

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED**  
**ANAJ BHAWAN, SECTOR 39-C, CHANDIGARH**

---

**NOTICE INVITING TENDER**

**AVAILING OF WAREHOUSING SERVICES FOR STORAGE OF FOODGRAINS**

- 1.** For and on behalf of the PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (hereinafter called the PUNGRAIN) the Managing Director, PUNGRAIN invites online bids for storage of food grains by PUNGRAIN/FCI under two bid system for re-hiring PEG godowns (also referred as warehouse) constructed under Private Entrepreneur Guarantee Scheme of GOI/ FCI on "Lease only" or "Lease with Services", at the locations/ districts specified hereunder. The warehouses offered for re-hiring on 'lease with services' basis should be registered with WDRA, however, the bidders who have applied for WDRA registration shall also be eligible to participate in the tender provided that the registration process shall be completed within three months from the date of award of work, failing which the contract shall be summarily terminated and Security deposit shall be forfeited. Further, this shall not apply to warehouses to be offered on 'lease only' basis, as registration of such warehouses would be done by the Nodal Agency as per final decision of WDRA/ GOI. Further, the owners of existing PEG godown owners may offer their godowns for re-hiring to PUNGRAIN, as per existing conformity i.e. godowns originally hired on 'lease only' basis must be offered for re-hiring on 'lease only' basis and as such the godowns originally hired on 'lease with services' basis be offered on 'lease with services' basis only.
- 2.** There is a provision of revision of rates by linking it with WPI index in case of godowns hired "With Services". The revision in rates @33% of WPI Change may be made applicable after completion of initial Two years guarantee period. There will be no escalation/revision in the rate of godown hired without services under PEG (lease only).
- 3.** The Godown can be vacated by Pungrain at any time by giving three month notice only. The minimum capacity to be taken on hire shall be 2500 MT. However, the godowns with railway siding facilities would be given preference at the time of hiring. At present, GST is exempted for

the godown offered with lease and services, whereas for lease only godowns GST @18% is applicable.

4. Bids submitted through GeM portal will only be considered for further process. The tendering process shall be carried out only on Government e-Market place (GeM), the Public Procurement Portal of Government of India. No hard copy/ physical form of tender bid shall be accepted, prior to opening of technical bid.
5. Tender documents containing terms and conditions can be downloaded from <https://gem.gov.in/>. The Tender completed in all respects duly filled in and signed by the tenderer or his authorized representative with stamp/seal of the Company or individual would be accepted online till date 03.05.2023 at 10:00 AM and online Technical Bid will be opened on date 03.05.2023 at 10:30 AM in the presence of the tenderer or his authorized agents (who may wish to be present at their own expenses), by duly constituted committee of officers.
6. The tentative locations, where warehouses are required, along with required capacities are as following:

Sr. No.	Revenue District	Centre/ Location	Tentative Capacity required (in MTs)
1	Amritsar	Bharariwal	60,000
		Rayya	10,000
2	Bathinda	Rampuraphul	10,000
3	Fatehgarh Sahib	Sirhind	5,000
4	Fazilka	Abohar	10,000
5	Gurdaspur	Dhariwal	21,500
	TOTAL		1,16,500

**Note:**

- i) The above capacity is tentative. PUNGRAIN/ FCI reserves its right to increase/ decrease the same at any point of time without any prior notice or assigning any reason thereof.
  - ii) Actual takeover of godowns will happen, as per directions of FCI, based on requirement.
7. Bidders must deposit the EMD @ Rs. 20 per MT for the capacity offered by them. The transaction details or receipt of remittance of EMD be submitted along with the bid. The Bank A/c details of PUNGRAIN are as follows:-

<b>Name of Beneficiary</b>	Managing Director, PUNGRAIN E-Tender
<b>Bank Name</b>	State Bank of India
<b>Bank Branch Address</b>	SME Branch, Sector 68, Mohali.
<b>Account No.</b>	39341825856
<b>IFSC Code</b>	SBIN0007884

The transaction details of remittance of EMD to Pungrain's A/c should be filled at the appropriate place in the tender.

- 8.** For details of process of online submission of bid, conditions of qualification, documents to be submitted, EMD and Security deposit bidders should go through the tender terms and conditions thoroughly. It is understood that the tenderer has gone through all the terms and conditions before submitting his tender.
- 9.** The tenderer shall furnish all the details as prescribed in the Tender form. The details of the godown as per the criteria should be furnished adequately and the selection will be based on suitability of the godown for the intended purpose.
- 10.** The Tender should be signed by the warehouse service provider or the authorized signatory with appropriate power of attorney under the signature of firm/proprietor/owner.

