

**THE FOOD CORPORATION OF INDIA  
REGIONAL OFFICE: LUCKNOW**

**NOTICE FOR INVITING FINANCIAL BIDS FROM THE EMPANELLED BULK CONSUMERS IN UTTAR PRADESH STATE UNDER OMSS(D) FOR SALE OF 52328.5 MT WHEAT BY FCI**

Sealed financial bids are invited by the undersigned on behalf of FCI, for disposal of 52328.5 MT wheat lying at various depots/ agency godowns in FCI districts of U.P on "AS IS WHERE IS BASIS" from empanelled bulk consumers/ buyers only who had submitted their application and documents up to 04.02.2011. The intending buyer out of such already empanelled bulk consumers has to furnish an affidavit about currency/ validity of their documents already submitted to FCI for empanelment and an attested copy of any one electricity bill out of current four months, along with their tender. For such list of empanelled parties, detailed NIT, downloading of tender form, terms and conditions for financial bids etc; contact FCI <http://www.fciweb.nic.in> the financial bids will be received up to 17.30 PM on 08.08.2011 and will be opened at 11.00 AM on 09.08.2011.

GENERAL MANAGER (UP)

FCI DISTT.	NAME OF DEPOT	Available Surplus Stock	QUANTITY ALLOTTED FOR SALE
Agra	SWC Firozabad	24481	1000
	FSD Shikohabad	20477	2000
	Mainpuri (Cap)	9061	2000
	FSD Harduagang	38729	2000
Aligarh	FSD Hathras	14286	2000
	FSD Kosikalan	20710	2000
Allahabad	FSD Naini	15918	2000
	SWC Naini	8257	1000
Bareilly	New P.Khera	15075	2000
	SWC P.Khera	26901	2000
Bulandsahar	FSD Chandpur	27820	2000
	FSD Lalpur (Cap)	28762	2000
Faizabad	SWC Safdarganj	2165	2000
Gorakhpur	SWC Ushrs Bazar	36378	2000
	SWC Gidda	23700	2000
Hapur	FSD Hapur	21044	2000
	FSD Partapur	22283	1000
Jhansi	SWC Lalitpur	12969	2000
Kanpur	FSD Chandari	54587	2000
Moradabad	I.A.Moradabad	70451	2000
	FSD Dhamoura	51038	2000
	SWC Gajraoula	30346	2000
	FSD Roza	62221	2000
Shahjahanpur	CWC Jammore	21646	2000
	Rozarkoti	2047	1000
	Jammore-A	38630	2000
Saharanpur	SWC Bamenheri	19902	2000
Sitapur	SWC Ramkoat	18718	2328.5
<b>TOTAL</b>		<b>738602</b>	<b>52328.5</b>

1. Any conditional offer will be summarily rejected as per the tender terms and conditions.
2. Those wheat bulk consumers, who have already been empanelled by FCI RO Lucknow and who have been intimated and also whose names are displaced on the website
3. <http://www.fciweb.nic.in> are eligible to participate in the financial bid.
4. The empanelled parties who download the tender from FCI website have to enclose DD for Rs.575/- (Rupees five seven five only) towards the cost of tender form in favor of General Manager, Food Corporation of India payable at Lucknow at the time of submission of tender form

**MODEL TENDER FORM FOR SALE OF WHEAT TO BULK CONSUMERS**

**UNDER OMSS (D) 2011**

FOOD CORPORATION OF INDIA  
REGIONAL OFFICE:  
LUCKNOW(UP)

TENDER NO. J.4(wheat )/OMSS(D)/Bulk/09, Aug/2011

Dated : 02.08.2011

ORIGINAL  
DUPLICATE

Cost : Rs.575/-

SIGNATURE OF ISSUING AUTHORITY  
(SEAL)

MONEY RECEIPT NO. \_\_\_\_\_

Dated : \_\_\_\_\_

**NON TRANSFERABLE TENDER FORM ISSUED IN DUPLICATE. ORIGINAL BE  
RETURNED INTACT WHILE SUBMITTING QUOTATIONS. DUPLICATE BE RETAINED  
BY THE TENDERER.**

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR DISPOSAL  
OF 52328.50 MT FOODGRAINS LYING IN VARIOUS DEPOT OF FCI IN UP REGION(LIST  
ENCLOSED)

**TENDER SCHEDULE**

- (A) LAST DATE FOR SALE OF TENDER FORMS UPTO 14.00 HRS ON 08.08.2011 ON ALL WORKING DAYS.
- (B) DATE OF RECEIPT OF TENDERS UPTO 17.30 HRS ON 08.08.2011.
- (C) DATE OF OPENING OF FINANCIAL BIDS AT 11.00 HRS ON 09.08.2011 AT FCI REGIONAL OFFICE : LUCKNOW(UP).
- (D) DATE FOR KEEPING THE OFFER OPEN FOR ACCEPTANCE UPTO 08.09.2011.

**NOTE:**

All the tenders shall remain open for acceptance upto 08.09.2011. The General Manager, FCI, LUCKNO also reserves the right to extend this period by another fifteen (15) days and such extension shall be binding on the tenderers.

