

**Agricultural and Processed Food Products Export Development Authority
(Ministry of Commerce, Government of India)**

9th June, 2017

TR_Notice/2017/0012

TRADE NOTICE

REGISTRATION OF CONTRACTS FOR EXPORT OF ORGANIC SUGAR

Vide Notification No. 43/2016 - Customs dated 26th July, 2016 of Department of Revenue, Ministry of Finance, export of 10,000 MT of Organic Sugar has been allowed for export by claiming exemption from export duty in a year beginning with October and ending with September. This Trade notice is for export of balance **586 MT** organic sugar subject to the following conditions.

1. Quantity limit shall be **586 MT**;
2. It should be duly certified by Certification Bodies accredited under NPOP as being organic sugar
3. Export contract has to be registered with APEDA, New Delhi, prior to shipment;
4. Export shall be allowed only from Customs EDI ports.

Accordingly, applications are invited from exporters for registration of export contracts with APEDA. Registration of the Export Contracts will be made by APEDA and Registration-Cum-Allocation Certificate (RCAC) will be issued on the basis of highest FOB price for export in USD per MT, for the applications received on or before **3rd July 2017**.

- Procedure:
1. Application for obtaining quota for export of organic sugar as per format in Annexure-I would be received at APEDA, New Delhi up to 5.00 p.m. on **3rd July 2017** The applications are to be submitted in sealed cover, superscribed as “Application for obtaining quota for export of organic sugar”, addressed to Dr. Saswati Bose, DGM, APEDA, 3rd Floor, NCUI Building, 3 Siri Institutional Area, August Kranti Marg, New Delhi – 110016.
 2. The application received up to 5.00 p.m. on **3rd July 2017** will be opened on **5th July 2017** at 11.00 a.m. in the presence of representatives of applicants who wish to attend. The decision after the scrutiny will be taken and Registration-cum-Allocation Certificate (RCAC) will be issued accordingly.

3. The available quota quantity will be allocated to the applicants on the basis of highest FOB price for export in USD per MT. In case, the quantity applied for by the applicant quoting the highest FOB price is less than the available quota, balance quantity will be allocated to other applicants in order of price quotations. In case, more than one applicant submits the same FOB price, the allocation of available quota will be made on pro-rata basis.
4. Applicant per IE code will not be allotted more than 50% of the total announced quantity.
5. In case the quantity allocated on the basis of applications received is lower than total quantity available, the balance available quantity would be announced on APEDA website: www.apeda.gov.in.
6. The successful exporters are required to submit Performance Bank Guarantee within 7 days of decision by APEDA of allocation of quota in the format as per Annexure II, in Indian Rupees for an amount equivalent to 5% of the value of the allotted quota quantity at the FOB price. The Bank guarantee should be valid for minimum 180 days from the date of its issuance.
7. In case, the Bank guarantee is not submitted by the exporter within the stipulated time, the quota allocated will be withdrawn and the said quota will be allocated to the next eligible exporter/s.

CERTIFICATION

It would be mandatory for the exporters to furnish, along with their application a copy of each of the Scope Certificate & Provisional Transaction Certificate (PTC) obtained from one of the Certification Bodies (CBs) accredited under National Programme for Organic Production. List of these CBs is available on APEDA website www.apeda.gov.in. However, if the export is for USA, the exporter needs to submit NOP Scope Certificate also along with NPOP. The exporter shall also submit sales contract, Proforma invoice/Commercial invoice and Packing list along with their application.

For those who were not allotted the quota, the quantity for which PTC was issued, will be re-credited to them on Tracenet.

PROCESSING CHARGES

Processing charges Rs. 25 per MT + applicable Service Tax (presently 15%) of the contracted quantity shall be paid by the applicants. This amount shall be paid by Demand Draft/ Pay Order drawn in favour of APEDA payable in New Delhi. All applications for registration of contracts should be accompanied by Demand Draft/Pay Order of requisite amount. Processing charges are non-refundable.

DESPATCH DETAILS

The exporter would be required to submit, as per format in Annexure III, details of actual export against each RCAC within 15 days from the expiry of the validity of a particular RCAC in

respect of full quantity issued. RCACs in original with copies of shipping documents are required to be submitted after completion of dispatches against each RCAC. Inability to complete export of full quantity of the RCAC would invite penalty and the performance guarantee will be forfeited. However, upto 5% short shipment may be considered under unforeseen circumstances.

VALIDITY

The RCAC shall be issued to successful exporters with its validity for shipment upto 60 days from the date of issue. Therefore, while applying for Registration of Contract, exporters are advised to ensure that the quantity applied for registration is the one which is planned to be shipped in next 60 days. No additional time will be given for export beyond 60 days period.

AMENDMENT

RCAC once issued will not be amended in respect of the particulars of the buyer, FOB price and validity.

