender shall be to the account of the KSAMB, namely,
- (a) The Assayer Fees shall be increased by such percentage as the taxes, duties, levies etc., are increased; or
  - (b) The Assayer Fees shall be decreased by such percentage as the taxes, duties, levies etc., are decreased.

Provided that the Assayer Fees shall not be increased or decreased for any increase or decrease in the rates of Income Tax or TDS.

- 3.4. In the event that the KSAMB adds any Commodity to Schedule B in accordance with clause 2.2 above, the Assayers shall be paid the same professional charge as in Schedule-C.

#### 4. Assaying laboratories:

- 4.1. At each Notified Market, the KSAMB shall make available to the Assayers, a laboratory with required testing/assaying equipment for providing Assaying Services. The Assayers shall take charge of the laboratory after due inspection of the infrastructure provided and status updated in the asset register and maintain, at its own cost, all equipment, furniture and fixtures and other assets in a proper condition during the Term of the Agreement.
- 4.2 After the completion of the contract period the Service Provider shall hand over the laboratory with all its equipment, furniture and fixtures and other assets in working



condition to such authority as may be directed by the KSAMB. In case of failure to return any of the asset taken over by the Service Provider or damage of assets beyond normal wear and tear, KSAMB will recover the depreciated cost of such asset or repair charges as the case may be out of any dues payable to the Service Provider or the Service Provider shall reimburse such amounts to the KSAMB.

## 5. Standard of Assaying Services:

- 5.1. The Assayers shall exercise due care in providing Assaying Services and shall conduct itself in a professional manner without mollification and arbitrariness.
- 5.2. In case of a dispute before the Disputes Committee for Online Markets set up by the respective market committee under Rule 91-P(1) of the Karnataka Agricultural Produce Marketing (Regulation and Development) Rules, 1968 regarding the results of assaying as certified by the Assayers, the Assayers shall abide by such directions as may be issued by the committee including,
- (a) Re-sampling and retesting under supervision;
  - (b) Retesting in a third-party laboratory as may be directed;
  - (c) Defraying the cost of such re-sampling and retesting as may be directed; and
  - (d) Any other direction that may be given from time to time.
- 5.3. The Assayers shall not, in any Notified Market, directly or indirectly, provide Assaying Services other than to the KSAMB or transact in any Commodity, either as a buyer or as a seller in such Notified Market, without the prior permission of the KSAMB in writing.
- 5.4. In case the number of lots assayed in any calendar month is less than 18 per cent of the lots received in that calendar month in a Notified Market for any reason whatsoever, the Assayers shall be liable to pay to the KSAMB, a monetary penalty in respect of those Notified Markets as per the formula below:

*((Number of lots of Commodities received in the month in a Notified Market  
× 0.18) – Number of lots for which Assaying Services is actually provided in a month)  
× twice the rate per lot as per the contract)*



The tenderer shall note that that assaying shall be carried out for all the selected commodities arriving in the market evenly and shall not restrict testing of only few of the selected commodities arriving in the market. If arrival of number of lots of the selected commodities in a market on a day is 75 or less, ceiling of assaying for 35% of lots is not applicable and the bidder is eligible for total lots assayed within 75.

- 5.5. The monetary penalty as stated in clause 5.4 shall be computed in respect of each Notified Market and aggregated to arrive at the total monetary penalty payable for a calendar month.
- 5.6. The KSAMB reserves the right to appropriate the penalty amount from the Assayers Fees or any other amount payable by the KSAMB to the Assayers.
- 5.7. In case, the monetary penalty payable by the Assayers as per Article 5.5 exceeds 10 per cent of the Assaying Fees during a month, the KSAMB may review the performance of the Assayers and may initiate such action as may be necessary including termination of the Agreement before its expiry and in such an event, the Assayers shall not claim any compensation from the KSAMB or damages or losses.

**6. Term:**

- 6.1. The Agreement shall come into force from the date written herein above and the Agreement shall remain in force and binding on the Parties for a period of one year from the date of commencement of providing Assaying services and extendable for a further period of one more year at the same terms and conditions.
- 6.2. The KSAMB may, within 45 days before the expiry of the one-year contract period, at its sole discretion request the Assayers for an extension of the term of the Agreement by another year with same terms and conditions as contained herein which shall be binding on the Assayers. In the event of extension of the Agreement, the Assayers shall extend the Bank Guarantee/s to cover the extended term.
- 6.3. This Agreement may be terminated during its currency if both the Parties mutually agree in writing to terminate this Agreement.



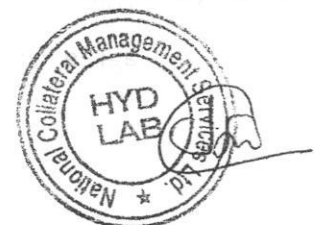


6.4. The KSAMB may, at its sole discretion terminate this Agreement by giving fifteen days' notice in writing to the Assayers in the event of:-

- (a) Unsatisfactory performance or poor quality of service provided by the Assayers, including but not limited to as stated in Article 5.7 and if the performance of the Assayer is not improved despite ten days' notice in writing by the KSAMB;
- (b) Failure to provide Assaying Services for any 3 continuous working days in a month at any Notified Market;
- (c) Any information as submitted by the Assayers at the time offering its bid in response to the tender document is found to be incorrect or false;
- (d) An event of Force Majeure has occurred and cannot be remedied by either party within a period of 15 days after its occurrence;
- (e) A petition for insolvency is filed against the Assayers or liquidation proceedings have been initiated against the Assayers or, if a Court Receiver is appointed as receiver of all/any of the Assayers' properties.

