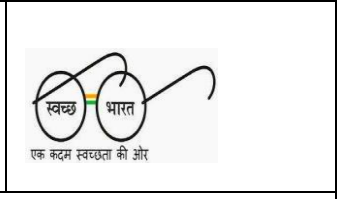




भारतीय खाद्य निगम
FOOD CORPORATION OF INDIA
क्षेत्रीय कार्यालय, उत्तरपूर्व क्षेत्र-, शिलांग



Mawlai, Mawroh, Shillong-793008, Meghalaya. ई-मेल/e-mail : srmme.fci@nic.in OR, agmqcme.fci@nic.in

Cost of Tender Form: Rs. 500/- (Rupees Five Hundred) + 18% GST = Rs. 590/-

No. QC.9 /DFG/NEFR/Tender-17/2019/5

Dated 01.07.2019

FOR DISPOSAL OF DAMAGED FOODGRAINS FOR FEED /INDUSTRIAL USE/CATEGORY LYING AT VARIOUS FCI GODOWNS OF NEF REGION.

SALE OF TENDER PAPERS	FROM 17.07.2019 05:00 PM to 19.08.2019 04:00 PM
OFFERS RECEIVED UPTO	4:00 PM ON 19.08.2019
DATE OF OPENING OF TENDER	AT 04:00 PM ON 20.08.2019
OFFERS TO REMAIN OPEN FOR ACCEPTANCE UPTO	20.09.2019

N.B.

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

From

The General Manager (Region)
Food Corporation of India
NEF Region.

To

M/s.....
.....
.....

Gentlemen/Sirs

On behalf of Food Corporation of India, General Manager, FCI (NEF Region), Shillong invites "e"- tenders under two bid system for the disposal of damaged foodgrains declared fit for Feed cat/Industrial use/ Rice as detailed in Appendix "C" attached, lying at FCI Depots in NEF Region on 'AS IS WHERE IS BASIS'

1. THE TERMS AND CONDITIONS:

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

Tender documents may be downloaded in electronic form from e-Procurement website for Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app>.

2. EARNEST MONEY AND BANK DEPOSIT:

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

The reserve price of damaged foodgrains has been determined on the basis of prevailing MSP for Gr.A Paddy in KMS 2014-15 is Rs. 1400/-, KMS 2015-16 is Rs. 1450/-, KMS 2016-17 is Rs. 1510/- & KMS 2017-18 is Rs.1590/- per quintal

- a. Feed-I : 60% of MSP of the Crop-year for wheat
60% of derived MSP of the Crop year for Rice. (Suitable for animal feed)
- b. Feed-II : 50% of MSP of the Crop-year for wheat
50% of derived MSP of the Crop year for Rice. (suitable for live stocks feed cattle feed)
- c. Feed-III : 40% of MSP of the Crop-year for wheat
40% of derived MSP of the Crop year for Rice. (suitable for poultry feed)
- d. Industrial use : 30% of MSP of the Crop-year for wheat
30% of derived MSP of the Crop year for Rice

e Manure: 10% of MSP of the Crop-year for wheat
10% of derived MSP of the Crop year for Rice.

3. SAMPLE OF STOCKS:

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

4. SIGNING OF TENDER:

Person signing the tender should state in what capacity he/she is signing the tender i.e. Sole Proprietor of a firm, or as secretary, Managing Director, etc. of a limited company. In case of partnership Firm, the tender must be signed by all the partners. Notary attested partnership deed be enclosed with the tender. The person signing the tender form or any other documents forming part of the tender on behalf of another shall produce a proper power of Attorney duly executed in his favour stating that he has authority to bind such other persons in all matters pertaining to the contract. If the person signing subsequently fails to produce the said power of attorney within a reasonable time, the Food Corporation of India may without prejudice to other Civil and Criminal Remedies, cancel the contract and hold the signatory liable for all the costs and damages. The power of Attorney should be signed by all partners in case of partnership concern and in the case of limited companies it should be under the common seal of the company. A copy of memorandum and articles of association should be attached with the tender.

5. SUBMISSION OF TENDERS:

Tenderer shall submit the Tender electronically before the notified last date and time of Tender submission. FCI may extend the deadline for submission of Tenders by issuing appropriate notification in which case all rights and obligations of FCI and the Tenderers

previously subject to the original deadline will then be subject to the new deadline.

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

6. TENDERS:

In online e-procurement system, Tenderer will not be able to submit the Tender after the notified last date and time of Tender submission.

7. MODIFICATION AND WITHDRAWAL OF TENDERS:

- a) Tenderer may all the time can modify and correct or upload any relevant document in the portal till the last date and time of Tender submission, as published in the e-procurement portal.
- b) Withdrawal of bids is not allowed, once bids are submitted. In case of withdrawal EMD shall be forfeited.