If any of the aforesaid date(s) is declared to be a holiday, the tender forms shall be sold/ received/ opened and kept for acceptance on next working day following the closed day/ holiday.

Food Corporation of India reserves the right to reject any or all tenders and scrap the tender enquiry without assigning any reasons, at any stage, without any liability.

\_\_\_\_\_

TELEGRAPHIC ADDRESS

PHONE:  
TELEX:  
FAX NO:  
E-MAIL NO.

(SIGNATURE OF TENDERER)

FROM:

The General Manager,  
Food Corporation of India,  
Regional Office,  
Lucknow.

TO:

\_\_\_\_\_  
\_\_\_\_\_.

Gentlemen / Sir,

On behalf of the Food Corporation of India, General Manager Lucknow UP region invites sealed tenders for disposal of foodgrains 52328.50 MT wheat lying at FCI Depot (List enclosed) In FCI District on as is where is basis only from technically qualified bulk consumers of wheat empanelled by FCI on due submission of documents, as given in Appendix-I, to certify the bonafides of a tenderer as a bulk consumer/ processor of wheat.

The terms and conditions governing the sale are given in Appendix-II. The instructions to be followed for submitting the tender are set out below: -

1. The Non transferable tender forms may be obtained from the office of the General Manager (Region) FCI, Regional Office TC/3V , Vibhuti khand Gomtinager Lucknow on payment of Rs. 500/- (plus applicable taxes) within the stipulated period. Tender forms may also be downloaded from the FCI website [www.fciweb.nic.in](http://www.fciweb.nic.in) , in which case, the cost of the tender form (Rs. 500/- plus applicable taxes) shall be enclosed along with the Financial bid by way of DD payable at Lucknow.

**2. EARNEST MONEY :**

Tender shall be accompanied by EMD as stipulated in Clause (F) of Appendix – II.

**1. SAMPLE OF CONSIGNMENTS :**

The stocks may be inspected by the intending tenderers on the authority of thistender form at the godown(s)/ depot (s) on any working day wherefrom the delivery of the stocks shall be made.

**2. SIGNING OF TENDERS :**

Person signing the tender should state in what capacity he is signing the tender i.e. sole proprietor, or partner of a firm, or as Secretary, Managing Director etc. of a limited Company. In case of partnership firm, the tender must be signed by all the partners. The person(s) part of the tender on behalf of another person shall produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such other person(s) in all matters pertaining to the contracts. If the person signing subsequently fails to produce the said Power of Attorney within reasonable time, the Food Corporation of India may without prejudice to other Civil and Criminal remedies cancel the contract and hold the signatory liable for all costs and damages. The Power of Attorney should be signed by all partners in the case of partnership firm and in the case of Limited Companies, the Common Seal of the Company should be affixed to the agreement.

**3. SUBMISSION OF TENDERS :**

(A) This tender document, along with Notice inviting tender, the appendices and Annexure, duly signed on every page, are to be submitted in a sealed envelope addressed to the General Manager, Food Corporation of India, Regional Office, Lucknow superscribing on the envelope, the tender number and the last date of submission. Tenders will be received upto 17.30 hrs. on 08.08.2011. Tenderers wishing to deposit their quotations by hand should also

deposit them in the Tender Box, provided for the purpose, not later than 17.30 hrs. on 08.08.2011. Tender submitted after 17.30 hrs. on the scheduled date will not be considered.

- (B) The intending buyers must make depot-wise offers for a minimum quantity of 100 tonnes or more, out of the entire quantity notified for sale under OMSS (D), on “as is where is” basis. Offers for quantities less than 100 tonnes would be rejected. A tenderer is allowed to submit only one tender in one tender enquiry. The maximum quantity which a tenderer can bid for in a single tender is 1000 tonnes. The floor price is Rs. 1282.21 (Rupees one thousand two eighty two and twenty one paise only) per qtl. Offers below the above said floor price shall be summarily rejected.
- (C) The tender form should be filled in by the tenderer (s) neatly and accurately. Any alterations, erasures or over writing would render the tender invalid unless such erasures or overwriting are neatly carried out and duly attested over the full signature of the tenderer.
- (D) No opportunity shall be given to the tenderers to modify or withdraw the tenders at any stage during the validity period.
- (E) The conditional tenders are liable to be rejected.

#### **4. ACCEPTANCE OF TENDERS :**

The Food Corporation of India reserves the right to accept or reject any tender / all tenders without assigning any reasons. The contract, if any, which may eventuate from the tender, shall be governed by the conditions as mentioned in the tender document, its appendices and annexure, Notice Inviting Tender and acceptance letter. The acceptance of the tender by the General Manager or an officer authorized by him on his behalf shall constitute the agreement between the tenderer and the Food Corporation of India and no separate agreement shall be required to be executed after the issue of the acceptance letter. The successful tenderer will be advised about the acceptance of his offer by way of letter/ Telegram/ FAX/ e-mail.

#### **5. SECURITY DEPOSIT:**

On acceptance of the offer, the tenderer would be required to furnish Security Deposit as stipulated in Clause (G) of Appendix-II.

