



Small Farmers' Agribusiness Consortium (SFAC),
Department of Agriculture & Cooperation, Government of India
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Notice Inviting financial bids for sale of pulses (Chana, Tur and Urd) in the States of Maharashtra, Madhya Pradesh, Gujarat and Rajasthan

Small Farmers' Agribusiness Consortium (SFAC), under the Department of Agriculture & Cooperation, Ministry of Agriculture, is offering pre-certified unmilled pulses (Chana, Tur and Urd) in the states of Maharashtra, Madhya Pradesh, Gujarat and Rajasthan. State-wise tentative quantity of pulses available for sale is as below:

State	Maharashtra			Gujarat		Rajasthan	Madhya Pradesh
	Chana	Tur	Urad	Tur	Urad	Urad	Urad
Maximum available quantity (in quintals)	360.79	549.59	3380.96	3.46	483.56	380.41	585.00

Sealed financial bids are invited from bulk buyers / institutional buyers having necessary licenses of trading and statutory approvals for sale of pulses stock on "As is where is basis". Intended buyers shall have to submit an affidavit about validity of their documents along with photocopy of necessary documents (trading licenses, VAT registration / Sales registration etc.).

1. INVITATION OF BIDS:

- a. SELLER: SFAC (Small Farmers Agri business consortium) is the designated seller of Pulses (Tur, Urad and Chana) in the States of Maharashtra, Madhya Pradesh, Gujarat and Rajasthan.
- b. Participation in bidding: Interested pulses buyers, called bidders, shall send their bids directly to the SFAC office along with the required information as mentioned in this bid document and Earnest Money.

c. Last date for submission of financial is 16th August, 2013.

2. PRE-REQUISITES FOR BIDDING

Bidder means an individual or legal entity, who is interested to purchase the specified pulses as per the prescribed grade and quality. Bidders may contact the SFAC office for any clarification regarding quality of products, location of the warehouses, bidding process or any such query.

3. CONTRACT SPECIFICATION

Contract Specifications of CHANA, URAD AND TUR Ex- Maharashtra/ MP/Gujarat/ Rajasthan are as follows:

Parameter	Maharashtra			Gujarat		Rajasthan	MP
	Chana	Tur	Urad	Tur	Urad	Urad	Urad
Maximum available quantity(in quintals)	360.79	549.59	3380.96	3.46	483.56	380.41	585
Trading unit	1 quintal						
Price quote	per quintal						
Security deposit	20% of the trade value to deposited by successful bidders in form of Demand Draft in favour of Small Farmers' Agribusiness Consortium, New Delhi)						
Earnest Money(Refundable)	5% of trade Value of with the financial bid in form of Demand Draft in favour of Small Farmers' Agribusiness Consortium, New Delhi)						
Price quote	Ex- warehouse without VAT						
Gross /net weight basis	Price quote is gross weight basis						

4. QUALITY PARAMETERS

The quality specification of CHANA, URAD AND TUR Ex- Maharashtra/ MP/Gujarat/ Rajasthan are as follows:

(in percentage)

	Moisture	Foreign Matter in %		Other Edible grains in %	Damaged Grains in %	Weevilled Grains percent by count
		Organic	Inorganic			
Urad Whole (Black gram)	12.0	0.75	0.25	3.0	5.0	6.0

Arhar/Tur (Red gram)	12.0	0.75	0.25	2.0	5.0	10.0
Chana Whole (Bengal gram)	12.0	0.75	0.25	4.0	5.0	10.0

5. WAREHOUSE DETAILS

State	Ware house address	Location	Commodity	Quantity in MT
Maharashtra	Mathura Ware House, Nanded , Hyderabad High ways TA. DegloorKhanapurphata, DIST- NANDED.	DEGLOOR	CHANA	0.44
		DEGLOOR	TUR	2.98
		DEGLOOR	URAD	231.47
	J K Industries , Kanheri road, LATUR	LATUR	CHANA	25.64
		LATUR	TUR	16.36
		LATUR	URAD	50.19
	Shree Balaji Agro Processor, WaigoanDist- Wardha	WAIGAON	CHANA	10.00
		WAIGAON	TUR	35.62
		WAIGAON	URAD	56.43
Gujarat	Warehouse No. 51, Agriculture Produce Marketing Committee, Netrang, Ta: Valia, Dist: Bharuch Pin: 393130	NETRANG	TUR	0.35
		NETRANG	URAD	48.36
	M/s. Vimal Oil Industries. G-1, 103 – 105, Industrial Area, Kekri- 305404 Rajasthan.	KEKRI	URAD	38.04
	Krishna Warehouse,Hata road Amanganj, District - Panna	PANNA	URAD	58.50