(D.K. Singh)
Chairman

**APPLICATION FOR OBTAINING QUOTA FOR
EXPORT OF ORGANIC SUGAR**

NAME OF THE APPLICANT	
ADDRESS OF THE APPLICANT (As per PTC)	
EMAIL	
APEDA REGN. NO	
IE CODE	
PRODUCT	SUGAR
PRODUCT CATEGORY	ORGANIC
LC CONTRACT No.	
VALIDITY DATE	
PORT OF ORIGIN	
DESTINATION PORT	
IMPORTER'S NAME	
IMPORTER'S ADDRESS	
QTY APPLIED (MT)	
FOB VALUE PER MT (IN US\$) (Copy of invoice to be enclosed)	
PROCESSING CHARGE @RS.25 /- PMT +Service Tax AMOUNT DD No DD Date	
BANK NAME & BRANCH	
CERTIFICATION BODY UNDER NPOP/NOP	
SCOPE CERTIFICATE No. (Copy to be enclosed)	
PROVISIONAL TRANSACTION CERTIFICATE No. & DATE: (Copy to be enclosed)	
CERTIFICATE TO BE DISPATCHED	DIRECT/BY HAND THROUGH POST THROUGH SPEED POST

Declaration:

- (i) We certify that all information furnished in our application is true to our knowledge.
- (ii) We undertake to effect export of the quantity allocated to us within the validity of the RCAC issued by APEDA.
- (iii) We understand that in case of non-shipment of quota quantity allocated by APEDA as per RCAC within the validity period, APEDA shall have the right to forfeit the performance bank guarantee submitted by us.

Signature

Name & Designation of Authorised Signatory of the Exporter

Place & Date

Format for Performance Bank Guarantee
(on Rs. 100/- Stamp Paper)

Subject: Performance Bank Guarantee for Export of Organic Sugar

WHEREAS the Agricultural and Processed Food Products Export Development Authority mentioned as APEDA hereinafter, through its Trade Notice dated 21st November, 2016 has invited applications from the exporters for obtaining quota for export of organic sugar as per the conditions prescribed in the said Trade Notice, which terms and conditions we are fully aware and in know of, and whereas M/s. _____, the exporter, having their office athave undertaken to export.....MT of organic sugar at the FOB India price of USDper MT.

AND WHEREAS the exporter is required to furnish along with the application Performance Bank Guarantee equivalent to 5% of the total FOB value of the quantity applied for in Indian Rupees in terms of the above said Trade Notice.

AND WHEREAS the exporter is required to export organic sugar within period of the validity given in the Registration-cum-Allocation Certificate (RCAC) to be issued by APEDA.

1. We (name and address of a Scheduled Indian Bank) hereinafter called "THE BANK" do hereby undertake and promise to pay the APEDA, New Delhi an amount of Rs. _____ (Rupees _____) in the event of failure of the exporter (i) to fulfill any condition of the RCAC or (ii) to fulfill the obligation to export the quantity allocated to M/s. _____ within the stipulated time or according to the prescribed terms and conditions whether the shipment is in part or full.
2. Our liability under this guarantee shall fall due immediately on a demand made in this regard by APEDA within the prescribed period and notwithstanding any dispute or objection raised by the exporter regarding their liability to pay for non performance of the commitments made by the said exporter. We do hereby undertake and promise to pay without demur and on demand by APEDA, New Delhi, the sum of Rs. _____ (Rupees _____) in respect of which the said exporter fails to fulfill these commitments and that such claim will be restricted upon the full value of this guarantee i.e. Rs. _____ (Rupees _____) if the export shipment is not completed in full.
3. We, the _____ Bank further agree that this guarantee shall remain in full force and effect for 180 days from the date of issuance of said Bank Guarantee and that it shall continue to be enforceable till all the amounts due to APEDA have been fully paid, discharged and Chairman, APEDA or his any authorised representative certifies that the terms and conditions of the said Order have been fully and properly carried out by the said exporter. Unless a demand or claim under this guarantee is made on us in writing upto 6 months from the date of issuance of this guarantee in respect of non-performance regarding

export of Organic sugar, we shall be discharged from all liabilities under this guarantee further.

4. We, the _____ Bank further agree that the APEDA shall have the fullest liberty without consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said Trade Notice from time to time to postpone for any time or from time to time any of the powers exercisable by the APEDA against the said exporter and to forebear or enforce any of the terms and conditions of the said Order and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said exporter or forbearance act of omission on the part of the APEDA to the said exporter or by any such matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. We, the _____ Bank further agree that the decision of Chairman, APEDA as to the default on the part of the exporter and the amount payable by us shall be final and binding on us and on demand made by the APEDA we shall immediately and without demur within 10 days pay the same to the Agricultural and Processed Food Products Export Development Authority, 3rd Floor, NCUI Building, 3 Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi – 110 016, by way of Demand Draft/Pay Order drawn in its favour.
6. We shall be relieved of and discharged from all liabilities under this guarantee only on the exporter having fulfilled all his obligations and exported the entire quantity of RCAC by the last day of shipment as prescribed by the APEDA in this particular case and submitted satisfactory proof of shipment and realization of export value by the Bank to the full satisfaction of the APEDA in this regard within the prescribed time whose decision in this connection shall be final and binding.
7. This guarantee will not be revoked by any change in the constitution of the Bank and/or the exporter.
8. Dated at _____ this _____ day of _____ 2016.

In presence of _____

(Signature of the Guarantor)

Signature of Applicants

(to be signed by the Proprietor/Managing Director/Authorised Signatory/Managing Partner of the unit showing his Designation as such)

Date :

Seal :

Format for Submission of Details of Export of Organic Sugar

Name of the Exporter :

APEDA Registration No :
RCAC No. and Date

Quantity in MT	Consignee/Importer	Date of Bill of Lading	FOB Value USD	Port of Shipment	Port of Destination

Authorised Signatory
Name and Designation

Date :

Place :