#### **6. PAYMENT OF THE COST AND TAKING DELIVERY :**

The successful tenderers will be required to deposit balance 75% cost of the stocks within seven (7) working days from the date of issue of the acceptance letter, in instalments, if need be, and to remove the stocks within seven (7) working days from the date of communication (through post or an electronic media) of acceptance by the General Manager (Region). Delivery will be given Ex – Godown on “as is where is” basis.

#### **7. CORRUPT PRACTICES:**

Any bribe, commission, advantages offered or promised by or on behalf of the tenderers to any officer/ employee/ servant of the Corporation, then such tenderers shall be debarred from the tender enquiry in addition to initiating criminal action. Canvassing in any form on the part of the tenderer or on his behalf will also make his tender liable for rejection.

(SIGNATURE OF TENDERER)

**8. INDEMNITY:**

The tenderer shall defend, indemnify and hold FCI harmless during and after the Tender 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 tenderer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

Yours faithfully,

Dated:

( )  
For and on behalf of Food Corporation of India  
General Manager

\_\_\_\_\_

(SIGNATURE OF TENDERER)

**FOOD CORPORATION OF INDIA**  
**REGIONAL OFFICE: \_\_\_\_\_**

TENDER NO. \_\_\_\_\_

**APPENDIX-I**

**TERMS AND CONDITIONS FOR EMPANELMENT OF TECHNICALLY QUALIFIED BULK CONSUMER.**

In order to establish the bonafides of tenderer as bulk consumer of wheat, the technical bid for the purpose of empanelment would contain documents to certify the bonafides of a tenderer as a bulk consumer/processor of wheat. The tenderer would be required to submit the following documents to support his qualification as bulk consumer of wheat:-

- (i) An attested copy of the “Registration Certificate” issued by the Industries Department of the State Government.
- (ii) An attested copy of the current VAT/Trade Tax Registration.
- (iii) An attested copy of PAN issued by Income Tax Department.
- (iv) Copies of latest audited Balance Sheet and Profit and Loss Account dully certified by the Auditors showing that they are using wheat as raw material.
- (v) Self-declaration showing installed capacity of the unit and wheat consumed in 2008-09.
- (vi) An attested copy of the current electricity bill (paid in the last four months) and receipt of payment giving the details of sanctioned load.
- (vii) An attested copy of any licence issued to the tenderer in case licensing/declaration requirements for bulk consumers of wheat have been specified by the concerned State Government.
- (viii) An undertaking on a stamp paper of Rs. 20 that the wheat so purchased from FCI under OMSS will be utilised in their own processing unit and not for trading, etc.

**FOOD CORPORATION OF INDIA**  
**REGIONAL OFFICE: \_\_\_\_\_**

TENDER NO. \_\_\_\_\_

**APPENDIX-II**

**TERMS AND CONDITIONS FOR THE SALE OF FOODGRAINS**

**(A) DEFINITIONS :**

- i) The term 'Bulk Consumer' shall mean bulk consumers of wheat like Roller Flour Mills, Biscuit Manufacturers etc., who have processing units using wheat as raw material and installed capacity of such processing units will not be less than 30 tonnes of wheat per month.
  - ii) The terms 'contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers. The tender, its annexures and schedules acceptance of tender and such general and special conditions as may be added to it.
  - iii) The term 'Corporation' and the "Food Corporation" wherever occurs shall mean the Food Corporation of India established under Section-3 of the Food Corporation Act.1964.
  - iv) 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.
  - v) The terms 'buyer' shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
  - vi) The term 'Rate' shall mean the rate of payment accepted by the General Manager for and on behalf of the Food Corporation of India.
  - vii) The term 'foodgrains' shall mean and include wheat conforming to PFA Standards only.
- (B) The foodgrains stocks can be inspected by the prospective tenderer(s) at the godown/ depot from where delivery of the consignment will be given.
- (C) The Food Corporation of India does not guarantee to make any definite quantity or quality available to the tenderer.
- (D) The Food Corporation of India reserves the right to accept or reject, without assigning any reason, the highest or any tender. All tenders shall be irrevocable and remain open for acceptance for a period of thirty (30) days from the date of opening the tenders. If the said date is declared to be a closed holiday for FCI Offices, the tender shall be deemed to remain open for acceptance on the following day. The GM, FCI \_\_\_\_\_ will have the discretion to extend this date by another fifteen (15) days which will be binding on the tenderer(s).
- (E) The FCI will not be responsible for obtaining permits from the State Government in favour of the buyer nor accept any liability for despatching the stocks in the absence of any permit.