6.5. Notwithstanding anything to the contrary contained herein, in the event of breach or default of any of the terms and conditions committed by either party and such breaching Party fails to rectify the breach within 10 days, this Agreement may be terminated by the aggrieved/non-breaching Party by giving a notice of 15 days.

6.6. On expiry of the Agreement period or for any reasons whatsoever, the Assayers shall hand over the laboratory with all its equipment, furniture and fixtures and other assets in working condition, to such authority as may be directed by the Managing Director, KSAMB. In case of failure to return any of the assets taken over by the Assayers or damage of assets beyond normal wear and tear the KSAMB may recover the depreciated cost of such asset or repair charges as the case may be out of any dues payable to the Assayers or the Assayers shall reimburse such amounts to the KSAMB.



6.7. The expiry or earlier termination, howsoever occasioned, of this Agreement shall not affect any right/s and liability/ies accrued till the date of expiry or such termination.

**7. Force Majeure:**

7.1. Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and the State Government and such other acts or events beyond the control of the defaulting or delaying Party, intervening after the formation of the Agreement and impeding its reasonable performance.

**8. General Covenants:**

8.1. This Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the KSAMB and the Assayers and/or its personnel/ representatives. The Assayers and/or its personnel/representatives shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the KSAMB or in any manner bind the KSAMB or hold out or represent that the Assayers are acting as an agent of the KSAMB.

8.2. Neither Party shall assign or otherwise transfer the Agreement or any of its rights and obligations there under whether in whole or in part without the prior written consent of the other.

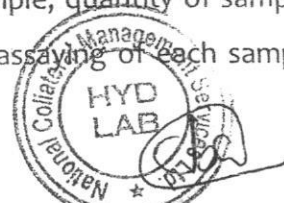
8.3. Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.

8.4. No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and



the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

- 8.5. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement unless the invalidity of such term, clause or provision of the Agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.
- 8.6. All notices relating to this Agreement will be sent by registered post/speed post or delivered in person to the addresses specified at the beginning of this Agreement or to such other addresses as may be notified in writing by either party to the other. Notices will be deemed to have been received on proof of delivery or 4 days after being sent by registered post if earlier.
- 8.7. Any difficulty arising in the implementation of this Agreement may be resolved by the KSAMB, which shall be guided by the orders issued by the Director under Rule 91 of the Karnataka Agricultural Produce Marketing (Regulation and Development) Rules, 1968.
9. **Special Conditions:**
- 9.1 The Assayer shall maintain a Register in each APMC showing the item-wise testing/assaying equipment taken over from APMC shall be maintained with indication of updated status periodically.
- 9.2 Names of the assaying staff together with their qualification to be displayed in the Laboratory.
- 9.3 List of commodities to be assayed as per contract to be displayed.
- 9.4 Procedure/Guidelines for assaying of each category of sample to be displayed.
- 9.5 Register showing: name of the commodity sample; lot number; date of lot arrival; quantity of sample drawn; name of the commission agent & his/her license number from whom sample is drawn; Time of drawal of sample; quantity of sample taken for assaying; starting time and closing time of the assaying of each sample; time



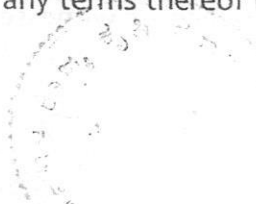
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uploading result to UMP and method of samples drawn from the lot, shall be maintained.

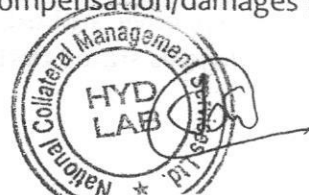
- 9.6 The size of samples tested should be strictly in conformity with the BI Standard and properly preserved in a pouch for the prescribed period duly indicating the lot number the date of testing, and assayed parameters.
- 9.7 Method of drawing the sample shall be indicated in the assayed sample pouch.
- 9.8 Referee samples shall be preserved for the prescribed period and disposed of in accordance with the procedure.
- 9.9 Record showing the issuance of test results to the buyer/seller on request against acknowledgement together with license number.
- 9.10 Record showing the details of power interruptions, reasons for power failure together with timings of power failure.
- 9.11 Register showing the dates of visit of Assaying Supervisor and his comments written therein.
- 9.12 Record to show the dates of visit of APMC Secretary and remarks after supervision in the register.
- 9.13 Record showing the disputes raised on the test results and details of solving the disputes.
- 9.14 Manual Attendance Register shall be maintained duly marking attendance immediately on arrival at the laboratory.
- 9.15 Duration of assaying in the market is about two to three hours. The agency shall collect samples from the commission agents from out of lots of tendered commodities arrived for the day and commence assaying

**10. Disputes:**

- 10.1. The Assayers and the KSAMB shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.
- 10.2. All disputes, differences or questions arising out of the Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and/or compensation/damages payable



*[Handwritten signature]*





under the Agreement or unresolved disputes as per Article 8.7 or of any matter whatsoever arising under the agreement which have not been settled, shall be resolved in accordance with the Article 9.3.

- 10.3. In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court. The decision or award given by the sole arbitrator shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Bangalore and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Bangalore only.

