

MODEL TENDER FORM FOR SALE OF WHEAT TO BULK CONSUMERS

FOOD CORPORATION OF INDIA
REGIONAL OFFICE
TRIVANDRUM
KERALA REGION

TENDER NO. **S&S11(2)TENDER SALE (1)/WHEAT OMSS(D)/09-10**

Dated :10-11-09

ORIGINAL
DUPLICATE

Cost : Rs.500/-.+Tax as applicable.

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 _____ DISTRICT.

TENDER SCHEDULE

- (A) LAST DATE FOR SALE OF TENDER FORMS UP TO 17.00 HRS ON 17-11-09 ON ALL WORKING DAYS.
- (B) DATE OF RECEIPT OF TENDERS UPTO 10.30 HRS ON 18-11-09.
- (C) DATE OF OPENING OF TECHICAL BIDS (COVER-A) AT 11.00 HRS ON 18-11-09 AT FCI REGIONALOFFICE ,TRIVANDRUM.
- (D) DATE FOR KEEPING THE OFFER OPEN FOR ACCEPTANCE UPTO 17-12-09.

NOTE:

All the tenders shall remain open for acceptance upto 17-12-09. The General Manager, FCI, Kerala 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.

PHONE: 0471-2441011
TELEX:
FAX NO: 2241060

TELEGRAPHIC ADDRESS
FOODCORP

(SIGNATURE OF TENDERER)

FROM:

The General Manager,
Food Corporation of India,
Regional Office,
Trivandrum.4.

TO:

_____.

Gentlemen / Sir,

On behalf of the Food Corporation of India, General Manager Trivandrum invites sealed tenders under two bid system for disposal of foodgrains(Wheat) lying at FCI Depot _____ in _____ District on as is where is basis from bulk consumers of wheat.

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 Kerala), FCI, Regional Office Trivandrum_ on payment of Rs. 500/- (plus applicable taxes)Rs(563/) within the stipulated period. Tender forms may also be downloaded from the FCI website www.fcisz.tn.nic and www.tenders.gov.in , in which case, the cost of the tender form (Rs. 500/- plus applicable taxes)(Rs 563/) shall be enclosed along with the Technical bid (Cover-A) by way of DD payable at Trivandrum.
2. **EARNEST MONEY :**
Tender shall be accompanied by EMD as stipulated in Clause (F) of Annexure – I.
1. **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.
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.

(SIGNATURE OF TENDERER)

3. SUBMISSION OF TENDERS :

- (A) Two bid tender system would be followed in which Cover-A shall contain the Technical bid of the tenderer while Cover-B shall contain the Financial bid of the tenderer.

The Technical bid and Financial bid shall be submitted in separate sealed envelopes being clearly super scribed as Cover-A Technical Bid and Cover-B Financial bid. Both these envelopes i.e. Cover-A and Cover-B shall be put in an Envelope super scribed as Tender No. **S&S11(2)Tender sale (1)/Wheat OMSS(D)/09-10 DT 10-11-09**

- Tender for sale of wheat to Bulk Consumers and the last date of submission.
- (B) Cover-A Technical bid shall contain, in a sealed envelope, this tender document along with Notice Inviting Tender, the Appendices and Annexure (except Annexure – III Financial bid) duly signed on every page, along with the requisite EMD and the following documents:
- (a) An attested copy of the “Registration Certificate” issued by the Industries Department of the State Government/ UT Administration to the tenderer.
 - (b) Attested copy of Partnership Deed/ Memorandum and Articles of Association, as the case may be.
 - (c) Attested copy of Power of Attorney, if relied upon.
 - (d) An attested copy of the current VAT/ Trade Tax Registration of the tenderer.
 - (e) An attested copy of PAN issued by the Income Tax Department to the tenderer.
 - (f) Copies of latest audited Balance Sheet and Profit & Loss Account of the tenderer duly certified by the Auditors showing that the tenderer is using wheat as raw material.
 - (g) Self declaration by the tenderer showing installed capacity of the unit and wheat consumed in 2008-09.
 - (h) An attested copy of the current electricity bill (paid in last four months by the tenderer) and receipt of payment giving details of sanctioned load.
 - (i) An attested copy of any licence issued to the tenderer in case licencing/ declaration requirements for bulk consumers of wheat have been specified by the concerned State Government/ UT Administration.
 - (j) 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 Trivandrum towards the cost of tender form, in case tender document has been downloaded from the websites.
 - (k) Undertaking on a Stamp Paper agreeing to the stipulations as contained in the Clause F (v) for forfeiture of EMD and Clause G (i) & G (iii) (a) for forfeiture of SD.
 - (l) A Self Declaration by the tenderer declaring the total depot-wise quantity bid vis-à-vis the EMD tendered.
 - (m) An undertaking on a stamp paper of appropriate value that the wheat so purchased from FCI under OMSS (D) will be utilized in their own processing unit and not for trading etc.

