

**MODEL TENDER FORM FOR DISPOSAL OF FOODGRAINS (WHEAT) THROUGH  
TENDER SALE STORED IN FCI GODOWNS**

FOOD CORPORATION OF INDIA  
REGIONAL OFFICE  
DEHRADUN

TENDER NO. QC-4(13)/Kichha-Haldu./Garhshankar/2012-13/

Dated : 11-07-2013.

ORIGINAL-  
DUPLICATE

Cost : Rs.500 + Taxes= Rs. 568/-

SIGNATURE OF ISSUING AUTHORITY  
(SEAL)

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

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

**THE TENDER IS ISSUED IN DUPLICATE. THE COPY MARKED ORIGINAL MUST  
BE RETURNED INTACT WHILE SUBMITTING QUOTATIONS. COPY MARKED  
DUPLICATE BE RETAINED BY THE TENDERER.**

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR DISPOSAL OF  
FOODGRAINS LYING IN SWC KICHHA DEPOT UNDER FCI, DISTRICT HALDWANI (**2009-10  
CROP**).

**TENDER SCHEDULE**

- (A) LAST DATE FOR SALE OF TENDER FORMS UPTO 5:00 PM ON **23-07-2013** ON ALL WORKING DAYS.
- (B) DATE OF RECEIPT OF TENDERS UPTO 2:00 PM ON **24-07-2013**.
- (C) DATE OF OPENING TENDERS AT 3:00 PM ON **24-07-2013** AT FCI REGIONAL OFFICE, DEHRADUN.
- (D) DATE FOR KEEPING THE OFFER OPEN FOR ACCEPTANCE UPTO **23-08-2013**.

**NOTE:**

All the tenders shall remain open for acceptance for 30 (Thirty) days from the date of opening of the tenders i.e. upto 23-08-2013. The General Manager, FCI, RO, DEHRADUN at his sole discretion reserves the right to extend the period of acceptance of tender by another fifteen (15) days and such extension shall be binding on the tenderers. If the last day fixed for sale, receipt of tender form or acceptance thereof falls on a holiday or closed day for FCI Offices the tender forms shall be sold/ received/ opened and kept for acceptance on next working day following the closed day/ holiday.

PHONE:  
TELEX:  
FAX NO:

TELEGRAPHIC ADDRESS

FROM:  
The General Manager,  
Food Corporation of India,  
Regional Office :  
Dehradun (UK)

TO:

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

Gentlemen / Sir,

On behalf of the Food Corporation of India, General Manager, Region invites sealed tenders for disposal of foodgrains (wheat) 708 MTs (2009-10 Crop year) lying at FCI Depot SWC Kichha In FCI Haldwani District on **as is where is basis.**

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

1. **EARNEST MONEY :**

Tender should be accompanied by EMD as stipulated in Clause (F).

2. **SAMPLE OF CONSIGNMENTS :**

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

3. **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.

4. **SUBMISSION OF TENDERS :**

- (A) This tender document along with Notice Inviting Tender, the Appendices and Annexure, duly signed on every page, are to be submitted in a sealed envelope, addressed to the General Manager, Food Corporation of India, Regional Office : APS, Oberai Tower, Near Kargi Chowk, Haridwar Bye pass Road, Dehradun (UK), superscribing on the envelope, the tender number and the last date of submission. Tenders will be received up to 2:00 pm. on 24-07-2013. Tenderers wishing to deposit their quotations by hand should also deposit them in the

Tender Box, provided for the purpose, not later than 2:00 pm. on 24-07-2013. Tender submitted after 2:00 pm on the scheduled date will not be considered. Tenderers and their accredited representatives can attend the opening of tenders. Separate rate should be indicated where there are more than one commodity/ variety/ group of foodgrains/coarsegrains in a tender.

- (B) The intending buyers must make Crop year-wise offers for the entire quantity available in a shed on "as is where is" basis for each commodity separately. Offers for partial quantity would be 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) It will be the responsibility of the tenderer to obtain necessary import/ stock evacuation/export permits, interstate sale/ movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the District/ State/ Country. Such permits shall have to be produced at the time of taking delivery from FCI.

#### 5. **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.

#### 6. **SECURITY DEPOSIT :**

On acceptance of the offer, the tenderer shall deposit 25% of the cost of stocks intended to be purchased as security money within ten (10) days of the date of communication of acceptance (through Telegram, Registered/ Speed Post or E-mail). The earnest money would be adjusted towards security deposit on receipt of written requests from the successful tenderers.