**11. Governing law:**

- 11.1. This Agreement shall be construed and enforced in accordance with the laws of India and both parties agree to submit to the competent courts in Bangalore.
- 11.2. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need to be produced.

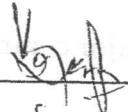
**12. Representation:**


- 12.1. The Assayers represent that all the information submitted in the bid in response to the Tender Notice are correct and true.
- 12.2. Each Party represent that it is competent to sign and execute the Agreement through their authorised representative/s.

In witness whereof the Parties hereto have signed this Agreement through their respective authorized representatives in the presence of witnesses on the date and place as stated first in this Agreement.



Signed and delivered by Managing Director, KSAMB by its authorised representative

By:   
 Name: K. Suresh  
 Title:


Signed and delivered by   
 the Assayers(NCML) by its authorised representative



By: National Collateral Management Services Ltd  
 Name: J. Surya Narayana  
 Title: Head - Operations (T & C)

Witnesses:

1. N. Satish Kumar (N. Satish Kumar)

2.  (Ch. Shashank)  
 (With names and addresses)

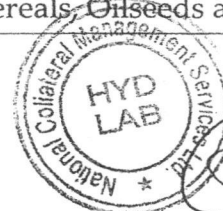
#### SCHEDULE A

List of Markets where Assaying Services has to be provided by the Service  
 Provider and major commodities groups traded there at

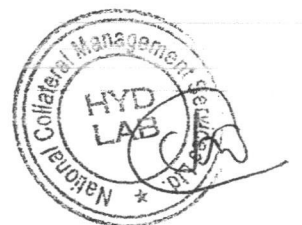
#### Package -II

Sl. No.	Name of the Market	Major commodities groups traded
Package -II		
1	Thirthahalli	Areca nut
2	Thumkuru	Cereals, Oilseeds and pulses, Areca nut,
3	Gubbi	Cereals, Oilseeds and pulses





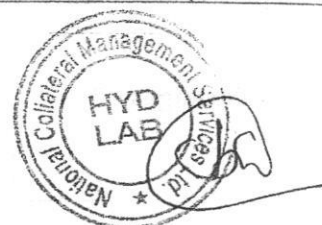
Sl. No.	Name of the Market	Major commodities groups traded
4	Huliyara	Cereals, Oilseeds and pulses, Ball copra
5	Sira	Cereals, Oilseeds and pulse, Dry chilli
6	Tiptur	Ball corpa
7	Arisikere	Cereals, Oilseeds and pulses, Ball copra
8	Mysore	Cereals, Oilseeds and pulses
9	Chamarajanagara	Turmeric
10	Soraba	Arecanut
Package- 4		
1	Bijapur	Cereals, Oilseeds and pulses,
2	Thalikote	Cereals, Oilseeds and pulses,
3	Bagalkote	Cereals, Oilseeds and pulses
4	Koppal	, Cereals and pulses
5	Kustagi	Cereals, Oilseeds (Ground Nut) and pulses,
6	Gadag	Cereals, Oilseeds and pulses,
7	Mundaragi	Cereals, Oilseeds and pulses
8	Shingavi	Cereals, Oilseeds and pulses,
9	Ranebennuru	Cereals, Oilseeds and pulses,
10	Savanur	Cereals, Oilseeds



# SCHEDULE B

Commodity Groups:

Cereals	Pulses	Oil seeds	Spices	Others
Paddy	Green Gram	Copra/ Ball copra	Dry Chillies	Arecanut
Jowar	Black Gram	Groundnut	Turmeric(Dry)	
Maize	Bengal Gram	Sunflower		
Ragi	Tur	Soyabean		
Bajra	Channa			

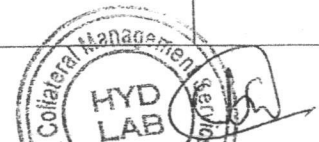




### SCHEDULE C

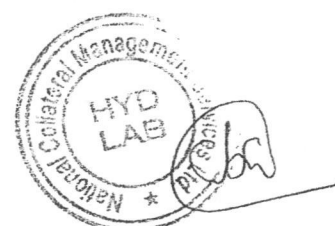
Packages -2	Commodity Group	Commodities in the group	All-inclusive rate (in Rupees per lot)	
			Amount in figures	Amount in words
Packages - 2	Cereals	Paddy, Bajra, Jowar, Maize, Ragi and the like	53	Fifty Three rupees only
	Pulses	Green gram, Bengal gram, black gram, Tur, Channa and the like		
	Oil seeds	Groundnut, sunflower,		

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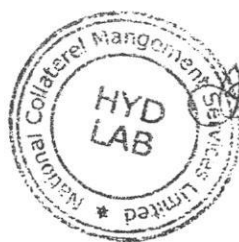


		soyabean, copra/ball copra and the like		
	Spices	Dry Chillies, Turmeric		
	Others	Arecanut		

Packages -4	Commodity Group	Commodities in the group	All-inclusive rate (in Rupees per lot)	
			Amount in figures	Amount in words
Packages -4	Cereals	Paddy, Bajra, Jowar, Maize, Ragi and the like	53	Fifty Three rupees only
	Pulses	Green gram, Bengal gram, black gram, Tur, Channa and the like		
	Oil seeds	Groundnut, sunflower, soyabean, copra/ball copra and the like		
	Spices	Dry Chillies, Turmeric		
	Others	Arecanut		



Received attested copy of agreement on 22.01.2021



(K. Mahesh)



