

Short Notice inviting e-tenders

Sale of damaged wheat of Crop year 2010-11.

The Food Civil Supplies & Consumer Affairs Department, Haryana invites e-tenders for sale of damaged wheat.

Parties having the requisite license from FCI may submit their technical bid along with all supporting documents. The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <https://haryanaeprocurement.gov.in> or Food & Supplies Department, Haryana website <http://haryanafood.nic.in>. The period of downloading of tender document & bid submission starts from dated 06-07-2018 at 9.00 A.M. to dated 22-07-2018 upto 5.00 P.M. through e-procurement portal as mentioned above. The technical bid will be opened on dated 23-07-2018 at 2.00 P.M. and financial bid will be opened on same day at 4.30 P.M. at the Directorate of Food Civil Supplies & Consumer Affairs Department, Haryana, 2nd Floor, 30 Bays Building, Sector 17, Chandigarh. The interested bidders must remit the requisite fees online on or before and deposit demand draft for EMD on or before dated 23-07-2018 upto 12.00 A.M.

Director Food Civil Supplies & Consumer Affairs Department, Haryana reserve the right to reject any/all tenders without assigning any reason.

**Director Food, Civil Supplies &
Consumer Affairs Department,
Haryana.**

Endst. No. SB-1-2018/

Dated :

A copy of the above along with tender notice and tender forms is forwarded to :-

1. Deputy Commissioner, Karnal for information please.
2. The District Food Civil Supplies & Consumer Affairs Controller, Karnal for making wide publicity in the state. Further, the concerned inspectorate staff may be directed to cooperate with the parties at the time of inspection of the stocks.
3. General Manager, FCI, Haryana Region, Sec-4 Panchkula. He is requested to put the tender notice on his web site.
4. Computer Cell, H.Q. It is requested that the tender notice and documents may be put on the web site of the Food Civil Supplies & Consumer Affairs Department Haryana.
5. M/s Nextenders (India) Pvt. Ltd, O/o DS&D Haryana, SCO - 09, 2nd Floor, Sector - 16, Panchkula - 134108. He is requested to upload the e-tender notice.

**Joint Director (Storage),
for Director Food & Supplies, Haryana**

Detailed Notice Inviting Tender

E-Tender is invited for sale of below mentioned damaged wheat stocks in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No.	Name of Work	EMD to be deposited	Tender Document Fee and E services fees	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid Preparation & Submission
1.	Sale of damaged wheat of crop year 2010-11	Rs. 50/- per quintal for stock intended	Rs. 500+ Rs. 1000 = 1500	06-07-2018 at 9.00 A.M.	22-07-2018 at 5.00 P.M.

Under this process, the Pre-qualification/Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders/contractors online directly through Debit Cards & Internet Banking. The payment for Earnest Money (EMD) will have to be made through demand draft payable in favour of "**Director Food Civil Supplies & Consumer Affairs Department, Haryana** payable at any bank at Chandigarh indicating its number, date of issue, name of bank, payable at and amount in the technical bid. Demand drafts must be submitted in the Storage Branch of Food Civil Supplies & Consumer Affairs Department, Haryana from 09:00 AM to 12:30 PM on 23-07-2018 under proper receipt from the Dealing Assistant of Storage Branch of Food Civil Supplies & Consumer Affairs Department, Haryana. The bidder will be eligible to submit the financial bid for the quantities, only for which the earnest money has been deposited by him. In case, he makes the financial bid for quantity more than for which EMD has been deposited, his financial bid shall be summarily rejected and will not be considered. If the intended bidder fails to pay EMD fee under the stipulated time frame, his technical and financial bids will stand rejected.
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender.
3. The interested bidders must indicate **demand draft number, date of issue, name of bank, payable at and amount of EMD in the technical**

bid at <https://haryanaeprocurement.gov.in>.

The interested bidders shall have to pay mandatory e-Service fee (under document fee - Non-refundable) of Rs. 1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for tender document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

Key Dates

Sr. No.	Food Civil Supplies & Consumer Affairs Department Stage	Party Stage	Start Date and Time	Expiry Date and Time
1	-	Downloading of Tender Document/ Online Bid Preparation and Submission	06-07-2018 at 09.00 A.M.	22-07-2018 at 5.00 P.M.
2	-	Manual Submission of supporting documents of Technical Bid and demand draft for EMD	23-07-2018 at 9.00 A.M.	23-07-2018 at 12.30 Noon.
3	Opening of Technical Bid Envelope	-	23-07-2018 at 2.00 P.M.	23-07-2018 at 3.30 P.M.
4	Opening of Financial Bid	-	23-07-2018 at 4.00 P.M.	23-07-2018 at 5.00 P.M.

