

**THE FOOD CORPORATION OF INDIA
REGIONAL OFFICE HARYANA
BAY NO. 29-32 SECTOR 4 PANCHKULA**

NOTICE FOR INVITING FINANCIAL BIDS FROM THE EMPANELLED BULK CONSUMERS IN HARYANA STATE UNDER OMSS(D) FOR SALE OF 32220.28 MT WHEAT BY FCI

Sealed financial bids are invited by the undersigned on behalf of FCI, for disposal of 32220.28 MT wheat of crop year 2009-10, 2010-11 and 2011-12 lying at various depots/agency godowns in FCI districts of Haryana on "AS IS WHERE IS BASIS" from empanelled bulk consumers/buyers only. For such list of empanelled parties, detailed NIT, downloading of tender form, terms and conditions for financial bids etc., consult **FCI Website: www.fciweb.nic.in at link Zone/Region----->Northzone->Haryana->Tender-->** and **www.tenders.gov.in**. The financial bids will be received up to 2.00 PM on the dates as mentioned hereunder and will be opened at 3.00 PM on the same dates.

Uploading of Model Tender Form/Centre-wise quantity in FCI website	Quantity of Wheat allocated for the Tender Enquiry (MT)	Sale of Tender Form	Acceptance/ Opening of Financial Bid
01.02.2012	8055.07	01.02.2012 to 03.02.2012 and up to 01.00 PM on 04.02.2012	04.02.2012 at 3:00 PM
08.02.2012	8055.07 MTs + balance qty of T.E.04.02.2012	08.02.2012 to 10.02.2012 and up to 01.00 PM on 13.02.2012	13.02.2012 at 3:00 PM
15.02.2012	8055.07 MTs + balance qty of T.E.13.02.2012	15.02.2012 to 17.02.2012 and up to 01.00 PM on 18.02.2012	18.02.2012 at 3:00 PM
22.02.2012	8055.07 MTs + balance qty of T.E.18.02.2012	22.02.2012 to 24.02.2012 and up to 01.00 PM on 25.02.2012	25.02.2012 at 3:00 PM

Note:- The empanelment is an ongoing process. Any bulk buyer interested for empanelment may submit its application along with requisite documents to Regional office on all working days. However, for these Tender Enquiries only parties which have been empanelled on or before 31.01.2012, 07.02.2012, 14.02.2012 & 21.02.2012 will be eligible for participating in these Tender Enquiries.

General Manager (Region)

THE FOOD CORPORATION OF INDIA
REGIONAL OFFICE HARYANA
BAY NO. 29-32, SECTOR 4 PANCHKULA
NOTICE FOR INVITING FINANCIAL BIDS FROM THE EMPANELLED BULK
CONSUMERS IN HARYANA STATE UNDER OMSS(D) 2011-12 FOR SALE
OF 32220.28 MT WHEAT BY FCI

1. On behalf of the Food Corporation of India, General Manager, Food Corporation of India, Haryana Region, Panchkula invites sealed financial Bids for disposal of wheat lying at F.C.I. Depots/Agency godowns in F.C.I. districts Kurukshetra/Faridabad/Hisar/Karnal/Rohtak on “ AS IS WHERE IS “ basis from empanelled Bulk Buyers/Consumers who have been empanelled on or before 31.01.12.
2. The non-transferable tender forms may be obtained from the office of the General Manager (Region), F.C.I. Regional office, Haryana, Panchkula on payment of Rs. 500/- plus VAT Rs.63/- Total Rs. 563/- from 01.02.12 to 04.02.12 on all working days from 10.00 A.M. to 1.00 P.M. Tender forms can also be downloaded from F.C.I. website: www.fciweb.nic.in at link Zone/Region----->Northzone->Haryana->Tender--> and www.tenders.gov.in in which case, the cost of tender form (Rs. 500/-plus VAT Rs.63/- Total Rs. 563/- shall be enclosed along with the financial bid by way of DD Payable at Panchkula.
3. The tenders/financial bid will be opened on 04.02.12 at 3.00 P.M. in the presence of the tenderers who may wish to be present at the time of opening of tenders.
4. The minimum quantity of wheat for which a bid can be submitted would be 100 (one hundred) tonnes and the maximum quantity which a tenderer can bid for in a single tender would be 1000 (one thousand) tonnes. The tenderer should submit Depot wise bid specifically and the term “any depot “will not be entertained.
5. The F.C.I. reserves the right to accept or reject any or all the offers and/or withdraw any quantity from sale without assigning any reason whatsoever.
6. All other terms and conditions for sale will be as mentioned in the tender form.
7. **Being new tender form, Bulk buyers are requested to go through new revised MTF before submitting financial bid. Further, empanelment of Bulk Consumer is ongoing process and interested buyer can submit application to this office on any working day.**

GENERAL MANAGER

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE HARYANA, BAY NO. 29-32
SECTOR-4, PANCHKULA**