**7. PAYMENT OF THE COST AND TAKING DELIVERY :**

On acceptance of the offer, the successful tenderer shall deposit 100% cost of stocks within fifteen (15) days from the date of communication of the acceptance letter. The cost can be deposited in installments, if need be. The tenderer shall be allowed to lift the stocks equivalent to the cost deposited. However, the tenderer shall remove the stocks within 30 days from the date of communication (through Telegram, Registered/ Speed Post or E-mail) of acceptance by the General Manager (Region). However, if so requested by the party, the amount of security deposit to the extent of 20% of the cost of stocks intended to be purchased can be considered for adjustment against the last installment towards the cost of grains including interest and storage charges. Rest 5% of the security deposit shall be refunded after completion of the contract. No interest shall be payable on the amount of Security Deposit, in any case.

Yours faithfully,

Dated:

( )  
For and on behalf of Food Corporation of India  
General Manager  
Regional Office : APS, Oberai Tower, Near  
Kargi Chowk, Haridwar Bye pass Road,  
Dehradun (UK)

**FOOD CORPORATION OF INDIA**  
**HEADQUARTERS: NEW DELHI**

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

**APPENDIX-I**

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

(A) **DEFINITIONS** :

- i) 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.
  - ii) The term 'Corporation' "FCI" and the "Food Corporation" wherever occurs shall mean the Food Corporation of India and will include its authorized officers acting on its behalf.
  - iii) 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.
  - iv) 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.
  - v) The term 'Rate' shall mean the rate of payment accepted by the General Manager for and on behalf of the Food Corporation of India.
  - vi) The term foodgrains/coarsegrains shall mean and include coarsegrains, wheat and rice conforming to PFA Act Standards only.
- (B) The foodgrains/coarsegrains stocks can be inspected by the prospective tenderer(s) at the godown 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 (thirty) 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, RO, Dehradun (UK) at his sole discretion may extend this date by another 15 (fifteen) days.

(SIGNATURE OF TENDERER)

- (E)
- (i) 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.
  - (ii) It will be the responsibility of the buyer to obtain import/ stock evacuation/ export permits, interstate sale/ movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the District/ State/ Country. Such permits shall have to be produced at the time of taking delivery from FCI.
- (F) **EARNEST MONEY** :
- (i) The offers must be accompanied by Earnest Money calculated @ 10% of the cost of the stocks intended to be purchased at the rates being quoted by the tenderer.
  - (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 written request from the successful tenderer.
  - (iv) Tender should be accompanied by Earnest Money 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 Dehradun. Tenders not accompanied by the requisite amount of earnest money shall be summarily rejected.
  - (v) The Earnest Money paid shall be liable for forfeiture, 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 10 days then, in addition to forfeiture of his EMD, the said tenderer shall be blacklisted and 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 Rs. 20/- Stamp Paper agreeing to the stipulations as contained in the Clause F (v) for forfeiture of EMD.

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

(SIGNATURE OF TENDERER)

(G) **SECURITY DEPOSIT :**

- (i) On acceptance of the tender, the tenderer shall deposit 25% of the cost of stocks intended to be purchased as security money within ten (10) days of the date of communication of acceptance (through Telegram, Registered/ Speed Post or E-mail), in the form of account payee Demand Draft, Pay Order or Banker's Cheque issued by a Scheduled Bank in favour of General Manager, Food Corporation of India payable at Dehradun. In case the tenderer(s) violates any of the terms of the contract or fails to perform the obligations under the contract it shall be lawful for the Corporation to terminate the contract and dispose of the stocks at the risk & cost of such tenderer and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by the Corporation consequent to such termination and/ or in disposing of the stocks at the risk & cost of the tenderer and may also effect recovery from any other sums then due to the tenderer or which at any time thereafter may become due under this or any other contract with the Corporation and should this sum also be not sufficient to cover the full amounts recoverable, the tenderer shall pay the Corporation on demand the entire remaining balance due. The decision of the General Manager(Region), FCI, RO, Dehradun (UK) in respect of such losses, damages, charges, costs and expenses shall be final and binding on the tenderers.
- (ii) If a successful tenderer fails to deposit the requisite Security Deposit within the stipulated period of 10 days, then the contract is liable to be cancelled and the EMD deposited by the tenderer shall be forfeited and the stocks will be sold at the risk & cost of the tenderer.

In the event of last day stipulated for deposit of SD being a holiday, the Security Deposit can be deposited on the next working day. No extension will be granted in this regard under any circumstances.

- (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 take action as per Clause (G) (i). Any sum due from the tenderer for damage, losses, charges, expenses or costs that may be suffered or incurred by the Corporation in disposing off the stocks at the risk & cost of the tenderer 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.
- (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. No interest shall be payable on the amount of Security Deposit, in any case.

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

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

(SIGNATURE OF THE TENDERER)

- ii) On acceptance of the offer, the successful tenderer would be required to deposit 100% cost of stocks within fifteen (15) days of the date of communication of acceptance (through Telegram, Registered/ Speed Post or E-mail) by FCI, in installments if need be.
- iii) If the tenderer fails to deposit the full cost of the stocks within the stipulated period, then the tenderer may deposit the balance cost of the stocks along with penal interest of 2% over and above the Bank rate at which the FCI is borrowing, within next fifteen (15) days, which would be counted in continuation of the 15 days stipulated in the Clause-H (ii). On failure of the tenderer to deposit the entire balance cost of the stocks even in this extended period, the stocks will be disposed off at the risk & cost of the tenderer and action as per Clause-G (i) shall be taken. Under no circumstances, period for deposit of the cost of the allotted stocks will be extended by the FCI after expiry of the 30 days from the date of communication of acceptance letter.
- iv) The buyer will complete the lifting within thirty (30) days from the date of communication (through Telegram, Registered/ Speed Post or E-mail) of acceptance by the General Manager (Region). However, lifting in installments to the extent of cost deposited would be permitted but not beyond the said 30 days as stipulated herein.
- v) After the stipulated thirty (30) days period for lifting the tenderer will be allowed a maximum period of another thirty (30) days for lifting the stocks from FCI godowns on payment of storage charges as contained in Clause 'O' provided the request for such extension in lifting period by the tenderer is received by FCI before the expiry of the initial 30 days lifting period and where the tenderer has lifted at least 35% of the allotted stocks as on the date of submission of his application. Any request not meeting the above stipulation shall be summarily rejected.
- vi) After expiry of maximum sixty (60) days, no further extension will be granted by GM (R). However, the Executive Director (Zone), is authorized to grant extensions in period of lifting by levying storage charges as contained in Clause 'O' upto another 30 days, on merits of each case provided the request for such extension in lifting period by the tenderer is received by FCI before the expiry of the 60 days lifting period and where the tenderer has lifted at least 75% of the allotted stocks as on the date of submission of his application. After expiry of maximum thirty (30) days, no further extension will be granted by Executive Director (Zone).

The Chairman & Managing Director, FCI is authorized to grant extensions in period of lifting by levying storage charges as contained in Clause 'O' upto another 30 days, on merits of each case provided the request for such extension in lifting period by the tenderer is received by FCI before the expiry of the 90 days lifting period and where the tenderer has lifted at least 90% of the allotted stocks as on the date of submission of his application.

If the tenderer fails to lift the stocks within the stipulated time allocated, the stocks will be sold at his risk & cost and action as stipulated in Clause-G (i) will be taken.

(SIGNATURE OF THE TENDERER)