6. SAMPLING AND INSPECTION OF GOODS

The goods are kept at the NSEL accredited warehouses (address mentioned above). The quality of goods is pre certified. In case the buyers /bidders are keen to verify the quality before participating in e-auction, they may contact warehouse manager with prior appointment, however no sample will be provided. The participants may contact Mr. Bihari Lal, NSEL at 022-67619900 ext-4746 or at bihari.lal@nationalspotexchange.com for the purpose of inspection of goods.

7. INTIMATION TO THE SUCCESSFUL BIDDER & COLLECTION OF SECURITY DEPOSIT

- i. Bids sent to SFAC office will be opened on 19th August, 2013 at 11AM. Bidders may attend by issuing a letter of authorization to a representative. SFAC may restrict entry to the venue at its discretion.
- ii. If the earnest money (5% of quoted value of Goods) is not received, the bid will stand cancelled without any future recourse.
- iii. SFAC will forward confirmation of trade to the successful bidder on the email id of the bidder as well as through telephone and registered post.
- iv. SFAC reserves the right to accept / reject the offer fully / partly without assigning any reason.

8. SETTLEMENT OF DELIVERY OBLIGATIONS:

- i. Sale of the stock will be made on ex-godown delivery and as is where is basis against which 20% security has to be deposited within two working days from the date of confirmation of bargain by means of Bank Draft/ Pay Order/RTGS drawn in favour of Small Farmers' Agribusiness Consortium payable at New Delhi. The time is the essence of the contract and the stipulated time for taking delivery must be complied with.
- ii. The delivery of the stocks will be made ex-godown on cent percent weighment basis on weighbridge only after receipt of the balance 80% payment by means of Bank Draft/RTGS within 05 days (excluding Sunday and bank holiday) from the date of bargain, failing which the bargain shall be cancelled and the 20% security deposit would be forfeited.
- iii. Bidders are also required to pay VAT or any other tax, as applicable in the respective state
- iv. In case buyer fails to remit balance sale proceeds within the above free period (05 days), on request by buyer, one week extension can be granted with a penalty interest of 12% p.a. and in case of non-receipt of payment in the above extended period, a further extension of seven days can be considered subject to charging of interest @ 14% p.a. for the extended period if party forward a request with genuine reasons thereof.
- v. In case the buyer could not make payment even within the above extended period, security deposit so remitted will be forfeited.
- vi. Settlement of delivery of stock to the successful bidders will be through National Stock Exchange Ltd. which has been selected as Technical and Logistic Support Agency (TLSA), by the SFAC.
- vii. The bidder has to lift the commodities within 5 working days from the date of settlement. In case of non-lifting of the commodities within the specified days the storage charge shall be levied to the bidder Rs.0.50 /- per bag per day. If party does not lift stocks within one month from the date of sale confirmation, the confirmed

stock lying in our godown shall continue to be stored by NSEL on behalf of the party at the cost, risk and responsibility of the party only and NSEL shall not be responsible or liable for any storage charges, damages, loss on account of deterioration of quality, shortage due to loss of moisture, theft, fire or any natural calamity, etc. or any other consequences thereupon. Further, penal godown rent double of normal godown rent will be charged after the expiry of the permitted period of one month from the date of sale confirmation till the party finally lift the stocks.

9. CHARGES:

There shall be no transaction fee / charges payable by the buyer. However, 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. DEFAULT MANAGEMENT:

- i. In case, successful bidder fails to pay 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. For successful bidders, will be adjusted in security deposit amount.

11. 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.

12. ARBITRATION:

Any dispute or difference in respect of any matter relating to or arising out of the Contract, if the same is not resolved amicably, will be settled at **NEW DELHI** by the Arbitration in accordance with the Rules of Arbitration of Indian Council of Arbitration, **New Delhi** and the award made in pursuance thereof shall be final and binding on the parties. Indian laws will apply.