**LIST OF THE EMPANELLED PARTIES AS ON 31.01.12 FOR THE TENDER
ENQUIRY TO BE HELD ON 04.02.12 FOR SALE OF WHEAT TO BULK
CONSUMERS UNDER OMSS (D).**

Sr. No.	Name and address of the party	Sr. No.	Name and address of the party
1	M/S Haryana Rasayan Udyog Pvt. Ltd., Vill. Raisika, P.O. – Sohna, Distt - Mewat (Haryana)	2	M/S A.K. Roller Flour Mills, Ladwa Road, Wazidpur, Pipli (Kurukshetra)
3	M/S Bambino Agro Industries Ltd., Vill- Begampur Khatola, NH-8, Delhi Jaipur Highway, P.O. Box. 58, Gurgaon Haryana	4	M/S Shree Jee Jee Agro Foods, Kambohpora Road, Vill-Uncha Samana, Karnal
5	M/S Ambala Foods Pvt. Ltd., 4208-4209, Dal Mandi, Ambala Cantt.	6	M/S Gee Gee Roller flour Mills Pvt Ltd, V.& P.O. – Dhurkara, Hisar Road, Ambala City (Haryana)
7	M/S H.M Agro Foods, Roller Flour Mills, V & P.O. Dhurkara, Hisar Road, Ambala City-134003 (Haryana)	8	M/S Bajrang Dall Mills, Rangri Road, Sirsa-125055 (Haryana)
9	M/S Hissar Roller Flour Mills Pvt. Ltd, P.B.No.27, Model Town Hisar-125005 (Haryana)	10	M/S C.T Roller Flour Mill, Vill. Baroda Distt Jind, Haryana
11	M/S Goyal Flour Mills, 2 Mile Stone, Dangra Road, Tohana	12	M/S Amar Roller Flour Mills, Plot No.386, Industrial Area, Phase- I, Panchkula
13	M/S Haryana Roller Flour Mills (P) Ltd, Old Hansi Road, Jind	14	M/S Shiv Bholey Roller Flour Mills (P) Ltd., 5th KM Stone, Dabra Road, Hisar
15	M/S Bhole Shankar Roller Flour Mills (P) Ltd., Plot No. 20, Industrial Area, Phase- II, Panchkula	16	M/S Kay Bee Safal (India) Ltd., 7th KM Stone, Bagla Road, Hisar
17	M/S Arihant Roller Flour Mill, Opp.- Geeta House School, UCHANA MANDI, Distt.- Jind	18	M/S Indo Agro Foods (Roller Flour Mills), V & P.O. Jalbera, Ambala City
19	M/S Prince Food-Tech Pvt. Ltd., 3, Industrial Area, Phase-II, Panchkula	20	M/S Shagun Roller Flour Mills, Courier Address- 1655, U.E.- II, Hisar
21	M/S Rattan Roller Flour Mills Ltd., Plot No. 100, Industrial Area, Phase-I, Panchkula	22	M/S Kesri Roller Flour Mills, Jind Road, Kaithal
23	M/S Gaytari Flour and Feed Mill, 11 KM Stone, Meham Road, Chang, Bhiwani	24	M/S Muni Roller Flour Mills PVT. LTD., Regd. Off. 23-A, New Grain Market, Kaithal
25	M/S Shri Vishnu Overseas Pvt. Ltd., Jind Road, Kaithal	26	M/S Shorewala Roller Flour Mills Pvt. Ltd., Regd. Off. Shorewala Steel Industries, Hissar Road, Kaithal
27	M/S Pahalwan Flour Mill, Behind Power House, Jhajjar Road, Bahadurgarh	28	M/S Bhagwati Food Products, Jamalgarh Road, Punhana, Distt.- Mewat
29	M/S Amba Foods, Vill.- Daha, G.T. Road, Karnal	30	M/S Jai Gurudev Rice and General Mills, Nuh Road, Vill.- Sondh (Hodel), Haryana

Sr. No.	Name and address of the party	Sr. No.	Name and address of the party
31	M/S Arti Food and Fats Pvt. Ltd., Roller Flour Mills, Rohtak Road, Post Box No. 25, Bahadurgarh (Rohtak)	32	M/S Dinesh Kumar Flour Mills, Vill.- Fazalwas, Pachgaon, Gurgaon
33	M/S Jyotilaxman Roller Flour Mills (P) Ltd., Bhiwani Road, Rohtak- 124001	34	M/S Taneja Flour Mills, Babail Road, Ugrakheri, Panipat-132103

**MODEL TENDER FORM FOR SALE OF WHEAT TO BULK CONSUMERS
UNDER OMSS (D)**

FOOD CORPORATION OF INDIA
REGIONAL OFFICE
HARYANA, BAYS NO. 29-32
SECTOR-4, PANCHKULA

TENDER NO. D.1 (1) OMSS (D)/Wheat/Bulk/Feb-I/11-12

Dated: 04.02.12

ORIGINAL
DUPLICATE

Cost: Rs.500/-.

