

APPENDIX –B

TERMS AND CONDITIONS FOR THE SALE OF OLD AND DAMAGED WHEAT OF VARIOUS FEED CATEGORIES PERTAINING TO THE CROP YEAR 2008-09 BY NIT.

A

- (i) The stocks can be inspected by the prospective tenderers at the godown from where the delivery of the consignment will be given.
- (ii) The firm/buyer registered with FCI shall produce valid and 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 Confed Department does 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 outside the region / zone, where they are held such permits shall have to be produced at the time of taking delivery.

B. The Confed Department does not guarantee to make any definite quantity or quality of damaged wheat of various feed categories.

C. **Earnest money and security deposit** : Earnest money @ 10% of the total quoted value of the stocks must accompany each tender in shape of the demand draft drawn in the favour of Distt. Manager, Confed payable at Palwal. Earnest money deposited by the successful tenderers will be converted into security. No interest will be paid on EMD / Security deposited.

D. The hundred percent value of the stocks shall be deposited within 7 working days of the acceptance of the offer. In case the money not deposited within 7 working days, extension for depositing the money from 7 to 30 days shall be allowed subject to the condition that interest @ 12% per annum on the

balance amount will be paid by the party. Quantity should be lifted within a period of 30 days from the date of issue of the acceptance letter. The extension in lifting period shall be granted by charging storage charges and other charges prescribed in the incidental rates.

E. All handling charges will be paid by the purchaser.

F.

- i). The earnest money paid will be liable for forfeiture if the tenderer after submitting his tender, resile from his offer.
- ii). The earnest money of successful tenderers will be retained as Security Deposit for due performance of the contract and it would be adjusted all losses incurred by the agencies. In case the tender/tenderes either resiles /resile from his / her / their offer or violates / violate the terms of contract, the security deposit will be refunded on the due completion of the contract but the Department shall not be liable to pay any interest thereon.
- iii). If the tender fails or neglects to observe or perform any of the obligations under the contract it shall be lawful for department / agency 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, loss charges, expenses or costs that may be suffered or incurred by the department. The decision of the department in this respect shall be final and binding on the tenderer.
- iv). In the event of earnest money deposit / security deposit being insufficient or if such security deposit has been wholly adjusted, the balance of the total sum recoverable as the case may be shall be deducted from the sum due or which at any time, thereafter may become due to the tenderer under the or any other contract with department should that sum also, be not sufficient to cover the full amount recoverable, the tenderer shall pay to the department on demand the balance due.
- v). Some as aforesaid, if the tenderer duly performs and completes the contract in all respect and present an absolute “No Demand Certificate” the prescribed forms, the department shall refund the security deposit to the tenderer after deducting of all costs and other expenses that the department may have incurred and all

dues and other moneys including all losses damages which the department is entitled to recover from the tenderer.

G.

- i) The total price calculated on the declared quantity on each lot on the basis of accepted rates shall be paid together with sales tax / VAT if any within stipulated period of issue of communication of acceptance of tender issued (either by letter / telex / followed Regd. Letter), the Distt. Manager, Confed, Palwal, as the case may be, within the stipulated date when necessary order will be issued by him or an officer acting on his behalf.
- ii) In the event of failure to complete the payment within the specific time and to present the Bank Draft or deposit at call receipt within the aforesaid period, this department shall have the option to adjust all losses incurred from the earnest money converted into security deposit in full and resell the stocks would also recover from the firm the loss suffered by the department as a result of resale of the stocks at the risks and cost of the original buyer. Any saving or profit on resale as aforesaid shall be exclusive to the account of the respective procuring agency. It is further clarified that if the tenderer modifies 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 short fall in the declared quantity proportionate refund to the buyer will be allowed on the 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 of the effect by the Chairman / Distt. Manager Confed, Palwal or any officer acting on his behalf.

APPENDIX –C

TENDER No.

DATED

FROM

To

Distt. Manager,
Confed, Palwal

Dear Sir,

I / we hereby offer to purchase from the Confed Department the old and damaged wheat unfit for human consumption as per detail enclosed or such portion thereof as you may specify in the acceptance of tenders at the price quoted in tender and agreed to hold this offer open upto for 60 days extendable for another 30 days. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.

2. I / we have thoroughly examined and understood the terms and conditions of the tender issued by the Confed Department Haryana in connection of with this notice. I / we shall be bound by the terms and conditions of the tender documents.

3. I / we hereby enclosed earnest money to the tune of 10% of the total value to be converted as security deposit on acceptance of my offer. I / we agree to deposit the balance cost of the tender. (security DD require Rs. 150000/- in favor of Distt. Manager Confed Palwal, payable at Palwal

4. My / our particulars are as follows :-

i)	Name (with name of father in case of individual)	
ii)	Business name and address	
iii)	Constitution of firm, i.e. Registered under the India Partnership Act.	
a)	Name of Seal under	

	which it is registered	
b)	Place and date of registration (copy of valid Registration certificate enclosed)	
c)	Name and address of all partners and the extend of their share	
iv)	In case of Co-operative Society	
a)	No. and date of registration certificate	
b)	Attach a copy of resolution of the society authorizing this transaction	
c)	Postal address	
d)	Telegraphic address	
e)	Business telephone (if any)	

