

THE FOOD CORPORATION OF INDIA  
REGIONAL OFFICE : PATNA – 800001

Ref.No.: S&S/Comml./OMSS(D)/B.C.2011-12/Empanelment

Dated:- 08.11.2011

**NOTICE**

ALL INTERESTED BULK CONSUMERS OF WHEAT (RFMS, CHAKKIES, BISCUIT MANUFACTURERS ETC.) ARE REQUESTED TO SUBMIT THEIR REPRESENTATIONS WITH REQUIRED DOCUMENTS TO THE GENERAL MANAGER, FCI, RO, PATNA FOR EMPANELMENT IN FCI AS BULK CONSUMERS OF WHEAT UNDER OMSS(D) OF GOVT. OF INDIA. THIS PROCESS OF EMPANELMENT WILL CONTINUE UPTO MARCH 2012 STOP.

FORMAT OF REPRESENTATION, DETAILED INSTRUCTIONS AND MODEL TENDER FORM IN WHICH PRICE BIDS WILL BE ACCEPTED BY FCI MAY BE OBTAINED FROM THIS OFFICE OR DOWNLOADED FROM FCI WBSITE NO. {HYPERLINK <http://fciweb.nic.in>} FOR NEEDFUL STOP.

GENERAL MANAGER (R.)

**FOOD CORPORATION OF INDIA**  
**Regional Office :: Patna**

TENDER NO. S&S/Comml./OMSS(D)/BC/2010-11/Part

Dated :

**APPENDIX-I**

**TERMS AND CONDITIONS FOR EMPANELMENT OF TECHNICALLY QUALIFIED BULK CONSUMERS**

In order to establish the bonafides of tenderer as bulk consumer of wheat the technical bid for the purpose of his 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, 2009-10, 2010-11.
- (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 license 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 utilized in their own processing unit and not for trading etc.

FOOD CORPORATION OF INDIA  
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Dated :

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 annexure 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 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 Patna will have the discretion to extend this date by another 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 dispatching the stocks in the absence of any permit.

**(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 **FOOD CORPORATION OF INDIA GM (R), payable at PATNA**. 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) 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 alongwith 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, 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 FOOD CORPORATION OF INDIA, GM(REGION), payable at PATNA.
- (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) 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.

(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'.
- 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 in curd by the corporation resulting from the tenderers failure to lift the stocks within the stipulated time and the observe or perform any of the obligation under the contract, including but not limited to, the damages, losses and expenses incurred for the 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. 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 seven (7) 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, PATNA. 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(REGION), 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 mis-statements 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.
- (M) The FCI shall deliver stocks on 100% weighment 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 Bihar (State) shall have exclusive jurisdiction to adjudicate the disputes arising out of the contract.

Tender No.: S&S/Comml./OMSS(D)/BC/2010-11/Part

Dated :

FROM

To

The General Manager,  
Food Corporation of India,  
PATNA.

Dear Sir,

1. I/ We hereby offer to purchase from the Food Corporation of India the food grains WHEAT 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 **19.12.2011**.

I/ We shall be bound by a communication of acceptance dispatched 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 \_\_\_\_\_

(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

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(iii) Registered office: \_\_\_\_\_

(iv) Telegraphic address and E-Mail I.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 dispatched 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 Shree -----  
\_\_\_\_\_ 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 dispatched 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.

(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. \_\_\_\_\_

Signature of constituted Attorney

Yours faithfully,

Place :

Date :

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

**MODEL APPLICATION FORM FOR EMPANELMENT WITH FOOD CORPORATION OF INDIA,  
REGIONAL OFFICE, PATNA AS BULK BUYING CONSUMER**

**(To be submitted on Letter head of the tender/party)**

To  
The General Manager (Bihar),  
Food Corporation of India,  
Regional Office, Exhibition Road,  
Arunachal Building, Patna-1.

Sub:

Ref.:

I, ..... hereby request for empanelment as Bulk Consumer for Purchase of Wheat from FCI under OMSS(D) scheme under above reference. I understand that the General Manager (Bihar) is the sole authority to accept or reject my application without assigning any reason.

I am enclosing herewith photo state copies of the following requisite documents duly Self Attested (As per Appendix – I):-

**I also undertake that :-**

1. I will submit/present myself along with original documents as above for Verification by FCI authority as and when called for by them.
2. For any fraudulent information/documents if submitted/deposited by me, my Candidature/empanelment may be debarred/cancelled/blacklisted for future Transaction with FCI.

Signature .....

Place .....

Name .....

Date .....

Capacity in which signing .....