The Technical bid (Cover-A) only shall be opened first on the specified due date and time in the presence of the tenderers or their authorized representatives, who may remain present. The Financial bids (Cover-B) of only those tenderers whose Technical bid is found acceptable will be opened on the time and date intimated to them by FCI, but not later than three days from the date of opening of the Technical bid, in the presence of the tenderers or their authorized agents who may remain present.

The Technical bids of those tenderers who do not submit the required documents and/ or the required EMD along with Technical bid, as prescribed above will be disqualified.

(SIGNATURE OF TENDERER)

- (C) Cover-B shall contain, the Annexure –III containing the Financial bid of the tenderer duly signed by the tenderer.
- After opening of Financial bids i.e. Cover-B of all technically qualified tenderers, in case, any variation is found in the quantity declared by the tenderer in the Self Declaration submitted in the Cover-A and the quantity for which the tenderer has offered his bid as per the Annexure – III submitted in the Cover-B, then the offer of the tenderer shall be summarily rejected and the tenderer shall be treated as technically disqualified.
- (D) Cover-A and Cover-B are to be submitted in a sealed envelope addressed to the General Manager, Food Corporation of India, Trivandrum, superscribing on the envelope, the tender number and the last date of submission. Tenders will be received upto 10.30hrs. on 18-11-09. Tenderers wishing to deposit their quotations by hand should also deposit them in the Tender Box, provided for the purpose, not later than 10.30 hrs. on 18-11-09. Tender submitted after 10.30 hrs. on the scheduled date will not be considered.
- (E) 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 November 2009 shall be Rs.1603.21 (Rupees One thousand six hundred and three and paise twentyone only) per qtl. and the floor price for the subsequent month of December 2009 shall be Rs.1620.17 (Rupees One thousand six hundred and twenty and paise seventeen only) per qtl. Offers below the above said floor price shall be summarily rejected.
- (F) 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.
- (G) No opportunity shall be given to the tenderers to modify or withdraw the tenders at any stage during the validity period.
- (H) 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.

SECURITY DEPOSIT:

On acceptance of the offer, the tenderer would be required to furnish Security Deposit as stipulated in Clause (G) of Annexure-I.

(SIGNATURE OF TENDERER)

5. 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.

6. 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.

7. 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:10-11-09

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For and on behalf of Food Corporation of India
General Manager

(SIGNATURE OF TENDERER)

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

TENDER NO. **NO.S&S11(2)TENDER SALE (1)/WHEAT OMSS(D)/09-10**
DT 10-11-09

APPENDIX-I

TERMS AND CONDITIONS FOR THE SALE OF FOODGRAINS

(A) DEFINITIONS :

.S&S11(2)TENDER SALE (1)/WHEAT OMSS(D)/09-10 DT 10-11-09

- 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 from where delivery of the consignment will be given.
- (C) The Food Corporation of India does not guarantee to make any definite quantity or quality available to the tenderer.
- (D) The Food Corporation of India reserves the right to accept or reject, without assigning any reason, the highest or any tender. All tenders shall be irrevocable and remain open for acceptance for a period of 30 days from the date of opening the tenders. If the said date is declared to be a closed holiday for FCI Offices, the tender shall be deemed to remain open for acceptance on the following day. The GM, FCI _KERALA will have the discretion to extend this date by another 15 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.

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(F) **EARNEST MONEY :**

- (i) The Technical bid (Cover-A) 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 Trivandrum. 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.

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

(G) **SECURITY DEPOSIT :**

- (i) On acceptance of the tender, the tenderer would be required to deposit 25% of the cost of stocks intended to be purchased as security money within five (5) 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, Trivandrum.
- (ii)
 - (a) If a successful tenderer fails to deposit the Security Deposit within the stipulated period of five (5) days, then his EMD shall be forfeited and counter

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offers at the approved rate for the stocks in a particular depot will given to the next highest bidder (s) upto H3 bidder, in descending order of the rates quoted by them.

- (b) The buyer receiving the counter offer shall communicate his/her acceptance of the counter offer, alongwith Earnest Money Deposit equivalent to 10% of the cost of stocks at the approved rate, so as to reach General Manager (Region) within three (3) days of communication of counter offer, failing which, it shall be deemed that the buyer is not interested in acceptance of the counter offer.
 - (c) The General Manager (Region) shall issue allotment order within two (2) days of receipt of the acceptance of the buyer to the counter offer.
 - (d) The requisite Security Deposit (25% cost of the stocks at approved rate) shall be deposited by the buyer within five (5) days of date of communication of allotment order. The Earnest Money shall be forfeited in the event of tenderer's failure, after allotment, to deposit the security money in full within the prescribed time.
 - (e) The buyer accepting the counter offer shall be given time period as stipulated in the MTF for depositing the cost, which shall be counted w.e.f. the date of communication of allotment order by the General Manager (Region). Further, such a buyer accepting the counter offer shall be given time period for lifting as stipulated in the MTF, which shall be counted w.e.f. the date of communication of allotment order by the General Manager (Region).
 - (f) Fresh tender will be invited upon failure of both the H2 and H3 bidder, to accept the approved H1 rate. Fresh tender, if any, will be at the risk & cost of H1 bidder of first tender.
- (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.

