The Executive Director,
Food Corporation of India,
Zonal Office:
NOIDA (UP)/ MUMBAI.

The General Manager,
Food Corporation of India,
Regional Office:
MUMBAI/ AHMEDABAD/ RAIPUR/ KOLKATA/ BUBANESHWAR/
PATNA/ RANCHI/ CHENNAI/ THIRUVANATHAPURAM/ BANGALORE/
HYDERABAD/ GUWAHATI/ NAHARLAGUN/ SHILLONG/ DIMAPUR/
LUCKNOW/ NEW DELHI/ DEHRADUN/ JAIPUR/ SHIMLA/ JAMMU.

Subject:  Sale of wheat to bulk consumers/private traders through

Ref:  This office letter No. J. 1(1)/ 2014/ OMSS (D)/B C/ S.III/Vol.IV

Sir,

Kindly refer to the communication cited above.

1) Ministry of CAF&PD vide its letter dated 25.07.2014, has conveyed
allocation of 100 lakh MT of wheat for sale to Bulk Consumers and Private
Traders under OMSS(D) through e-auction including dedicated movement
from FCI godowns during 2014-15 till 31.03.2015 including delivery period.
Accordingly, the directions for sale of wheat ex godown delivery has already
been issued vide Hqrs. letter dated 25.07.2014. It is hoped that the field
offices must have by now initiated necessary action for commencement of e-auction as per the schedule prescribed by Hqrs.

2) It has also been decided to undertake e-auction of wheat on dedicated movement basis from depots of State Agencies of Punjab, Haryana and Madhya Pradesh through the existing Service Provider M/s. NCDEX Spot Exchange Ltd., who has provided a separate link on its website for this purpose, as per the following details:

2.1 The Reserve Price of wheat will be Rs.1500/- per quintal for wheat stock of 2013-14 or earlier years and Rs.1570/- per quintal for wheat stock of RMS 2014-15.

2.2 The buyers empanelled/registered with FCI from anywhere in the country will be eligible for participating in the bid subject to other conditions under OMSS(D) scheme being met by them.

2.3 The notice of e-auction will be issued on every Monday and e-auction will be conducted on every Thursday.

2.4 The buyer under this scheme, will place indent with the Railways for supply of Rake on Saturdays and Sundays.

2.5 While selecting depots for offering wheat under e-auction, GM(Region) shall follow instructions contained in Hqrs QC Division Circular No.1 of 2014 dated 13.03.2014, enclosed guidelines, and other instructions in vogue/issued from time to time.

2.6 The State Governments/UT Administrations may also be allowed to participate in the e-auction at par with other buyers, if they require wheat outside TPDS & OWS on the same terms.

2.7 GMs(Region) of Punjab, Haryana and Madhya Pradesh should cause wide publicity to the scheme by giving Advertisement and Press release immediately. GMs of other regions will also give wide publicity to the scheme and inform the empanelled buyers in their Region about sale of wheat through dedicated movement in Punjab, Haryana and M.P.

2.8 All GMs(Region) are to be in readiness to issue notice for e-auction positively on 04.08.2014 without fail.
2.9 EDs(Zone)/GMs(Region) are requested to inform sale progress on weekly basis through e-mail to be sent to gmsales.fci@nic.in and edsales.fci@nic.in.

2.10 GMs(Region) shall scrupulously follow the instructions for sale of wheat through e-auction enclosed as Annexure-I.

2.11 Revised MTF for e-auction is enclosed at Annexure-II.

2.12 All the other guidelines issued earlier for the scheme will remain unchanged.

Yours faithfully,

(Rohit Garg)
AGM(Sales)
For GM(Sales)

Copy to:-
1) The Executive Director, Food Corporation of India, Zonal Office, CHENNAI/ KOLKATA/ GUWAHATI.


3) M/s. NCDEX Spot Exchange Limited, Mumbai.........For information and necessary action please.

4) The Joint Secretary (Policy), Department of F & PD, Ministry of CA, F & PD, Krishi Bhawan, New Delhi.

5) All EDs, FCI, Headquarters, New Delhi.

6) PS to ED(Sales).

