

**FOOD CORPORATION OF INDIA**  
**REGIONAL OFFICE, JAIPUR**  
 4-Nehru Place, Tonk Road, Jaipur -302015  
 PHONE NO. 0141-2742177 FAX 2743449,2742031  
**ISO: 9001:2000 CERTIFIED**



**भारतीय खाद्य निगम**  
**क्षेत्रीय कार्यालय, जयपुर**  
 4- नेहरु प्लेस , टॉक रोड, जयपुर (राज.) -302015  
 फोन नं० 0141-2742177 फैक्स 2743449, 2742034  
**आई.एस.ओ. : 9001:2000 प्रमाणित**

No. No. QC.9(7) /DFG-Tender/ Raj/2012

Dated : 24.07.2013

To,  
 M/s All Registered Parties,

.....  
 .....  
 .....

**Sub:** National Invitation of Tender(NIT) for sale of feed category damaged food grains lying at various depots of Rajasthan region-Regarding

**Sir,**

**Sealed** tenders are invited from the interested parties registered with the Food Corporation of India for purchase of non issuable (damaged) food grains lying at various depots in Rajasthan region on "**AS IS WHERE IS BASIS**". The statement showing district wise/depot wise /category wise availability of non-issuable (damaged) food grains is enclosed in Annexure-A for information. State Departments and agencies having registered / licensed feed stock manufacturing plants and / or poultry feed manufacturing plants are also eligible to participate in this Tender Enquiry.

**The** Reserve price of damaged food grains has been determined on the basis of prevailing Minimum Support Price (MSP) of the crop year of wheat.

Crop Year and Category Wise Reserved Price for damaged foodgrains is as under.

Crop Year	(MSP+Bonus)	Feed-I	Feed-II	Feed-III	Ind.Use
	per Qtls(Rs.)				
2008-09	1000	600	500	400	300
2009-10	1080	648	540	432	324
2010-11	1100	660	550	440	330
2011-12	1170	702	585	468	351
2012-13	1385	831	692	554	415

**Tender** form ( non transferable ) embodying the terms and conditions and centre wise list can be obtained from FCI, Regional Office, 4-Nehru Place, Tonk Road, Jaipur -302015 (Raj.) w.e.f. 24.07.2013 to 02.08.2013 on all working days from 11:00 AM to 3:00 PM and up to 1:00 PM on 02.08.2013 on payment of

Rs. 570/- in case by hand and Rs. 570/- + Rs.100/- postal charges in case by post. The tender form and centre-wise details can also be downloaded from FCI website i.e. [www.fciweb.nic.in](http://www.fciweb.nic.in) for which a separate bank draft for Rs. 570/- should be enclosed.

**Tenders** duly completed and accompanied by 10% earnest money, as stipulated in the form of demand draft drawn on any scheduled bank in favor of General Manager (R), Food Corporation of India, Regional office, Jaipur payable at JAIPUR will be received up to 2:00 PM on 02.08.2013 & opened on the same day at 3:00 PM in the presence of tenderers, who wish to be present. Offers will remain open for acceptance up to & inclusive of 02.09.2013 FCI reserves the right to withdraw any quantity without assigning any reasons.

Quantity may be increased or decreased at the time of disposal and subject to the acceptance of state govt. & its agencies if any.

**Conditional Tenders will not be accepted.**

**Copy** of latest certificate of registration mentioning the category of the stock for which they are registered with FCI /renewal of registration with Food Corporation of India issued by the concerned regional office should be enclosed. All the tenderers including State Departments/Agencies must have feed stock manufacturing plants and/or poultry feed manufacturing plants should have to enclose the valid registrations certificate of their plant and latest (last 3 months) electric bill of the plant.

**Tenderers** may quote the rates irrespective for the category of the stocks for which they are registered with the Food Corporation of India. Registered parties may give the rates for any category of feed. However preference will be given to the parties registered for a particular feed.

**The** tenderers can see the lots at the concerned depots on all working days during office hours.

**This** office will not be held responsible for delayed receipt of tender form by post and the tenderers may ensure that the forms are received by them in time and duly filled form submitting in time.

**The** FCI reserves the right to with draw / include from the sale of any lot / stock prior to acceptance of any rate of such lots and also accept or reject any or all lots from the tender with assigning any reason.

**This** tender notice becomes a part of tender agreement signed by party and details / condition given in the tender notice are with out prejudice to any other conditions / clauses stipulated in the MTF/ Tender document.

In order to ensure that the damaged food grains disposed off through tender/ auction, is actually converted in to feed, the earnest money of successful tenders will be retained as security deposit for due performance of the contract. The Security Deposit shall remain with the Corporation for 1 year and 37 days.

The Security Deposit would be released only after verification by FCI that the damaged food grain have actually been converted into feed by the successful bidders subject to the other conditions of the tender.

The full cost of the damaged food grains has to be deposited with in seven days from the date of issue of acceptance letter by this office. The quantity allotted to them shall be lifted within 30 days from the date of issue of release order.