(SIGNATURE OF TENDERER)

(F) **EARNEST MONEY :**

- (i) The Financial bid shall be accompanied by Earnest Money calculated @ 10% of the cost of the stocks intended to be purchased at the reserve price fixed by\ FCI.
- (ii) No exemption shall be allowed to any party from deposit of Earnest Money.
- (iii) The Earnest Money would be adjusted towards security deposit on receipt of request from the successful tenderer.
- (iv) Earnest Money shall be in the form of account payee Bank Demand Draft, Pay Order or Banker's Cheque issued by a Scheduled Bank in favour of General Manager, Food Corporation of India payable at \_\_\_\_\_. Tenders not accompanied by the requisite amount of earnest money shall be summarily rejected.
- (v) The Earnest Money paid shall be forfeited, if the tenderer after submitting his tender, withdraws his offer or modifies the terms & conditions thereof in a manner not acceptable to FCI or does not keep his offer open during the validity period or resiles from the offer once accepted, it being understood that tender documents have been issued to him and he is being permitted to tender in consideration of his agreement to this stipulation.

The Earnest Money shall also be liable to be forfeited in the event of tenderer's failure after acceptance of his tender to deposit the security money in full within the prescribed time.

If a successful tenderer fails to deposit the Security Deposit within the stipulated period of five (5) working days then, in addition to forfeiture of his EMD, the said tenderer shall be debarred from participating in future tenders floated by FCI for disposal of foodgrains and coarsegrains for a period of two years.

The tenderers shall furnish an undertaking on a Stamp Paper agreeing to the stipulations as contained in the Clause F (v) for forfeiture of EMD, along with the Financial Bid.

The Earnest Money will be refunded to all the unsuccessful tenderers as soon as practicable after final decision on tenders. No interest shall be payable on the amount of Earnest Money/ Security, in any case.

(G) **SECURITY DEPOSIT :**

- (i) On acceptance of the tender, the tenderer would be required to deposit 25% of the cost of stocks intended to be purchased as security money within five (5) working days of the date of communication of acceptance (through post or an electronic media). The earnest money would be adjusted towards security deposit on receipt of request from the successful tenderers. In case the tenderer(s) either resiles/ resile from his/her/their offer or violates/violate the terms of the contract, the Security Deposit furnished by the tenderer shall be forfeited. All losses incurred by the Corporation in disposing off the stocks at the risk & cost of such a tenderer, after adjustment of the Security Deposit, shall be deposited by the tenderer in the form of demand draft/ pay order/ bankers cheque etc., on any scheduled bank in favour of GM, FCI\_\_\_\_\_.

(SIGNATURE OF TENDERER)



(ii) If a successful tenderer fails to deposit the Security Deposit within the stipulated period of five (5) working days, then his EMD shall be forfeited.

(iii)

(a) If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit the Security Deposit furnished by the tenderer. Any sum due from the tenderer for damage, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the tenderers neglect or failure to observe or perform any of the obligations under the contract, including but not limited to, the damages, losses and expenses incurred for disposal, re-sale, preservation, maintenance of stocks etc., exceeding the amount of forfeited security deposit shall be deposited by the tenderer with the Corporation. The decision of the Corporation, in this respect shall be final and binding on the tenderer.

In the event of failure of the defaulting tenderer to deposit the requisite amount in full with the Corporation, the balance or the total sum recoverable, as the case may be, shall be recovered under this or any other contract with Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the tenderer shall pay to the Corporation on demand the balance due.

The tenderers shall furnish an undertaking on a Stamp Paper agreeing to the stipulations as contained in the Clause G (i) & G (iii) (a) for forfeiture of SD along with the Financial Bid.

(b) Security Deposit will be refunded to the party on due completion of the contract, without interest, and upon furnishing of No Demand Certificate from the concerned Authority of the Corporation. However, if so requested by the party, the amount of the Security Deposit can be considered for adjustment against the last installment towards the cost of grains including interest and storage charges, if any. No interest shall be payable on the amount of Security Deposit, in any case.

(H) **PAYMENT/ DELIVERY SCHEDULE:**

i) Price of the foodgrains will be payable on the net weight basis. All taxes and other levies, fees and charges of any nature what so ever leviable by any authority shall be payable by the buyer in addition to the price offered.

ii) The balance 75% payment of the cost of stocks will be made within seven (7) working days of the date of communication of acceptance by FCI, in installments if need be.

iii) If the tenderer fails to deposit the balance 75% cost of the stocks within the stipulated period, then he would be given additional time period of seven (7) working days to deposit the balance cost with payment of penal interest of 2% over and above the Bank rate at which the FCI is borrowing.

iv) The buyer will complete the lifting within seven (7) working days from the date of communication (through post or an electronic media) of acceptance by the General Manager (Region).

v) After seven (7) working days the tenderer will be allowed a maximum period of another seven (7) working days for lifting the stocks from FCI godowns on payment of storage charges as contained in Clause 'O'.

