

FOOD CORPORATION OF INDIA

REGIONAL OFFICE.....

\_\_\_\_\_  
\_\_\_\_\_

Phone: ..... e mail: .....

No.....

Dated: .....

Food Corporation of India invites bids from empanelled traders/ bulk consumers for sale of Wheat under OMSS(D) lying at various Depots under FCI Regional Office..... through e- Auction.

The intending empanelled traders/ bulk consumers of Wheat may participate in the e-auction conducted by NSPOT on behalf of FCI on the website <https://fciauction.nspot.in> as per the following schedule:

(a) Date& time of start of e-auction \_\_\_\_\_

(b) Date & time of close of e-auction\_\_\_\_\_

Detailed instructions to bidders and terms &conditions governing the e- auction may be seen at <https://fciauction.nspot.in>

Food Corporation of India reserves the right to reject any or all bid(s) or cancel or withdraw any lot or quantity of stocks and/ or scrap the sale of Wheat through e- Auction at any stage without assigning any reasons and without any liability.

(Sd.)

**Sale of Wheat to the empanelled traders/ bulk consumers of Wheat under OMSS (D) lying at various Depots under FCI Regional Office..... through e- Auction (Auction No- ..... dated:.....)**

On behalf of the Food Corporation of India, General Manager ....., invites bid(s) through N-SPOT for sale of wheat lying at FCI/State Agencies Depots, the details of depot-wise quantity offered is indicated in **Appendix-I**, in FCI, .....Region on as is where is basis only from bulk consumers/ traders of wheat already empanelled by FCI/N-SPOT prior to the date of invitation of bid(s) for E-Auction. The terms and conditions governing the sale and the instructions to be followed for submitting the bid are set out below: -

**Instruction to Bidders and Terms & Conditions governing e- auction**

1. **DEFINITIONS:**

- i) The term „Trader/Bulk Consumer” shall mean bulk consumers/traders of Wheat. ii) The term „E-Auction” shall mean auction of food grains through the e auction platform of the service provider M/s N spot.
- iii) The term „Corporation”, “Food Corporation” and “FCI” wherever occurs shall mean the Food Corporation of India established under the Food Corporations Act.1964.
- iv) NSPOT, shall mean NCDEX Spot Exchange Ltd., which has been appointed by FCI for conducting E-Auction on its behalf.
- v) The term “General Manager” shall mean the General Manager of Food Corporation of India under whose administrative jurisdiction, the Food Corporation Depots/ Godowns to which the contract relates fall. The term “General Manager” shall also include the Deputy General Manager, Area Manager and any other officer authorized for the time being to execute contracts on behalf of the Food Corporation of India.
- vi) The terms „buyer/ intending buyer/bidder” shall mean and include the person or persons, firm or company with whom the contract has been entered into including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
- vii) The term „foodgrains” shall mean and include Wheat stocks conforming to prescribed quality parameters of „issuable foodgrains” and fit for human consumption.
- viii) The term “deposit through electronic mode” means the transfer of amount through NEFT/RTGS/any other electronic mode from the bidder” s bank account to the designated bank account of FCI.
- ix) Validity period of bids under e-auction shall mean seven working days from the date of Auction.