In respect of the matters concerned with this tender, decision of General Manager (Region) will be final and binding of all participating tenderers. All rights including addition and deletion of any figures/ quantity are reserved by FCI.

**All** details can also be downloaded from FCI website [www.fciweb.nic.in](http://www.fciweb.nic.in).

Yours faithfully,

Asstt. Genl. Manager (QC)  
For, General Manager (R)

CC:-

1. The GM (QC), FCI, Hqrs., New Delhi / Z.O. (N), Noida-with the information that the stipulated period of 21 days for tender opening has been reduced to 10 days in view of immediate disposal as per MOU.
2. Area Manager, FCI- Ajmer/ Alwar/ Bikaner/ Jaipur/ Jodhpur/ Kota/ Sriganganagar/ Udaipur - - - - along with centre wise details of Damaged Wheat being put to tender and with a request to offer necessary facilities to the registered parties for inspecting the stock. Discrepancies if any in the lot wise particulars may please be informed to this office for necessary correction. If no reply is received within Two days from the date of issue of this communication, it will be presumed that the quantity/ category approved centers wise by the competent authority do not require any change.
3. The Executive Director (N/ W /E/S), FCI, Noida/ Mumbai/ Calcutta/ Chennai/ Guwahati.
4. Dy. Genl. Manger (PO)/ FCI, Chennai/ Kandla/ Calcutta/ Vizag.
5. The General Manager, FCI, R.O Chandigarh (Pb)/ Panchkula (Hr)/ Lucknow (UP)/ Shimla (HP)/ Dehradun (Utranchal)/ Mumbai (Mah)/ Bhopal (MP)/ Kolkata (WB)/ Patna (Bihar)/ Bhubaneshwar (Orissa)/ Ranchi (Jharkhand)/ Trivendrum (Kerla)/ Chennai (TN)/ Hyderabad (AP)/ Shilong (Meghalaya)/Dimapur (Nagaland)/ New Delhi/ Guwahati (Assam)/ Jammu (J&K) / Raipur (Chattisgarh)/ Ahemdabad (Gujrat)/ Bangalore (Karnataka) --- for information and with a request to give vide publicity among the registered parties for the purchase of non- issuable stocks in your region & also State departments/ Agencies having Feed stock manufacturing plants and/ or poultry feed manufacturing plants.
6. Manager (QC), FCI, R.O. Jaipur, (MIR/ SIR)..... For information.

7. To the Director, Animal Husbandry, Rajasthan, Jaipur ..... with a request to give vide publicity among state departments & agencies having feed stock manufacturing plants and/ or poultry feed manufacturing plants.
8. The Secretary, Disaster Management & Relief Deptt., Govt. of Rajasthan, Secretariat, Jaipur.
9. The Managing Director(RCDF), Dairy Federation, Govt. of Rajastha, Jaipur.
- 10.The Registrar, Maharana Pratap University of Agri. & Technoloty, Udaipur.
- 11.The Registrar, Sawami Keshawanand Agriculture University, Bikaner.
12. The AGM (Computers), FCI, RO, Jaipur ----- is requested to display the tender in FCI website for vide publicity (website address ***www.fciweb.nic.in***).
- 13.The AGM (A/cs)/ (GAD), FCI, RO, Jaipur---- for information please.
- 14.PA to GM(R)/DGM(R), FCI, R.O.Jaipur.

For General Manager (R)

**THE “PROOF OF ELIGIBILITY” FOR THE GOVERNMENT DEPARTMENT/ AGENCIES, FOR PARTICIPATION IN TENDER FOR SALE OF DAMAGED FOODGRAINS TO BE SUBMITTED BY 3.00 PM ON 02.08.2013 THE “PROOF OF ELIGIBILITY” IS TO BE SUBMITTED SEPERATELY AND NOT TO BE ENCLOSED WITH THE ENVELOPE CONTAINING THE “PRICE BID” WHICH IS TO BE SUBMITTED SEPEARATELY WITH REQUISITE EMD, BY 2.00 PM ON 02.08.2013**

1. Certificate from District Veterinary Officer/ District Revenue Officer regarding Feed Manufacturer with Capacity.
2. S.S.I.Unit Certificate.
3. Dairy Development registration certificate.
4. Lay out Plan
5. Latest Income tax return filed.
6. Last electricity bill paid with receipt.
7. VAT number
8. Sale deed of land with non encumbrance certificate.
9. Signature and name of the head of the department/agency.
10. Address of the office and telephone number.