Important Note:

- 1) The Applicants/bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant/bidder fails to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/Post Master/Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website - <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

M/s Nextenders (India) Pvt. Ltd.

O/o DS&D Haryana,

SCO - 09, IInd Floor,

Sector - 16,

Panchkula - 134108

E-mail: chandigarh@nextenders.com

Help Desk: 0172 - 2582008-09, 2618292 and 1800-180-2097 (Toll Free Number)

Note: Contact our helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-tendering event. Also, for queries related to e-Payment of EMD kindly contact the helpdesk at least 2 days prior to closing date & time of event.

Intended bidders are mandatorily require to register their queries if there is any pertaining to the online bidding at the Single e-Procurement Portal at email address chandigarh@nextenders.com.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act, 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management/partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <https://haryanaeprocurement.gov.in>.

4 Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nex Tenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T. and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://haryanaeprocurement.gov.in>

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Online Payment of Tender Document Fee & e-Service fee & Bid Preparation & Submission (PQQ/Technical & Commercial/Price Bid):

8.1 Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee and e-Service Fee can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts. The Payment for EMD shall however be made through Payees account demand drafts in favour of “**Director Food Civil Supplies & Consumer Affairs Department Haryana**, payable at any bank at Chandigarh as mentioned in para 1 of Detailed Notice Inviting Tender.

The secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

8.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) from 06-07-2018 (9:00 AM) to 22-07-2018 (05:00 PM) and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) **Scanned copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope:** The require documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.
- (iii) **Only Electronic Form (Refer Tender document).**
Financial or Price Bid Proposal shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

(B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

In the first instance, the online payment details of tender document fee + e-Service & PQQ/Technical Envelope shall be opened of those bidders who have manually deposited the requisite EMD. Henceforth financial bid quoted against each of the item by the shortlisted bidder/Agency wherever required shall be opened online in the presence of such bidders/Agency who either themselves or through their representatives choose to be present.

The bidder must submit their bids online as per the dates mentioned in the Schedule/Key Dates above.

Guideline for Online Payments at e-Procurement Portal of Government of Haryana

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee:

- A. Debit Card
- B. Net Banking

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
 - (ii) The e-Procurement portal displays the amount to be paid by bidder.
 - (iii) Bidder clicks on “Continue” button
 - (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
 - (v) Bidder chooses his / her Bank
 - (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
 - (vii) Bidder enters his account credentials and confirms payment
 - (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
 - (ix) The page is automatically routed back to e-Procurement portal
 - (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same.
- (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

List of Net banking banks

1. Allahabad Bank
2. Axis Bank
3. Bank of Bahrain and Kuwait
4. Bank of Baroda
5. Bank of India
6. Bank of Maharashtra
7. Canara Bank
8. City Union Bank
9. Central Bank of India
10. Catholic Syrian Bank
11. Corporation Bank
12. Deutsche Bank
13. Development Credit Bank
14. Dhanlaxmi Bank
15. Federal Bank
16. HDFC Bank
17. ICICI Bank
18. IDBI Bank
19. Indian Bank
20. Indian Overseas Bank
21. Indusind Bank
22. ING Vysya Bank
23. J and K Bank
24. Karnataka Bank
25. Kotak Mahindra Bank
26. Karur Vysys Bank
27. Punjab National Bank
28. Oriental Bank of Commerce

29. South Indian Bank
30. Standard Chartered Bank
31. State Bank Of Bikaner and Jaipur
32. State Bank of Hyderabad
33. State Bank of India
34. State Bank of Mysore
35. State Bank of Travencore
36. State Bank Of Patiala
37. Tamilnad Mercantile Bank
38. Union Bank of India
39. United Bank of India
40. Vijaya Bank
41. Yes Bank

