

PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN)
Anaaj Bhawan, Sector 39 C, Chandigarh

CORRIGENDUM/ADDENDUM

It is informed that the last date for tender submission for 'PEG 5 year Guarantee Scheme' having Bid ID: GEM/2023/B/3489492 on GEM, has been extended till 11-07-2023 at 5 PM.

Further, amendments w.r.t. Engineering Specifications and other terms & conditions of MTF, are attached herewith. Corrigendum/addendum in this regard has been published on GEM Portal on 04-07-2023.

This is for the information of all concerned please.

Date: 04-07-2023

Managing Director, PUNGRAIN

**BID NO: GEM/2023/B/3489492
CORRIGENDUM NUMBER 2**

A: AMENDMENTS IN RESPECT TO ENGINEERING SPECIFICATIONS: SCHEDULE 1 OF MTF

Point Number	Description of original clause	AMENDED CLAUSE/ Point Number
8 (D)	ELECTRICAL INSTALLATION: External tube light / sodium vapour fittings on outside of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided inside the godowns as well as on platform with the sodium vapour or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.	ELECTRICAL INSTALLATION: External tube light / LED fixtures on outside of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided inside the godowns as well as on platform with the LED fixtures or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.
5	Platform shall be constructed on both sides (However, isolated platform of 4.65 m X 0.90 m to be constructed in case of non-availability of sufficient space).	isolated Platform of 4.65 m x 0.90 m to be constructed in case of non-availability of sufficient space as per MTF. However, it is clear in the MTF that Rail side Varandah width is 3.05 m and Road side Varandah width is 2.44 m.

B: SPECIFICATION OF BRICKS: Bricks of class designation 7.5 with cement Mortar (1:6) (1 cement: 6 coarse sand) may be used.

C: Location Jagraon+sil0 & Moga Local+sil0 be read as Jagraon & Moga respectively.

D: Draft agreement between Pungrain & the bidder for lease only & lease with services are attached herewith as Annexure I & II respectively.

E: It is hereby informed that in case of bidders who do not have a Non-Encumbrance Certificate & GSTIN as mentioned at Sr no. 5 (v) & 11 of the Technical Evaluation Sheet, can submit an undertaking in attached format as Annexure-III that the necessary Non-encumbrance Certificate & GSTIN issued by appropriate authority would be submitted in original with PUNGRAIN within 45 days from the award of contract

F: Salient features of FCI Quality Control Manual as in force and as be amended from time to time by the FCI which shall be part & parcel of terms & conditions of Preservation contract is attached as Appendix I.

G. Model Form of Bank Guarantee Applicable for Lease Period is attached as Appendix II.

ANNEXURE -I

Lease Agreement between "PUNGRAIN" and Investor

(To be executed at the time of taking over the godown by "PUNGRAIN" after the godown is complete in all respect)

THIS AGREEMENT made on this the day of 2023 between M/s(name & address of the Investor), (hereinafter called "Lessor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and PUNGRAIN, a body corporate under the Companies Act, 1956 (Central Act 1 of 1956) (hereinafter called the "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

WHEREAS pursuant to the offer of Five years guaranteed hiring given by the Lessee for using the godowns to be constructed with private participation and whereas Lessee floated E-Tenders for the same and after the acceptance of the said E-Tender a valid contract dated _____ has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the E-Tender and as the Lessor since completed the Construction and handed over the possession of godown at (complete address of godown) of capacity to Lessee.

WHEREAS the Lessor has furnished Bank Guarantee for Rs.(@Rs.per MT for full capacity of the godown) bearing No.....date.....issued by.....(name of the bank) and valid till

.....

Now this agreement witnesseth as follows:

1. The lease shall remain in force for a period of Five years, from the date of taking over the possession of the said godown. The Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy @ of Rupees-----/Qtl. Per month totaling to an amount of Rupees ----- /Month and there will be no enhancement of rent during the agreed period of Five years. The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank. The Lessee shall have the liberty to release the godowns after the guarantee period of Five years.
2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.

3. It shall be the responsibility of the Lessor to ensure that Bank Guarantee furnished at the time of execution of this Lease shall remain continuously valid during the currency of lease period and six months thereafter. "PUNGRAIN" will independently verify the genuineness of bank guarantee as well as its extensions from time to time as furnished by the Lessor.
4. If the Lessor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the lessee/PUNGRAIN to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Lessor or to appropriate the security deposit furnished by the Lessor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the PUNGRAIN.
5. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.
6. In case the godown or any part thereof becomes unstorage worthy, "PUNGRAIN" shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorage worthy for the period the premises remained unstorage worthy. In case the Lessor delays or fails to carry out the repairs as above, "PUNGRAIN" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "PUNGRAIN" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorage worthy.
7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving Thirty days notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final,

conclusive and binding on the lessor.

8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent, if required, only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
10. Lessee shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
11. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the noncompliance of any such rules/law.
12. It shall be the responsibility of the lessor to deposit the GST (if applicable)with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number .
13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
14. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
15. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
16. The lessor must keep the scheduled property duly insured at all times during the

agreement period at his cost and also provided Fire Fighting System as per Government Norms.

17. The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
18. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents or affiliates.
19. The local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf shall allow the lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.
20. The lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom. Lessee is hiring these spaces for keeping its own food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.
21. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.
22. **PERFORMANCE GUARANTEE:-**
 - a. The lessor shall furnish security @ **Rs.50 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of lease agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies

as may be available to the Lessee under the terms of the lease/law. The Bank Guarantee shall be in the prescribed form and should be issued by any Scheduled commercial bank.

- b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of clear “No demand Certificates” by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.
- c. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.

23. SET OFF

Any sum of money due and payable to the lessor under this lease may be set off against any claim of the Lessee for the payment of any sum of money arising out of this contract or under any other contract between the parties.

24. FORCE MAJEURE

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement.

A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

(a) Procedure for Force Majeure

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon a practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance

of all obligations during the continuance of the Force Majeure.

(b) Prolonged Force Majeure

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they are at liberty to terminate this Agreement.

25. The contract will be governed by the laws in India for the time being in force. All disputes arising of this E-Tender, will be dealt in Court of Law of Competent Jurisdiction.

IN WITNESS WHEREOF this lease deed has been executed by the duly authorized representatives of the parties hereto on the day and year first above written.

Name & Designation of Lessee

Witnesses:

1.

2.

Name and address of Lessor

Witnesses :

1.

2.

Lease and Services Agreement between "PUNGRAIN" and Investor

ANNEXURE -II

(To be executed at the time of taking over the godown by "PUNGRAIN" after the godown is complete in all respect)

THIS AGREEMENT made on this theday of.....2023 BETWEEN M/s(name & address of the Investor), (hereinafter called "Lessor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and PUNGRAIN, a body corporate under the Companies Act, 1956 (Central Act 1 of 1956) (hereinafter called the "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

WHEREAS pursuant to the offer of Five years guaranteed hiring given by the Lessee for using the godowns to be constructed with private participation and whereas Lessee floated E-Tenders for the same and after the acceptance of the said E-Tender a valid contract dated has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the E-Tender and as the Lessor since completed the Construction and handed over the possession of godown at

..... (complete address of godown) of capacity to Lessee. Now his agreement witnesseth as follows:

1. The lease shall remain in force for a period of Five years. The Lessee shall have the liberty to release the godowns after the guarantee period of Five years.
2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
3. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.

4. In case the godown or any part thereof becomes unstorageworthy, "PUNGRAIN" shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storageworthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorageworthy for the period the premises remained unstorageworthy. In case the Lessor delays or fails to carry out the repairs as above, "PUNGRAIN" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "PUNGRAIN" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorageworthy.
5. Lessee may terminate the contract at any time during its currency, in case the Lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving thirty days notice in writing to the Lessor at their last known place of residence/business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
6. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent if required only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
7. Whereas from the date of taking over the possession of the said godown the Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by Lessee @ of Rupees-----/qtl. Per month totaling to an amount of Rupees -----/Month and there will be an annual increase in rent @ 33% of percentage increase in Wholesale Price Index (WPI). The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank.
8. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, air- conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
9. Lessor shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proof of the same as and when demanded for verification. In case of

default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.

10. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non-compliance of any such rules/law.
11. It shall be the responsibility of the lessor to deposit the GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
12. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
13. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
14. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
15. The lessor must keep the scheduled property and the stocks duly insured at all times during the agreement period at his cost.
16. The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
17. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs,

Taxes, duties, charges, levies and claims of any nature whatsoever as a result of arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents, affiliates.

18. LIABILITY FOR LABOUR AND / OR PERSONNEL ENGAGED BY THE LESSORS:

- a. All labour and / or personnel shall be engaged by the lessor as his own employees

/ workmen in all respects, implied or express. In the event of any loss due to any labour problem/misconduct, the Lessor will compensate the loss(s) to the Lessee at the penal rate to be fixed by the Lessee from time to time.

- b. The responsibility to comply with the provisions of the various labour laws of the country, will be that of the Lessor.
- c. That there will not be any "Master-Servant" relationship between workers of the Lessor and the Lessee.
- d. The Lessor shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition Act), ESI Act, EPF & MP Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act, Indian Contract Act and all other statutory provisions and enactments as applicable to this lease and any other statutory obligation brought hereinafter and applicable to the contract and report compliance as and when demanded by the Corporation. All the statutory levies arising out of this Contract/law shall be responsibility of the Lessor.

19. The lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom. Lessee is hiring these spaces for keeping its own Food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.

20. **ACCOUNTS:-**

All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspection, audit by any officer acting on behalf of lessee. The lessor shall be responsible to produce the same at such time and place as may be directed by the Lessee. Lessee will have right to prescribe any document, register, record to be maintained by the lessor and lessor will be bound to maintain such documents, registers and records without any charges. Such a/c books & other prescribed documents shall be retained by the lessors during the currency of contract & six month thereafter.

21. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force.

22. **PERFORMANCE GUARANTEE:-**

- a. The lessor shall furnish security @ **Rs.100 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of Lease

and Services Agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The bank guarantee shall be in the prescribed form and should be issued by any Scheduled commercial bank.

- b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of “No demand Certificates” by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.
- c. It shall be the responsibility of the Lessor to ensure that Bank Guarantee remains continuously valid during the currency of the lease and six months thereafter.
- d. The decision of the Lessee as to the amount determined for deduction will be final and binding on the lessor.

23. STORAGE LOSSES:

The Lessor will be responsible for abnormal storage losses at the time of dispatch of the stocks, if on an investigation by the Lessee the same are found to be because of the fault of the Lessor. The storage losses acceptable to “PUNGRAIN” will be allowed and the value of unacceptable losses in storage will be recovered in the same manner as lessee deals with the storage losses/gains applicable to the DCP stocks of the state.

- 24.** The lessor is liable to give delivery of stocks as and when required by the Lessee. In case of default for any reason except for any natural disaster, the lessee is entitled to deduct/recover the proportionate storage charges without prejudice to any other rights or remedies of the Corporation under the contract and law

25. SET OFF:

Any sum of money due and payable to the lessor under this lease may be set off against any claim of the Lessee for the payment of any sum of money arising out of this contract or under any other contract between the parties.

- 26.** This Lease Deed comprises of the Lease Deed and its Appendix.

- 27.** The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.

- 28.** The Lessor shall render all or any of the services given in given in the Appendix as and when necessary and as directed from time to time by the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, together with such

additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf and are not inconsistent with terms and conditions of this agreement.