Asstt. General Manager (QC)  
For, General Manager (R)

## Annexure- 'A'

S. No.	Name of District/Depot	Commodity	Crop Year	No. of Bags	Qty. in MT	Category
<b>A</b>	<b>AJMER</b>					
1	FSD Ajmer	Wheat	2009-10	17	0.859	Feed-II
2	FSD Ajmer	Wheat	2010-11	54	2.594	Feed-III
3	FSD Ajmer	Wheat	2011-12	18	0.818	Feed-II
4	FSD Nagaur	Wheat	2011-12	35	1.655	Ind.Use
5	RSWC Sumerpur	Wheat	2008-09	7	0.345	Feed-II
6	FSD Pali	Wheat	2009-10	30	1.340	Feed-II
7	FSD Pali	Wheat	2012-13	33	1.448	Feed-II
8	FSD Pali	Wheat	2012-13	29	1.401	Feed-II
9	FSD Bhilwara	Wheat	2010-11	30	1.421	Feed-I
10	FSD Marwar Jn.	Wheat	2009-10	85	3.355	Feed-II
11	FSD Marwar Jn.	Wheat	2009-10	21	0.847	Feed-II
	<b>TOTAL</b>			<b>359</b>	<b>16.083</b>	
<b>B</b>	<b>Alwar</b>					
1	CWC Bharatpur	Wheat	2010-11	142	6.310	Ind.Use
2	RSWC Bharatpur	Wheat	2010-11	122	5.063	Ind.Use
	<b>TOTAL</b>			<b>264</b>	<b>11.373</b>	
<b>C</b>	<b>BIKANER</b>					
1	CAP Nokha -I	Wheat	2008-09	16	0.758	Feed-II
2	FSD Bikaner	Wheat	2008-09	19	0.842	Feed-II
3	FSD Bikaner	Wheat	2008-09	22	1.145	Feed-II
4	FSD Jhunjhunu	Wheat	2009-10	6	0.291	Feed-II
	<b>TOTAL</b>			<b>63</b>	<b>3.036</b>	
<b>D</b>	<b>JAIPUR</b>					
1	FSD Jaipur	Wheat	2009-10	52	1.556	Ind.Use
2	CAP Newai	Wheat	2009-10	127	5.387	Feed-II
3	CAP Newai	Wheat	2010-11	3	0.101	Feed-II
4	FSD Jaipur	Wheat	2010-11	116	4.928	Feed-II
5	FSD Jaipur	Wheat	2010-11	6	0.254	Feed-II
6	FSD Jaipur	Wheat	2010-11	39	1.563	Feed-III
7	FSD Jaipur	Wheat	2010-11	246	10.076	Feed-I
8	FSD Jaipur	Wheat	2011-12	23	0.866	Feed-III
	<b>TOTAL</b>			<b>612</b>	<b>24.731</b>	
<b>E</b>	<b>JODHPUR</b>					
1	ARDC Pipar City	Wheat	2008-09	132	6.470	Feed-II

2	FSD Jodhpur	Wheat	2008-09	15	0.745	Feed-III
3	FSD Jalore	Wheat	2011-12	12	0.487	Feed-III
4	FSD Jalore	Wheat	2010-11	265	11.314	Ind.Use
5	FSD Jalore	Wheat	2010-11	110	4.665	Feed-II
6	FSD Jalore	Wheat	2010-11	155	7.889	Feed-I
7	FSD Jodhpur	Wheat	2011-12	303	13.574	Feed-III
8	FSD Jodhpur	Wheat	2011-12	12	0.530	Feed-II
9	FSD Jodhpur	Wheat	2011-12	51	2.538	Feed-III
10	FSD Pokran	Wheat	2011-12	9	0.469	Feed-I
11	HG Sriyade (Jodhpur)	Wheat	2011-12	28	1.314	Feed-II
12	HG Sriyade (Jodhpur)	Wheat	2011-12	80	4.109	Feed-III
	<b>TOTAL</b>			<b>1172</b>	<b>54.104</b>	
F	<b>KOTA</b>					
1	FSD Bhawani Mandi	Wheat	2010-11	82	3.855	Feed-I
2	BC Sawaimadhapur	Wheat	2009-10	19	0.945	Ind.Use
3	BC Sawaimadhapur	Wheat	2010-11	164	8.118	Ind.Use
4	BC Sawaimadhapur	Wheat	2011-12	96	4.808	Ind.Use
5	FSD Kota	Wheat	2012-13	237	9.035	Ind.Use
6	FSD Baran	Wheat	2009-10	150	7.229	Feed-II
	<b>TOTAL</b>			<b>748</b>	<b>33.990</b>	
G	<b>UDAIPUR</b>					
1	FSD Udaipur	Wheat	2009-10	215	8.560	Feed-II
2	FSD Sirohi Rd.	Wheat	2009-10	8	0.375	Feed-II
3	FSD Sirohi Rd.	Wheat	2009-10	115	5.594	Feed-II
4	FSD Udaipur	Wheat	2009-10	360	17.345	Feed-II
5	FSD Udaipur	Wheat	2010-11	102	5.246	Feed-III
6	FSD Udaipur	Wheat	2010-11	112	4.695	Feed-III
	<b>TOTAL</b>			<b>912</b>	<b>41.815</b>	
	<b>G. TOTAL</b>			<b>4130</b>	<b>185.132</b>	



**FOOD CORPORATION OF INDIA  
REGIONAL OFFICE  
4- NEHRU PLACE, TONK ROAD,  
JAIPUR -302015**

*(ISO: 9001:2000 CERTIFIED)*

PHONE: +91-141-2742177

FAX: 0141-2742034

email ID: srmrj.fci@nic.in

No. QC.9(7) /DFG-Tender/ Raj/2012

Dated: 24.07.2013

Money Receipt No

Rs.570/- By Cash (Rs.670/- By Post)

Sr No. ....