**THE FOOD CIVIL SUPPLIES & CONSUMER AFFAIRS DEPARTMENT HARYANA,
CHANDIGARH.**

TERMS AND CONDITIONS FOR THE SALE OF DAMAGED WHEAT (UNFIT FOR HUMAN CONSUMPTION) BY E-TENDER

- 1 **Price of the Tender documents:** The payment of tender document Fee Rs. 500/- and eService Fee Rs. 1000/- total Rs. 1500/- (Rupees One Thousand Five Hundred Only (non refundable) can be made by eligible tenderers online directly through Debit Cards & Internet Banking Accounts.
- 2 **Sale of Tender:** Tender document available at <https://haryanaeprocurement.gov.in> website.
- 3 **Opening of Tender:** Technical bids shall be opened on 23-07-2018 at 2:00 PM and the Financial Bids of the tenderer who qualify in the Technical Bids shall be opened on 23-07-2018 at 4:00 PM. These Bids shall be opened at Directorate Food Civil Supplies & Consumer Affairs Department, Haryana, 30 Bays Building Sector 17, Chandigarh, in the presence of the tenderer who may wish to be present.
- 4 **Inspection of wheat stocks:-** The stocks can be inspected by prospective tenderer during working hours on any working day at the godowns / open complexes from where the delivery of the consignment will be given. Location of the stocks alongwith lot number and category is at **Annexure-A**. Tenderers will be assumed to have inspected the stocks and made their offers for the stocks on 'As is where is basis' and no segregation will be allowed.
- 5 Only those tenderers who are registered with FCI shall be eligible to participate in tender and they shall upload authenticated documentary evidence with regard to the existence of the manufacturing unit such as Industrial license, Registration Certificate of FCI.
- 6 It will be the responsibility of the tenderer to obtain necessary permits, if required, 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.
- 7 The Food Civil Supplies & Consumer Affairs Department, Haryana does not guarantee to make any definite quantity or quality of damaged wheat available to the successful tenderer.
- 8 Conditional tender will be rejected.
- 9 The tenderer is at liberty to quote for any or all the lots put together separately, lot wise. The tenderer is to quote for the total quantity in each lot. Bids in which rates have not been offered for the total quantity of the lot are liable to be rejected. The rates offered will be valid upto 30(Thirty) days from the date of opening of tenders and it will be extendable to another 30 (Thirty) days thereafter.
- 10 The Food Civil Supplies & Consumer Affairs Department, Haryana reserves the right to accept or reject any or all the tenders, without assigning any reason. All tenders shall be irrevocable and remain open for acceptance for a period of thirty days from the date of opening tender(s). If the said date is declared to be a closed holiday for Food Civil Supplies & Consumer Affairs office, the tender shall be deemed to remain open for acceptance upto the following working day. The Director Food Civil Supplies & Consumer Affairs Department, Haryana will have the discretion to extend this date of validity by another thirty days.
- 11 **Earnest Money:** The tenderer shall pay to The Food Civil Supplies & Consumer Affairs Department, Haryana an amount of 50/- per qtl of stock offered to be purchased as Earnest money for the due performance of stipulations to keep the offer open. The payment for Earnest Money (EMD) will have to be made through demand draft payable in favour of "**Director Food Civil Supplies & Consumer Affairs Department, Haryana** for the wheat of Food Civil Supplies & Consumer Affairs Department, payable at any bank at Chandigarh" indicating its number, date of issue, name of bank, payable at and amount in the technical bid. Demand drafts will be submitted in the Storage Branch latest by 3 Hours prior to the time of opening of the technical bids under proper receipt from the Dealing Assistant,

Storage Branch Food Civil Supplies & Consumer Affairs Department, Haryana. The bidder will be eligible to submit the financial bid for the quantities, only for which the earnest money has been deposited by him. In case, the bidder will be eligible to submit the financial bid for the quantities, only for which the earnest money has been deposited by him. In case, he makes the financial bid for quantity more than for which EMD has been deposited, his financial bid shall be summarily rejected and will not be considered. If the intended bidder fails to pay EMD fee under the stipulated time frame, his technical and financial bids will stand rejected. If the tenderer after submitting his tender, does not keep his offer open or does not deposit requisite security within 10 days from the date of acceptance of his/her/ their offer or modifies the terms and conditions thereof in a manner not acceptable to "Food Civil Supplies & Consumer Affairs Department, Haryana then the same will be rejected and the earnest money will be forfeited. In such event, Food Civil Supplies & Consumer Affairs Department, Haryana "shall be within its rights to recommend to FCI for blacklisting the said tenderer/ firm for one year". Subject as aforesaid, the Earnest money of all unsuccessful Tenderer will be refunded after finalization of the tenders but the Food Civil Supplies & Consumer Affairs Department Haryana shall not be liable to pay any interest thereon.