7) PS to CMD.
SALE OF WHEAT UNDER OMSS (D) THROUGH DEDICATED MOVEMENT.

FCI shall undertake e-auction for sale of wheat under OMSS (D) through dedicated movement from depots/godowns of State Agencies of Punjab/ Haryana/M.P to be moved by buyers by arranging Rakes as per the following details:

1. Wheat shall be sold through the process of e-auction to the empanelled bulk consumers/traders for dedicated movement through Rakes arranged by the buyers.

1. The e-auction shall be a two stage process:

(i) Empanelment of bulk consumers/traders: Empanelment of bulk consumers/traders shall be carried out by the Service Provider appointed by FCI (NCDEX Spot Exchange Ltd. at present). However, the existing empanelled bulk consumers/traders who have already been issued user id and password may directly participate in the e-auction.

(ii) E-auction by the service provider on electronic platform.

3. GMs (Region) shall give wide publicity to the scheme by giving advertisement and press releases in one National daily and one Regional daily having wide circulation in State/UT besides hosting the same on FCI website, Service Providers website and on www.tenders.gov.in, informing the prospective buyers about :

(I) Open sale of wheat indicating the quantity intended to be auctioned and reserve price for same.

(ii) Empanelment of buyers for bulk sale.

(iii) Dates for conducting e-auction in the month.

4. The Service Provider shall empanel the bulk consumers/traders on the basis of following documents after due verification. The process of empanelment is to be completed within two days of receipt of the application alongwith following documents:

(i) An attested copy of the current VAT/Trade Tax Registration.

(ii) An attested copy of PAN issued by Income Tax Department.

(iii) Attested copies of the latest Annual balance sheet and profit & loss account duly audited by a chartered accountant. In case of
newly established firm or the existing firms which have recently started to deal in the business of wheat, a provisional Balance Sheet and Profit and Loss Account for a quarter/Half year accompanied by a limited review by Auditor/Chartered accountant should be furnished. The Balance Sheet/Profit & Loss Account shall also evidence that the firm is dealing in the business of wheat, failing which the firms shall submit copy of VAT returns/Annual Report by way of additional documents, to evidence that the firm is dealing in the business of wheat.

(iv) An Undertaking on a stamp paper of Rs 100/- that the wheat so purchased from FCI under OMSS(D) will be utilized domestically and will not be exported by the bidder.

The Service Provider will ensure that the documents relating to technical qualifications are valid during the currency of the auction including lifting period.

5. Thereafter, the Service Provider will intimate the buyers about their empanelment and advise them to deposit Rs. 1000/- (Rs. One Thousands only) in its account for registration and issuance of user id and password. Service provider will generate user id and password within two days of receipt of requisite amount and communicate the same to the empanelled buyers. Empanelled buyers may contact Service Provider in Toll Free Number 1800210222 for any query. The Service Provider shall intimate the details of such parties immediately to concerned Regional Office.

6. The empanelment shall be an ongoing process through Service Provider. The Service Provider shall furnish copy of the documents along with complete details of the fresh empanelled parties such as name, address, contact/mobile/e-mail, TAN/VAT details, bank details etc. to concerned Regional Office by 7th of the next month.

7. Only those parties, who are empanelled with FCI and registered with Service Provider(NSBOT) before the day of issue of notice of e-auction on NSBOT/FCI website shall be permitted to participate in that e-auction. Newly empanelled buyers can however participate in subsequent e-auction(s) after receiving user id and password from Service Provider.

8. Parties empanelled in one State/UT can participate in the E-Auction of other States/UTs.

9. Depot-wise bids would be invited by R.O, FCI from depots/ godowns of State Agencies of Punjab/ Haryana/M.P to be moved by buyers by arranging Kakes. 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.

While selecting the depots for offering wheat under e-auction, GMs(Region) shall follow the instructions contained in QC Division Circular No. 01 of 2014 dated 13.03.2014 and other instructions in vogue issued from time to time in relation to maintenance of FIFO principle.

While offering stocks from various depots under OMSS(D), godowns where demurrage/wharfage charges are consistently higher should be taken into consideration.

