

**MODEL TENDER FORM FOR SALE OF WHEAT TO BULK CONSUMERS
UNDER OMSS(D) – 2009-2010**

FOOD CORPORATION OF INDIA
REGIONAL OFFICE

TENDER NO.

Dated :

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 FOODGRAINS LYING IN _____
(_____ CROP).

TENDER SCHEDULE

- (A) LAST DATE FOR SALE OF TENDER FORMS UPTO _____ HRS
ON _____ ON ALL WORKING DAYS.
- (B) DATE OF RECEIPT OF TENDERS UPTO _____ HRS ON _____.
- (C) DATE OF OPENING OF FINANCIAL BIDS AT _____ HRS ON
_____ AT FCI REGIONAL OFFICE
_____.
- (D) DATE FOR KEEPING THE OFFER OPEN FOR ACCEPTANCE UPTO
_____.

NOTE:

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

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

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

TELEGRAPHIC ADDRESS

PHONE:
TELEX:
FAX NO:

(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 _____ invites sealed tenders for disposal of foodgrains _____ (_____ Crop) lying at FCI Depot _____ In FCI _____ District on as is where is basis only from technically qualified bulk consumers of wheat empanelled by FCI.

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. The Non transferable tender forms may be obtained from the office of the General Manager (Region) _____, FCI, Regional Office _____ on payment of Rs. 500/- (plus applicable taxes) within the stipulated period. Tender forms may also be downloaded from the FCI website _____, 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 _____.

2. EARNEST MONEY :

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

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, _____, superscribing on the envelope, the tender

number and the last date of submission. Tenders will be received upto _____ hrs. on _____. Tenderers wishing to deposit their quotations by hand should also deposit them in the Tender Box, provided for the purpose, not later than _____ hrs. on _____. Tender submitted after _____ hrs. on the scheduled date will not be considered.

- (B) The intending buyers must make depot-wise offers for a 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. The maximum quantity which a tenderer can bid for in a single tender is 1000 tonnes. The floor price for the month of _____ 2009 shall be _____ (Rupees _____ only) per qtl. and the floor price for the subsequent month of _____ 2009 shall be _____ (Rupees _____ 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 Annexure-I.

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) days from the date of issue of the acceptance letter, in instalments, if need be, and to remove the stocks within seven (7) 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
HEADQUARTERS: NEW DELHI

TENDER NO. _____

APPENDIX-I

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 _____ days from the date of opening the tenders. If the said date is declared to be a closed holiday for FCI Offices, the tender shall be deemed to remain open for acceptance on the following day. The GM, FCI _____ will have the discretion to extend this date by another _____ days.
- (E) The FCI will not be responsible for obtaining permits from the State Government in favour of the buyer nor accept any liability for despatching the stocks in the absence of any permit.

(SIGNATURE OF TENDERER)

(F) **EARNEST MONEY :**

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

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

If a successful tenderer fails to deposit the Security Deposit within the stipulated period of five (5) 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) 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 _____.
- (ii) If a successful tenderer fails to deposit the Security Deposit within the stipulated period of five (5) 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 in disposing off the stocks at the risk & cost of the tenderer 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) 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) 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 floor price is subject to revision every month due to change in carrying cost. If the lifting takes place in the subsequent month (s) then the differential amount in the carrying cost of the month of floating of NIT for Financial Bid and the month of lifting shall be defrayed by the tenderer (s) notwithstanding the lifting period restricted to unlifted quantities within 2 (two) days of FCI notifying to this effect failing which the EMD/SD etc. deposited by the tenderer shall be forfeited and the balance stocks will be disposed off by FCI at the risk and cost of the tenderer without any further notice.

(SIGNATURE OF TENDERER)

- v) The buyer will complete the lifting within seven (7) days from the date of communication (through post or an electronic media) of acceptance by the General Manager (Region).
- vi) After seven (7) days the tenderer will be allowed a maximum period of another seven (7) days for lifting the stocks from FCI godowns on payment of storage charges as contained in Clause 'O'.
- vii) After expiry of fourteen (14) days, no further extension will be granted and EMD/SD etc., deposited by the tenderer(s) will be forfeited and the stocks will be sold at the risk and cost of the firm without any further notice. However, in case any buyer fails to lift the allotted stocks within the stipulated period of lifting because of operational difficulties of FCI or reasons beyond human control (Force Majeure) FCI may consider to refund the balance amount equivalent to the unlifted stocks of wheat at the sole discretion of C & MD, FCI based on the merits of each case. In the Force Majeure events the tenderer shall notify FCI in writing within two days of occurrence of such events.
- viii) The total price calculated on the declared quantity in each lot on the basis of accepted rates shall be paid together with local taxes/ sales tax, if any, within the stipulated date in the communication of acceptance of tender issued by the General Manager, Food Corporation of India _____. The amount will be paid by the buyer in the form of Bank Draft/ Pay Order/ Banker's Cheque issued in favour of the Area Manager/ General Manager, Food Corporation of India, _____ within the stipulated date only after which necessary delivery order will be issued by the General Manager (Region) or an officer acting on his behalf.
- ix) 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.
- (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.