12. **Security Deposit:-** The successful tenderer shall pay to the Food Civil Supplies & Consumer Affairs Department, Haryana within 7 days time from the date of acceptance of his/her/ their offer, 50/- per qtl. of value of goods (excluding EMD), for which the offer has been made calculated at the rate offered for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the Food Civil Supplies & Consumer Affairs Department, Haryana, in case the tenderer/ tenderers either resile from his/her/their offer or violates/violate the terms of the contract. The security deposit will be adjusted towards the value of the last consignment to be lifted and remaining amount of security, if any, will be refunded on the completion of the contract but the Food Civil Supplies & Consumer Affairs Department, Haryana shall not be liable to pay any interest thereon.
13. The tenderers will not be debarred or black listed by any authorities or not to declare insolvent by any court of law or authorities, if it will found at any later stage the tender of the tenderer liable to be rejected and the amount of security so deposited by the tenderer will be forfeited.
14. If the tenderer fails or neglects to observe or perform any of his obligations in respect of any damage, losses, charges, expenses or cost, that may be suffered or incurred by the Food Civil Supplies & Consumer Affairs Department, Haryana during the period of this contract, it shall be lawful for the Food Civil Supplies & Consumer Affairs Department, Haryana to adjust either in whole the security deposit i.e earnest money or any part thereof. The decision of "The Food Civil Supplies & Consumer Affairs Department, Haryana", in this respect shall be final and binding on the tenderer.
15. 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 or which at any time thereafter may become due to the tenderer under this or any other contract with The Food Civil Supplies & Consumer Affairs Department, Haryana. In case that sum is also not sufficient to recover the full amount recoverable, the tenderer shall pay to the Food Civil Supplies & Consumer Affairs Department, Haryana on demand the balance due amount. In case the tenderer fails to pay the amount of balance due, Food Civil Supplies & Consumer Affairs Department, Haryana shall be free to invoke any legal remedies to recover the same from the tenderer under arrears of land revenue/recovery suit or by any other means.

- 16 Price of damaged wheat will be payable on the gross weight and all taxes whatsoever leviable by any authority at the time of dispatch, shall be payable by a buyer in addition to the price offered.
17. The tenderer (s) may deposit the entire cost of the damaged wheat stocks lot wise alongwith other leviable taxes through RTGS/NEFT in District Food Civil Supplies & Consumer Affairs Department Controller of respective district, account for issue of release order in a way that lifting of the damaged wheat stocks is completed within 30 (Thirty) days from the acceptance of the offer (60 days from the date of acceptance of offer subject to payment of specified interest and/or storage charges as applicable).
- 18 The tenderer (s) will have to quote rate for a minimum of one lot. The stock will have to be lifted stack wise and on completion of one particular stack, the stocks from another stack will be offered for lifting but the entire delivery will have to be completed within 60 (Sixty) days by all means.
19. The delivery would be given during working hours on all working days on presentation of copy of release order /delivery order.
- 20 In the event of failure to deposit / make the payment within the specified time and to present the proof of the same within the aforesaid period, the Food Civil Supplies & Consumer Affairs Department, Haryana shall have the option to adjust all losses incurred by the Food Civil Supplies & Consumer Affairs Department, Haryana from security deposit in full and resell the stocks and would also recover from the tenderer, the loss suffered by Food Civil Supplies & Consumer Affairs Department, Haryana 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 "Food Civil Supplies & Consumer Affairs Department, Haryana.
- 21 At the time of giving delivery, if there is shortfall in the declared quantity proportionate refund to the buyer will be allowed. If on the other hand there is found that the quantity is excess in the lot, 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 Director Food Civil Supplies & Consumer Affairs Department Haryana or any officer acting on his behalf.
- 22 The damaged wheat stocks are sold in the same condition as they lie on "AS IS WHERE IS BASIS" and No replacement of gunny bags shall be allowed at the cost of The Food Civil Supplies & Consumer Affairs Department, Haryana. The damaged wheat stock shall be removed by the tenderer within a 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 tenderer and no claim shall lie against The Food Civil Supplies & Consumer Affairs Department, Haryana, for compensation nor shall any allowance be made on account of such defaults, mis-statements or errors although the same may be of such considerable nature particularly the description of damaged wheat 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 tenderer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged wheat 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 on account thereof.