2. Only those bidders who are empanelled with FCI and already registered with NSPOT before the day of issue of this Notice of e- auction on NSPOT/FCI website are permitted to participate in the e-auction. The requirements of empanelment are to be read and construed as part and parcel of this document and binding on the bidders. The empanelment of interested bidders is an on going and continuous process and those bidders who are interested to get themselves empanelled may contact help desk provided by NSPOT on Toll Free No. 18002101222.
3. The details of bidding and process of E-auction is available on the link [www.ncdexspot.com/circular\\_english.aspx](http://www.ncdexspot.com/circular_english.aspx), which may be read and construed as part of these Terms & Conditions. Bidders are advised to acquaint themselves with the bidding procedure before bidding. Bidder may also contact helpdesk provided by NSPOT on toll free no 18002101222.
4. **INSPECTION OF STOCKS** :The stocks may be inspected by the intending bidder(s) on the production of empanelment letter at the godown(s)/ depot (s) from where the stocks have been offered ( as per Appendix - I) during working hours on any working day of FCI prior to the day of E-Auction.
5. **EARNEST MONEY DEPOSIT (EMD):**
  - (i) Bidder has to electronically deposit EMD calculated @ 10% of the cost of stocks intended to be purchased at the reserve price of **Wheat of .....**The EMD has to be credited through electronic mode in the designated FCI Bank Account No. ..... one day prior to the start of E-auction in single installment only. It is the responsibility of the bidder to ensure that such payment is credited to FCI account within the scheduled time.
  - (ii) If EMD is not credited in the designated bank account of FCI one day prior to the start of E-auction or Bids is submitted without/ with insufficient EMD if shall be summarily rejected and bidder shall not be allowed to participate in the bidding process.
  - (iii) EMD furnished by the bidder shall be forfeited, if the bidder withdraws his offer or modifies the terms & conditions thereof or does not keep his offer open for acceptance during the validity period or resiles from the offer or fails or neglects to observe/perform any of the obligations under the contract or violates any of the terms of contract subject to clause 10 A (v).
  - (iv) The EMD of all unsuccessful tenderers shall be refunded within three working days from the date of issuance of acceptance letter to the successful bidder. However, no interest shall be payable for delay in refund of EMD, in any case.

6. **SIGNING OF BID DOCUMENT:** During participation in the bidding process, bidder has to electronically accept the terms and conditions of E-Auction for sale of Wheat under OMSS(D) for bulk consumers/traders. Participation in the e auction signifies the express consent of the bidder to his acceptance of all terms & conditions of the e auction.

7. **SUBMISSION OF BID(S):**

(i) The bidder(s) shall participate in the e- auction separately for each Depot. The bidder shall quote the rate per quintal at or above the reserve price of Wheat of **Rs.1550/- for URS CROP 2015-16** on e- auction platform as depicted at **Appendix-II**. Railway freight from Ludhiana to nearest Railhead and Road transportation cost from such railhead to depot will be added in the quoted price to arrive at the sale price. Applicable taxes will be levied extra. Each bid shall be for a minimum quantity of 100 MT and total quoted quantity for all Depot(s) put together in an e-auction shall not exceed 3500 MT.

(ii) Once submitted, the bids can be modified only upward in terms of either rate [in multiple of Rs. 5/- (Rs. Five)] or quantity (in multiple of 50 MT) or both. All bid(s) shall be irrevocable. The bidders are not permitted to withdraw the bids. Bidders shall keep their offers open for acceptance for seven working days from the date of e auction, failing which the EMD furnished by the bidders is liable to be forfeited.

8. **ACCEPTANCE OF BIDS :**

For acceptance of Bids, each depot shall be treated as a separate unit. Bid(s) will be accepted on the principle of Price, Time and Quantity. For each depot, first the quantity as quoted by H-1 will be approved at H-1 rates. Then the quantity as quoted by H-2 will be approved at H-2 rates. This process will continue till the depot wise quantity offered is exhausted. In case of similar rate being quoted by multiple tenderers at any stage i.e. H1, H2...etc, the available quantity (if less than the total bid quantity) shall be accepted on "first quoted first allotted basis" i.e the bidder who has quoted the rate first will be allotted the bid quantity subject to availability of stocks for allocation. In case of similar rate being quoted by multiple tenderers at the same time, the bidder who has quoted for the higher quantity shall be allotted the bid quantity subject to availability of stocks for allocation.

09. **Communication of Acceptance.**

The contract, if any, which may eventuate from the E-Auction, shall be governed by the conditions as mentioned in the terms and condition(s) for E-Auction, its Appendices and Annexures, Notice Inviting Bid and Acceptance Letter.

After the close of the e-auction, Acceptance letters will be communicated to the successful bidders by e mail in the e-mail ID provided by the bidder at

the time of empanelment and the same can also be viewed by logging into the system at <http://fcir.nspot.in>.

The acceptance of the Bid by the General Manager or an officer authorized by him on his behalf shall constitute the contract between the bidder and the Food Corporation of India and no separate Agreement is required to be executed after the issue of the Acceptance Letter.

