'फडकॉर्प'

: 'FOODCORP'

फेक्स नं.: एचएफसीआई एनडी

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FAX NO.: HFCI ND

भारतीय

मख्यालय नई दिल्ली Headquarters New Delhi

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सं. ई.4 (41)/पीईजी-08/भंडारण-IV/2013/पार्ट-II/वॉल्यूम-VI /३७२५ दिनांक: 21.08.2014

सचिव.

खादय, नागरिक आपूर्ति एवं उपभोक्ता मामले,

पंजाब सरकार,

पंजाब

विषय: Resolving pending issues in respect of Punjab in implementation of PEG scheme.

संदर्भ: Your D.O letter no. PEG-HLC-(39th)/2014/646 dated 05.06.2014.

Sir.

Kindly refer to your above mentioned letter on the cited subject. The issues raised therein have been examined and the observations are as under -

Payment of Rent /PMS/Supervision charges on AUB: i)

The proposal of Pungrain for making payment of Rent/PMS/Supervision charges for godowns hired on Actual Utilization Basis (AUB) on weekly stock basis has been examined. CWC was also requested to convey the methodology being adopted in CWC godowns hired on AUB. CWC vide letter dated 21.07.2014 informed that they are claiming storage charges from FCI on prorata basis for the actual stock held in storage on day to day basis. A working sheet in respect of such godown utilized by FCI in the state of Gujarat on AUB has also been provided by CWC. A copy of working sheet along with the above quoted letter of CWC is enclosed for your ready reference please. Thus it is informed that the request of Pungrain for making payment on weekly stock basis in respect of godowns hired on AUB cannot be considered. It is also requested that a monitoring mechanism should be put in place so as to ensure the completion of godowns in all respect which are being which are being utilised on AUB, in a time bound manner.

Non-execution of Agreement by Pungrain in the revised Model ii) Agreement of Guarantee:

Pungrain has informed that there is disagreement between FCI, RO, Punjab and nodal agency in respect of Clause 3.2 of Model Agreement of Guarantee whereby nodal agency is made responsible in case any LAS is received from the destination against the quality of stocks loaded ex-PEG

godowns. Pungrain sought immunity from the quality of the stocks once it is loaded ex- PEG godowns whereas FCI RO, Punjab insisted that the quantity delivered by Pungrain at weighbridge may be accepted but in case of quality if any LAS is received from the destination then Pungrain should be responsible for the same.

The matter has been examined in consultation with Quality Control Division of FCI, Hqrs., New Delhi which has opined as under:

"Pungrain is procuring foodgrains on behalf of FCI as per Govt. of India's prescribed specifications as well as storing the grains handed over to it by FCI. In both the case, the stocks which are procured as per Uniform Specification is preserved by Pungrain till FCI takes delivery. At the time of dispatch of stocks from agencies, FCI officers do inspect the quality/quantity of stocks lifted, but 100% inspection of stocks dispatched from state agency by FCI officers at the time of loading is not feasible in view of the manpower constraints and time available to load a rake. Hence, Pungrain cannot absolve itself from the responsibility completely."

In view of the position mentioned above by QC division, Clause 3.2 of Model Agreement of Guarantee to be signed between FCI and nodal agency, Pungrain for the PEG godowns constructed through private investors appears to be in order.

iii) Payment against over and above utilization of the guaranteed capacity:

In this regard it is informed that matter has already been examined and the instructions were conveyed to all concerned vide letter no. E-4(41)/PEG-08/Stg. IV/2010/Part-II/Vol. IV/2902 dated 04.06.2013 that no extra payment would be made to nodal agencies for over and above utilization of godowns constructed under PEG scheme.

It is therefore requested to take necessary action accordingly.

This issues with approval of competent authority.

भवदीय.

विजय पाराशर)

ि महाप्रबंधक (भंडारण एवं अनुबंध)

प्रतिलिपि:

- 1. कार्यकारी निदेशक (अंचल), भा.खा.नि , आंचलिक कार्यालय, नोएडा ।
- 2. महाप्रबंधक (क्षेत्र), भा.खा.नि, क्षेत्रीय कार्यालय, चंडीगढ़ ।
- 3. प्रबंध निदेशक, PUNGRAIN, चंडीगढ़ ।

्रिमहाप्रबंधक (भंडारण एवं अनुबंध)

1.30 22/8/14