The tenderers of this contract are neither entitled to claim nor recover from the department, any compensation by way of damage or other-wise, if the damaged

- wheat stocks sold are not available by reasons of not being at the specified place. The Food Civil Supplies & Consumer Affairs Department, Haryana 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.
- 23 The tenderer will make his own arrangement for lifting of damaged wheat including de-stacking /stacking, weighment on weighbridge, transport etc. for which all expenses will be borne by the tenderer.
 - 24 Should the tenderer wish to take delivery of the damaged wheat stocks purchased through a representative, he must authorize that representative 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 Civil Supplies & Consumer Affairs Department, Haryana", on any account what-so-ever, if delivery is affected to wrong persons.
 - 25 The stocks shall be weighed at the weighbridge arranged by "The Food Civil Supplies & Consumer Affairs Department, Haryana". The quantity delivered shall be accounted on the basis of 100% actual weighment on gross weight basis. The weighment sheets shall be prepared in triplicate and be signed by the tenderer or his representative and concerned officials /officers of "The Food Civil Supplies & Consumer Affairs Department, Haryana.
 - 26 The stocks sold to a tenderer shall from the date of acceptance of his tender be at his risk and Food Civil Supplies & Consumer Affairs Department, Haryana, shall not be responsible for its maintenance and preservation thereof.
 - 27 The party will be given 30 days free lifting period from the date of communication of acceptance by Food Civil Supplies & Consumer Affairs Department, Haryana against full payment. If payment is not deposited by the party within 30 days of the acceptance, the interest will be charge @ 18 % p.a. and Storage charges as applicable per qtl per month will be charged for delayed payment. However in case the payment alongwith interest is not deposited by the party within 60 days (30 days free lifting period +30 days with interest and storage charges), the Earnest Money/Security deposited by the party shall be forfeited. In case the party deposit the entire payment of stocks within 30 days but still does not lift the stocks, the storage charges as applicable per qtl per month will be charged upto the date of lifting.
 - 28 In the event of the tenderer not taking delivery within the free period as allowed by the release order / delivery order or the extended time allowed, then "The Food Civil Supplies & Consumer Affairs Department, Haryana has the discretion to re-sale the stocks at the tenderer's risk and cost. If "Food Civil Supplies & Consumer Affairs Department, Haryana" is unable to re-sale the goods within 3 months from the date of expiry given in the release order, then the decision of "The Food Civil Supplies & Consumer Affairs Department, Haryana", may at its absolute discretion decide to dump or to destroy the same without prejudice and adopting other legal remedies at the tenderer's risk and cost.
 - 29 An express condition of sale is that the stocks of damaged wheat shall be used only for the purpose as indicated in the **Annexure-A**. It is absolutely necessary that the tenderer 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. Food Civil Supplies & Consumer Affairs Department, Haryana will not be responsible for any loss / damages or compensation on account of misuse of the stocks otherthan prescribed and tenderer shall be personally responsible for the same.

- The Food Civil Supplies & Consumer Affairs Department, Haryana, will take a serious view of any breach of these conditions of sale. It will also not be open to tenderer to question the categorization of the stocks as shown in the tender.
- 30 The tenderer shall tender full account of the damaged wheat purchased to the concerned District Food Civil Supplies & Consumer Affairs Department Controller. In order to ensure proper performance of the contract, in this regard, Food Civil Supplies & Consumer Affairs Department reserves the right to inspect the premises of factory of the tenderer and where the food grains are stacked or processed without any notice to the tenderer and the tenderer shall be bound to provide necessary facilities for such inspection to the officials of the Food Civil Supplies & Consumer Affairs Department, Haryana.
 - 31 Damaged wheat stocks sold for manufacture of inedible starch shall necessarily be utilized for that purpose only in the tenderer's own factory and in no case shall be sold, transferred or used for any other purpose, whatsoever. The tenderer shall give full information about the movement of such wheat stocks from the Food Civil Supplies & Consumer Affairs Department, Haryana, to the place of utilization/ manufacture/ processing etc. to the concerned District Food Civil Supplies & Consumer Affairs Department Controller as well as to the Director Food Civil Supplies & Consumer Affairs Department, Haryana, if required, 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 Food Civil Supplies & Consumer Affairs Department, Haryana.
 - 32 Failure on the part of the tenderer to render full and satisfactory accounts of utilization of the damaged wheat stocks will constitute a breach of the contract and in such an event the security deposit furnished by the tenderer shall be forfeited without prejudice to the right of the Food Civil Supplies & Consumer Affairs Department, Haryana to initiate legal proceeding both Civil & Criminal, against the tenderer.
 - 33 The tenderer shall not sublet, transfer or assign the contract or any part thereof, without the prior written approval of the Food Civil Supplies & Consumer Affairs Department, Haryana.
 - 34 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.
 - 35 The tenderer would furnish an affidavit duly attested by the Magistrate to the effect that the stocks thus purchased will not be recycled for human consumption and shall only be used for the purpose as per the categorization report in each case. It is absolutely necessary that the tenderer of any particular category of stock as categorized above shall be processed for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks. The stocks as categorized above shall be processed only in the tenderer's premises, factory, plant, and machine. In case of breach of these conditions of sale Food Civil Supplies & Consumer Affairs Department, Haryana will forfeit security deposited, besides adopting other legal remedies available. It will also not be open to the tenderer to question the legal categorization of the stocks shown in the tender.
 - 36 Any change in constitution of the firm shall not absolve any partner of the firm from the liability.
 - 37 In case of any dispute arising out of the contract, the matter shall be referred to the Food Civil Supplies & Consumer Affairs Department, Haryana to arbitrate in the matter, who can arbitrate himself / herself or appoint anybody including Food Civil Supplies & Consumer Affairs Department, Haryana officer to arbitrate the