Dated:..... /..... /2012

**Tender Notice No QC.9(7)/DFG-Tender/Raj. No. 03/2012 Dt. 24.07.2013**

FOR DISPOSAL OF DAMAGED FOODGRAINS FOR FEED GR.I/FEED GR.II/  
FEED GR.-III/ IND.USE/MANURE USE AND BELOW 'D' CATEGORY  
WHEAT/RICE LYING AT VARIOUS FCI GODOWNS.

OFFERS RECEIVED UPTO: **2.00 PM ON 02.08.2013**

DATE OF OPENING OF TENDER: **AT 3.00 pm on 02.08.2013**

OFFERS TO REMAIN OPEN FOR ACCEPTANCE UPTO **02.09.2013**

AND INCLUSIVE OF

N.B.

1. If the said date is declared to be holiday for the Food Corporation of India Offices, it shall be deemed to remain open for acceptance on the following working day.
2. The undersigned may at his discretion extend this date by a fortnight and such extension shall be binding on the tenderers (s).

From

The General Manager (Region)  
Food Corporation of India  
Regional Office, Jaipur.

To

M/s.....

.....

.....

Gentlemen/Sirs

On behalf of Food Corporation of India, General Manager, FCI (Rajasthan Region), Jaipur invites sealed tenders for the disposal of damaged foodgrains declared fit for Feed Gr.I/Feed Gr.II/Feed Gr.III/Industrial/Manure use and below 'D' category wheat/Rice as detailed in Appendix 'C' attached, lying at FCI



Depots in Rajasthan Region on 'AS IS WHERE IS BASIS.'

1. THE TERMS AND CONDITIONS:

The terms and conditions governing the sale are given in Appendix 'A' attached herewith. Each tenderer may quote for one or more lots as given in App. 'C'. In case, any condition is attached, the rates quoted will be summarily rejected. The instructions to be followed for submitting the tender are set out below.

2. EARNEST MONEY AND BANK DEPOSIT:

Earnest Money must accompany each tender as stipulated in Clause (E) I, which will be adjusted against **Security Deposit**, as per tender terms and conditions. (**Security Deposit = 10% value** of goods for which offer has been made calculated at the rates offered).

3-SAMPLE OF STOCKS:

The stocks may be inspected by the intending tenderers on the authority of this letter at the godown on any working day, where from the delivery of the stocks shall be given.

4-SIGNING OF TENDER:

Person signing the tender should state in what capacity he/she is signing the tender i.e. Sole Proprietor 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. Notary attested partnership deed be enclosed with the tender.

The person signing the tender form or any other documents forming part of the tender on behalf of another shall produce a proper power of Attorney duly executed in his favour stating that he has authority to bind such other persons in all matters pertaining to the contract. If the person signing subsequently fails to produce the said power of attorney within a 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 the costs and damages. The power of Attorney should be signed by all partners in case of partnership concern and in the case of limited companies it should be under the common seal of the company. A copy of memorandum and articles of association should be attached with the tender.

5-SUBMISSION OF TENDERS:

The parties will submit Tender in sealed envelope. The tender should be submitted in the prescribed form Appendix -'B', 'C' and 'D' attached herewith alongwith Appendix 'A' duly signed and cash receipt issued by this office towards the cost of tender form. The number of tender and the last date of submission should be shown on the envelope and it should be addressed to 'THE GENERAL MANAGER(R), FOOD CORPORATION OF INDIA, RO, JAIPUR' Tender will be received upto 2.00 PM on the specified date. Tenderers wishing to deposit their quotations by hand should deposit them in the Tender BOX provided at GENERAL MANAGER' OFFICE for the purpose not later than 2.00PM on the specified date.

Tender and/or amendments submitted after opening the tenders on the schedule date and time will not be considered. A certificate to the effect that your firm is licensed and is in running condition as a manufacturer/dealer/direct consumer of Feed-I(Animal Feed), Feed-II(Cattle Feed) and Feed-III(Poultry Feed)/ Industrial Use/Manure Use stocks from an appropriate authority should accompany the tender. Separate rates should be indicated, when there are two or more items in a tender. The competent authority has the option to accept or reject a tender for any one or more items.

#### 6-PAYMENT OF THE COST AND TAKING DELIVERY:

The successful tenderer after acceptance of his/her tender will be required to deposit cost of damaged foodgrains and all applicable taxes with Area Manager concerned within the stipulated date indicated in the acceptance letter and to remove the stocks within the specified date of the issue of release order or such period as may be decided by the General Manager (Region).

