

तार : 'फूडकोर्प'

Gram : 'FOODCORP'

फैक्स नं: एचएफसीआई एनडी

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भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

मुख्यालय
नई दिल्ली
Head Quarters
New Delhi

आइ०एस०ओ० 9001:2000 प्रमाणित

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Dated: 8th Nov 2018

Contract Note

Food Corporation of India (FCI), invites bids from interested Buyers of FCI, through Online Bidding/e-Auction conducted through platform of NCDEX eMarkets Limited (NeML) www.market.neml.in the online trading system made available by NCDEX eMarkets Limited, as per the terms and conditions prescribed hereunder.

Tentative Quantity of TurWhole (Crop Year KMS 2016-17) available for **Sale on 9th November 2018** is as below:

S.No	State	Warehouse Location	Quantity (in MT)
1	Uttar Pradesh	PEG Rassoiya, Bareilly	263
2		SWC New Mandi, Bulandshahar	108
Total			371

1. Pre-Requisites for bidding:

Bidder means an individual or legal entity having necessary licenses of trading and statutory approvals for purchase of Pulses, who is interested to purchase the specified pulses (Tur whole) as per the prescribed grade and quality on "As is where is basis". Bidders may contact the FCI Regional Office for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

2. Auction Schedule:

S.No	State	Warehouse Location	Quantity (in MT)	Auction Start Time	Auction End Time	No. of Extensions	Extension Duration
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1	Uttar Pradesh	PEG Rassoiya, Bareilly	263	12:00 PM	12:45 PM	3	5 Min Each
2		SWC New Mandi, Bulandshahar	108				

3. Contract Specification:

Contract Specifications of Tur for each auction day are as follows

Maximum Available Quantity(in MT)	371MT
Trading Unit	10 MT
Price Quote	Rs./ QUINTAL
Maximum Trading Quantity	371 MT
Minimum Trading Quantity	250 MT or available Quantity (with FCI or agency) at a particular warehouse/depot whichever is less.
Tick Size	1 Rs.
Earnest Money (Refundable)	Escrow account provided by NeML
Price Quote	Ex-Warehouse without GST
Gross/Net Weight Basis	On Net Weight Basis
Mandi Tax	Mandi Tax/ Cess/ Fee paid by FCI at the time of procurement will not be recovered by FCI. However, if Mandi Tax/ Cess/ Fee is payable on sale transaction in a State/ UT, the same shall be levied/ recovered from buyers.
GST/Other Taxes	Shall be paid by buyer as applicable in addition to the price quote

Variation in available quantity of pulse on account of storage gain/loss	<p>At the time of actual delivery to successful buyer, there may be a variation in winning quantity on account of storage gain/loss. The quantity of pulse accrued on account of storage gain (upto 5% of the allotted stocks) shall be lifted by the buyer by depositing differential cost along with applicable differential taxes within 02 working days from the next working day of communication of storage gain by FCI. In case of shortages, FCI is not bound to replenish the deficient quantity, in which event FCI shall refund the balance cost.</p>
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4. Quality Parameters:

The quality parameters of Tur Whole at the time of storage are pre-certified as stated below. No dispute related to quality of the stock will be entertained post auction.

Sl. No.	Refractions	Maximum Limit
1.	Foreign Matter	2.0 % by weight
2.	Admixture	3.0% by weight
3.	Other Edible Grain	1% by weight
4.	Damaged grains /Slightly damaged / Touched (including insect damage)	3.0% by weight
5.	Broken/ Split/Unhushed	3 % by weight
6.	Weevilled Pulses	3% by weight
7.	Moisture	12% by weight
8.	Immature and Shriveled	3% by weight

5. Sampling and Inspection of Pulses:

The pulses are kept in CWC/SWC/RSWC/FSD/PEG warehouse. The quality of pulses are pre certified. In case the buyers /bidders are keen to verify the quality before participating in bid, they may contact warehouse manager with prior appointment, For Inspection of stock, bidder may contact FCI Regional Offices.

6. Submission of bids:

Bidders will have to deposit an amount equal to 5% of trade value as EMD (Earnest Margin Deposit) in escrow account provided by NeML prior to bidding. Once the auction has initiated, no request for EMD confirmation will be entertained. **Bidders have to bid for the 250 MT or available Quantity (with FCI) at a particular warehouse/depot whichever is less.**

In case the H1 bidder has quoted less than 2000 MT, the balance quantity shall be offered at H1 rate in the order of H2, H3, H4 etc. as per the quantities mentioned against their bids subject to balance available quantity.

The allocation would be on price, quantity,time (PQT)priority basis

The highest valid bid(s) shall be declared as H1 however FCI may also reject the H1 Bid(s) on their discretion. Bidders who are H2,H3,H4 or so on would be invited to match the H1 price and has to Confirm trade(H1 matching) within the stipulated time(2:30 PM to 3:30 PM) frame through the NeML auction platform. If in case no action is taken by bidder within the given time frame, trade will be treated as cancelled and the balance quantity will be allocated to the bidders who have confirmed to match H1 price.