29. LIABILITY OF LESSOR FOR LOSSES SUFFERED BY LESSEE:

- a. It shall be the responsibility of the lessor to ensure the data entry on daily basis in the software to be provided by Lessee for which necessary personnel with adequate knowledge of working on computers shall be provided by the lessor. In the event of any fault or defaults on any particular day/days on the part of the lessor in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the Lessee at the Warehouse, in his absolute discretion, without prejudice to other right and remedies under this lease, shall have the right to recover by way of compensation from the lessor up to Rs.1,000/-per day besides making temporary alternate arrangements at the cost of the lessor. This decision of the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, shall be final and binding on the lessor.
- b. In case of any shortage or damage / loss, to stocks for whatsoever reason while the same are in the custody of the lessor, or during the rail / road transit to and from the godown for which fault has been found attributable to lessor, he shall be liable to make good all the losses suffered by Lessee. The decision of Lessee in this regard, will be final and binding on the lessor.
- c. The lessor shall be responsible for any loss, destruction or deterioration of food grains or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees / labourers or due to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Lessee to the depositors on account thereof. He shall pay all claims, and also litigation expenses, if any, incurred by the Lessee immediately on demand without any demur. The Lessee shall have the right to deduct/recover the amount of such loss. The decision of the Lessee shall be final and binding on the contractors in this regard.
- d. In the event of failure of the lessor to undertake the work after execution of lease agreement or resiling from the contract during its currency, Lessee shall have the right to get the work done and the lessor shall be liable to make good the loss, if any, suffered by the Lessee on this account and the Lessee shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the lessor without prejudice to any other remedy under the Contract/Law.
- e. The lessor should ensure to keep all the time adequate number of employees/ labour to cope up with the work for the purpose of preservation, maintenance and security of

stocks.

30. VOLUME OF WORK:

The volume of food grains in storage is likely to fluctuate (increase or decrease) and no claim for fluctuation in the volume of work to be handled during the currency of the contract will be entertained.

31. REMUNERATION:

The lessor shall have to perform all the services provided for in this Lease. The lessor shall be paid at the agreed rates. The lessor shall also provide any additional services not specifically provided for in this lease for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Lessee will be final and binding. Non- settlement of the rates for additional services will not confer a right upon the lessor to refuse to carry out or render such services.

32. The lessor shall be responsible for preservation of stocks in accordance with the Appendix I.

33. The fool-proof security arrangements shall be made by the lessor in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the Lessor shall be liable to compensate the Lessee to the extent of economic cost of the stocks.

34. Lessor shall deploy its personnel to verify the correctness of the Receipt/despatch of stocks and the authorized representative of lessor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the Lessee on the weight check memo, Register/Weighment sheets and the daily Transaction register; in addition to deploying workers for preservation & maintenance of stocks and Watch & Ward thereof.

35. The lessor shall provide all infrastructure required i.e., Dunnage Wooden Crates/Bamboo mats, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the Lessee and in compliance to Appendix.

36. The lessor will also require purchasing all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the authorized officer of the Lessee for this purpose. The lessor will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed off with the prior approval of the Lessee and also in the presence of the authorized representative of the Lessee.

37. In case of receipt of rain affected stocks of wheat/paddy the contractor/agency shall

take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks for period of six months from the date of storage and it will be his responsibility subject to the condition that this period could be extended by mutual consent, otherwise the Corporation shall take over the stocks for its disposal or for further preservation.

38. The Lessor shall provide the following manpower: -

Sl. no:	Capacity (In MT)	Clerks & Accountants	Security & Personnel	Sweepers
1	10,000	2	3	4
2	20,000	4	5	8
3	30,000	5	6	10
4	40,000	7	8	12
5	50,000	8	10	14

39. The Lessor shall also provide Computer internet facility as under:

Depot category based on capacity	Average hardware Quantity				
	Desktop (with data card)	UPS	Laser Printer	Thermal Printer	Tablets (with SIM card)
1670 MT	4	4	3	1	3
5000 MT	4	4	3	1	5
10000 MT	4	4	3	1	5
20000 MT	4	4	3	1	5

To feed data on real time basis as prescribe and also maintained Depot Online System through the software and transmit the same to central server through Internet, Lessee will be free to get the job done by outsourcing it or through its own staff and the lessor will be liable to pay all the cost incurred on this alternative arrangement, to the Lessee.

40. FORCE MAJEURE

A Force Majeure means any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement.

A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

(a) Procedure for Force Majeure

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

(b) Prolonged Force Majeure

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they are at liberty to terminate this Agreement.

- 41.** The contract will be governed by the laws in India for the time being in force. All disputes arising of this E-Tender, will be dealt in the Court of Law of Competent Jurisdiction

IN WITNESS WHEREOF this lease deed has been executed by the duly authorized representatives of the parties hereto on the day and year first above written.

Name & Designation of Lessee

Witnesses:

1.

2

Name & Address of the Lessor

Witnesses :-

1.

2.

Annexure III

(Format for submitting an undertaking with respect to Non-encumbrance certificate (NEC) / GSTIN)

UNDERTAKING

I,..... s/o Sh.....,
R/o.....do hereby undertake as under:

That I/We undertake that I/We will submit the Non-encumbrance certificate (NEC)/ GSTIN for the land proposed by me for construction of covered godown under 5 year Guaranteed PEG Scheme, in bid submitted by me/us against bid published on GeM having ID GEM/2023/B/3489492, in original with PUNGRAIN within 45 days from the award of contract.

Place:

Date:

(Signatures)

SALIENT FEATURES OF FCI QUALITY CONTROL MANUAL AS IN FORCE AND AS BE AMENDED FROM TIME TO TIME BY THE FCI WHICH SHALL BE PART & PARCEL OF TERMS & CONDITIONS OF PRESERVATION CONTRACT.

1. PRE- STORAGE STEPS:

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stocks. Therefore, before fresh stocks are received in the godowns, the Warehouse Manager / TA/JA should be fully prepared to receive it. In this connection, the Warehouse Manager/TA/JA should attend to the following points.

- i. Check up the godowns to ensure that there is no leakage and drainage is in perfect condition.
- ii. Cleanliness and disinfestation of godowns.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan.
- v. Dunnage.
- vi. The compliances of all Statutory provisions what so ever is applicable (BIS/ FSSAI/ WDRA...etc) shall be ensured by the service provider.

2. CHECK UP OF GODOWNS:

In order to avoid the possibility of damage to the stocks to be stored, the Warehouse Manager/TA/JA should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. The godowns should be in perfect condition. All cracks and crevices should be filled in and cement plastered. Other possible points of leakages in walls and roof should be checked up and got closed so that water in Monsoon does not enter the godowns through these leakages and damage the stocks. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass.

The floor should be in plastered condition, leaving no scope of mixing of spilled grain with plastering materials/ loose gravels/ sands/any other foreign matter.

3. CLEANLINESS AND DISINFESTATION OF GODOWNS:

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infestation, it should be disinfested with Al. Phosphide or Deltamethrin spray or any other chemicals recommended by FCI.

4. DRAWING UP OF STACK PLAN:

The stack plan should be chalked out bearing in mind the following, three points:

- i. Maximum space is put to use for storage of stocks.

- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the godowns is drawn, as far as possible, the base area of all the stacks should be uniform as far as possible.
- iv. All ventilation points should be properly fitted with wire mesh / iron mesh to avoid entry of rodents/ birds/ monkeys in the godown.

5. STACK LINES:

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines 2 inch broad drawn in white or black paint serves to mark the boundary of the proposed stack. While marking these stack bases care should be taken to leave 2ft. to 2.5 ft. wide alleyways between stack and walls or pillars for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

6. STACK SIZE:

Actual size of the stacks in godowns should not exceed the size of 30 ft. x 20 ft.