सत्यमेव जयते

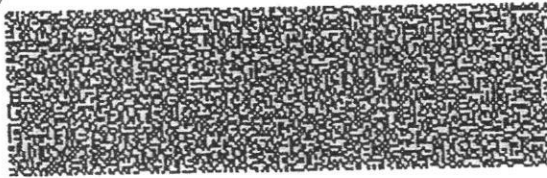
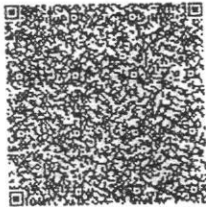
INDIA NON JUDICIAL

## Government of Karnataka

e-Stamp

Certificate No. : IN-KA80021586226761S  
 Certificate Issued Date : 09-Jul-2020 05:22 PM  
 Account Reference : NONACC (FI)/ kacrsf08/ MALLESHWARAM4/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKACRSFL0863103169098211S  
 Purchased by : SAN SAAVI TECHNO SOLUTIONS PVT LTD  
 Description of Document : Article 12 Bond  
 Description : CONTRACT AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SAN SAAVI TECHNO SOLUTIONS PVT LTD  
 Second Party : KARNATAKA STATE AGRICULTURAL MARKETING BOARD  
 Stamp Duty Paid By : SAN SAAVI TECHNO SOLUTIONS PVT LTD  
 Stamp Duty Amount(Rs.) : 200  
 (Two Hundred only)

Authorised Signatory  
 VASAVI CREDIT CO-OP. SOCIETY LTD.  
 # 103/1, 'SRI CHAKRA' East Park Road,  
 Opposite Vasavi Mahal, Malleswaram,  
 Bangalore - 560 003



Please write or type below this line

### AGREEMENT

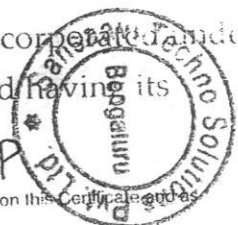
THIS AGREEMENT is made on this 14<sup>th</sup> day of July 2020 at Bengaluru between Managing Director, KSAMB office at Karnataka State Agricultural Marketing Board, No.16, 2<sup>nd</sup> Raj Bhavan Road, Bengaluru-560001, India which expression shall unless repugnant to the context thereof, include its successors and assigns of the **FIRST PART**;

AND

M/s. Sansaavi Techno Solutions Private Limited a company incorporated under the Companies Act, 1956 (or 2013, whichever is applicable) and having its

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at [www.sheltestamp.com](http://www.sheltestamp.com). Any discrepancy in the details on this Certificate renders it invalid available on the website renders it invalid.





20  
registered office at #2950, 2nd Stage, D Block, MKK Road, Ratanangudi, Bangalore 560010 (hereinafter referred to as 'the Assayers'), which expression shall, unless repugnant to the context thereon, include its successors and permitted assigns of the **SECOND PART**;

Both KSAMB and the Assayers shall wherever the context so requires, be referred to individually as 'Party' and jointly as 'Parties'.

#### WHEREAS

- i. The KSAMB provides an electronic platform for auctioning of farmer produce in the regulated markets of the state, known as Unified Market Platform (UMP), which handles all operations of the regulated market including, auctioning of the produce for efficient price discovery, material accounting, trade fulfillment and online funds settlement and;
- ii. Agricultural produce brought to markets by farmers are to be assayed in accordance with the orders issued by the Director, of Agricultural Marketing, under Rule 91-O (1) of the Karnataka Agricultural Produce Marketing (Regulation and Development) Rules, 1968.
- iii. The KSAMB invited bids for providing Assaying Services in selected Markets vide Tender notice KSAMB/Assaying/44/2019-20 dated 27-05-2020 and in response the Assayers submitted their bid and have been declared as the Selected Tenderer in accordance with the process and terms of the aforesaid tender document.
- iv. In terms of the provisions of the aforesaid tender document, the Selected Tenderer is required to enter into an agreement with the KSAMB which the Parties hereby do.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the Parties hereto agree as follows:

#### 1. Definitions and interpretation:

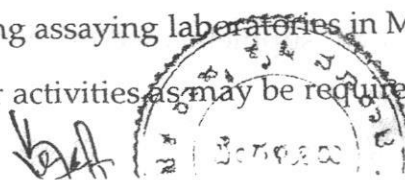
- 1.1 In this Agreement, the following words and expression shall, except where the context otherwise requires, have the following meanings respectively:



*[Handwritten signature]*



- (i) "Act" shall mean Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966 as amended from time to time.
- (ii) "Agreement" shall mean this Agreement together with all its schedules, annexures and amendments from time to time and includes the tender document with amendments thereof after the pre-bid meeting, negotiation proceedings and related correspondences.
- (iii) "Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental authorization or restriction as in force in India as on the date of this Agreement or thereafter and in each case as amended;
- (iv) "Assayers Fees" shall mean the fees to be paid by the KSAMB to the Assayers as stated in Schedule 'C' which is inclusive of all charges, costs, taxes, statutory levies etc.
- (v) "Assaying Services" shall mean all activities in relation to the determination of quality parameters of the agricultural produce in accordance with the process and procedure as prescribed in the orders issued by the Director in this regard, from time to time including,
  - (a) Collection of samples out of the lots of selected agricultural produce arriving in the market during the day from the premises of the Commission Agents for assaying.
  - (b) Drawing of samples from the lots using the methods: bottom, top, sides, zigzag etc.
  - (c) Sampling of the lots of agricultural produce arriving in the Market;
  - (d) Dividing the sample and distribution to various parties;
  - (e) Testing of the sample for the quality parameters prescribed;
  - (f) Uploading test details of the lot on to the Unified Market Platform;
  - (g) Issuing an assaying certificate to the seller in respect of the commodity tested, specifying the quality parameters and the period for which the assaying certificates is valid;
  - (h) Maintaining assaying laboratories in Markets and the equipment; and
  - (i) Such other activities as may be required from time to time.