5. I / we hereby offer to purchase from the Confed Department and to take delivery of old and damaged wheat of various categories as per terms and conditions laid down in the instructions to the tenderers and the quantities of damaged wheat shown in Appendix A subject to the condition governing such purchase as stipulated by the Confed Department in the documents mentioned above which I / we have read and understood to agree to abide by them.
6. The VAT @ 4% on the rates quoted will be paid by me / us in addition to the price quoted by me / us.
7. I / we agree to hold the offer open upto and inclusive of and if the said date is declared to be holiday for state govt. officers till the next following working day and shall be bound by the communication of acceptance dispatched 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 found are correct to the best of my /our knowledge and I / we shall be bound by the act of my / our constituted attorney Sh. whose signature is appended here to 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 in of such change is given to state govt. or not.
9. Acceptance of this tender by the Distt. Manager Confed, Palwal or an officer authorized by him dispatched within the prescribed time shall constitute a valid and legal contract between me / us and the department. 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 District Food & Supplies Controller/ Distt. Manager Confed
11. List of documents enclosed
12. I / we hereby give an undertaking that the stocks will be strictly used for the manufacturers of cattle feed / poultry feed / industrial use / manure for which the wheat is being purchased.
13. I / we hereby declare that we will abide by the terms and conditions governing the sale of the damaged wheat of various feed categories.
14. I / we confirm that person who has signed below has the authority to sign the tender and given the above offer on behalf of M/s.

Yours faithfully

Signature of the tenderer

Signature of constituted attorney

Place :

Date :

Confed Distt. Office, Palwal

Cost : Nil

Dated :

Tender Notice No.

FOR DISPOSAL OF OLD AND DAMAGED WHEAT OF VARIOUS FEED CATEGORIES PERTAINING TO THE CROP YEARS 2008-09, 2009-10 AND 2010-11 LYING AT VARIOUS GODOWNS / CAPS, HARYANA.

Last date of submission of tender: Upto 2:00 p.m. on 28-02-11

Date of opening of tender: 3:00 p.m. on 28-02-11

Offers to remain open for acceptance up to 60 days inclusive of date of offer which must be extendable for another 30 days.

- NB :
1. If the said date is declared to be holiday for the State Govt., it shall be deemed to remain open for acceptance on the following working day.
 2. The undersigned may at his discretion to extend this date. Such extension shall be binding on the tenderer(s).

From :

To :

Distt. Manager,
Confed Distt. Office,
Palwal.

All parties registered with FCI

Gentlemen / Sirs

Distt. Manager Confed, Palwal invites sealed tenders for the disposal of old and damaged wheat of various feed categories pertaining to the crop years 2008-09 as indicated in Appendix A lying at mandi phar Hathin, Distt. Palwal in Haryana state on "As is and where is basis." In the Appendix A, the total quantity has been shown, therefore, lotwise detail can be had from the office of Distt. Manager, Confed, Palwal.

1. The terms and conditions : The terms and conditions governing the sales are given in Appendix B attached herewith. Each tenderer may quote for one or more lots in the following proforma : in case, any condition is attached, the rates quoted will be summarily rejected.

Sr. No.	Agency	Centre	Location	Stack No.	Category	Quantity (in qtl)	Rate Per qtl. (Gross) in Rs.
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

2. The successful bidder shall have to give an affidavit that this wheat shall be disposed off according to the category of wheat.
3. The parties quoting rates will be treated to have inspected the stocks before quoting the rates. No quality complaint shall be entertained subsequently.
4. The quantity of the particular grade at any center may vary at the discretion of the seller.
5. The validity of offer will be 60 days which is extendable for 30 days

from the date of offer.

6. In case of firm registered as small scale industries on this account, claim concession in respect of earnest money deposit, they are required to produce the latest certificates issued by Director Small Scale Industries valid currently in support of their claim for concession of earnest money deposit or else such parties run the risk of their tenders being rejected.
7. Sample of stocks : The stocks may be inspected by the intending tenderers on the authority of this letter at the godown / cap on any working day, where from the delivery of the stocks shall be given.
8. Signing of Tender : Person signing the tender should state in what capacity he / she is signing the tender i.e. Sole Proprietor of the 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 signing the tender form or any other documents forming part of the tender on behalf of authority 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 Confed Department, Haryana may without prejudice to other Civil & 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.
9. Submission of Tenders : The tender should be submitted in the prescribed form duly signed. The number of tender and the last date of submission should be shown on the envelopes and it should be addressed to "The Distt. Manager, Confed Distt. Office, Palwal". Tender will be received up to 2.00 p.m. on the specific date. Tenderers wishing to deposit their quotations by hand should deposit them in the Tender Box provided at for the purpose not later than 2.00 p.m. of the last date. 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 as manufacturer 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 and Distt. Manager/ Auction Committee has the option to accept or reject a tender for

- any one or more items.
10. Payment of the cost and taking delivery : The successful tenderer after acceptance of his / her tender will be required to deposit the amount 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 Distt. Manager/ Auction committee.
 11. Acceptance of Tender : The auction committee reserve the right to accept or reject without assigning any reason, any tender and when there are two or more items in a tender to accept or reject tender for any one or more items.

Distt. Manager,
Confed Palwal