(SIGNATURE OF TENDERER)

- vi) After expiry of fourteen (14) working days, no further extension will be granted and EMD/SD etc., deposited by the tenderer(s) will be forfeited and the damages, losses, expenses, charges incurred by the Corporation resulting from the tenderers failure to lift the stocks within the stipulated time and observe or perform any of the obligations under the contract, including but not limited to , the damages, losses and expenses incurred for disposal, re-sale, preservation, maintenance of the stocks etc., exceeding the amount of forfeited Security Deposited shall be deposited by the tenderer with the Corporation failing which Corporation shall recover the same from the tenderer. e from the tenderer. The tenderer stocks will be sold at the risk and cost of the firm without any further notice. However, in case any buyer fails to lift the allotted stocks within the stipulated period of lifting because of operational difficulties of FCI or reasons beyond human control (Force Majeure) FCI may consider to refund the balance amount equivalent to the unlifted stocks of wheat at the sole discretion of C & MD, FCI based on the merits of each case. In the Force Majeure events the tenderer shall notify FCI in writing within two days of occurrence of such events.
- vii) The total price calculated on the declared quantity in each lot on the basis of accepted rates shall be paid together with local taxes/ sales tax, if any, within the stipulated date in the communication of acceptance of tender issued by the General Manager, Food Corporation of India \_\_\_\_\_. The amount will be paid by the buyer in the form of Bank Draft/ Pay Order/ Banker's Cheque issued in favour of the Area Manager/ General Manager, Food Corporation of India, \_\_\_\_\_ within the stipulated date only after which necessary delivery order will be issued by the General Manager (Region) or an officer acting on his behalf.
- viii) In the event of failure to deposit the cost/ lifting of stocks within the specified time, Food Corporation reserves the right to dispose off the stocks in any manner deemed fit and shall recover all losses, damages, expenses and charges suffered by the Corporation from the tenderer.
- (I) The foodgrains are sold in the same condition on "as is where is basis".
- (J) Stocks be removed by the buyer within the period specified in the delivery order, with all the defects, if any, and notwithstanding any error or misstatements\ of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the buyer and no claim shall lie against Food Corporation India, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of considerable nature. The Food Corporation of India reserves the right to withdraw from the sale any lot/ lots included in the tender prior to the acceptance of any offer for such lot/ lots without assigning any reason.
- (K) ~The buyer will make his own arrangement for transport and will not be entitled to claim any facility or assistance for transport from the Food Corporation of India. Delivery of the stocks will be made duly loaded in the trucks of the tenderer at the cost of FCI.
- (L) Should the original buyer wish to take delivery of the stocks of foodgrains purchased, through a representative, he must authorize the latter by a letter of authority which shall be presented to the officer in whose charge the store is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all case of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against the Food Corporation of India on any account whatsoever if delivery is effected to a wrong person.

(SIGNATURE OF TENDERER)

- (M) The FCI shall deliver stocks on 100% weightment basis. The Weight Check Memo shall be prepared in triplicate and signed by the buyer or his representative in token of acceptance of quantity and quality.
- (N) The stocks sold to a buyer shall be from the date of acceptance of the tender at his risk and Food Corporation of India shall not be responsible for the safe custody or preservation thereof.
- (O) Delivery shall be given only during working hours on all FCI working days on presentation by the buyer to the Depot In – charge, the copy of the release/ delivery order issued by the GM/ Area Manager/ Depot In – charge (Manager) or an officer authorized by him.

The stocks sold will be removed by the buyer from the godown within the period specified in the Release Order. If the stocks sold are not removed within the time specified or delivery is not taken at the time and date given in the Release Order, Food Corporation of India may dispose off the stocks in the manner deemed fit and all damages, losses, expenses and charges incurred by the Corporation will be recovered by the Corporation from the tenderer. If the Food Corporation of India is unable to dispose off the stocks within 3 months from the date of expiry given in the Release Order, the decision of the Food Corporation of India in this regard will be final. The buyer shall also be liable to pay storage charges at the rate of 25 paise per bag or part of a bag per day subject to a minimum of Rupees 1/- per bag or part thereof. These charges will be recovered in respect of the entire quantities of the unlifted stocks at the end of free period before the delivery of such stocks is actually affected or till the date of release (inclusive).

- (P) The Food Corporation of India reserves the right to extend the period of delivery of release order and the buyer shall not be entitled to any compensation for such extension of the free period of delivery.

(Q) **GOVERNING LAW & DISPUTES RESOLUTION:**

The High level Committee headed by CMD, FCI shall function as oversight body for sale of wheat through tenders to bulk consumers. Any grievances of the affected parties arising out of this tender sale will be referred to the oversight committee for resolving the disputes and 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.

(SIGNATURE OF TENDERER)

**APPENDIX-III**

TENDER NO. \_\_\_\_\_  
\_\_\_\_\_

Dated : \_\_\_\_\_

FROM

To

The General Manager/ Area Manager,  
Food Corporation of India,  
\_\_\_\_\_.

Dear Sir,

1. I/ We hereby offer to purchase from the Food Corporation of India the foodgrains \_\_\_\_\_ as per details in Appendix-IV or such portion thereof as you may specify in the acceptance of tender at the price quoted in Appendix-IV and agree to hold this offer open upto and inclusive of \_\_\_\_\_200\_\_\_\_\_.

I/ We shall be bound by a communication of acceptance despatched within the prescribed time.

2. I/ We have thoroughly examined and understood the terms and conditions of the tender issued by Food Corporation of India as contained in this tender document. I/ We shall be bound by the terms of both these documents.