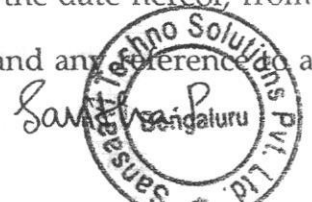
- (vi) "**Commodity or Commodities**" shall mean the Commodities as listed in the Schedule 'B' hereto as amended from time to time by the order of Director.
- (vii) "**Director**" shall mean the Director of Agricultural Marketing as defined in the Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966.
- (viii) "**Market or Markets**" shall have the meaning ascribed to it in the Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966 and includes a main market yard, a market sub-yard and a sub-market yard.
- (ix) "**Notified Market**" shall mean the Markets as listed in Schedule 'A' and as modified from time to time in terms of Article 2.2 of the Agreement.
- (x) "**Tender document**" shall mean the tender document No. \_\_\_\_\_ in response to which the Assayers offered their bid and was declared as the Selected Tenderer;
- (xi) "**Working Day**" for any Market shall mean all the days when such Market is open for sale of Commodities.
- (xii) "**Working Hours**" for any Market shall mean the hours during which Commodities are permitted to be sold in a Market.

1.2 In this Agreement, unless the context otherwise requires:

- (i) Words of any gender are deemed to include the other gender;
- (ii) Words using the singular or plural number also include the plural or singular number, respectively;
- (iii) The terms "hereof", "herein", "hereby", "hereto" and any derivative or similar words refer to this entire Agreement;
- (iv) The terms "section" "sub-section" and "schedule" refer to a section, sub-section or schedule of this Agreement;
- (v) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (vi) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from



*[Handwritten signature]*



statutory provision shall include any subordinate legislation made from time to time under that provision;

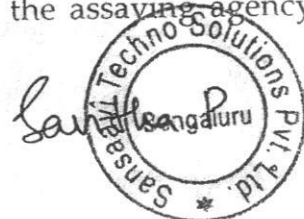
- (vii) Any term or expression used, but not defined herein, shall have the same meaning assigned thereto under Applicable Law;
- (viii) References to the word "include" or "including" shall be construed without limitation;
- (ix) Schedules annexed to this Agreement form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of the Agreement.

## 2. Assaying Services:

- 2.1 In consideration of the assaying fee as agreed herein to be paid to the Assayers by the KSAMB, the Assayers agree to provide Assaying Services and all the services related thereto to persons who bring Commodities to the Notified Markets for the purpose of sale in such Notified Markets.
- 2.2 The Managing Director, KSAMB may add or delete any Market in Schedule-A by giving 20 days prior notice to the Assayers and the Assayers shall be bound by such addition or deletion of Markets in Schedule A and to provide Assaying Services at such added Markets on the same rates, terms and conditions as per the Agreement.
- 2.3 The list of commodities for which Assaying Services have to be provided, the manner in which Assaying Services have to be provided, the time within which test details have to be uploaded to the Unified Market Platform and other details shall be specified by the KSAMB from time to time and the Assayers shall abide by such instructions.
- 2.4 The Assayers or their employees or agents shall not charge any fee from persons bringing the Commodity to the Notified Market for sale.
- 2.5 The Assayers shall station personnel/s who are sufficiently qualified to provide Assaying Services. In case of huge arrivals in a market, the assaying agency shall deploy additional personnel to cope with the work.



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26

2.6 The Assayers shall ensure that the Assaying Services are provided diligently and uninterruptedly during Working Hours and on all Working Days of the respective Market and shall ensure that alternative personnel or substitute is/are in place in the event of absence of the personnel stationed at any Market.

**3. Consideration:**

3.1. In consideration of Assaying Services to be provided by the Assayers, the KSAMB shall pay to the Assayers, the Assayers Fees as detailed in Schedule-C and in the manner that will be stipulated separately.

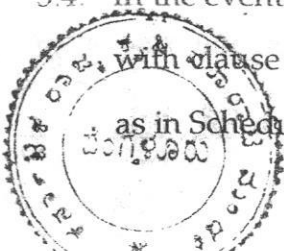
3.2. Assayers Fees is inclusive of all costs, including the costs of chemicals and other consumables required for drawing and testing the sample, uploading the results thereof, the cost of stationery and other consumables, cost of maintenance of the laboratory equipment, furniture and fixtures and other assets, managerial and supervisory charges, other expenses, all taxes, duties, levies etc., and the Assayers shall not be entitled to charge any fee, charges or other costs from the KSAMB other than amounts as stated in the Schedule-C; nor shall the Assayers charge any amount from persons bringing Commodities to the Notified Market for sale.