- vii) Wherever extension is considered by the Competent Authority, the same will be effective from the date of expiry of the original period (i.e. in case the tenderer sought extension in lifting period with payment of storage charges from GM (Region) within the initial 30 days free period of lifting, the original period will be taken as 30 days free period plus number of days extension granted by GM (Region) subject to a maximum of 30 days) plus the days taken by FCI in processing the request. Any administrative delay in processing the case will not entitle the tender to claim waiver from storage charges. The request for extension made by the tenderer should be received by FCI preferably five days prior to the expiry of the original period. However for calculating the percentage lifted quantity, the complete lifting period of 30 days/ 60 days/ 90 days will be taken into account and not the lifting percentage as on date of applications seeking extension as mentioned in Clause-H (v) and H (vi).
- viii) In case where lifting could not be completed on account of reasons not directly attributed to the buyer's failure such as Force Majeure, FCI's operational constraints etc. (in such events, the tenderer shall notify FCI in writing within two days of occurrence of such events), power for reduction or waiver of storage charges/ penal interest, vest with the High Level Committee of FCI. The decision to grant extensions/ waiver of penal interest/ storage charges/ will be at the sole discretion of FCI/ HLC and cannot be claimed as a matter of right. Similarly if due to aforesaid reasons the parties could not complete at least 35%/ 75%/ 90% lifting, a mandatory condition for seeking extension as per Clause-H (v) and H (vi), the extension can be given by GM/ ED and CMD for 30 days each, with payment of storage charges, subject to notification to FCI in writing within seven days of occurrence of such events. In such cases, the concerned GM (Region) of FCI would certify the occurrence of events as well as the fact that written notification has been received within seven days of occurrence of such events.
- ix) 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/ VAT, if any, within the stipulated date in the communication of acceptance of tender issued by the General Manager, Food Corporation of India, Regional Office : Dehradun. The amount will be paid by the buyer in the form of Bank Draft/ Pay Order/ Banker's Cheque issued in favour of the Area Manager/ General Manager, Food Corporation of India within the stipulated date only after which necessary delivery order will be issued by him or an officer acting on his behalf.
- x) In the event of failure to deposit the cost/ lifting of stocks within the specified time, Food Corporation may dispose off the stocks at the buyer's risk & cost in a manner deemed fit and shall recover all losses suffered by the Corporation from the Security Deposit and other dues available with the Corporation. In case, this amount falls short of the recoverable amount, the tenderer shall deposit the balance amount on receipt of notice from the Corporation.

(SIGNATURE OF 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) Delivery of stocks will be made duly loaded into the trucks of the successful tenderers in the godowns of FCI or hired by FCI at the cost of the FCI.
- (L) Should the original buyer wish to take delivery of the stocks of coarsegrains 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.

(SIGNATURE OF THE TENDERER)

- (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 at the buyer’s risk and cost in the manner deemed fit. 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 :**

In case of any disputes between the parties to the contract, the same 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 Dehradun (State : Uttarakhand) shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

(SIGNATURE OF TENDERER)

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

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

FROM

To

The General Manager,  
Food Corporation of India,  
Regional Office : Dehradun (UK).

Dear Sir,

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

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

2. I/ We have thoroughly examined and understood the terms and conditions of the tender at Appendix 'I' 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 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/ coarsegrains 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  
\_\_\_\_\_

(SIGNATURE OF TENDERER)

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 \_\_\_\_\_
- (v) Business Telephone (if any) \_\_\_\_\_

C. In case of Company:

- (i) No. & Date of registration Certificate \_\_\_\_\_
- (ii) Attach a copy of order of the Company authorizing this transaction  
\_\_\_\_\_
- (iii) Registered office: \_\_\_\_\_
- (iv) Telegraphic address \_\_\_\_\_
- (v) Telephone: \_\_\_\_\_

(5) I/ We hereby offer to purchase from the Food Corporation of India and to take delivery of foodgrains/ coarsegrains as per terms and conditions laid down in the instructions to the tenderers and issued in Appendix - I , the quantities of foodgrains/coarsegrains and at the price shown against sheds as given in Appendix - III 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 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 \_\_\_\_\_ and inclusive of \_\_\_\_\_ and if the said date be declared to be holiday for FCI Office till the next following working day and shall be bound by the communication of acceptance despatched within this time. I/ We further undertake that this offer shall not be retracted or withdrawn by me/ us hereafter \_\_\_\_\_.

(8) I/ We hereby declare that the entries made in this tender form are correct to the best of my/ our knowledge and I/ We shall be bound by the Act of my/ our constituted Attorney Shri \_\_\_\_\_ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/ us in his status to carry on the business of the concern, whether an intimation of such change is given to the Food Corporation of India or not.

(SIGNATURE OF TENDERER)

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

**STATEMENT SHOWING THE DETAILS OF FOODGRAINS/COARSEGRAINS AVAILABLE AT  
SWC, KICHHA IN FCI DISTRICT HALDWANI.**

REGION : UTTARAKHAND

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

S. No.	Name of the Depot.	Shed No.	Crop Year	Commodity / Variety/ Group	Number of bags	Weight in MT (Nett).	Rate per Qtl. (To be quoted by the Tenderer)	
							Rs. per qtl. (in Figures)	Rs. per qtl. (In words).
1	2	3	4	5	6	7	8	9
1.	SWC,Kichha	T-2	2009-10	Wheat	14110	708.383		

SIGNATURE

SIGNATURE

GENERAL MANAGER  
FOOD CORPORATION OF INDIA  
REGIONAL OFFICE : DEHRADUN(UK).

NAME OF THE FIRM  
\_\_\_\_\_  
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