#### 7-ACCEPTANCE OF TENDER:

The Food Corporation of India reserve the right to accept or reject without assigning any reasons, any tender and when there are two or more items in a tender to accept or reject tender for any one or more items. Tenders be accompanied by all annexure intact and **duly singed on all pages and complete in all respect.**

Yours faithfully,

Asstt.Genl. Manager (QC)  
For and on Behalf of Food Corporation of India  
Regional Office Jaipur, Rajasthan.

*Appendix-A*

## TERM AND CONDITIONS FOR THE SALE OF DAMAGED FOODGRAINS AND BELOW 'D' CATEGORY WHEAT BY TENDER

A) I) The stocks can be inspected by prospective tenderer at the godown from where the delivery of the consignment will be given.

II) The Firm/Buyer registered with FCI shall produce authenticated documentary evidence with regard to the existence of the manufacturing unit such as Industrial license, Registration Certificate etc while participating in tenders.

III) The Food Corporation of India do not have any responsibility for obtaining permits from the state Govt. in favour of the buyer nor do they accept any liability for dispatching the stocks by rail in the absence of any permit.

IV) It will be the responsibility of the buyer to obtain necessary Import/Export permits from the concerned authorities in case the stocks are to be moved to places outside the Zone, there they are held. Such permits shall have to be produced at the time of taking delivery.

B) The Food Corporation of India do not guarantee to make any definite quantity or quality of damaged foodgrains and below 'D' category wheat available to the buyer.

C) The buyer is at liberty to quote for any quantity required. A Valid registration certificate from FCI, valid certificate from District Revenue Divisional Officer or District Veterinary officer stating that he is a genuine dealer/manufacturer/consumer. In case the party is a manufacturer of the plant and the type of products manufactured etc from the concerned district authority and sale of products for which damaged food grains is a raw material, proprietorship affidavit/special power of attorney in case of partnership with the partnership deed copy of resolution in case of limited concern.

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 one month from the date of opening tenders. If the said date is declared to be a closed holiday for Food Corporation of India, offices, the tender shall be deemed to remain open for acceptance on the following working day. The General Manager, Punjab Region, Food Corporation of India Chandigarh will have the discretion to extend this date by another fifteen days.

E)

i) The tenderer shall pay to the Food Corporation of India, by way of Earnest money for the due performance of stipulations to keep the offer open, ten percent of value of goods for which the offer has been made, calculated at the rate offered. The earnest money shall be paid in the form of Bank Draft on any scheduled Bank in favour of The General Manager(Region),Food Corporation of India, Jaipur. Tenders not

accompanied by the required amount of earnest money are liable to be rejected summarily.

The Earnest money paid will be liable for forfeiture if the tenderer after submitting his tender, does not keep his offer open or modifies the terms and conditions thereof in a manner not acceptable to the Food Corporation of India, it being understood that tender documents have sold/issued to him and he is being permitted to tender in consideration of his agreement of this stipulation. Subject as aforesaid the Earnest money of all unsuccessful Tenderer will be refunded but the Food Corporation of India shall not be liable to pay any interest thereon.

**ii) The earnest money of successful tenders will be retained as security deposit for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the Corporation, in case the tenderers/tender either resiles/resile from his/her/their offer or violates/violate the terms of the contract. the security deposit will be refunded on the completion of the contract but the Corporation shall not be liable to pay any interest thereon.**

iii) a) If the tenderer fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for Corporation to adjust either in whole or in its absolute discretion the security deposit furnished by the tenderer or any part thereof, towards the satisfaction of any sum due to the claim from the tenderer for any damage, losses, charges, expenses or costs that may be suffered or incurred by the corporation. The decision of the corporation, in this respect shall be final and binding on the tenderer.

b) In the event of Earnest money deposit/security deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable as the case may be shall be deducted from the sum then due on which at any time thereafter may become due to the tenderer 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.

**c) Same as aforesaid, if the tenderer duly performs and completes the contract in all respect and presents an absolute “No Demand Certificate” in the prescribed form, the Corporation shall refund the security deposit without interest to the tenderer after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the tenderer.**

d) Price of damaged foodgrains and below 'D' category wheat will be payable on the net weight and will include the cost of the gunny. All taxes applicable and other charges of any nature whatsoever leviable by any authority shall be payable by a buyer in addition to the price offered.

**e.) The total price calculated on the declared quantity in each lot on the basis of accepted rates shall be paid together with sales tax, if any, within the stipulated date in the communication of acceptance of tender issued (either by letter/telex /followed**

**by a Regd. Letter) by the General Manager(Region), Food Corporation of India, Regional office :Jaipur, the amount will be paid by the buyer in form of Bank Draft obtained in favour of the respective Area Manager, Food Corporation of India within the stipulated date when necessary delivery order will be issued by Area Manager or an officer acting on his behalf.**

**e. II). In the event of failure to complete the payment within the specified time, and to present the Bank Draft within the aforesaid period, the Food Corporation of India shall have the option to adjust all losses incurred by the Corporation from the earnest money converted into security deposit in full and resell the stocks and would also recover from the firm the loss suffered by the Corporation as a result of the resale of the stocks at the risk and cost of the original buyer.**

Any saving or profit on resale as aforesaid shall be exclusively to the account of the Food Corporation of India. It is further clarified that if the tenderer modified or withdraws his tender before our acceptance, his Earnest money deposit is liable to be forfeited.

e. III) At the time of giving delivery if there is shortfall in the declared quantity proportionate refund to the buyer will be allowed on presentation of a duly supported bill, in the prescribed form. If on the other hand there is found to be an excess, proportionate additional payment shall be made by the buyer in the same manner as referred to above, within seven days from the date of intimation to that effect by the Area Manager, FCI, or any officer acting on his behalf.