7. DUNNAGE:

Use of proper dunnage under the stacks is of fundamental importance to protect the stacks from moisture damage and there can be no deviation from this rule.

8. KIND OF DUNNAGE:

The dunnage materials are to be used as per the Guidelines on Usage of Dunnage Material for Storage of Foodgrains circulated vide letter No. QC.7/Dunnage Material/ 2018 Dated: 05.04.2022 containing therein DFPD letter No. F No. 16-2/2016fciipt (331614) dated 28.03.2022.

9. STACK CARDS:

Prescribed stack cards in Transparent natural coloured polythene with covering of proper size should be kept ready for display on each stack.

10. COLLECTION OF SWEEPING:

During and after storage the loose grain/sweeping will be collected, cleaned, filled in standard bags and got accounted for as per procedure in vogue.

11. STACKWISE REGISTER:

After completion of storage, prescribed stack wise register will be maintained for inspection and disinfestations treatment.

12. CARE OF GRAIN DURING STORAGE:

A. CLEANLINESS:

The godown should be swept regularly at least twice in a week and kept in neat tidy and hygienic condition. All webs on the wall roof, alleyway & bags should be removed regularly and bags should be properly brushed and cleaned. No loose grains should lie on naked floor.

B. PROVISION OF SAMPLE BAGS:

Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

C. AERATION:

Doors, Windows and ventilators of the godowns should be kept open on clear/ dry / sunny days for aeration.

D. SPRAYING:

As soon as the stack is complete, it should be sprayed as per following norms or as fixed by FCI from time to time:

Name of Insecticides	Nature of insecticides	Dosages	Remarks
DELTA METHRIN 2.5% W.P. conforming to BIS Specification No.IS:13457-1992 with upto date amendments/ alternate chemicals as decided in FCI policy.	Contact Poison	Dilution- 40gms/Litre ; Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metre to control insects and avoid cross infestation.	-On stock after every three months. -As prophylactic treatment to dead space, walls & roofs etc, monthly/ as per recommendations.

E. DETERMINATION OF SURFACE:

The surface area of a stack should be calculated for its five sides by applying the formula $2h(L + B) + (L \times B)$. To this 10% should be added as an allowance for inter bag space.

F. SEPARATE STORAGE FOR DIFFERENT COMMODITIES:

As far as possible each commodity should be stored in separate godown. This may not always be possible. But the important rule to remember is that hazardous goods and commodities requiring different storage and preservation methods are to be stored in separate godowns.

G. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:

Before stocks are dusted or sprayed, bags should be brushed as this helps to remove the collected dust, webs, cocoons, eggs etc. that might be sticking to the bags. After fumigation the bags should also be brushed thoroughly to remove dead pest and residue of fumigant.

H. FORTNIGHTLY INSPECTION:

Godowns and stocks should be thoroughly inspected at least once a fortnight. During rains the inspection should be frequent. Inspection should consist of:-

1. Check up godown walls, roof and floor.
2. Check up peripheral, top and bottom layer bags in case of bag storage.
3. Check up of representative sample of each stack.
4. Check up of stocks of different depths/sides in case of bulk storage.

I. DURING INSPECTION IT SHOULD BE ASCERTAINED WHETHER :-

- 1) Proper standard of godown hygiene and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown is in need of any repairs.
- 3) There is any likelihood of damage to stocks due to godown leakage.
- 4) The floor is free from seepage or not.
- 5) There is any heating etc in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) There is any likelihood of damage to stocks on account of excessive moisture.
- 9) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks is warranted.
- 10) There is any damage to stocks due to infestation and, if yes, to what extent.
- 11) There are any stocks warranting immediate disposal for reasons of deterioration.
- 12) The fumigation has been done in time.
- 13) The brushing has been done.
- 14) There is any rat trouble in the godowns.
- 15) There is use of proper dunnage material.