- (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 allotment 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.
- 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 (KeralaRegion).
- 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 Trivandrum. 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, KERALA 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.
- (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).

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(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 KERALA (State) shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.

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**TENDER NO. NO.S&S11(2)TENDER SALE (1)/WHEAT
OMSS(D)/
09-10 DT 10-11-09**

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 _____

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

- (ii) Postal Address _____
- (iii) Telegraphic Address _____
- (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

- (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 – 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.

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- (9) Acceptance of this tender by the General Manager/ Area Manager, Food Corporation of India or by an officer authorized by him within the prescribed time shall constitute a valid and legal contract between me/ us and the Food Corporation of India. No execution of a separate deed would be necessary.
- (10) I/ We hereby declare that we will abide by the terms and conditions governing the sale of foodgrains under this tender. I/ We also declare that the foodgrains offered for purchase and to be lifted by us do conform to PFA Standards.
- (11) I/ We confirm that person(s) who has/ have signed below has/ have the authority to sign the tender and given above offer on behalf of M/s _____.

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

(To be submitted in Cover-B duly sealed)

TENDER NO. .S&S11(2)TENDER SALE (1)/WHEAT OMSS(D)/09-10 DT
10-11-09

S.No.	Name of the Depot.	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

SIGNATURE

NAME OF THE FIRM

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE: TRIVANDRUM
TENDER NOTICE NO.S&S.11(2)/TENDER SALE/ WHEAT
OMSS(D)/2009-10 Dt:- 10.11.09**

TENDER NOTICE

15,000 MT of wheat for Sale from FCI depots of Kerala to Bulk consumers.

On behalf of the Food Corporation of India General Manager, FCI ,Kerala Region invites tenders for sale of 15000 MTs of wheat to Bulk Consumers of Kerala State only through Tender under OMSS(D) from Eight FCI depots of Kerala.

The depot wise details of wheat offered for sale is furnished below:-

NAME OF DEPOT	QUANTITY FOR SALE (IN MTS)
FSD – KAZHAKUTTOM	1000
FSD – VALIATHURA	1000
FSD – KARUNAGAPPALLY	1000
FSD – MG . KAVU	3000
FSD – PALGHAT	3000
CALICUT – WEST HILL	2500
FSD – THIKKODI	2500
FSD – PAYYANUR	1000
TOTAL	15000

The intending buyers may approach the concerned Area Managers of FCI District Offices for inspection of stocks before quoting the rates . The sale will be on "FIFO" basis as per the list maintained by the concerned depots. A Tenderer can quote for a quantity of 100 MT to 1000 MTs , being the lower and higher ceiling in a single tender.

The offers are to be submitted in the prescribed tender forms containing terms and conditions which can be obtained from FCI Regional Office, Trivandrum on payment of Rs.563/- including tax as applicable from 11.11.09 to 17.11.09 on all FCI working hours or can be downloaded from the website www.fcisz.tn.nic.in or www.tenders.gov.in

The offers will be opened on 18.11.09 at 11.00 AM in FCI RO,Trivandrum. All other terms and conditions for sale will be as mentioned in the tender form.

GENERAL MANAGER(KERALA)

- Copy to :-
- 1.All Area Managers,FCI,Kerala Region.
 2. The Asstt.General nager(QC),FCI,RO,Trivandrum.
 3. The Secretary to Govt(Food),Govt. of Kerala

**THE FOOD CORPORATION OF INDIA
REGIONAL OFFICE : TRIVANDRUM**

TENDER NOTICE

NO.S&S.11(2)/Tender sale /Wheat/OMSS(D)09-10
Dt:- 9.11.09

**General Manager, FCI,
Kerala invites tenders for sale of 15,000 MT of
wheat to Bulk Consumers of Kerala State only
through tender under OMSS(D) from Eight FCI
depots of Kerala. Depot wise details of wheat
for sale and prescribed tender forms containing
terms and conditions are published in FCI web
site www.fcisz.tn.nic.in and
www.tenders.gov.in**

**Offers will be opened on 18.11. 09
at 11.00 AM at FCI Regional Office,
Trivandrum.4.**

GENERAL MANAGER(K)