3. I/ We enclose herewith a Accounts Payee Bank Demand Draft/ Banker's Cheque/ Pay Order No. \_\_\_\_\_ dated \_\_\_\_\_ Bank of \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in favour of the General Manager/ Area Manager, Food Corporation of India as Earnest Money to be converted as Security Deposit on acceptance of my/ our offer. I/ We agree to deposit the balance cost of foodgrains offered for purchase.

4. A. My/ Our particulars are as follows :

(i) Name (With Name of father In case of an individual)

\_\_\_\_\_

(ii) Business Name \_\_\_\_\_

(iii) Constitution of the Firm, i.e. Registered under the Indian Partnership Act.

\_\_\_\_\_

(iv) Name of seal under which it is registered \_\_\_\_\_

(v) Name & Address of all Partners and the extent of their shares

\_\_\_\_\_

B. In case of Cooperative Society:

(i) No. & Date of Registration Certificate \_\_\_\_\_

(SIGNATURE OF TENDERER)

- (ii) Attach a copy of Resolution of the Society authorizing this transaction  
\_\_\_\_\_
- (iii) Postal Address \_\_\_\_\_
- (iv) Telegraphic Address and E- Mail I.D. \_\_\_\_\_
- (v) Business Telephone (if any) \_\_\_\_\_

C. In case of Company:

- i) No. & Date of registration Certificate \_\_\_\_\_
- (ii) Attach a copy of decision of the Company authorizing this transaction  
\_\_\_\_\_
- (iii) Registered office: \_\_\_\_\_
- (iv) Telegraphic Address and E- Mail  
.
- D. \_\_\_\_\_
- (v) Telephone: \_\_\_\_\_

- (5) I/ We hereby offer to purchase from the Food Corporation of India and to take delivery of foodgrains as per terms and conditions laid down in the tender document, the quantities of foodgrains and at the price shown against sheds as given in Appendix – IV and subject to the condition governing such purchases as stipulated by the Area/ General Manager, Food Corporation of India in the documents mentioned above which I/ We have read and understood and agree to abide by them.
- (6) The VAT/ Sales Tax and other taxes leviable on this sale shall be paid by me/ us in addition to the price offered as applicable under the State VAT/ Sales Tax Act.
- (7) I/ We agree to hold the offer open upto \_\_\_\_\_ and inclusive of \_\_\_\_\_ and if the said date be declared to be holiday for FCI Office till the next following working day and shall be bound by the communication of acceptance despatched within this time. I/ We further undertake that this offer shall not be retracted or withdrawn by me/ us hereafter \_\_\_\_\_.
- (8) I/ We hereby declare that the entries made in this tender form are correct to the best of my/ our knowledge and I/ We shall be bound by the Act of my/ our constituted Attorney Shri \_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/ us in his status to carry on the business of the concern, whether an intimation of such change is given to the Food Corporation of India or not.
- (9) Acceptance of this tender by the General Manager/ Area Manager, Food Corporation of India or by an officer authorized by him despatched within the prescribed time shall constitute a valid and legal contract between me/ us and the Food Corporation of India. No execution of a separate deed would be necessary.

(SIGNATURE OF TENDERER)

10) I/ We hereby declare that we will abide by the terms and conditions governing the sale of foodgrains under this tender. I/ We also declare that the foodgrains\ offered for purchase and to be lifted by us do conform to PFA Standards.

(11) I/ We confirm that person(s) who has/ have signed below has/ have the authority to sign the tender and given above offer on behalf of

M/s\_\_\_\_\_.

Yours faithfully,

Signature of constituted  
Attorney

(Signature's of Tenderer(s) indicating  
capacity in which the Signatory is/ are  
signing.

Place:

Date:

**THE FOOD CORPORATION OF INDIA**  
**FINANCIAL BID**

TENDER NO. \_\_\_\_\_

S.No.	Name of the Depot.	Crop Year	Commodity/ Variety/ Group	Number of bags.	Weight in MT (Nett).	Rate per Qtl. (To be quoted by the Tenderer)	
						Rs. per qtl. (in Figures)	Rs. per qtl. (In words).
1	2	3	4	5	6	7	8

SIGNATURE

NAME OF THE FIRM

THE FOOD CORPORATION OF INDIA  
REGIONAL OFFICE : LUCKNOW

LIST OF BULK CONSUMERS WHO HAVE BEEN  
FOUND TECHNICALLY QUALIFIED AND  
EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO 2.1.2010 ARE  
GIVEN BELOW :-

Shri Ram Roller Flour Mills, Shahjahanpur	Mandi – Forever	DIC - Foreve
Shri Jagdamba F/R Mill Shahjahanpur	--DO--	--DO--
U P Roller Flour Mills, Lucknow	--DO--	--DO--
Balaji Aata Chakki, Bulandshahr	Mandi –upto 20-6-2029	--Do-
Singhanian Flour Mills, Sitapur	Mandi - Forever	-----
Meerut Roller Flour Mills, Meerut	Mandi - Forever	DIC- Forever /Factory act-GOI
R J Roller Flour Mills, Shahjahanpur	Mandi – Forever	DIC- Forever/ Forms-15, Forever
Jai Kishore Flour & Allied Bareilly	-----	-----
RT Roller Flour Mills Shahjahanpur	Mandi - Forever	DIC - Forevr
Ayodhya Flour Mills, Lucknow	-----	-----
Shri Ganesh Roller Flour Mills, Lucknow	-----	-----
Agra Flour Mills, Agra	Mandi - Forever	-----
Maha Laxmi Roller Flour Mills, Shahjahanpur	-----	-----
Mahashakti Foods (P) Ltd, Gorakhpur	-----	-----