The above are general guidelines to be followed during fortnightly inspection and are not exhaustive. Any other relevant point pertaining to quality and quantity of stocks should also be covered during the inspection.

The observations made during inspection should be recorded. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to D.O Office.

J. FUMIGATION :

In case of infestation, the stocks should be fumigated with Al. Phosphide under Gas Proof covers as per following norms:-

Dosage-3 tablets or 9 gms. per MT of stocks Exposure period:

5-7 days Dosage	Remarks
Fumigation under Gas Proof cover 3 tablet or 9 gms per MT. of stocks	Immediately when the infestation of pests is noticed and pre-monsoon fumigation before the onset of monsoon.

After fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides, if fumigated, under gas proof cover it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed purchased with the Regional Manager concerned.

Pre-monsoon Fumigation of entire stock to be undertaken mandatorily irrespective of infestation level, before onset of monsoon.

Post Fumigation spray to be imparted with Deltamethrin to avoid cross infestation.

The Agency/Contractor will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed of with the prior approval of the Divisional Office and also in the presence of the Authorized Representative of FCI.

K. TREATMENT FOR RAIN AFFECTED STOCKS:

In case of receipt of rain affected stocks of wheat/paddy the contractor/agency shall take necessary salvaging operations and aerate the stocks before stacking.

13. ACTION TO BE TAKEN AT THE TIME OF DELIVERY OF STOCKS:

The movement/ delivery of the stocks shall be done in accordance with the priority given by FCI.

14. BRIEF DISCRIPTION OF WORK:

i. The agency/Contractor shall be responsible for any losses on account of downgradation/ deteriorations of the stocks.

ii. The joint-locking system will be adopted i.e. one set of keys shall be held by the in-charge of the complex of godowns of a particular unit Warehouse Manager / Technical Assistant or any other Official(s) authorized on his behalf and the other set of keys shall be held by the Agency/contractor's authorized representative. The investor shall deploy its personnel to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of investor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the PUNGRAIN in the prescribed records, in addition to deploying workers for preservation of stocks and Watch & ward thereof.

iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason and cause, while the same are in the custody of the contractors, the contractors shall be liable to make good to the PUNGRAIN the value of the goods including, penalties and fines as are leviable by the PUNGRAIN/ FCI for such shortage of damage or loss etc. In addition, if there is any reason for suspicion of collusion of the contractors or his employee in such losses or damage, the PUNGRAIN /FCI at its discretion may levy a penalty as deemed fit. The action taken by the PUNGRAIN /FCI will be final and binding on the contractors.

iv) The agency/contractor shall also ensure receipt/dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the agency / contractor for any default in this regard will be governed as per the instructions / procedure of FCI.

All instructions of FCI as amended from time to time shall be binding on the investor/ contractor.

PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UP KEEP OF HEALTH OF FOODGRAIN STOCKS INGODOWNS BY THE INVESTORS AT WAREHOUSES:

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE INVESTOR IN THE GODOWNS - 10,000 MT CAPACITY AS A UNIT:

.N.	Name of the item/article	Specifications	Approximate Quantity Required
1.	Wooden Crates	As per specifications enclosed of each crate of 5" x 3" in size	34/36 wooden crates per stack i.e. 2448/2592 crates for 10,000 MT capacity. Amendments made in the dunnage policy by the Pungrain/FCI from time to time shall be binding on the Warehouse Service Provider.
2.	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
3.	Beam Scales for	With weights, pans, chains and tripod stand approved	2 sets