10. **PAYMENT OF COST & DELIVERY SCHEDULE:**

- A.i) Price of wheat shall be payable on the net weight basis. All taxes, levies, fees, charges etc. of any nature whatsoever leviable by any authority in respect of the sale of wheat through e auction shall be payable by the buyer in addition to the sale price of Wheat.
- ii) The EMD furnished by the successful bidders shall be adjusted towards the cost of stocks and applicable taxes. The successful bidder(s) shall deposit remaining cost of the stocks along with applicable taxes within seven (7) working days from the next date of issue of the acceptance letter in FCI Bank Account No. .... through electronic mode.  
In case, the allotted quantity is equal to or more than 2000 MT, on the request of buyer, FCI may allow extension in period of deposit of cost of stocks and applicable taxes for a maximum period of another 7 working days. However, penal interest of 2% over and above the Bank rate at which the FCI is borrowing would be charged upto date of deposit of cost beyond free period of 7 working days. The buyer can deposit the cost within the above period in maximum 2(two) instalments. Release order can be downloaded by the bidder only after deposition of full cost along with applicable taxes **and no part Release Order shall be issued**. In case of Inter-State sale, the buyers have to opt for one out of two options i.e. with „C” form and „without „C” form”. For the purpose of depositing the cost of stocks/lifting of stocks, the day of communication of acceptance shall not be counted.
- iii) In case the successful bidder fails to deposit the balance cost along with applicable taxes & levies within the stipulated time, his bid is liable to be cancelled and the EMD furnished will be forfeited. No extension of time will be granted for deposit of Cost at any circumstance.
- iv) The buyer shall complete the lifting within free period of fourteen (14) working days from the next date of communication of acceptance by FCI.
- v) After Fourteen (14) working days, on the request of buyer, Area Manager, FCI may allow the extension for a maximum period of another Fourteen (14) working days for lifting the stocks from FCI godowns on payment of storage charges in case the allotted quantity is less than 2000 MT.

In case, the allotted quantity is equal to or more than 2000 MT, on

the request of buyer, Area Manager, FCI may allow the extension for a maximum period of another Twenty One (21) working days for lifting the stocks from FCI godowns on payment of storage charges.

The lifting of stocks in the extended period beyond free period of fourteen (14) working day shall be on payment of storage charges at the rate of 50 paise per qtl. per day subject to total minimum of Rs. 2000/-. These storage charges shall be recovered in respect of the unlifted quantity of stocks during the extended period (actual period for which the stocks remain in the godown). After expiry of twenty eight (28)/ thirty five (35) working days, as the case may be, no further extension will be granted and an amount equivalent to value of the unlifted quantity or amount equivalent to EMD, whichever is lower, shall be recovered/ forfeited and the balance amount if any, to be refunded to the bidder.

- vi) In case, FCI is unable to provide the full/part quantity from a depot approved in the tender due to non- availability of stock or operational constraints of FCI, the shortfall in the quantity may be offered by the concerned Area Manager from other depot(s) on the request of the buyer without any additional cost to FCI, subject to availability.
  - vii) FCI will not be responsible for delayed receipt of payment of EMD / Cost due to failure of third parties like banks etc.
  - viii) If the successful bidder is unable to lift the allotted stocks within the stipulated period of lifting because of operational difficulties of FCI or reasons beyond human control (Force Majeure) the concerned General Manager, Region, FCI may consider to refund the balance amount equivalent to the unlifted stocks of Wheat based on merit of each case, provided Force Majeure event is notified by the tenderer to FCI in writing within seven (7) days of occurrence of such event. A speaking order has to be passed by General Manager, Region elaborating the operational difficulties of FCI and action taken if such difficulties are caused due to negligence. Under no circumstances, stocks shall be delivered to any successful bidder after the expiry of the stipulated delivery period.
- (B) The food grains will be sold on "as is where is basis".
  - (C) The Food Corporation of India reserves the right to withdraw from the sale any quantity included in the E-Auction prior to the acceptance of offer(s).
  - (D) The buyer shall make his own arrangement for transport and will not be entitled to claim any facility or assistance for transportation from the Food Corporation of India. However, the stocks shall be loaded in the trucks of the successful bidder at the cost of FCI.
  - (E) In case the successful bidder wishes to take delivery of the stocks, through a representative, he (buyer) must authorize such representative through a Letter of Authority in prescribed format **(Appendix- III)** which

shall be presented to the Depot in-charge of concerned Depot. Depot in-charge after verifying the bonafides of the authorized representative/Letter of Authority shall issue the stocks to Authorised representative. However, such Delivery shall be at buyer's sole responsibility and risk and no claim whatsoever, shall lie against the Food Corporation of India on any account, if delivery is affected to a wrong person.