10. The quantum of stock to be offered for sale shall be in multiple of Rakes. However, concerned R.O will keep some stock as cushion in order to meet the additional requirement of foodgrains in case Jumbo rake is placed by railways. Stock will be sold to a single buyer or a group of buyers with one lead buyer, who will have all the dealings with FCI on behalf of the group by virtue of Power of Attorney, duly executed on a non-judicial stamp paper of appropriate value duly attested by a Notary, executed by all the members of group in favour of the lead member. In a single bid, more than one rake will not be sold to a single buyer or a single group of buyers. Bids, which are only at or above the Reserve Price as applicable for Punjab, Haryana and M.P under OMSS(D), will be considered.

For acceptance of tender, each depot shall be treated as a separate unit. After completion of e-auction, the Service Provider shall prepare a depotwise list of bidders in descending order (from highest bid to lowest bid). Bid(s) will be accepted on the principle of price and time. For each depot, first the rakewise quantity as quoted by H-1 will be approved at H-1 rates. Then the full rake wise quantity as quoted by H-2 will be approved at H-2 rates. This process will continue till the rake wise depotwise quantity offered in a depot is exhausted. In case of similar rate being quoted by multiple tenderers at any stage the bids shall be accepted on “first quoted first allotted basis” i.e the bidder who has quoted the rate first will be allotted the rake subject to availability of stocks for allocation.

11. Depot-wise quantity offered and reserve price would be provided to the service provider by the respective GMs (Region) to enable the service provider to invite bids on specified day/date. The quantity offered shall be in multiple of rake (2650MT). While conducting the e-auction, the service provider shall provide Notice of e-auction by e-mail and SMS to all empanelled buyers three days before conduct of each e-auction and also upload the notice in its website. The service provider shall also forward a copy of the notice to the concerned GM (Region) of FCI to facilitate its uploading on the FCI website and www.tenders.gov.in. Copies of e-auction
12. The Service Provider shall ensure that the Prospective bidder shall have to accept the terms & conditions governing the sale of wheat under OMSS(D) at the time of participating online in every e-auction, before their bids are processed.

13. GM (Region) FCI shall operate the already opened separate Cash Credit account for the purpose of e-auction of wheat and provide view right to the service provider. The Earnest Money Deposit (EMD), as applicable shall be deposited by the bidders in the said separate Cash Credit Account. The EMD of unsuccessful Bidders shall be refunded by FCI on the advice of the Service Provider within three working days through NEFT/RTGS from the date of finalization of auction. The EMD of successful Bidders will be adjusted against the cost of stocks.

14. The auction window shall be kept open from 11.00 A.M. to 2.00 P.M. on the day of auction. During the bidding process, the participating Bidders shall be able to see the highest depotwise quoted rate only.

15. At the end of the auction, the Service Provider shall furnish the following details electronically to the concerned FCI Regional Office by 3.00 P.M. on the same day:

(i) Depotwise list of successful bidders alongwith details of the bid.
(ii) Detailed bid history
(iii) Quantity indented and quantity accepted
(iv) Details of EMD etc.
(v) List of unsuccessful bidder alongwith the details of the EMD deposited by them.

16. GM (Region) will immediately verify the receipt of EMD of the successful bidder in the system itself and only after authorization by GM (Region), the Service Provider will communicate to the successful bidders electronically on the same day and ask them to deposit the balance cost of stock including taxes/levies, as applicable, directly into the separate FCI Cash Credit Account.

17. After verifying collection of the sale proceeds including Taxes/Levies, as applicable deposited by the successful bidder directly in the separate Cash Credit Account, the Service Provider will forward digitally signed release order to the concerned Area Manager. Simultaneously the concerned FCI RO shall confirm electronically the receipt of the sale proceeds to the concerned FCI Area Manager. The digitally signed release order forwarded by the Service provider will be checked and digitally signed.
by FCI Area Office in the system itself. Finally, the release order duly
digitally signed by the service provider and authorized officer of concerned
Area Office with a minimum class-II level digital signature will be generated
by the successful Bidders for taking delivery from specified Depot of FCI.