	weighment	by Weight and Measures Dept.	
4.	Power sprayers		2 Nos
5.	Moisture meter with printing facilities (calibrated)	Universal Model/ As specified by FCI	1 No: (Consuming Regions) 2 No: (Procuring Regions)
6.	CLTF Covers BIS specification No. 14611 of 2016 with upto date amendments qualifying fumigation retention test as per BIS: 13217-1991 with upto date amendments	Size 32"x21"x17" Average	24 Nos
7.	Sand Snakes	Length 40" with dia of 7"	1600 Nos
8.	Pokers(iron ake)		4
9.	Enamel Plates		4
10.	Sieve set (<u>non-corrosive material</u>)		1
11.	Thermometer (Calibrated)		1
12.	Ladder		1
13.	Bucket	20 Litres Capacity	2
14.	Mug	1 Litre capacity	2
15.	Measuring Glass	100 ml capacity	2
16.	Petridish & Test tube		10 each
17.	Portable Balance With Weight Box (calibrated)		2
18.	Sample Divider		2

19.	Dial Caliper		1
20.	Aluminum Phosphide	Each tablet of 3 grms (for fumigation purpose)	100 Kgs per fumigation for 10,000 MT (maximum 4 rounds of fumigation in a year) i.e. 400 Kgs per year.
21.	Deltamethrin/ alternate chemical and SOP as prescribed by FCI from time to time.	Once in 3 months or after fumigation (for spraying) or as prophylactic treatments to dead spaces, walls & roofs.	Minimum 20 kg per 3month/ as per usages
<p>Adequate quantity of Chemicals shall remain available in Depot for treatment of stocks equivalent to three months, as per the capacity of godown.</p> <p>Alternate chemicals as recommended by FCI/ DFPD would also made be available to preserve the stock.</p>			

MODEL FORM OF BANK GUARANTEE APPLICABLE FOR LEASE PERIOD

This deed of guarantee made this _____ day of _____ between _____ (Name of Bank) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Corporation, a body corporate under the Companies Act, 1956 (Central Act 1 of 1956) and having its Head Office at Anaaj Bhawan, Sector 39 C, Chandigarh (hereinafter referred to as "PUNGRAIN").

WHEREAS M/s..... (hereinafter referred to as „Lessor“) a Company/Firm

registered under _____ (if applicable) and having its registered office at _____ is bound as per clause no. ... of terms and conditions of the contract awarded against E-Tender No.....dated..... vide acceptance letter No.....dated to furnish a Performance Guarantee by way of Bank Guarantee for Rs.....(Rupees...only) @ Rs.....Per MT at the time of execution of Lease Agreement for due performance of all obligations under the said Agreement.

NOW THIS WITNESSETH:

1. That the Surety hereby undertakes to guarantee payment on demand without demur to "PUNGRAIN" and without notice to the lessor the said amount of Rs (Rupees.....) within one week from the date of receipt of the demand from "PUNGRAIN" on presentation of this deed of guarantee .
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Lessor and by dissolution or any change in the constitution of "PUNGRAIN" /Lessor or the surety
3. The Surety shall pay to the "PUNGRAIN" any money so demanded notwithstanding any dispute or disputes raised by the Lessor against "PUNGRAIN" , Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee being absolute and unequivocal.
4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment there under and the Lessor shall have no claim against Surety for making such payment.
5. The Surety further agrees and undertakes that the Guarantee herein contained shall remain in full force and effect during the period of said Lease Agreement and that it shall continue to be enforceable till all the dues of the "PUNGRAIN" under or by virtue of the said Lease Agreement have been fully paid and its claims satisfied or discharged or till "PUNGRAIN" certifies that the terms and conditions of the said Agreement have been fully and properly complied and carried out by the said Lessor.

6. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of "PUNGRAIN" in writing.
7. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs (Rupees...).
8. This guarantee shall remain in force and effective upto.....and shall expire and become ineffective only on written intimation given to the Surety by "PUNGRAIN" for this purpose and in that case this guarantee shall stand discharged.
9. Any forbearance, act or omission on the part of "PUNGRAIN" in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by "PUNGRAIN" to the „Lessor“ shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the written intimation thereof being given to the Surety by "PUNGRAIN" .
10. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under guarantee thereafter.
11. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of(Banker's Name and Seal)