8. PAYMENT OF THE COST AND TAKING DELIVERY:

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

9. UPLOADING THE DOCUMENTS: The party shall submit the documents listed in the Technical Bids.

- i) The tenderer shall submit proof regarding firm / company or any other organization.
- i.) The tenderer must have registration with FCI and shall upload the registration certificate in the technical bid proforma.
- ii.) In case of Govt. Department/ agencies like Agriculture Colleges, Military Dairy Farms and either Municipal or Co-operative Dairy Farms manufacturing cattle feed or poultry feed shall submit certificates/ documents regarding proof of having feed manufacturing facilities.
- iii.) The tenderer shall submit proof regarding manufacturing of Cattle feed.
- iv.) The tenderer shall submit power of attorney to sign the tender by all the partners in case of the partnership concern and in the limited company under the common seal of the company.
- v.) The tenderer should have GST registered no. and upload the same.
- vi.) The tenderer should possess permanent account No. (PAN) and upload the same.
- vii.) The tenderer should upload the proof of deposit of EMD through RTGS/ NEFT as per tender terms.

- viii.) The tenderer should upload the proof of deposit of cost of tender documents i.e.Rs. 590 Through RTGS/ NEFT.
- ix.) The Tenderer should not have been blacklisted by any institution Govt. Or Semi Govt./ Corporation and shall submit an affidavit duly attested by Notary/ Oath Commissioner/ Magistrate in this regard.
- x.) The tenderer shall upload the affidavit duly attested by Notary/ Oath Commissioner/ Magistrate to the effect that the rice/wheat so allotted will not be recycled for human consumption and shall be used only for the purpose as per the categorization of the rice/wheat stocks.
- xi.) Lot No.'s for which the bids are quoted shall be mentioned in the technical bid.The bidding can be for one complete lot or more but bids for part of lot will not be accepted.
- xiii.) The tenderer shall upload the signed copy of the terms and conditions as a token of acceptance.

10. ACCEPTANCE OF TENDER:

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

Yours faithfully,

Asstt.General Manager (QC)
For General Manager (Region), FCI,RO Shillong



भारतीय खाद्य निगम

FOOD CORPORATION OF INDIA

क्षेत्रीय कार्यालय, उत्तमूर्ख क्षेत्र-, शिलांग



Mawlai, Mawroh, Shillong-793008, Meghalaya. ई-मेल/e-mail : srmme.fci@nic.in OR, agmqcme.fci@nic.in

No. QC.9 /DFG/NEFR/Tender-17/2019/5

Dated 01.07.2019

ANNEXURE-A

TERM AND CONDITIONS FOR THE SALE OF DAMAGED FOODGRAINS BY TENDER

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

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

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

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

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

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

D) The Food Corporation of India reserves the right to accept or reject without assigning any reason, the highest or any tender. All tenders shall be irrevocable and remain open for acceptance for a period of one month from the date of opening tenders. If the said date is declared to be a closed holiday for Food Corporation of India, offices, the tenders shall be deemed to remain open for acceptance on the following working day. **The General Manager, Food Corporation of India, NEF Region, Shillong will have the discretion to extend this date by another 30(thirty) days.**

E)i) The tenderer shall pay to the Food Corporation of India, by way of Earnest Money for the due performance of stipulations to keep the offer open, 10% of value of goods for which the offer has been made, calculated at the rate offered. The Earnest Money shall be paid through RTGS as per details below:

Signature of the tenderer

General Manager (R)

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Account Number	10881523295	Branch	Laitumukhrah, Shillong
Address	Regional Office, Mawlai-Mawroh, Shillong 793008	Account Name	Food Corporation of India
		IFSC Code	SBIN0002081

Tenders not accompanied by the required amount of earnest money are liable to be rejected summarily.

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

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

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

b) In the event of Earnest Money deposit/ Security Deposit being insufficient or if such Security Deposit has been wholly adjusted, the balance or the total sum recoverable as the case may be shall be deducted from the sum then due on which at any time thereafter may become due to the tenderer under this or any other contract with corporation. Should that sum also be not sufficient to cover the full amount recoverable, the tenderer shall pay to the corporation on demand the balance due.

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

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

Signature of the tenderer

General Manager (R)

I) The total price calculated on the declared quantity in each lot on the basis of accepted rates shall be paid together with sales tax, if any, within the stipulated date in the communication of acceptance of tender issued (either by letter/telex /followed by a Regd. Letter) by the General Manager (Region), Food Corporation of India, Regional office, Assam Region, Guwahati, the amount will be paid by the buyer in form of Bank Draft obtained in favour of the **respective Area Manager, Food Corporation of India** within the stipulated date when necessary delivery order will be issued by Area Manager or an officer acting on his behalf.

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

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

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

F) The damaged food grains are sold in the same condition as they lie on '**AS IS WHERE IS BASIS**'. They shall be removed by the buyer within a period specified in the delivery order, with all the defects if any and notwithstanding any error or misstatements of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the buyer and no claim shall lie against Food Corporation of India, for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged food grains may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description.