3.3. Any change in the rate of any taxes, duties, levies etc., from what has been specified by the Assayer in its tender shall be to the account of the KSAMB, namely,

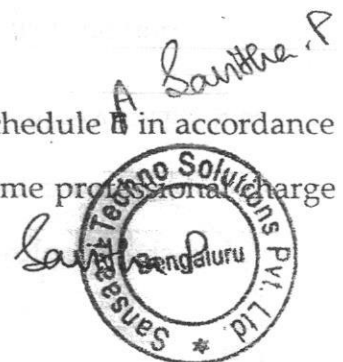
- (a) The Assayer Fees shall be increased by such percentage as the taxes, duties, levies etc., are increased; or
- (b) The Assayer Fees shall be decreased by such percentage as the taxes, duties, levies etc., are decreased.

Provided that the Assayer Fees shall not be increased or decreased for any increase or decrease in the rates of Income Tax or TDS.

3.4. In the event that the KSAMB adds any Commodity to Schedule in accordance with clause 2.2 above, the Assayers shall be paid the same professional charge as in Schedule-C.



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#### 4. Assaying laboratories:

- 4.1. At each Notified Market, the KSAMB shall make available to the Assayers, a laboratory with required testing/assaying equipment for providing Assaying Services. The Assayers shall take charge of the laboratory after due inspection of the infrastructure provided and status updated in the asset register and maintain, at its own cost, all equipment, furniture and fixtures and other assets in a proper condition during the Term of the Agreement.
- 4.2. After the completion of the contract period the Service Provider shall hand over the laboratory with all its equipment, furniture and fixtures and other assets in working condition to such authority as may be directed by the KSAMB. In case of failure to return any of the asset taken over by the Service Provider or damage of assets beyond normal wear and tear, KSAMB will recover the depreciated cost of such asset or repair charges as the case may be out of any dues payable to the Service Provider or the Service Provider shall reimburse such amounts to the KSAMB.

#### 5. Standard of Assaying Services:

- 5.1. The Assayers shall exercise due care in providing Assaying Services and shall conduct itself in a professional manner without mollification and arbitrariness.
- 5.2. In case of a dispute before the Disputes Committee for Online Markets set up by the respective market committee under Rule 91-P(1) of the Karnataka Agricultural Produce Marketing (Regulation and Development) Rules, 1968 regarding the results of assaying as certified by the Assayers, the Assayers shall abide by such directions as may be issued by the committee including,
  - (a) Re-sampling and retesting under supervision;
  - (b) Retesting in a third-party laboratory as may be directed;
  - (c) Defraying the cost of such re-sampling and retesting as may be directed; and
  - (d) Any other direction that may be given from time to time.

- 5.3. The Assayers shall not, in any Notified Market, directly or indirectly, provide Assaying Services other than to the KSAMB or transact in any Company.



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14  
either as a buyer or as a seller in such Notified Market, without the prior permission of the KSAMB in writing.

- 5.4. In case the number of lots assayed in any calendar month is less than 18 per cent of the lots received in that calendar month in a Notified Market for any reason whatsoever, the Assayers shall be liable to pay to the KSAMB, a monetary penalty in respect of those Notified Markets as per the formula below:

*((Number of lots of Commodities received in the month in a Notified Market  
× 0.18) – Number of lots for which Assaying Services is actually provided in a month)  
× twice the rate per lot as per the contract)*


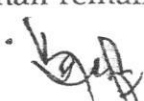

The tenderer shall note that that assaying shall be carried out for all the selected commodities arriving in the market evenly and shall not restrict testing of only few of the selected commodities arriving in the market. If arrival of number of lots of the selected commodities in a market on a day is 75 or less, ceiling of assaying for 35% of lots is not applicable and the bidder is eligible for total lots assayed within 75.

- 5.5. The monetary penalty as stated in clause 5.4 shall be computed in respect of each Notified Market and aggregated to arrive at the total monetary penalty payable for a calendar month.
- 5.6. The KSAMB reserves the right to appropriate the penalty amount from the Assayers Fees or any other amount payable by the KSAMB to the Assayers.
- 5.7. In case, the monetary penalty payable by the Assayers as per Article 5.5 exceeds 10 per cent of the Assaying Fees during a month, the KSAMB may review the performance of the Assayers and may initiate such action as may be necessary including termination of the Agreement before its expiry and in such an event, the Assayers shall not claim any compensation from the KSAMB or damages or losses.

6. Term:

- 6.1. The Agreement shall come into force from the date written herein

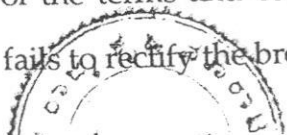
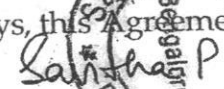
the Agreement shall remain in force and binding on the Parties for a period of



one year from the date of commencement of providing Assaying services and extendable for a further period of one more year at the same terms and conditions.

- 6.2. The KSAMB may, within 45 days before the expiry of the one-year contract period, at its sole discretion request the Assayers for an extension of the term of the Agreement by another year with same terms and conditions as contained herein which shall be binding on the Assayers. In the event of extension of the Agreement, the Assayers shall extend the Bank Guarantee/s to cover the extended term.
- 6.3. This Agreement may be terminated during its currency if both the Parties mutually agree in writing to terminate this Agreement.
- 6.4. The KSAMB may, at its sole discretion terminate this Agreement by giving fifteen days' notice in writing to the Assayers in the event of:-
- (a) Unsatisfactory performance or poor quality of service provided by the Assayers, including but not limited to as stated in Article 5.7 and if the performance of the Assayer is not improved despite ten days' notice in writing by the KSAMB;
  - (b) Failure to provide Assaying Services for any 3 continuous working days in a month at any Notified Market;
  - (c) Any information as submitted by the Assayers at the time offering its bid in response to the tender document is found to be incorrect or false;
  - (d) An event of Force Majeure has occurred and cannot be remedied by either party within a period of 15 days after its occurrence;
  - (e) A petition for insolvency is filed against the Assayers or liquidation proceedings have been initiated against the Assayers or, if a Court Receiver is appointed as receiver of all/any of the Assayers' properties.