F) The damaged foodgrains and below 'D' category wheat are sold in the same condition as they lie on "AS IS WHERE IS BASIS". They shall be removed by the buyer within a 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 of India, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged foodgrains and below 'D' category wheat may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description. The buyer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged stocks and below 'D' category wheat prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation account thereof.

The buyers of this contract are neither entitled to claim nor recover from the other any compensation by way of damage or other-wise, if the Non-Issuable stocks and below 'D' category wheat sold are not available by reasons of not being at the specified place. The Food Corporation of India reserve 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 reasons.

G) 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. The bags shall be placed at Food Corporation of India cost by godown Labour on buyer's truck at the godown gate, wagons at godown siding but the buyer will be responsible for subsequent handling including stacking of bags in the trucks/wagons.

H) Should the original buyer wish to take delivery of the damaged stocks and below 'D' category wheat purchased through a representative, he must authorize the later 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 cases 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 what-so-ever if delivery is affected to wrong persons.

I) The stocks shall be weighed under Food Corporation of India arrangements and delivery will be by nett weight. The weighment sheets shall be prepared in triplicate and be signed by the buyer or his representative and an officer of the Food Corporation of India. The weighment will be on the basis of 10% of the standardized bags and 100% weighment of non-standardized bags. If however, the buyer demands 100% weighment of the standardized bags, the cost of weighment is borne by the buyer in addition to the price paid for the damaged grains and below 'D' category wheat.

J) The stocks sold to a buyer shall from the date of acceptance of this tender be at his risk and Food Corporation of India shall not be responsible for the safe custody or preservation thereof.

K) The goods sold will be removed by the buyer from the site of accumulation within the free period of 30 (thirty) days from the date of issue of release order letter, if the stocks sold are not removed within the time specified or delivery is not taken at the time of date given in the release order, Food Corporation of India may re-sale the stocks at the buyer's risk and cost. If the Food Corporation of India is unable to re-sale the goods within 3 months from the date of expiry given in the release order, the decision of the Food Corporation of India may at its absolute discretion dump or may destroy the same without prejudice to its other remedies against buyer. The buyer shall also be liable to pay storage charges at the rate of 25 paise per bag or part of per bag day subject to a minimum of Rupee One (Rs.1/-) per bag or part thereof. These charges will be recovered in respect of the entire quantities of the un-lifted stocks at the end of free period before the delivery of such stocks is actually affected or till the date of release (inclusive). Delivery would be given only during the working hours on all working days on presentation by the buyer to the stocks holder of the copy of Release/delivery order issued by the Area Manager, Food Corporation of India or an officer authorized by him. Without prejudice of the right to resale, the Food Corporation of India, may at their option permit the buyer to remove on

payment in advance of aforesaid charges on account of storage space from the date following the last date of the free period delivery given in the release order, the said consignment or any part thereof remaining un cleared within the extended period.

The Food Corporation of India reserve 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.

L. i) An express condition of sale is that the stocks of damaged foodgrains shall be used only for the purpose as indicated in the tender viz:

- a) Below 'D' category wheat shall be used for the purpose of Animal Feed only.
- b) Fit for Animal Feed - Feed Gr.1
- c) Fit for Cattle Feed- Feed Gr.11
- d) Fit for Poultry Feed - Fed Gr.III
- e) Fit for Industrial Use as well as for use as Manure.
- f) Fit for use as Manure only.
- g) Fit for manufacture of inedible starch only.

It is absolutely necessary that the buyer of any particular category of stocks shall use the same only for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks.

The Food Corporation of India will take a serious view of any breach of these conditions of sale. It will also not be open to buyer to question the categorization of the stocks as shown in the tender.

ii) The buyer shall tender full account of the damaged stocks and below 'D' category wheat purchased to The Area Manager Food Corporation of India as well as the collector of the District if so required. In order to ensure proper performance of the contract, in this regard, the Food Corporation of India reserve the right to inspect the premises of factory of the buyer and where the food grains are stacked or processed without any notice to the buyer and the buyer shall be bound to provide necessary facilities for such inspection to the officials of the State Government or Food Corporation of India.

iii) Damaged foodgrains sold for manufacture of inedible starch shall necessarily be utilized for that purpose only in the buyer's own factory and in no case shall be sold, transferred or used for any other purpose, whatsoever. The buyer shall give full information about the movement of such grains from the FCI to the place of utilization/manufacture/ processing etc. to the Area Manager, Food Corporation of India/Regional Head/ZM, FCI as well as the collector of the District for exercising proper Vigilance over their movements and proper utilization thereof. Account of sale of finished products from such stocks shall also be rendered to the Area Manager, Food Corporation of India.

iv) The stocks of categories mentioned in (a), (b), (c) and (d) of sub-clause (L) thereof when sold to a direct consumer or to a manufacturer shall be processed only in the buyer's premises/factory/plant/machine.