#### **11. Security Deposit**

- a.** The successful bidder shall have to deposit Security Deposit equivalent to a sum of INR 50/- per MT (for godowns offered for rehiring on 'lease only' basis) and INR 100/- per MT (for godowns offered for rehiring on 'lease with services' basis) for full storage capacity/ hired capacity of the godown in the form of separate irrevocable and unconditional bank guarantee on non-judicial stamp paper and cash deposit in a ratio of 4:1, within 7 days of award of tender and additional 7 working days may be given by imposing a penalty of 1% of Security Deposit, failing which the contract shall be liable to be cancelled at the risk and cost of bidder and also subject to such other remedies as may be available to PUNGRAIN under the terms of the contract. The above required bank guarantee shall be issued by nationalized/ scheduled commercial bank only in the format prescribed by PUNGRAIN which shall remain valid and enforceable till six months after the

expiry of the hiring period. In case of extension of the period of availing warehousing services, BG should also be extended accordingly. The Bank Guarantee issuing bank shall compulsorily send cover bank guarantee issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's bank i.e. HDFC Bank, Sector 35, Chandigarh (SFMS Code – HDFC0000035):-

- i.** MT760 COV for issuance of Bank Guarantee.
- ii.** MT767 COV for amendment of Bank Guarantee.
- iii.** Issuing bank shall mention PUNGRAIN beneficiary code "MDPMSCX" in field 7037 of MT760 COV/ MT767 COV.
- iv.** PUNGRAIN beneficiary code will be MDPMSCX.

- b.** The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original bank guarantee.
- c.** BANK GUARANTEE submitted without these details shall not be accepted.

**12.** After evaluating the Technical Bid of all the parties considered fit, the financial/price bid of technically qualified parties will be opened on date & time to be fixed subsequently, in the presence of the concerned tenderers/authorized representatives who may wish to be present at their own expenses.

**13. Financial/ Price Bid**

**a. Godowns "with services":-**

The rate should be quoted in the Price Bid in Rs..... P..... (Rupees..... and paise ..... only) as storage charge (Lease with Services) per Quintal (excluding GST, as applicable) of food grains/sugar etc. per month including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems, CCTV cameras, firefighting equipments/ buckets and associated man power for all warehousing operations. This should be inclusive of property tax, minor/ major maintenance of roads and buildings, water and electrical installations and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.

**b. Godown "without services":-**

The rate should be quoted in the Price Bid in Rs..... P..... (Rupees..... and paise ..... only) as storage charge (Lease Only) per Quintal of food grains/ sugar etc. (Excluding GST as applicable) per month including ancillary facilities such as office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room, lorry weighbridge, computer systems, CCTV cameras and firefighting equipments/ buckets for all warehousing operations. (This should be inclusive of property tax, minor/major maintenance of roads and buildings and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.).

**14.** The bidder shall submit following documents with respect to the land of the Godown:

- a.** In case of owned land, the bidder must submit a certified copy of respective revenue records along-with purchase/ transfer deed, as the case may be.
- b.** In case of Lease, the residual lease should be comprehensive and irrevocable in favor of the bidder and for a period of minimum five (5) years from date of rehiring. The bidder must submit a certified copy of the registered lease agreement. An undertaking for the same has to be furnished by the bidder at the time of submission of bid on stamp paper. EMD of such bidder shall be forfeited in case of failure to acquire the warehouse and submit the lease documents to PUNGRAIN within 15 days. The location/site of the warehouse should be informed at the time of submission of bid and no change is to be allowed thereafter. In such a condition, the guarantee of warehouse shall commence from date of completion of all the formalities including submission of lease documents by the bidder.
- c.** In case land is owned by a partner in partnership firm, in that case either the land owned by partner of the firm have been contributed for the business of the partnership firm or have been irrevocably leased out to the firm for a minimum period of five years. The bidder must submit a certified copy of respective lease or contribution of land to the business of firm, as the case may be.

- 15.** The minimum capacity to be taken on hire shall be 2500 MTs (50000 bags of 50 Kg each). The initial period of hiring shall be two years extendable by another one year at the same terms and conditions at the sole discretion of PUNGRAIN. The godown can be vacated by Pungrain at any time by giving three months' notice only. However, in addition to the above provision, partial capacity of the offered godown of "Lease with Services" under Scheme can be hired subject to the following conditions.
- a.** Partial capacities may only be hired in consuming regions.
  - b.** Further, the partial capacities offered only on 'Lease with services' can be considered.
  - c.** That the partial godown offered under PEG to Pungrain should be a separate shed with 'Lock & Key' exclusively for storing the stocks of PUNGRAIN. Stocks other than that of Pungrain are not to be allowed for storage in Sheds offered to Pungrain.
  - d.** The bidder shall ensure the safety & security in terms of both quality and quantity of Pungrain stocks at all the times.  
Further, storage of commodities which may cause contamination of foodgrains like cattle feed, fertilizer, chemicals, cement etc shall not be allowed in the other/remaining sheds of the godown.
- 16.** The Tender rate and offer shall remain open for acceptance for a minimum period of 45 days from the date of opening of financial/price bid which shall be extendable for another 45 days at the discretion of Pungrain and on mutual consent thereafter.
- 17.** The tenderer shall give full and correct address including e-mail address for easy correspondence and notify any change then and there to the office concerned.
- 18.** The tenderer before submitting the tender should upload proper documents in the concerned bid properly duly signed & stamped.
- 19.** Conditional tenders will not be considered for acceptance.
- 20.** Pungrain will not be held responsible for any rejection based on inadequate information.
- 21.** Pungrain reserves the right to accept or reject any of the tender received without assigning any reason.
- 22.** Tenders which do not fulfill any of the conditions or incomplete in any respect shall be summarily rejected.