- (F) The FCI shall deliver stocks on 100% weightment basis. The weightment Slip shall be prepared in triplicate and signed by the buyer/his representative in token of acceptance of quantity & quality.
- (G) Delivery shall be given only during working hours on all FCI working days on presentation of the copy of the Release Order digitally signed by FCI and NSPOT, by the buyer/his representative to the Depot Incharge,.
- (H) The Food Corporation of India does not guarantee to make available any definite quantity to the bidder.
- (I) The Food Corporation of India reserves the right to accept or reject the bid(s), without assigning any reason.
- (J) The bidders shall make their arrangements for obtaining permits, if any required from the State Government /any other authority.
- (K) The wheat so purchased from FCI under OMSS through e auction will be utilized domestically and shall not be exported by the bidder. If the bidder violates any of the terms and conditions of the empanelment or found to be furnishing any wrong/false information at any stage, then in addition to forfeiture of EMD, bidder will be debarred from participating in future tenders floated by FCI for disposal of foodgrains and coarse grains for a period of one year.

11. **CORRUPT PRACTICES:**

If any bribe, commission, advantages offered or promised by or on behalf of the tenderers to any officer/ employee/ servant of the Corporation and NSPOT, then such bidder(s) shall be debarred from the E-Auction in addition to initiating criminal action. Canvassing in any form on the part of the bidder on or his behalf will also make his tender liable for rejection.

12. **INDEMNITY:**

The bidder shall defend, indemnify and hold FCI and their respective officers, directors, agents, and employees, harmless during and after the E-Auction against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the bidder any way connected with the acts, negligence, breach, failure to perform obligations relating to the bidder.

13. **COMPLIANCE OF LAWS:** Both FCI and Bidder shall comply and abide by all applicable laws including without limitation all applicable Rules made thereunder.

14. **LIMITATION OF LIABILITY:** In no event shall FCI be liable for any direct or indirect or consequential damages of any kind suffered by the bidders or their agents or beneficiaries, in connection with the sale of food grains through e auction and/or use of e auction platform of the service provider.

15. **GOVERNING LAW & DISPUTES RESOLUTION:**

The grievances of the affected bidders and general public will be decided by GM(Region) FCI in a time bound manner and if Bidder(s) is not satisfied/ still aggrieved with the decision of GM(Region), an appeal lies to concerned ED(Zone) FCI. Any unresolved disputes between the bidder(s) to the contract will be settled in the Court of Law of competent jurisdiction at .....

The contract shall be governed and interpreted in accordance with the Laws of India in force.

( )  
For and on behalf of Food Corporation of  
India

General Manager(Region)

.....



## Appendix – I

Details of depot-wise quantity of wheat offered to empanelled traders/ bulk consumers of Wheat under OMSS (D) lying at various Depots under FCI Regional Office..... through e- Auction (Auction No. ....date .... )

for e-auction

Sl. No.	Name of Depot	Details of quantity offered (in MT)				Railway Freight and Road Transportation cost (Rs.)
		Crop year 2013-14 and earlier		Crop year 2014-15		
		Quantity	Reserve Price (Rs./Qtl)	Quantity	Reserve Price (Rs./Qtl)	
<b>1</b>	Depot 1					
<b>2</b>	Depot 2					
<b>3</b>	Depot 3					