matter. All disputes arising out from this contract shall be subject to jurisdiction of Chandigarh Courts only.

38 The terms & conditions are subject to all policies as laid down by FCI/State Govt./ Govt. of India on matters of disposal of categorized wheat stocks.

39 **Reserve Price:-** As per the revised / modified instruction communicated by Ministry of Food vide letter No.8-10/2004-PY-IV dated 8.07.2014 regarding disposal of damaged foodgrains, reserve price for tender sale of damage wheat shall be as under:-

Sr. No.	Category	Reserve price
1	Feed-I	60% of MSP of the crop year for wheat.
2	Feed-II	50% of MSP of the crop year for wheat.
3	Feed-III	40% of MSP of the crop year for wheat.
4	Industrial use	30% of MSP of the crop year for wheat.
5	Manure/ dumping	10% of MSP of the crop year for wheat.

Crop year wise MSP is as under:-

<u>Crop year</u>	<u>MSP per qtl. (In Rs.)</u>
2010-11	1100/-

40 Certified that I/we _____ have carefully gone through the above terms & conditions and have retained a copy of the same. I/We shall strictly abide by the terms & conditions. An affidavit shall be given separately that the damaged wheat stocks shall be used only for the purpose; it is categorized for and shall not be recycled & used for human consumption, in case tender is allotted to me/ us.

Accepted the above terms & conditions.

Signatures of tenderer / party with seal, date & complete address.

Mobile No.: _____

E-mail: _____

FORMAT OF TECHNICAL BID

Sr. No.	Particulars	
1	Detail of the Registration Certificate uploaded: (Please tick the category) Feed 1 Feed 2 Feed 3 Industrial use Manure	Regd. No.: Date: Validity: Registering Authority:
2	Detail of Earnest Money 50/- per qtl of offered quantity.	D.D. No..... Date..... Name of Bank..... Payable at..... Amount..... Date of Submission of DD to DFS..... (if already submitted)
3	Whether the copies of the following documents duly signed at each page have been uploaded (write 'Yes' or 'No'):	
	1) Tender Documents	
	2) Registration Certificate	
	3) Power of attorney to sign the tender documents	

I/we hereby state that:-

1. I/we have thoroughly read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.
2. Our offer is as per Terms and Conditions given in the tender document.

Signatures: _____

Seal/Stamp:

Full Name of the authorized signatory: _____

Designation of the signatory:

Contact No. of signatory:

E-Mail ID of signatory: _____

ANNEXURE-A

**'FORMAT OF FINANCIAL BID'
(To be submitted in a separate cover)**

(Format of the Financial Bid will be opened of only those Tenderers, who qualify all the technical parameters)

The rates should be offered in the following format.

Sr. No.	District /Centre	Name of the Plinth	Lot No.	Quantity (in MT)	Crop Year	Category	Stack No.	Rate quoted in Rs. Per quintal
1	Karnal/Assandh	Assandh at Jundla	1	86.00	2010-11	Manure	1	
2	-do-	-do-	2	33.80	-do-	Industrial Use	2	
3	-do-	-do-	3	84.95	-do-	Manure	3	
4	-do-	-do-	4	11.35	-do-	Feed-3	4	
5	-do-	-do-	5	35.00	-do-	Feed-3	5	
6	-do-	-do-	6	22.80	-do-	Industrial use	6	
7	-do-	-do-	7	54.20	-do-	Manure	7	
8	-do-	-do-	8	9.95	-do-	Manure	8	
9	-do-	-do-	9	42.55	-do-	Manure	9	
	Total			380.65				

Signatures: _____

Seal/Stamp:

Full Name of the authorized signatory: _____

Designation of the signatory:

Contact No. of signatory:

E-Mail ID of signatory: _____