LIST OF BULK CONSUMERS WHO HAVE BEEN  
FOUND TECHNICALLY QUALIFIED AND  
EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO  
14.1.2010 ARE GIVEN BELOW :-

Name of the qualifying tenderer		
Himangi Foods Pvt Ltd, Kanpur	Mandi - upto 30-06-2012	DIC - Forever
Vinayak Floor Mills, Shahjahanpur	Mandi- Forever	--DO--
B L Roller Flour Mills PLtd Faizabad	Mandi –upto 30-06-2010	--Do-
Ashoka Wheat Products P Ltd, Meerut	Mandi –upto 30-06-2019	--DO--
Nand Raj Roller Flour Mills Pvt Ltd Meerut	Mandi – upto 30-06-2020	DIC- Forever / Forms-15, Forever
Bhawani Roller Flour Mills Ltd Ghaziabad	Mandi – Forever	DIC- Forever
Pashupatinath Agro Food Products P Ltd Hardoi	Mandi – Forever	DIC- Forever
N R Wheat Products Pvt Ltd, Ghaziabad	Mandi - Forever	DIC – Forever/ Forms-15, Forever
Yash Flour Mills Pvt Ltd Hardoi	Mandi upto 30-06-2010	DIC – Forevr
Shree Hardoi Baba Roller Flour Mills P Ltd d Hardoi	Mandi upto 30-06-2010	DIC – Forevr
Tirupati Roller Flour Mills P Ltd Kanpur	Mandi - Forever	-----DO-----
Rajshree Roller Flour mill Pvt Ltd Bareilly	Mandi upto 30-06-2013	Forms-15, Forever
Rama Roller Flour Mills, Meerut	Mandi - Forever	-----
Raibareilly Flour Mills Pvt Ltd, Bulandshahr	Mandi upto 30-06-2010	-----
Bulandshahr Roller Flour Mills P Ltd. Bulandshahr	Mandi - Forever	DIC - Forever
Maheshwari Roller Flour Mills Pvt Ltd, Ghaziabad	Mandi - Forever	Factory Lic. Upto Dec-2012
K C Roller Flour Mills P Ltd. Shahjahanpur	Mandi - Forever	DIC - Forever
Swastik Grains Products P Ltd. Chandauli	-----	Forms-15, Forever



Shivam Foods Pvt. Ltd. Chandauli	Mandi upto 30-06-2014	-----
Rama Hygienic Products P Ltd. Bulandshahr	Mandi - Forever	Forms-15, Forever
Santosh Flour Mills P Ltd Pilibhit	Mandi - Forever	DIC - Forever
S K Wheat Products Pvt Ltd Pilibhit	Mandi upto 30-06-2013	-----
Lucknow Roller Flour Mills, Lucknow	Mandi - Forever	Forms-15, Forever
M/s S K Industries, Muzaffarnagar	Mandi - Forever	DIC - Forever
Messars Evergreen Industries, Muzaffarnagar	Mandi - Forever	DIC - Forever
Vardhman Roller Flour Mills Pvt. Ltd Meerut	Mandi upto 30-06-2019	DIC - Forever
Vidhya Enterprises, Bareilly	-----	Forms-15, Forever
Ram Niwas Flour Mills Pvt Ltd Lucknow	Mandi upto 30-06-2010	DIC – Forever/ Forms-15, Forever
Meerut Food Products, Meerut	Mandi upto 30-06-2010	DIC - Forever
G L Foods P Limited, Pilibhit	Mandi upto 30-06-2013	DIC - Forever
Manglam Agro P Ltd, Bahraich	Mandi upto 30-06-2026	Forms-15, Forever
Ajmani Flour Mills (P) Ltd, Lakhimpur Kheri	Mandi upto 30-06-2024	Forms-15, Forever
Sanwaria Foods Lucknow	Mandi upto 30-06-2026	DIC - Forever
Satya Chandra Flour Mills Pvt Ltd Moradabad	Mandi upto 30-06-2010	DIC - Forevr
M V Food Industries Ltd. Varanasi	Mandi upto 30-06-2010	-----
Gharana Foods Limited, Chandauli	Mandi upto 30-06-2010	Forms-15, Forever
Prahlad Flour Mills P Ltd. Barabanki	Mandi upto 30-06-2012	DIC - Forever
Charan Flour Mills Pvt Ltd. Kanpur	Mandi upto 30-06-2010	DIC - Forever
Shyam Flour Mills P Ltd. Fatehpur	Mandi upto 30-06-2025	DIC - Forever
Anirudh Foods Limited Chandauli	Mandi upto 30-06-2027	DIC - Forever
Kanudia Flour Mills Chandauli	Mandi upto 30-06-2027	DIC - Forever
Vishnu Food Products Ltd Kasganj	Mandi - Forever	Factory Lin.-GOI
Shanti Roller Flour Mills Ltd. Faizabad	Mandi upto 30-06-2010	Forms-15, Forevr
Globe Roller Flour Mills Ltd. Bareilly	Mandi upto 30-06-2010	DIC - Forever
Parmarth Industries Pvt Ltd. Bijnor	-----	DIC - Forever