- 6.5. Notwithstanding anything to the contrary contained herein, in the event of breach or default of any of the terms and conditions committed by either party and such breaching Party fails to rectify the breach within 10 days, this Agreement

may be terminated by the aggrieved/non-breaching Party by giving a notice of 15 days.

6.6. On expiry of the Agreement period or for any reasons whatsoever, the Assayers shall hand over the laboratory with all its equipment, furniture and fixtures and other assets in working condition, to such authority as may be directed by the Managing Director, KSAMB. In case of failure to return any of the assets taken over by the Assayers or damage of assets beyond normal wear and tear the KSAMB may recover the depreciated cost of such asset or repair charges as the case may be out of any dues payable to the Assayers or the Assayers shall reimburse such amounts to the KSAMB.

6.7. The expiry or earlier termination, howsoever occasioned, of this Agreement shall not affect any right/s and liability/ies accrued till the date of expiry or such termination.

#### 7. Force Majeure:

7.1. Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and the State Government and such other acts or events beyond the control of the defaulting or delaying Party, intervening after the formation of the Agreement and impeding its reasonable performance.

#### 8. General Covenants:

8.1. This Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the KSAMB and the Assayers and/or its personnel/representatives. The Assayers and/or its personnel/representatives shall not be entitled to, by act, word, deed or otherwise make any statement or



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11

the KSAMB or in any manner bind the KSAMB or hold out or represent that the Assayers are acting as an agent of the KSAMB.

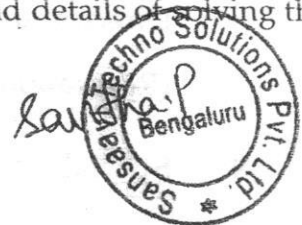
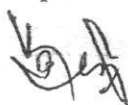
- 8.2. Neither Party shall assign or otherwise transfer the Agreement or any of its rights and obligations there under whether in whole or in part without the prior written consent of the other.
- 8.3. Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.
- 8.4. No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.
- 8.5. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement unless the invalidity of such term, clause or provision of the Agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.
- 8.6. All notices relating to this Agreement will be sent by registered post/speed post or delivered in person to the addresses specified at the beginning of this Agreement or to such other addresses as may be notified in writing by either party to the other. Notices will be deemed to have been received on proof of delivery or 4 days after being sent by registered post if earlier.
- 8.7. Any difficulty arising in the implementation of this Agreement may be resolved by the KSAMB, which shall be guided by the orders issued by the Director under Rule 91 of the Karnataka Agricultural Produce Marketing (Regulation and Development) Rules 1968.

9. Special Conditions:



70

- 9.1 The Assayer shall maintain a Register in each APMC showing the item-wise testing/assaying equipment taken over from APMC shall be maintained with indication of updated status periodically.
- 9.2 Names of the assaying staff together with their qualification to be displayed in the Laboratory.
- 9.3 List of commodities to be assayed as per contract to be displayed.
- 9.4 Procedure/Guidelines for assaying of each category of sample to be displayed.
- 9.5 Register showing: name of the commodity sample; lot number; date of lot arrival; quantity of sample drawn; name of the commission agent & his/her license number from whom sample is drawn; Time of drawal of sample; quantity of sample taken for assaying; starting time and closing time of the assaying of each sample; time uploading result to UMP and method of samples drawn from the lot, shall be maintained.
- 9.6 The size of samples tested should be strictly in conformity with the BI Standard and properly preserved in a pouch for the prescribed period duly indicating the lot number the date of testing, and assayed parameters.
- 9.7 Method of drawing the sample shall be indicated in the assayed sample pouch.
- 9.8 Referee samples shall be preserved for the prescribed period and disposed of in accordance with the procedure.
- 9.9 Record showing the issuance of test results to the buyer/seller on request against acknowledgement together with license number.
- 9.10 Record showing the details of power interruptions, reasons for power failure together with timings of power failure.
- 9.11 Register showing the dates of visit of Assaying Supervisor and his comments written therein.
- 9.12 Record to show the dates of visit of APMC Secretary and remarks after supervision in the register.
- 9.13 Record showing the disputes raised on the test results and details of solving the disputes.



9.14 Manual Attendance Register shall be maintained duly marking attendance immediately on arrival at the laboratory.

9.15 Duration of assaying in the market is about two to three hours. The agency shall collect samples from the commission agents from out of lots of tendered commodities arrived for the day and commence assaying

## 10. Disputes:

10.1. The Assayers and the KSAMB shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.

10.2. All disputes, differences or questions arising out of the Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and/or compensation/damages payable under the Agreement or unresolved disputes as per Article 8.7 or of any matter whatsoever arising under the agreement which have not been settled, shall be resolved in accordance with the Article

10.3. Sanitha.P

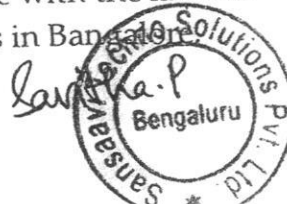
10.3. In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court. The decision or award given by the sole arbitrator shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Bangalore and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Bangalore only.