7. Intimation to the Successful bidders and Collection of Sale Proceeds:

- i. FCI will intimate the successful bidders on the next working day of bid day through email or fax or phone.
- ii. Acceptance letter will be issued with price confirmation via email/fax.
- iii. Upon confirmation, buyer needs to deposit 100 % of traded value in the account of FCI as per the details which will be specified by FCI Regional Offices to NeML.

8. Settlement of Delivery Obligations:

- i. Sale of the stock will be made on ex-godown and "As is where is basis" against which 100 % of sale proceed has to be deposited within **02 working days** from the date of Acceptance Letter by means of RTGS to respective FCI Regional Offices Bank Accounts. Time is the essence of the contract and the stipulated time for taking delivery must be complied with.
 - a. **Payment of cost and lifting of storage gain quantity:** The exact quantity on account of storage gain will be communicated to the buyer by FCI on the same day the buyer completes lifting of the allotted quantity. On receipt of such communication from FCI, the buyer shall lift the stock by deposit of differential cost and taxes within 02 working days from the next working day of communication by FCI.
- ii. The delivery of the stocks of pulses including gain quantity (wherever applicable) will be made ex-godown on net weight basis on weighbridge only after receipt of the 100% payment by means of RTGS within 02 working days (excluding Sunday and bank holiday) from the date of confirmation of bid/communication of storage gain, failing which the allotment will be cancelled and the 5% Earnest Money deposited would be forfeited. Forfeited EMD (if any) will be transferred to the account of FCI by NeML.
- iii. FCI will issue Delivery Order within one working day upon receipt of the 100 % payment from the respective buyers.
- iv. Bidders are also required to pay GST/other taxes as applicable in the state.
- v. The bidder has to lift the commodities including gain quantity (wherever applicable) as per the following time schedule from the date of issue of Delivery Order by FCI:

Quantity of Sale Confirmed (MT)	Delivery Period (FCI Working Days)	Remarks
0 - 250*	05	* In case of gain quantity, the extra lifting time of 02 working days as stipulated in clause 8 will be applicable.
251 – 500*	12	
501 – 1000*	15	
1001 – 2000*	20	

In case of non-lifting of the commodities including storage gain (wherever applicable) within the specified delivery period, EMD shall be forfeited and FCI without giving any notice to the bidder, shall have the right to dispose off the goods at the sole risk and cost of the buyer, and recover the differential amount if any, from the buyer from the cost deposited by the buyer.

- vi. After successful completion of lifting including storage gain (wherever applicable) within the stipulated time, EMD of the successful bidder will be released by NeML upon withdrawal request at cst.neml.in and upon intimation received from FCI to do so.

9. CHARGES

Buyers are required to pay Lifting charges/Loading charges, weighing charges and other expenses, if any, at the warehouse location directly at the time of lifting delivery.

10. VALIDITY OF BID

Bid(s) must remain **valid upto 2 working days** from the date of bid.

11. DEFAULT MANAGEMENT:

- i. In case, successful bidder fails to pay 100 % trade obligation or lift stock after acceptance of the offer within the stipulated period then the EMD shall stand forfeited.
- ii. The initial deposit of EMD shall not carry interest and will be refunded without interest to the unsuccessful bidders.

12. TRANSACTION CHARGES:

NCDEX e Markets Ltd (NeML) will charge transaction charge of 0.18% (GST Extra if applicable) from the successful bidder for the traded quantity, which will be deducted from the EMD after successful lifting of the stock.

13. FORCE MAJEURE

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A

certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

14. Arbitration:

- i. In case of any dispute or differences whatsoever arising between the parties to the contract in any manner touching the subject matter or the contract, the same shall be referred to the Sole Arbitrator who shall be ED(Zone) of concerned Zone of FCI or any person appointed by the said ED(Zone) of concerned Zone of FCI. The fact that ED(Zone) of concerned Zone of FCI or the person appointed by him in his official capacity passed any orders regarding the subject matters or Arbitration will be no bar or hindrance to appointment of the ED(Zone) of concerned Zone of FCI or his/her nominee as Arbitrator to adjudicate upon the dispute or difference. The decision of the Arbitrator shall be final and binding on the parties.
- ii. FCI reserves the right to accept or reject any or all bids including the highest bid wholly or partially or counter the bid(s) including right to increase or decrease the quantity without assigning any reasons thereof and the bidder shall not raise any dispute.

(Shekhar Arvind)
DGM (Sales)
For ED (Sales)

Bidder's Information:
(Printed on Bidder's Letterhead)

1	Name of the Organization	
2	Address	
3	# TIN & CST No.	
4	# Pan No.	
5	Contact Person Name	
6	Contact Address	
7	Landline No.	
8	Mobile No.	
9	Email Id	
10	EMD details	
11	Name of Bank	
12	Bank Account no.	
13	IFSC Code No.	

Date:
Signature of Authorized Signatory:
Seal of Organization: