



**GIRIJAN COOPERATIVE CORPORATION LIMITED,  
EAST POINT COLONY, VISAKHAPATNAM – 530 017, AP.**

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**SEALED TENDERS FOR SALE OF “GCC CLEAN COFFEE  
(Graded Coffee Beans) 2017-18”**

**Rc.No.296/2016.Coffee**

**Dt:22.01.2019**

The following quantities of “GIRIJAN” Clean Coffee (Graded Coffee Beans) 2017-18 stored at APFDC, CCW Narasipatnam (GODOWN) will be sold through Sealed Tenders as per details furnished below.

Venue, Date & Time for receipt of Sealed Tenders	Girijan Cooperative Corporation Ltd., CHO, Opp. VUDA Park, East point Colony, Visakhapatnam. From 10.30 AM to 1.00 PM on 25.01.2019 (which have to be dropped in venue)
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Lot No.	Mandal	TYPE & GRADE	BUL K No.	Qty. in KGs	EMD to be Paid
(1)	(2)	(3)	(4)	(5)	(6)
1	PDR	Ar.Parchment "A"	17	1500	EMD (refundable) shall be paid by the tenderer @ Rs. 15,000/- irrespective quantity and for any number of lots through Demand Draft obtained in favour of Girijan Coop. Corporation Ltd., payable at Visakhapatnam
2	PDR	Ar.Parchment "A"	17	1200	
3	PDR	Ar.Parchment "A"	17	1000	
4	PDR	Ar.Parchment "A"	17	1500	
5	PDR	Ar.Parchment "A"	17	1500	
6	PDR	Ar.Parchment "A"	17	714	
7	ARK	Ar.Parchment "A"	31	1200	
8	ARK	Ar.Parchment "A"	31	1599	
9	ARK	Ar.Parchment "A"	70	1000	
10	ARK	Ar.Parchment "A"	70	1832	
11	PDR	Ar.Parchment "A"	89	1500	
12	PDR	Ar.Parchment "A"	89	2635	
13	GMD	Ar.Parchment "A"	96	1000	
14	GMD	Ar.Parchment "A"	96	1888	
15	ARK	Ar.Parchment "A"	103	1500	
16	ARK	Ar.Parchment "A"	103	1500	
17	ARK	Ar.Parchment "A"	103	1500	
18	ARK	Ar.Parchment "A"	103	1535	
19	CTP	Ar.Parchment "A"	122	545	
20	GKV	Ar.Parchment "A"	129	2521	
21	PDR	Ar.Parchment "AA"	16	4825	
22	PDR	Ar.Parchment "AA"	88	1000	

(1)	(2)	(3)	(4)	(5)	(6)	
23	PDR	Ar.Parchment "AA"	88	4700	EMD (refundable) shall be paid by the tenderer @ Rs. 15,000/- irrespective quantity and for any number of lots through Demand Draft obtained in favour of Girijan Coop. Corporation Ltd., payable at Visakhapatnam	
24	GMD	Ar.Parchment "AA"	95	2572		
25	ARK	Ar.Parchment "AA"	102	3815		
26	CTP	Ar.Parchment "AA"	121	239		
27	GKV	Ar.Parchment "AA"	128	1811		
28	ARK	Ar.Parchment "B"	33	1200		
29	ARK	Ar.Parchment "B"	33	1200		
30	ARK	Ar.Parchment "B"	33	1500		
31	ARK	Ar.Parchment "B"	33	1420		
32	ARK	Ar.Parchment "B"	33	1000		
33	PDR	Ar.Parchment "B"	19	807		
34	PDR	Ar.Parchment "B"	19	1500		
35	PDR	Ar.Parchment "B"	19	1500		
36	PDR	Ar.Parchment "B"	19	1500		
37	PDR	Ar.Parchment "B"	19	1500		
38	PDR	Ar.Parchment "B"	19	1500		
				<b>62758</b>		

Type & Grade	Qty in KGs
Ar.Parchment "A"	29169
Ar.Parchment "AA"	18962
Ar.Parchment "B"	14627
<b>Total</b>	<b>62758</b>

**The rate offer shall be for loose, ex- godown delivery, excluding all taxes and incidentals:**

EMD (refundable) shall be paid by the tenderer @ Rs. 15,000/- irrespective quantity and for any number of lots through Demand Draft obtained in favour of Girijan Coop. Corporation Ltd., payable at Visakhapatnam.

**Interested parties / agencies may participate through sealed quotations or e-auction or in both ways (i.e. Sealed quotations on 25.01.2019 from 10.30 AM to 1.00 PM & e-auctions on the same day i.e. on 25.01.2019 from 2.00 PM to 5.10 PM)**

The prices received through sealed tenders and in NeML e-auctions will be examined in the evening after completion of e-auction by NeML and the highest rate quoted by the buyer in sealed tender and in the e-auction bidding shall be compared and the highest rate between these two (Sealed Tender rate vs e-auction tender rate) shall be considered for acceptance or sale confirmation order will be issued to highest bidder only or rejection of the offer.

Upset prices will be kept in GCC web site [www.apgirijan.com](http://www.apgirijan.com) and also will be displayed on 25.01.2019 at Girijan Cooperative Corporation Ltd., CHO, Opp. VUDA Park, East point Colony, Visakhapatnam on Tender Box enabling the participants to quote their prices.

The sale and other transactions arising out of this sealed tender proceedings shall be subject to the terms and conditions in Annexure-A and appended herewith and binding on the purchaser/tenderer and these terms & conditions shall continue to be in force till the transactions are completely concluded.

For VC & MANAGING DIRECTOR

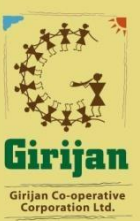
To

The buyers as per mailing list.

CC: The Divisional Managers of Paderu & Chinthapalli.

CC: The Divisional Manager, APFDC, CCW, Narsipatnam.

ANNEXURE – A

 <p><b>Girijan</b> Girijan Co-operative Corporation Ltd.</p>	<p style="text-align: center;"><b>GIRIJAN COOPERATIVE CORPORATION LIMITED, EAST POINT COLONY, VISAKHAPATNAM – 530 017, AP.</b></p> <p>Phones: 0891-2796461,2553163      E.Mail : apgirijan@yahoo.co.in FaxNos.0891-2822119/2796345      Website:<a href="http://www.apgirijan.com">www.apgirijan.com</a></p>
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**TERMS AND CONDITIONS FOR SALE OF GREEN COFFEE BEANS**

**1 MEANINGS:**

- a. **Contract of Sale:** The sale & delivery of Coffee Stocks arising out of these sealed tender proceedings shall be confirmed for the stocks notified in the tender notice only.
  - b. **Time & Date :** Time & Date and place mentioned in the TenderNotice.
  - c. **Place of Tender :** Place of tender mentioned in the TenderNotice.
  - d. **Usual Official Language :** The medium of language used in tenderform.
  - e. **Tenderer :** An individual/ Regd. Firm/ Regd. Company (or) an authorized Representative of individual/ Regd. Firm/ Regd. Company. However, the authorized representative shall produce the relevant proof disclosing hisstatus.
  - f. **Lot :** The entire quantity noted in Col. 5 in the statement given in the tendernotice.
  - g. **Corporation :** The Girijan Cooperative Corporation Ltd., Visakhapatnam – 530017.
  - h. **Authorized persons of the Corporation:** The Committee formed for the purpose by Girijan Cooperative Corporation Ltd., Visakhapatnam – 530017.
  - i. **Dispute :** The breach of contractual obligation arising out of the tenderconditions.
  - j. **Sole Arbitrator :** Any officer appointed by the V.C. & Managing Director, Girijan Coop. Corporation Ltd., Visakhapatnam – 530017.
- 2 INSPECTION OF LOT :** For inspection of materials, the interested Bidders may contact DGM(coffee) **9490766277** on any workingday.
- 3** The prospective agencies can also access to samples placed at tender hall for physical examination of samples of different grades and quote their rates in sealed covers.
- 4 SAMPLE OF THE COFFEE BEAN:** Interested buyer can contact the Liaison Officer (GCC) stationed in the Coffee Curing Works, APFDC, Narsipatnam for buying samples of the lots put forsale.
- 5** GCC reserves right to stop/postpone/cancel the sealed tenders at any stage without assigning any reason therefor.

6. GCC reserves the right to accept or reject the highest rate offered in these sealed tenders without assigning any reasons.
7. GCC reserves right to modify/alter/cancel/omit any of the Terms and Conditions in mutual interest of tenderer/GCC.
8. Defaulter or minor or insolvent or blacklisted bidders or failed to furnish EMD will be rejected.
9. Coffee Lots Put to Sales will be in accordance with tender schedule.
10. **Withdrawal of Lots:** - GCC may at its discretion withdraw all or any lots before tender process.

#### **11. MODE OF PAYMENT**

All payments shall be made by way of "ACCOUNT PAYEE DEMAND DRAFT" obtained in favour of "GIRIJAN CO-OPERATIVE CORPORATION LIMITED, VISAKHAPATNAM" drawn on any Nationalized Bank and payable at Visakhapatnam only.

Payment can also be made by NEFT transfer to GCC (A/c Name : **"GIRIJAN COOP CORPORATION LTD COFFEE PROJECT", A/c No. 133210100035456, ANDHRA BANK, IFSC CODE: ANDB0001332, EAST POINT COLONY BRANCH, VISAKHAPATNAM.**)

NB: Under any circumstances, Cheque will not be accepted towards the payment of EMD.

#### **12. VALIDITY OF OFFERS**

- a) The bidders who have participated in the sealed tender shall be bound by their offers and by these terms and conditions for a period **30 working days** from the date of closing of sealed tender for confirmation.
- b) No request for cancellation of submitted sealed tenders will be entertained.
- c) In case of breach of this condition, **the EMD** shall be forfeited. In addition to this, the tenderer who failed to honor their offer shall bear the loss, if any suffered by GCC. The loss unless made good within fifteen (15) days from the date of dispatch of notice of demand by registered post may be recovered from them as arrears of Land Revenue under any law for the time being in force. The tenderer however shall not be entitled to any profit that may accrue to the Seller on such subsequent disposal. The loss shall be calculated as per formula  $L = OBA - RBA$

Where 'L' is the loss, OBA is Original Bid Amount and RBA is Re-Sale Bid Amount.

#### **13. Process of Sealed tender & e-auction:**

- a. GCC invites sealed tenders from prospective agencies to quote the rates in sealed covers by placing in tender box which is placed at ICTA auction hall (Ground floor, Coffee Board office, Bangalore) on every Thursday from 1.00 PM to next day (Friday) upto 11.00 AM. The prospective agencies can also access to, by physically examining the samples of different grades at the venue and quote their rates in sealed covers.
- b. GCC also conduct e-auction through NCDEX (<https://market.neml.in>) portal on every Friday from 11.30 AM onwards for said quantities.
- c. Interested parties / agencies may participate through sealed quotations or e-auction or in both ways.

- d. The prices received through sealed tenders and in NeML e-auctions will be examined in the evening after completion of e-auction by NeML and the highest rate quoted by the buyer in sealed tender and in the e-auction bidding shall be compared and the highest rate between these two (Sealed Tender rate vs e-auction tender rate) shall be considered for acceptance or sale confirmation order will be issued to highest bidder only or rejection of the offer.
- e. Sealed tenders having the prescribed Earnest Money Deposit only will be considered.

**15. APPLICATION OF TAXES:**

- a. Income Tax is applicable under 206 C, Tax shall be collected at Source (TCS) at prevailing rate on the total stock value of stocks sold in tender/ auction
- b. Any other taxes/ statutory liability on sale shall be paid by the successful tenderer(s).
- c. The price quoted shall be per one kg which is basis for the entire quantity of the lot and which is exclusive of all applicable taxes, GST if any, payable and the evaluation, finalization of bids received shall be made on the basis of the highest price quoted by the bidders for the lot.

**16. ISSUANCE OF SALE ORDER / ACCEPTANCE LETTER / CONFIRMATION ORDER:**

- a. The sale Confirmation order/Acceptance letter will be issued by the competent authority of GCC.
- b. It is to be noted that “No payment by any third party on behalf of the successful bidder / bidders shall be accepted”. Further, the successful bidder cannot transfer the offer awarded to him /her.
- c. In case of deviation of sealed tender conditions, the offers shall be cancelled besides forfeiting the deposit amounts and imposing penalty.
- d. In case any successful bidder fails to fulfill this condition, the EMD paid by him shall be forfeited by GCC and Coffee will be resold at his risk only
- e. The date of sale shall be the date on which sale order / acceptance letter/ confirmation order is given by the seller for the purpose of making payment, delivery and other charges.

**17. WITHDRAWAL OF OFFER SETC**

The bidder quoted rates in sealed tender is final and shall be binding on him.

**18. Security Deposit:**

The buyer whose offer is accepted shall have to pay the Security Deposit for an amount equal to 25% of the sale amount within (10) days of the sale excluding the date of sale, in the form of Demand Draft drawn on any Nationalized Bank in favour of “Girijan Cooperative Corporation Limited” payable at Visakhapatnam or through RTGS/NEFT in the following account.

S No.	Bank Name	Account number	IFSC Code	Branch Name
1.	Andhra Bank	1332 101 000 35456	ANDB0001332	East Point Colony

The Security deposit will be adjusted in the final payment.

## **19. Balance Sale Amount**

Upon the acceptance of any bid, after payment of Security Deposit, the successful bidder shall make the balance payment of 75% for the produce and take delivery within (21) days excluding the date of sale, paying the entire value of the Coffee beans along with applicable taxes in the form of Demand Draft drawn on any Nationalized Bank in favour of "Girijan Cooperative Corporation Limited" payable at Visakhapatnam or through RTGS/NEFT in the following account.

S No.	Bank Name	Account number	IFSC Code	Branch Name
1.	Andhra Bank	1332 101 000 35456	ANDB0001332	East Point Colony

## **20. Consequences of Non-Payment**

- a) In the event of the buyer, failing to pay the balance 75% payment within the time stipulated, an extension of further six (6) days will be may be allowed by the General Manager (RMD), GCC, Visakhapatnam at the request of the buyer in writing in which case the buyer shall pay interest @ 18% p.a. on the amount due from 22<sup>nd</sup> day up to and including the date of payment.
- b) In the event of the buyer failing to make the payment within (27) days excluding the date of sale, the VC&MD, GCC, Visakhapatnam on being satisfied that the default of the buyer is not willful and it is not due to speculative reasons, may extend time for payment of balance sale amount for another six (6) days, by levying a penal interest @ 18% p.a. on the balance sale amount. No further extension of time beyond this will be granted for whatsoever may be the reason.
- c) In the event of the buyer failing to make the payment within (33) days of issue of sale acceptance / confirmation letter by GCC excluding the day of sale, including the consideration at the level of the Vice-Chairman & Managing Director, GCC, Visakhapatnam, the Security Deposit paid by the bidder shall be forfeited to GCC. Further GCC shall be entitled to sell the produce on or after the 33<sup>rd</sup> day of issue of sale acceptance / confirmation letter by GCC, excluding the date of sale notifying the buyer by pasting of a notice of re-sale on the Notice Board of the office of the VC&MD, GCC, Visakhapatnam and in such case the buyer shall be liable for any loss occurred on account of re-sale but shall not be entitled to the profit if any. Such resale will be conducted as far as possible on the same terms and conditions as are applicable to the original sale.

## **21. Objection as to Quality**

- a) In the event of any dispute arising between the seller and the buyer in respect of the **quality of Coffee Beans** the same shall be settled by an Arbitrator appointed by both the parties whose decision shall be final and binding. There shall be no arbitration whatsoever in respect of any other matter other than the ones specified.

- b) No objection on the part of the buyer with regard to quality shall be entertained unless notice in writing shall have been given to GCC within (27) days of issue sale acceptance/confirmation letter by GCC excluding the date of sale.
- c) Before lodging any objection regarding quality, one third of the value of the coffee in question with reference to the accepted offer shall have to be paid by the buyer within the due date. No interest shall be paid on this amount. Delivery shall be taken within one week from the date on which the Arbitrators pass their award. The price or such part of it as may remain unpaid shall be paid by the buyer before he claims delivery of the coffee. If the case is decided against the buyer he shall pay (i) interest at 18% per annum from the due date till the date of payment and (ii) insurance and godown charges on coffee at the prescribed rates from the 28<sup>th</sup> day (excluding the date of sale) till the date of taking delivery. The prescribed rates of godown rent chargeable are:

1. Till the last date for taking delivery i.e., 27 days from the date of sale.	No charges
2. From 28 <sup>th</sup> day (excluding the date of sale) for the next 60 days	Rs.6.00/Metric ton/Day
3. For the next 30 days	Rs.7.50/Metric ton/Day
4. Thereafter	Rs.10.00/Metric ton/Day

If the case is decided in favour of the buyer, and he is given an allowance on the price, no interest and other charges will be levied provided he takes delivery of the coffee within one week of the award.

- d) In no case shall objection regarding quality be entertained after removal of the coffee from the godowns of the Coffee Curing Works, Narsipatnam.

## **22. Delivery of Coffee**

- a) The buyer shall make final payment through DD in favour of "Girijan Cooperative Corporation Limited, Visakhapatnam" or through RTGS/NEFT for the quantity plus service tax/GST on the traded value of coffee beans. At the time of his taking delivery, the coffee will be weighed and his account will be adjusted on the basis of the weight so ascertained. If he fails to pay and apply for delivery before the expiry of the 27<sup>th</sup> day (from issue of sale acceptance/confirmation letter by GCC excluding the day of sale) Clauses 22 (b) (c) and (e) herein shall apply. If the buyer within the time stipulated therein, apply in writing that the coffee sold to him be first weighed, the same shall be done and the coffee set apart ex-sale. The buyer shall pay immediately for weight, which have been established and take delivery. If he however fails to pay and take delivery, the coffee will be moved and stacked at his risk and expenses, separately at the Coffee Curing Works godown. It will be re-weighed at buyers' expenses at the time of clearance to establish any gain or loss in weight and the buyer shall be responsible for charges connected with any weighing.



All expenses incurred viz., weighment, moving and stacking such pre-weighed coffee inside the godown, etc, should be paid by the buyer.

- b) The buyer shall on payment of full sale value, remove the coffee sold to him within twenty-seven days of issue sale acceptance/confirmation letter by GCC excluding the date of sale
- c) In the event of the buyer failing to do so, GCC may continue to store the coffee till such time as they wish and arrange for its insurance after the twenty seventh day for the full period of storage and GCC will not be responsible for any shortage, deterioration in the quality of the coffee. Insurance shall only be for customary risks as per GCC policy and the GCC shall not be responsible for any loss beyond that covered under such policies of insurance.
- d) In the event of the buyer failing to remove the coffee before the expiry of the twenty seventh day, GCC is obliged to retain the coffee and shall weigh the coffee and set apart for the buyer either in the Coffee Curing Works godowns and the buyer be bound to pay while removing the coffee such premium, if any, and godown rent and other charges as may be levied by the GCC for the period from 28th day of sale till date of removal of coffee. The godown rent charges defined are applicable.
- e) If upon payment of the price within the time stipulated above GCC for any reason, finds it impracticable to deliver the coffee to the buyer simultaneously, he may do so within the next three days at the maximum, in such an event, no godown rent and insurance premium shall be chargeable to the buyer for the said period of three days.
- f) Notwithstanding anything contained in these conditions, the property of the Coffee sold shall not pass to the buyer until after he has paid the full sale value along with taxes and the coffee sold to him is weighed and set apart for delivery to him.

### **23. Destruction or Damages of coffee seed**

Notwithstanding anything contained in:

(i)(a) Price

(b) Insurance / Godown Charges

(c) Delivery

(d) Other Conditions, and

(ii) The provisions of the sale of Goods Act in regard to passing of property, the GCC shall not, in the event of loss / damage caused to coffee godowns by fire, floods, strike, riot, civil commotion, terrorist / extremist activities or any other cause beyond the control of the GCC, whether such destruction / damage occurred before or after payment of the price / appropriation of goods be liable to delivery of coffee in species, and the buyer shall be bound to accept in full satisfaction of all his claims so much only of the amount realized by the GCC from the underwriters / Insurance / Company in respect of such coffee so destroyed / damaged amount being calculated proportionately to the total

quantity of coffee insured / underwritten and the amount realized in that behalf by theGCC.

**24. Penalties for Defaulters:**

If the buyer contravenes any of the foregoing conditions or if he fails to fulfill his obligations to GCC in the matter of sales effected by it, then it shall be competent for Vice-Chairman & Managing Director, GCC, Visakhapatnam to forfeit to GCC the security deposit lying to his credit whether in cash or otherwise and to withhold or adjust the same or any part of it towards satisfaction of the claims of the GCC against the buyer, in addition to taking further action of blacklisting the firm or enforcing other remedies such as enforcement of L.R.R. Act to which GCC is entitled.

**25. Payment of sale amount and delivery:**

When the last date of payment of sale amount through Bank falls on Holiday, the immediate next working day of the Bank will be permitted for making payment without any penalty. Similarly, if the last date for taking delivery of coffee beans falls on holiday, it will be permitted to take delivery on the immediate next working day without any penalty/ground rent.

**26. Working Hours for taking Delivery**

The delivery of coffee beans from Coffee Curing Works, Narsipatnam will be allowed from 08.00 AM to 05.00 PM only on all working days.

**27.** In the event of any dispute arising out of this tender process, the same is subject to the jurisdiction of the Civil Courts at Visakhapatnam only.