**LIST OF BULK CONSUMERS WHO HAVE BEEN  
FOUND TECHNICALLY QUALIFIED AND  
EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO  
23.1.2010 ARE GIVEN BELOW :-**

Name of the qualifying tenderer		
R Chemical & Cosmetics, Kanpur	Mandi upto 30-06-2013	DIC - Forever
Madhu Roller Flour Mills (P) Ltd. Aligarh	Mandi upto 30-06-2010	-----
Refineries & Chemical Ltd Gorakhpur	-----	DIC - Forever
Shanti Wheat Products Pvt Ltd, Pilibhit	-----	DIC – Forever/ Forms-15, Forever
Aligarh Roller Flour Mills Pvt Ltd, Aligarh	-----	DIC - Forever
Flour Mills P Ltd, Agra	-----	DIC - Forever
Ma Agro & Food Products, Bijnore	Mandi upto 30-06-2024	Forms-15 Forever 5,
C S Roller Flour Mills Limited, Aligarh	Mandi - Forever	Forms-15 Foreve r5,
Lakund Madhav Roller Flour Mills P Ltd.Banda	Mandi upto 30-06-2026	DIC - Forever
Mod Flour Mills Pvt Ltd Barabanki	Mandi upto 30-06-2013	DIC upto Oct-10

Abardhan Agri Flour Mills Pvt Ltd Agra	Mandi upto 30-06-2010	DIC - Forever
Adhir Food Products India Ltd, Kasganj	Mandi - Forever	DIC - Forever
Free Ram Rice Mills, Bahjoi, Moradabad	Mandi upto 30-06-2010	DIC - Forever
SR Foods Pvt Ltd Agra	Mandi - Forever	Factory Lin.-GOI
Ankatesh Agro Food Pvt. Ltd, Chandauli	Mandi upto 30-06-2011	DIC - Forever

**LIST OF BULK CONSUMERS WHO HAVE BEEN  
FOUND TECHNICALLY QUALIFIED AND  
EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO 29.1.2010 ARE  
GIVEN BELOW :-**

Name of the qualifying tenderer		
Sudarshan Bopar Co. Ltd Chandauli	Mandi upto 30-06-2012	DIC - Forever
Harak Chand Flour Mills Ltd Sitapur	Mandi - Forever	DIC - Forever
M B Flour Mills Industries Pvt Ltd Sitapur	-----	DIC - Forever
Manni Lal Mahadev Prasad Pvt Ltd Unnao	Mandi upto 30-06-2011	DIC - Forever
S K Roller Flour Mills Ltd Sitapur	Mandi - Forever	DIC – Forever/ Factory Lin.-GOI

**LIST OF BULK CONSUMERS WHO HAVE BEEN  
FOUND TECHNICALLY QUALIFIED AND  
EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO 11.2.2010 ARE  
GIVEN BELOW:-**

Name of the qualifying tenderer		
Shri Agrasen Flour Mills Pvt Ltd Jaunpur	Mandi upto 30-06-2010	DIC - Forever
Ess Ell Foods Limited Saharanpur	Mandi - Forever	Factory Lin.- upto Dec,10
Shri Ram Behari Agro Ind.Pvt Ltd Kanpur	Mandi upto 30-06-2014	DIC – Forever/ Factory Lin-upto -2011
Baba Gauri Shanker Flour Mills P Ltd Hardoi	Mandi upto 30-06-2012	Factory Lin.-GOI

Sethi Flour Mills P Ltd Gorakhpur	Mandi - Forever	Factory Lin.-GOI
Ashutosh Flour Mills, Puranpur	Mandi upto 30-06-2010	DIC - Forever

LIST OF BULK CONSUMERS WHO HAVE BEEN FOUND TECHNICALLY QUALIFIED AND EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO 20.2.2010 ARE GIVEN BELOW:-

1. Jaiswal Agro Industries Pvt. Ltd.. Maharajganj. ----- Factory Lin.- uptoDec,10
2. Sapna Flour Mills Ltd., Bahraich.

LIST OF BULK CONSUMERS WHO HAVE BEEN FOUND TECHNICALLY QUALIFIED AND EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO 15.01.2011 ARE GIVEN BELOW:-

1. R.T. Food India Ltd. Shahjahanpur.

LIST OF BULK CONSUMERS WHO HAVE BEEN FOUND TECHNICALLY QUALIFIED AND EMPANELLED WITH FCI RO LUCKNOW (UP) UPTO 04.02.2011 ARE GIVEN BELOW:-

1. USHER AGRO LIMITED , MATHURA