18. For the purpose of deposition of cost of stocks/lifting of stocks, the
day of communication of acceptance shall not be counted.

19. Quality of the stock will be checked by the buyer at the godown
before it is moved to the Railhead for loading to Rake. FCI will not entertain
any complaint/issue raised by buyer about the quality of the stock once the
wheat starts moving from the godown for loading to Rake.

20. The buyer can depute his representative at the time of loading to
trucks and at weighment point. The weight recorded at the weighbridge will
be treated as the final weight and issue of any shortage will not be
entertained by FCI at any stage.

21. The buyers participating in the bid will have to make payment of
10% of the cost of stocks in terms of one rake load (2650 MT) at the
reserve price as EMD, alongwith their bid, electronically through
RTGS/NEFT, in favour of concerned GM Region of FCI. In case of
successful bidders, the amount of EMD will be adjusted towards cost of
wheat sold. The successful buyer will have to ensure payment of balance
cost of wheat sold to him in terms of rake load (2650 MT) along with
applicable taxes through RTGS/NEFT within seven working days from the
date of communication of acceptance. However, in case of placement of
Jumbo Rake(3350 MT) by Railways, and upon request of the buyer, the
excess quantity over and above 2650 MT may be delivered subject to the
availability on deposit of the differential cost alongwith applicable
differential taxes by the buyer with the concerned Area Manager of Punjab,
Haryana and M.P electronically through RTGS/NEFT favouring the Area
Manager, FCI and the R.O for the balance quantity will be issued by
respective Area Office.

In case 2650/3350 MT stock is not loaded into rakes due to lesser
carrying capacity of wagons, the differential cost equivalent to the short
loaded quantity will be refunded to the bidder by respective Area Office of
FCI.

22. Bidder will place the indent with railways only after receiving the
confirmation of the acceptance of his bid. In case the date of placement of
indent is prior to date of acceptance, FCI will not load the rake.

The buyer shall also furnish a copy of RR to concerned Area
Manager/Manager (Depot) as a proof of Inter-State sale.
23. The State Agencies shall supervise and undertake issue of stock from Agency godowns, loading to trucks, transportation of stock from godowns to Rail-head and loading to rakes. No additional cost for the same will be charged from the buyer. Necessary tie-up with the State Agencies for supervising the entire operations starting from issue of the stock from the godowns upto the time of loading to Rakes, will therefore, have to be made. However in Depots where the State Agencies do not have the transport contractor in place, transportation through FCI H&T contractors has to be carried out under supervision of FCI.

24. It will be the buyer’s responsibility to place indent for placement of Rakes, pay the Railway freight from the loading station to the destination and other Railway charges except demurrage at loading station if any, for movement of stocks out of Punjab, Haryana and M.P. The demurrage at the loading station will not be buyer’s responsibility. However, as per rules of the Railways, the demurrage will be paid by the consignor to the Railways i.e buyer in this case. Since the Railways also gives waiver on accrued demurrage charges in case of incurrence of demurrage due to the factors beyond the control of consignor(buyer) for which waiver appeal shall be preferred by the consignor(buyer) within ten days from the date of loading. Railway will give refund to the consignor if there is merit in the case. In case the buyer is not satisfied with the waiver during first appeal, the buyer shall appeal to the higher authorities as per circular No. 39 of 2004. The concerned FCI Area Manager/GM(Region)shall reimburse the actual demurrage after waiver, paid by the buyer once all available channels of appeal are exhausted. The buyer has to pay the demurrage charge to ensure timely loading of rake which may be released to the buyer later on after taking proof of payment of demurrage from the buyer.

The demurrage, if any, shall be recovered from the H&T Contractor, if it is caused due to his fault. The buyer shall also furnish copy of RR to concerned Area Manager/Manager(Deport) as a proof of inter-state sale.

25. The buyer under this scheme, will place indent with the Railways for supply of Rake on Saturday and Sundays. Successful bidder will place the indent for rake to railway after deposition of full cost to FCI. FCI may not place regular indent for loading on Saturday and Sundays for the points of loading where the buyers under OMSS (D) will place indents under ‘D’ Category.