**M. Failure on the part of the buyer to render full and satisfactory accounts of utilization of the damaged stocks and below „D“ category wheat will constitute a breach of the contract and in such an event the security deposit furnished by the buyer shall be forfeited without prejudice to the Right of Corporation to initiate legal proceedings, both Civil & Criminal, against the buyer.**

N. The buyer shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of the Food Corporation of India.

O. The person signing the tender form or any other documents forming part of the tender on behalf of another, shall produce a proper power of Attorney duly executed in his favour stating that he has authority to bind such other person in all matters pertaining to the contract.

P. The tenderer should give an undertaking in the form enclosed Appendix-B for the proper utilization of the damaged foodgrains, as purchased by him. .

Q. Delivery period: - The storage charge will be levied with reference to the date of release order and that for the belated payment with reference to the date of acceptance of letter.

R. All disputes arising out from this contract shall be subject to jurisdiction of Chandigarh Courts only.

Asstt. Genl. Manager (QC)  
For and behalf on Food Corporation of India  
Regional Office, Jaipur, Rajasthan.



**APPENDIX-"B"****Tender Notice No QC.9(7)/DFG-Tender/Raj. No. 03/2012 Dt. 24.07.2013**

FROM

M/S.

To

The General Manager,  
Food Corporation of India  
Rajasthan Region, Jaipur.

Dear Sir,

1. I/We hereby offer to purchase from the Food Corporation of India the damaged foodgrains unfit for human consumption as per details in appendix 'C' or such portion thereof as you may specify in the acceptance of tender at the price quoted in Appendix 'C' and agree to hold this offer open upto and inclusive of .....  
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 condition of the tender at Appendix 'A', issued by Food Corporation of India in connection with this notice. I/We shall be bound by the terms of both these documents.

3. I / We enclosed herewith a demand Draft .....Bank of  
.....  
.....Rs.....Rupees  
.....

.....in favour of General Manager(Region), Food Corporation of India (Region) as Earnest Money to be adjusted against Security Deposit on acceptance of my / our offer. I / we agree to deposit the balance cost & all taxes applicable to the tender. The Security Deposit shall remain with the Corporation for 1 year and 37 days.

4. My/Our particulars are as follow:

- 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.

- a) Name of Seal under which it is registered.
- b) Place and date of Registration:
- c) Name and Address of all partners and the extent of their shares.
- iv) In case of Co-operative Society:
  - a) No. & date of Registration Certificate:
  - b) Attach a copy of resolution of the Society authorizing this transaction:
  - c) Telegraphic Address:  
Business Telephone (if any).

5. I/We hereby offer to purchase from the Food Corporation of India and to take delivery of damaged foodgrains as per terms and conditions laid down in the instructions to the tenderers and issued in Appendix 'A' the quantities of damaged foodgrains at the price shown against lot as given and subject to the condition governing such purchase as stipulated by the General Manager/Area 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 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 Sales Tax Act.

7. I/We agree to hold the offer open upto the 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 if 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 General 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 am/we are prepared to offer facilities for the inspection of the factory to the General Manager/Area Manager, Food Corporation of India or an officer deputed by him/office of Food Department, Government of India/Officer of the State Government. I will provide complete utilization details to Area Manager concerned.

11. List of Documents enclosed.

12. I/We hereby give an undertaking that the stocks will be strictly used for the manufacture of Feed-I(Animal Feed), Feed-II(Cattle Feed), Feed-III(Poultry Feed)/Industrial Use (Starch)/Manure for which this foodgrains is being purchased and we undertake that in case the stocks are used for other than the intended purpose or if I/We fail to render full and satisfactory accounts of utilization of the damaged stocks and below 'D' category wheat, in such an event, the Security Deposit furnished by me/us shall be forfeited by FCI.

13. I/We hereby declare that we will abide by the terms and conditions governing the sale of this damaged foodgrains as laid down by the Food Corporation of India.

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

.....

Yours faithfully,

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

Signature of constituted  
Attorney.