## 11. Governing law:

11.1. This Agreement shall be construed and enforced in accordance with the laws of India and both parties agree to submit to the competent courts in Bangalore



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8

11.2. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need to be produced.

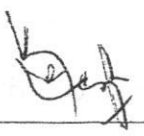
## 12. Representation:

12.1. The Assayers represent that all the information submitted in the bid in response to the Tender Notice are correct and true.

12.2. Each Party represent that it is competent to sign and execute the Agreement through their authorized representative/s.

In witness whereof the Parties hereto have signed this Agreement through their respective authorized representatives in the presence of witnesses on the date and place as stated first in this Agreement.

Signed and delivered by Managing Director, KSAMB by its authorised representative

By:   
Name: Karu Gowda  
Title: **Director of Agricultural  
Marketing, Bangalore**

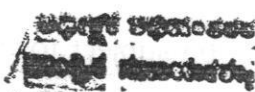


Signed and delivered by the Assayers by its authorised representative

By: Savitha P  
Name: Savitha P  
Title: Managing Director



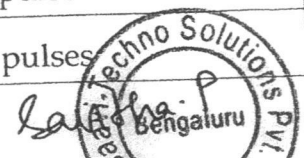
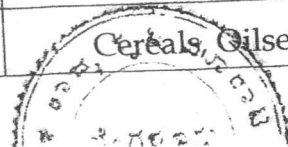
Witnesses:

1. S. Pillai 14/7/2020   
(With names and addresses)
2. 10/17  
(With names and addresses)

## SCHEDULE A

(List of Markets)

Sl. No.	Name of the Market	Major commodities groups traded
Package I		
1	Chitradurga	Cereals, Oilseeds and pulses
2	Chalkere	Cereals, Oilseeds and pulses
3	Hiryur	Cereals, Oilseeds and pulses
4	Hosdurga	Cereals, Oilseeds and pulses
5	Dhavanagere	Cereals, Oilseeds and pulses
6	Channagiri	Cereals, Arecanut
7	Shivamoga	Cereals, Arecanut and pulses
8	Sagara	Arecanut
9	Bhadravathi	Cereals, Oilseeds and Arecanut
10	Bheemasamudra	Arecanut
Package -III		
1	Baihangal	Cereals, Oilseeds and pulses
2	Ramadurga	Cereals, Oilseeds and pulses
3	Savadathi	Cereals, Oilseeds and pulses
4	Dharwada	Cereals, Oilseeds and pulses
5	Hubli	Cereals, Oilseeds and pulses, Dry chilli
6	Yellapura	Arecanut
7	Haliyala	Cereals-Maize
8	Lakshimishwara	Cereals, Oilseeds and pulses,
9	Haveri	Cereals, Oilseeds and pulses
10	Siddapura	Arecanut
Package -5		
1	Bidar	Cereals, Oilseeds and pulses
2	Balki	Cereals, Oilseeds and pulses

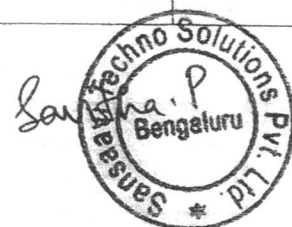


Sl. No.	Name of the Market	Major commodities groups traded
3	Bellary	Cereals, Oilseeds and pulses
4	Kottur	Cereals, Oilseeds and pulses
5	Jagaluru	Cereals, Oilseeds and pulses
6	Lingasugur	Cereals, Oilseeds and pulses
7	Raichur	Cereals, Oilseeds and pulses
8	Yadgiri	Cereals, Oilseeds and pulses
9	Shapura	Cereals, Oilseeds and pulses
10	Surpura	Cereals, Oilseeds and pulses

**SCHEDULE C**  
(Assayer Fee per lot)

Package-1	Commodity Group	Commodities in the group	All-inclusive rate (in Rupees per lot)	
			Amount in figures	Amount in words
Packages -1	Cereals	Paddy, Bajra, Jowar, Maize, Ragi and the like	34.75	Thirty four point seven five only
	Pulses	Green gram, Bengal gram, black gram, Tur, Channa and the like		
	Oil seeds	Groundnut, sunflower, soyabean, copra/ball copra and the like		
	Spices	Dry Chillies, Turmeric		
	Others	Areca nut		

*[Handwritten signature]*



Package-3	Commodity Group	Commodities in the group	All-inclusive rate (in Rupees per lot)	
			Amount in figures	Amount in words
Packages -3	Cereals	Paddy, Bajra, Jowar, Maize, Ragi and the like	35	Thirty Five
	Pulses	Green gram, Bengal gram, black gram, Tur, Channa and the like		
	Oil seeds	Groundnut, sunflower, soyabean, copra/ball copra and the like		
	Spices	Dry Chillies, Turmeric		
	Others	Arecanut		

Package-5	Commodity Group	Commodities in the group	All-inclusive rate (in Rupees per lot)	
			Amount in figures	Amount in words
Packages -5	Cereals	Paddy, Bajra, Jowar, Maize, Ragi and the like	36	Thirty Six
	Pulses	Green gram, Bengal gram, black gram, Tur, Channa and the like		
	Oil seeds	Groundnut, sunflower, soyabean, copra/ball copra and the like		
	Spices	Dry Chillies, Turmeric		
	Others	Arecanut		