26. The grievances of the affected bidder(s) and general public will be decided by GM (Region) in a time bound manner and if bidder(s) is/are not satisfied/ still aggrieved with the decision of GM(Region), then appeal may be made to ED(Zone)s. Further, any unresolved disputes between the
parties to the contract will be settled in the Court of Law of competent jurisdiction.

The contract shall be governed and interpreted in accordance with the Laws of India in force. The Courts at _________ (State) shall have exclusive jurisdiction to adjudicate the disputes arising out of the contract.

27. A list of successful bidders along with details of Rake/quantity of wheat allotted and the accepted quotes shall be hosted on the website of service provider as well as that of FCI.
Food Corporation of India invites bids from empanelled traders/ bulk consumers for sale of Wheat under OMSS(D) through dedicated movement 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 OMESS (D) through dedicated movement lying at various Depots under FCI Regional Office............. through e-Auction (Auction No. ........ date .... )

On behalf of the Food Corporation of India, General Manager invites bid(s) through N-SPOT for sale of wheat through dedicated movement 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 occur 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 'Rate' shall mean the rate of payment accepted by the General Manager for and on behalf of the Food Corporation of India.

viii) The term 'foodgrains' shall mean and include Wheat stocks conforming to prescribed quality parameters of 'issuable foodgrains' and fit for human consumption.

ix) 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.

x) Validity period of bids under e-auction shall mean seven working days from the date of Auction.
xi) The term ‘Rake load’ shall mean 2650 MT (3350 MT in case of Jumbo Rake) of foodgrains.

xii) The term “State Agency Godowns” shall mean, godowns including CAP of various State Agencies of Punjab, Haryana and Madhya Pradesh.

xiii) The term ‘Dedicated Movement’ shall mean a dedicated rake to be arranged by the buyer at its own cost for loading of 2650 MT wheat.

2. In a single e-auction, stock of more than one rake will not be sold to a single buyer or a single group of buyers with one lead buyer, who will have all the dealing with FCI on behalf of the group by virtue of Power of Attorney, duly executed on a non-judicial stamp paper of appropriate value duly attested by a Notary, executed by each and every member of group in favour of the lead member. Each member of the group shall also be empanelled with FCI. However, the lead buyer should be registered with NSPOT and empanelled with FCI.

3. 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 intereted to get the service may contact help desk provided by NSPOT on Toll Free No. 18002101222.

4. The details of empanelment, bidding and process of E-auction is available on the link www.ncdsexspot.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.

5. **INSPECTION OF STOCKS:** The stocks may be inspected by the inteding 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.

6. **CASH MONEY DEPOSIT (EMD):**

   (i) Bidder has to electronically deposit EMD calculated @ 10% of the cost of 2650MT(one rake load) intended to be purchased at the reserve price of Wheat of Rs. -------. 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 except under clause 11 A(v) and 11 A(ix).

(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.

7. **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) through dedicated movement. Participation in e-auction signifies the express consent of the bidder to his acceptance of all terms & conditions of the e-auction.

8. **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. [5/- (Rs. Five)] on e-auction platform as depicted at Appendix-II. The rate quoted in the bid shall be exclusive of applicable taxes. Each bid shall be for 2650 MT(one rake load). Stock of more than one Rake will not be sold to a single buyer/single group of buyers with one lead buyer, who will have all the dealings with FCI on behalf of the Group.

(ii) Once submitted, the bids can be modified only upward in multiple of Rs. [5/- (Rs. Five)]. 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.

9. **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 and Time. For each depot, first the full rakewise quantity as quoted by H-1 will be approved
at H-1 rates. Then the full rake wise quantity as quoted by H-2 will be approved at H-2 rates. This process will continue till the rake wise 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 full rake 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.

10. **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 email 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://fcio.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.

11. **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 price of Wheat offered.

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. The cost shall be deposited in one go and no part payment will be accepted. Release order can be downloaded by the bidder only after deposition of full cost along with applicable taxes. For the purpose of deposition of 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 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) working days, no further extension will be granted and an amount equivalent to the 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 and subject to further condition that the stock to be offered from other depot(s) should be of the same crop year.

vii) FCI will not be responsible for delayed receipt of payment of EMD / Cost due to failure of third parties like banks etc. Similarly FCI will also not responsible for delayed/non placement of Rakes by Railway.

viii) The successful bidder has to place the indent with railways within seven working days of issuance of acceptance letter.

ix) 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) like non placement of rakes by railways, 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.