Appendix- C

S. No.	Name of District/Depot	Commodity	Crop Year	No. of Bags	Qty. in MT	Category	Rate offered per Qtl.	Sign. of tenderer
<b>A AJMER</b>								
1	FSD Ajmer	Wheat	2009-10	17	0.859	Feed-II		
2	FSD Ajmer	Wheat	2010-11	54	2.594	Feed-III		
3	FSD Ajmer	Wheat	2011-12	18	0.818	Feed-II		
4	FSD Nagaur	Wheat	2011-12	35	1.655	Ind.Use		
5	RSWC Sumerpur	Wheat	2008-09	7	0.345	Feed-II		
6	FSD Pali	Wheat	2009-10	30	1.340	Feed-II		
7	FSD Pali	Wheat	2012-13	33	1.448	Feed-II		
8	FSD Pali	Wheat	2012-13	29	1.401	Feed-II		
9	FSD Bhilwara	Wheat	2010-11	30	1.421	Feed-I		
10	FSD Marwar Jn.	Wheat	2009-10	85	3.355	Feed-II		
11	FSD Marwar Jn.	Wheat	2009-10	21	0.847	Feed-II		
	<b>TOTAL</b>			<b>359</b>	<b>16.083</b>			
<b>B Alwar</b>								
1	CWC Bharatpur	Wheat	2010-11	142	6.310	Ind.Use		
2	RSWC Bharatpur	Wheat	2010-11	122	5.063	Ind.Use		
	<b>TOTAL</b>			<b>264</b>	<b>11.373</b>			
<b>C BIKANER</b>								
1	CAP Nokha -I	Wheat	2008-09	16	0.758	Feed-II		
2	FSD Bikaner	Wheat	2008-09	19	0.842	Feed-II		
3	FSD Bikaner	Wheat	2008-09	22	1.145	Feed-II		
4	FSD Jhunjhunu	Wheat	2009-10	6	0.291	Feed-II		
	<b>TOTAL</b>			<b>63</b>	<b>3.036</b>			
<b>D JAIPUR</b>								
1	FSD Jaipur	Wheat	2009-10	52	1.556	Ind.Use		
2	CAP Newai	Wheat	2009-10	127	5.387	Feed-II		
3	CAP Newai	Wheat	2010-11	3	0.101	Feed-II		
4	FSD Jaipur	Wheat	2010-11	116	4.928	Feed-II		
5	FSD Jaipur	Wheat	2010-11	6	0.254	Feed-II		
6	FSD Jaipur	Wheat	2010-11	39	1.563	Feed-III		
7	FSD Jaipur	Wheat	2010-11	246	10.076	Feed-I		
8	FSD Jaipur	Wheat	2011-12	23	0.866	Feed-III		
	<b>TOTAL</b>			<b>612</b>	<b>24.731</b>			

E	<b>JODHPUR</b>							
1	ARDC Pipar City	Wheat	2008-09	132	6.470	Feed-II		
2	FSD Jodhpur	Wheat	2008-09	15	0.745	Feed-III		
3	FSD Jalore	Wheat	2011-12	12	0.487	Feed-III		
4	FSD Jalore	Wheat	2010-11	265	11.314	Ind.Use		
5	FSD Jalore	Wheat	2010-11	110	4.665	Feed-II		
6	FSD Jalore	Wheat	2010-11	155	7.889	Feed-I		
7	FSD Jodhpur	Wheat	2011-12	303	13.574	Feed-III		
8	FSD Jodhpur	Wheat	2011-12	12	0.530	Feed-II		
9	FSD Jodhpur	Wheat	2011-12	51	2.538	Feed-III		
10	FSD Pokran	Wheat	2011-12	9	0.469	Feed-I		
11	HG Sriyade (Jodhpur)	Wheat	2011-12	28	1.314	Feed-II		
12	HG Sriyade (Jodhpur)	Wheat	2011-12	80	4.109	Feed-III		
	<b>TOTAL</b>			<b>1172</b>	<b>54.104</b>			
F	<b>KOTA</b>							
1	FSD Bhawani Mandi	Wheat	2010-11	82	3.855	Feed-I		
2	BC Sawaimadhapur	Wheat	2009-10	19	0.945	Ind.Use		
3	BC Sawaimadhapur	Wheat	2010-11	164	8.118	Ind.Use		
4	BC Sawaimadhapur	Wheat	2011-12	96	4.808	Ind.Use		
5	FSD Kota	Wheat	2012-13	237	9.035	Ind.Use		
6	FSD Baran	Wheat	2009-10	150	7.229	Feed-II		
	<b>TOTAL</b>			<b>748</b>	<b>33.990</b>			
G	<b>UDAIPUR</b>							
1	FSD Udaipur	Wheat	2009-10	215	8.560	Feed-II		
2	FSD Sirohi Rd.	Wheat	2009-10	8	0.375	Feed-II		
3	FSD Sirohi Rd.	Wheat	2009-10	115	5.594	Feed-II		
4	FSD Udaipur	Wheat	2009-10	360	17.345	Feed-II		
5	FSD Udaipur	Wheat	2010-11	102	5.246	Feed-III		
6	FSD Udaipur	Wheat	2010-11	112	4.695	Feed-III		
	<b>TOTAL</b>			<b>912</b>	<b>41.815</b>			
	<b>G. TOTAL</b>			<b>4130</b>	<b>185.132</b>			