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 WHEAT LYING IN FCI/ AGENCY GODOWNS IN HARYANA REGION (2009-10,
2010-11 AND 2011-12 CROP).

TENDER SCHEDULE

- (A) LAST DATE FOR SALE OF TENDER FORMS UPTO 13:00 HRS ON 04.02.12
ON ALL WORKING DAYS.
- (B) DATE OF RECEIPT OF TENDERS UPTO 14:00 HRS ON 04.02.12.
- (C) DATE OF OPENING OF FINANCIAL BIDS AT 15:00 HRS ON 04.02.12 AT FCI
REGIONAL OFFICE HARYANA, PANCHKULA.
- (D) DATE FOR KEEPING THE OFFER OPEN FOR ACCEPTANCE UPTO
04.03.12.

NOTE:

All the tenders shall remain open for acceptance upto 04.03.12. The General Manager, FCI, Haryana, Panchkula 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:

KHADYANIGAM

PHONE: 0172-2560938, 2561217, 2561162 (EPBX)

FAX NO: 0172-2566496

(SIGNATURE OF TENDERER)

FROM:

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

TO:

_____.

Gentlemen / Sir,

On behalf of the Food Corporation of India, General Manager FCI, Haryana, Panchkula invites sealed tenders for disposal of Wheat (2009-10, 2010-11 & 2011-12 Crop) lying at FCI Depot/ Agency Godown in FCI Faridabad/ Hisar/ Karnal/ Kurukshetra/ Rohtak 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 Haryana, Panchkula 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, 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 Panchkula.

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 this tender 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) signing the tender form or any other documents forming 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, Haryana, Panchkula, superscribing on the envelope, the tender number and the last date of submission. Tenders will be received upto 14:00 hrs. On 04.02.12. Tenderers wishing to deposit their quotations by hand should also deposit them in the Tender Box, provided for the purpose, not later than 14:00 hrs. On 04.02.12. Tender submitted after 14:00 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.1170/- (Rupees One Thousand One Hundred Seventy 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: HARYANA

TENDER NO. D.1 (1) OMSS (D)/Wheat/Bulk/Feb-I/11-12

Dated: 04.02.12

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, 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 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: HARYANA

TENDER NO. D.1 (1) OMSS (D)/Wheat/Bulk/Feb-I/11-12

Dated: 04.02.12

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 Haryana, Panchkula 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 Panchkula. 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 Haryana, Panchkula.

(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. 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 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, Haryana, Panchkula. 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, Haryana, Panchkula 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.

(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 Panchkula (State) shall have exclusive jurisdiction to adjudicate the disputes arising out of the contract.

(SIGNATURE OF TENDERER)

TENDER NO. D.1 (1) OMSS (D)/Wheat/Bulk/Feb-I/11-12

Dated: 04.02.12

FROM

To

The General Manager/ Area Manager,
Food Corporation of India,
Haryana Panchkula.

Dear Sir,

1. I/ We hereby offer to purchase from the Food Corporation of India the foodgrains / 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 04.03.12.

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 04.03.12 and inclusive of 04.03.12 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 04.02.12.
- (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. D.1 (1) OMSS (D)/Wheat/Bulk/Feb-I/11-12

Dated: 04.02.12

S. No	Name of FCI Distt.	Name of the Depot.	Crop Year	Commodity/ Variety/ Group	Number of bags (Approx)	Weight in MT (Nett).	Rate per Qtl. (To be quoted by the Tenderer)		
							Qty (MT) offered for purchase	Rs. per qtl. (in Fig.)	Rs. per qtl. (In words)
1	Faridabad	CONFED CAP Stocks, Hodel	2010-11	Wheat	10000	500			
2	Karnal	HAFED CAP Stocks Gharaunda	2009-10	Wheat	10000	500			
3		HAFED CAP Stocks Radaur	2009-10	Wheat	12000	600			
4		HAFED CAP Stocks, Sadhaura	2009-10	Wheat	12000	600			
5		HAIC CAP Stocks, Indri	2009-10	Wheat	13102	655.07			
6		Hafed CAP Stocks, Ambala City	2011-12	Wheat	11000	550			
7	Kurukshetra	CONFED CAP Stocks Kalayat	2009-10	Wheat	12000	600			
8		CONFED CAP Stocks Cheeka	2009-10	Wheat	12000	600			
9	Rohtak	SWC Stocks, Lakhanmajra	2010-11	Wheat	12000	600			
10		DFSC CAP Stocks, Gohana	2010-11	Wheat	12000	600			
11		HAFED CAP Stocks, Uchana	2010-11	Wheat	13000	650			
12	Hissar	HAFED CAP Stocks, Saktakhera	2009-10	Wheat	12000	600			
13		HAFED CAP Stocks, Nagpur	2010-11	Wheat	10000	500			
14		HAFED CAP Stocks, Tohana	2010-11	Wheat	10000	500			
		Total			161102	8055.07			

SIGNATURE

NAME OF THE FIRM