(R) The food grains will be sold on "loaded to rakes".
(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) It will be the buyers responsibility to place indent for placement of Rakes, Pay Railway freight from the loading station to the destination and other Railway charges if any except demurrage at loading station for movement of stocks out of Punjab/ Haryana/M.P.

Bidder will place the indent with railways only after receiving the confirmation of the acceptance of his bid. In case the date of placement of indent is prior to date of acceptance, FCI will not load the rake.

The buyer shall also furnish a copy of RR to concerned Area Manager/ Manager (Depot) as a proof of Inter-State sale.

(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) State Agencies shall supervise the issue of stock from Agency godowns, loading in trucks, transport of stock from godowns to Rail-head and loading to the Rakes. No cost on that account will be charged from the buyer. However, in depots where the State Agencies do not have any transport arrangement, the transport is to be carried out by FCI’s H & T Contractor under supervision of FCI.

(G) Delivery shall be given by the Incharge of the Depots of State Agencies on presentation of the copy of the Release Order digitally signed by FCI, and NSPOT. In case the buyer wishes to depute his representative at the time of weighment and loading to Rake, 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. The issue and loading to Rakes would take place on Saturday/Sundays to avoid conflict with the movement for PDS.

(H) In case of placement of Jumbo Rake (3350 MT) by Railways and upon request of the buyer, the excess quantity over and above 2650 MT may...
be delivered on issuance of release order after deposit of differential cost alongwith applicable differential taxes by the buyer with the concerned Area Manager FCI electronically through RTGS/ NEFT favouring the Area Manager FCI.

In case 2650/3350 MT stock is not loaded into rakes due to lesser carrying capacity of wagons, the differential cost equivalent to the short loaded quantity will be refunded to the bidder by respective Area Office of FCI.

(I) Stock shall be delivered on 100% weighment basis. The weighment Slip shall be prepared in triplicate and signed by the buyer/his representative in token of acceptance of quantity & quality.

(J) The Food Corporation of India does not guarantee to make available any definite quantity to the bidder.

(K) The Food Corporation of India reserves the right to accept or reject the bid(s), without assigning any reason.

(L) The bidders shall make their arrangements for obtaining permits, if any required from the State Government /any other authority.

(M) The wheat so purchased from FCI under OMGS 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.

12. 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.

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

15. **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.

16. **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
Details of depot-wise quantity of wheat offered to empanelled traders/bulk consumers of Wheat under OMSS (D) through dedicated movement lying at various depots under FCI Regional Office.............. through e-Auction (Auction No............date........) for e-auction

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Depot</th>
<th>Details of quantity offered (in MT)</th>
<th>Crop year 2013-14 and earlier</th>
<th>Quantity</th>
<th>Reserve Price (Rs./Qtl)</th>
<th>Crop year 2014-15</th>
<th>Quantity</th>
<th>Reserve Price (Rs./Qtl)</th>
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<tbody>
<tr>
<td>1</td>
<td>Depot 1</td>
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<td>3</td>
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</tr>
</tbody>
</table>
Format of rates to be quoted in the e auction platform.
ON NON JUDICIAL STAMP PAPER OF Rs. 100

LETTER OF AUTHORITY

I/WE ....................................................................................................................

PROPRIETOR/PARTNER/DIRECTOR OF

M/S ....................................................................................................................

ADDRESS, DO HEREBY AUTHORISE SHR ................................................................

S/O .................................................................................................................... FOR

TAking DELIVERY OF THE STOCKS ON MY/OURS BEHALF ALLOTTED TO

ME/US IN THE E AUCTION DATED ........ RELEASED BY FOOD

CORPORATION OF INDIA, REGIONAL OFFICE vide release order No. .... Dated ....

THE PHOTOGRAPH & SIGNATURE OF THE AUTHORISED REPRESENTATIVE


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)