The buyer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged stocks prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have had notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation account thereof.

The buyers of this contract are neither entitled to claim nor recover from the other any compensation by way of damage or otherwise, if the Non-Issuable stocks sold are not available by reasons of not being at the specified place. The Food Corporation of India reserve the right to withdraw from the sale any lot/lots included in the tender prior to the acceptance of any offer for such lot/lots without assigning any reasons.

Signature of the tenderer

General Manager (R)

G) The buyer will make his own arrangement for transport and will not be entitled to claim any facility or assistance for transport from the Food Corporation of India. The bags shall be placed at Food Corporation of India cost by godown Labour on buyer's truck at the godown gate, wagons at godown siding but the buyer will be responsible for subsequent handling including stacking of bags in the trucks/wagons.

H) Should the original buyer wish to take delivery of the damaged stocks 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 cases of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against the Food Corporation of India, on any account whatsoever if delivery is affected to wrong persons.

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

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

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

Signature of the tenderer

General Manager (R)

No. QC.9 /DFG/NEFR/Tender-17/2019/5

Dated 01.07.2019

period of delivery of release order and the buyer shall not be entitled to any compensation for such extension of the free period of delivery.

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

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

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

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

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

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

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

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

Signature of the tenderer

General Manager (R)

No. QC.9 /DFG/NEFR/Tender-17/2019/5

Dated 01.07.2019

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

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

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

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

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

S) The validity of tender is 105 days from the date of opening of tender.

Asstt. General Manager (QC)
For General Manager (R)
On behalf of Food Corporation of India
Regional Office, NEF, Shillong.

Signature of the tenderer

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General Manager (R)

APPENDIX- B

No. QC.9 /DFG/NEFR/Tender-17/2019/5

Dated 01.07.2019

FROM,
M/S.

To,
The General Manager,
Food Corporation of India
NEF Region, Shillong.

Dear Sir,

1. I/We hereby offer to purchase from the Food Corporation of India the damaged food grains unfit for human consumption as per details in appendix 'C' or such portion thereof as you may specify in the acceptance of tender at the price quoted in Appendix 'C' and agree to hold this offer open upto and inclusive of.....I/We shall be bound by a communication of acceptance despatched within the prescribed time.

2. I/We have thoroughly examined and understood the terms and condition of the tender at Appendix 'A', issued by Food Corporation of India in connection with this notice. I/We shall be bound by the terms of both these documents.

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

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

4. My/Our particulars are as follow:

- i) Name (with name of father in case of an individual):
- ii) Business Name:
- iii) Constitution of the Firm, i.e.
Registered under the Indian
Partnership Act.

- a) Name of Seal under which it is registered.
- b) Place and date of Registration:
- c) Name and Address of all partners and the extent of their shares.

- iv) In case of Co-operative Society:
 - a) No. & date of Registration Certificate:
 - b) Attach a copy of resolution of the Society authorizing this transaction:
 - c) Telegraphic Address:
Business Telephone (if any).

5. I/We hereby offer to purchase from the Food Corporation of India and to take delivery of damaged foodgrains as per terms and conditions laid down in the instructions to the tenderers and issued in Appendix 'A' the quantities of damaged foodgrains at the price shown against lot as given and subject to the condition governing such purchase as stipulated by the General Manager/Area Manager, Food Corporation of India in the documents mentioned above which I/We have read and understood and agree to abide by them.

6. The Sales Tax and other taxes leviable on this sale shall be paid by me/us in addition to the price offered as applicable under the State Sales Tax Act.

7. I/We agree to hold the offer open upto the inclusive of and if the said date be declared to be holiday for FCI office till the next following working day and shall be bound by the communication of acceptance despatched within this time. I/We further undertake that this offer shall not be retracted or withdrawn by me/us hereafter.....

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

9. Acceptance of this tender by General Manager, Food Corporation of India or by an officer authorized by him dispatched within the prescribed time shall constitute a valid and legal contract between me/us and the Food Corporation of India. No execution of a separate deed would be necessary.

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

11. List of Documents enclosed.

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

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

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

.....

Yours faithfully,

(Signature (s) of Tenderer(s)
Indicating capacity in which the
Signatory is/are signing.)
Signature of constituted Attorney.

DETAILS OF QUANTITIES OF DAMAGED FOODGRAINS AND BELOW "D" CATEGORY WHEAT ALREADY PURCHASED BY THE TENDERER DURING THE CALENDAR YEAR FROM STOCKS UNDER CONTROL OF FOOD CORPORATION OF INDIA

Annual Requirement as mentioned in the Registration Letter.....

Tender No. and Date	Commodity	R.O. No. and Date	Quantity as per the R.O.	Quantity Actually lifted	Location of Stocks
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Note: Quantity lifted so far should be indicated separately.

Signature of the Tenderer/ Tenderers.