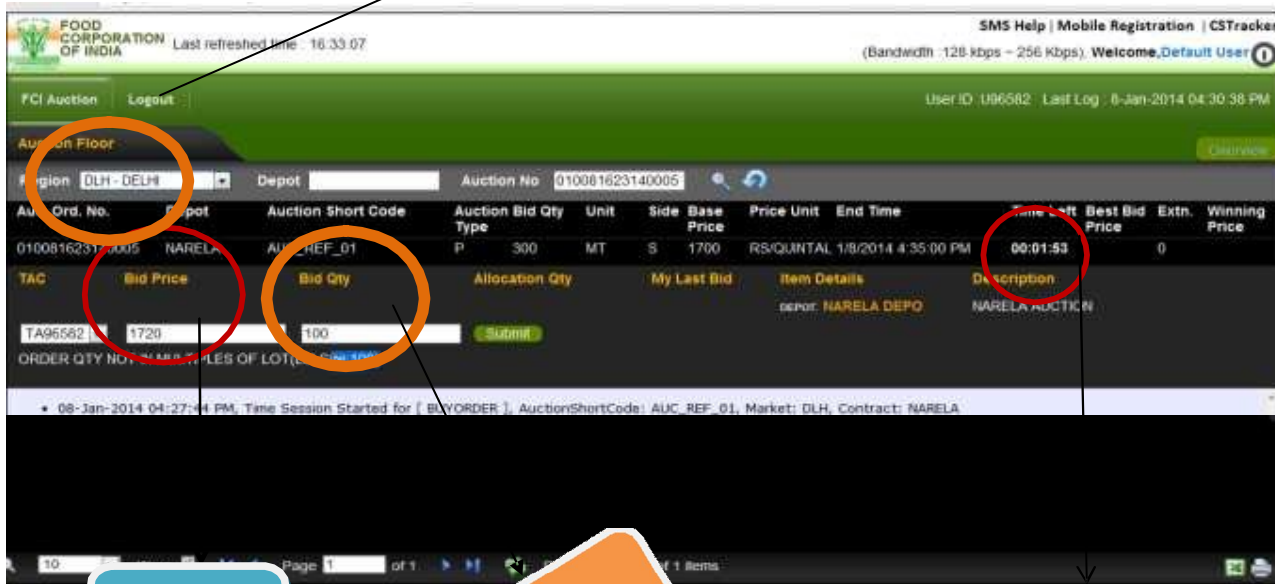
Format of rates to be quoted in the e auction platform.



1) FCI Auction  overview – Select Region – will give details of FCI depots (Auction Timings

Auction quantity, base price etc.) scheduled for e- auction for the day. Click on **BID**

Select FCI Auction  Auction Floor  Select Region



Quote  
 BID Price  
 in  
 Rs./Quin  
 tal

Quote  
 quantity in  
 MT ( Metric  
 tonnes)

Time left  
 for  
 completion  
 of \_\_\_\_\_ E  
 Auction



ON NON JUDICIAL STAMP PAPER OF Rs. 100

LETTER OF AUTHORITY

I/WE.....S/O.....  
PROPRIETOR/PARTNER/DIRECTOR OF M/S....., ADDRESS,  
DO HEREBY AUTHORISE  
SHRI.....S/O.....FOR TAKING DELIVERY OF THE  
STOCKS ON MY/OUR BEHALF ALLOTTED TO ME/US IN THE E AUCTION DATED  
..... RELEASED BY FOOD CORPORATION OF INDIA, REGIONAL OFFICE,  
\_\_\_\_\_ vide release order No. .... Dated .... SIGNATURE OF  
THE AUTHORISED REPRESENTATIVE

IS ATTESTED AS UNDER.

SIGNATURE OF AUTHORISED REPRESENTATIVE

WE ARE BOUND BY THE ACTS OF OUR AUTHORISED REPRESENTATIVES AND  
CONFIRM AND RATIFY THE ACTIONS AND DEEDS OF THE SAID AUTHORISED  
REPRESENTATIVE AND UNDERTAKE AND DECLARE THAT THE STOCKS  
DELIVERED TO THE AUTHORISED REPRESENTATIVE IS COMPLETE AND  
CONCLUSIVE DISCHARGE OF FCI FROM ITS CONTRACTUAL OBLIGATIONS.

(PROPRIETOR/PARTNER/DIRECTOR)

( ATTESTED BY NOTORY PUBLIC WITH NOTORY STAMP & SEAL)