(SIGNATURE OF TENDERER)

- (L) Should the original buyer wish to take delivery of the stocks of foodgrains purchased, through a representative, he must authorize the latter by a letter of authority which shall be presented to the officer in whose charge the store is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all case of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against the Food Corporation of India on any account whatsoever if delivery is effected to a wrong person.
- (M) The FCI shall deliver stocks on 100% weighment basis. The Weight Check Memo shall be prepared in triplicate and signed by the buyer or his representative in token of acceptance of quantity and quality.
- (N) The stocks sold to a buyer shall be from the date of acceptance of the tender at his risk and Food Corporation of India shall not be responsible for the safe custody or preservation thereof.
- (O) Delivery shall be given only during working hours on all FCI working days on presentation by the buyer to the Depot In – charge, the copy of the release/ delivery order issued by the GM/ Area Manager/ Depot In – charge (Manager) or an officer authorized by him.

The stocks sold will be removed by the buyer from the godown within the period specified in the Release Order. If the stocks sold are not removed within the time specified or delivery is not taken at the time and date given in the Release Order, Food Corporation of India may dispose off the stocks 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 _____ (State) shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

(SIGNATURE OF TENDERER)

TENDER NO. _____

Dated :

FROM

To

The General Manager/ Area Manager,
Food Corporation of India,
_____.

Dear Sir,

1. I/ We hereby offer to purchase from the Food Corporation of India the foodgrains _____ as per details in Appendix-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 upto and inclusive of _____ 200_____.

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

2. I/ We have thoroughly examined and understood the terms and conditions of the tender issued by Food Corporation of India as contained in this tender document. I/ We shall be bound by the terms of both these documents.
3. I/ We enclose herewith a Accounts Payee Bank Demand Draft/ Banker's Cheque/ Pay Order No. _____ dated _____ Bank of _____ Rs. _____ (Rupees _____) in favour of the General Manager/ Area Manager, Food Corporation of India as Earnest Money to be converted as Security Deposit on acceptance of my/ our offer. I/ We agree to deposit the balance cost of foodgrains offered for purchase.

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

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

(ii) Business Name _____

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

(iv) Name of seal under which it is registered _____

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

B. In case of Cooperative Society:

(i) No. & Date of Registration Certificate _____

(SIGNATURE OF TENDERER)

- (ii) Attach a copy of Resolution of the Society authorizing this transaction

- (ii) Postal Address _____
- (iii) Telegraphic Address and E- Mail I.D. _____
- (vi) 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 I.D. _____
- (iv) 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 – 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 VAT/ Sales Tax and other taxes leviable on this sale shall be paid by me/ us in addition to the price offered as applicable under the State VAT/ Sales Tax Act.
- (7) I/ We agree to hold the offer open upto _____ and inclusive of _____ and if the said date be declared to be holiday for FCI Office till the next following working day and shall be bound by the communication of acceptance despatched within this time. I/ We further undertake that this offer shall not be retracted or withdrawn by me/ us hereafter _____.
- (8) I/ We hereby declare that the entries made in this tender form are correct to the best of my/ our knowledge and I/ We shall be bound by the Act of my/ our constituted Attorney Shri _____ whose signature is appended hereto in the space specified for the purpose and of any other person who in future may be appointed by me/ us in his status to carry on the business of the concern, whether an intimation of such change is given to the Food Corporation of India or not.
- (9) Acceptance of this tender by the General Manager/ Area Manager, Food Corporation of India or by an officer authorized by him despatched within the prescribed time shall constitute a valid and legal contract between me/ us and the Food Corporation of India. No execution of a separate deed would be necessary.

(SIGNATURE OF TENDERER)

- (10) I/ We hereby declare that we will abide by the terms and conditions governing the sale of foodgrains under this tender. I/ We also declare that the foodgrains offered for purchase and to be lifted by us do conform to PFA Standards.
- (11) I/ We confirm that person(s) who has/ have signed below has/ have the authority to sign the tender and given above offer on behalf of M/s _____.

Yours faithfully,

Signature of constituted
Attorney

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

Place:
Date:

THE FOOD CORPORATION OF INDIA

FINANCIAL BID

TENDER NO. _____

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

SIGNATURE

NAME OF THE FIRM