- 23.** Pungrain would be at liberty to reject any or all the proposals at any point of time, if the ownership of the godown and encumbrance etc. are found to be doubtful or improper.
- 24.** The Tenderers should sign & seal (Stamp) all the pages of the tender form and all the documents produced.
- 25.** Negotiations will be held with the tenderer to bring the rate at or below the ceiling rate i.e. the latest existing godown-wise payable rate (exclusive of GST), to be referred as ceiling rate.
- 26.** The hiring of godowns shall be subject to laws of the land, rules, guidelines, instructions etc. issued by Food Corporation of India / Govt. of India / State Govts/ Pungrain etc amended from time to time and the bidder shall be fully responsible for due compliance thereof.
- 27.** The Decision of Competent Authority i.e Managing Director PUNGRAIN will be binding on all tenderers.

Managing Director, PUNGRAIN

**Security Declaration**

**Date:** \_\_\_\_\_

**Tender No.** PEG/Rehiring/2/2023

To

Managing Director, PUNGRAIN

I/We (Name, address).....

.....,  
declare that I/We, am/have read the terms and conditions of the tender carefully and hereby declare that I/ we will not resile or withdraw or modify my/ our Bid during the period of bid validity or before award of contract, whichever is earlier and if I/we commit breach of the aforesaid declaration, I/We may be disqualified from bidding for any contract with PUNGRAIN for a period of one year from the date of the disqualification order issued by PUNGRAIN.

Date:

Place:

(-----)

Signature of the Applicant  
Name, Address & Seal of the applicant

\_\_\_\_\_

Signed:

(Capacity in which Signing)

(Note: In case of a joint venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid)



**PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED**  
**ANAJ BHAWAN, SECTOR 39-C, CHANDIGARH**

---

Cost of tender participation (non-refundable): **No tender fee**

**A. INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS FOR REHIRING GODOWNS CONSTRUCTED UNDER PRIVATE ENTERPRENEURS GUARANTEE (PEG) SCHEME.**

**Tender No.:** PEG/Rehiring/2/2023

**Date:** 22.04.2023

Last date for online submission of Tender is 03.05.2023 at 10:00 AM  
Technical Bid will be opened online on 03.05.2023 at 10:30 AM in the office of PUNGRAIN, Anaj Bhawan, Sector 39-C, Chandigarh.

**NOTE:** If the date fixed for opening the Tender is subsequently declared as holiday the tenders will be opened on the next working day following the holiday but there will be no change in time and venue for opening as indicated above.

- B.** Date of opening of Price Bid of only technically qualified Tenderers shall be intimated online.
- C.** The Tender rate and offer shall remain open for acceptance for a minimum period of 45 days from the date of opening of financial/ price bid which shall be extendable for another 45 days at the discretion of PUNGRAIN and on mutual consent thereafter
- D.** The Managing Director, PUNGRAIN, reserves the right to reject any or all Tenders without assigning any reason.

**NOTE:**

Tender documents may be downloaded from <https://gem.gov.in/>. Suppliers who have not enrolled/registered should enroll/register before participating through the website <https://gem.gov.in/>. Bidders are advised to go through instructions provided on the GeM portal for submission of Bid.

Instructions for Online Bid Submission:

The bidders are required to submit their bid documents and supporting documents as per instruction on the GeM Portal. More information useful for submitting online bids may be obtained at: <https://gem.gov.in/>.

**REGISTRATION:**

1. Bidders are required to register on the GeM e-Procurement module (URL <https://gem.gov.in/>).

2. As part of the enrolment registration process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.

**SEARCHING FOR TENDER DOCUMENTS:**

- A. There are various search options built in the GeM Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the GeM Portal.
- B. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

**PREPARATION OF BIDS:**

- A. Bidder should take in to account any corrigendum published on the tender document before submitting their bids.
- B. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- C. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document. Bid documents shall be scanned legibly with 100 dpi with black and white option.

**SUBMISSION OF BIDS:**

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. Bidder should deposit the EMD as per the instructions specified in the tender document. The details of the EMD should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise, the uploaded bid will be rejected.
3. Bidders are requested to note that they should necessarily submit their

financial bids/rates in GeM Portal only and quoting price bid/rates at any other place/format is not acceptable. The bidder should also submit the Declaration of Price Bid as per Annexure-C.

4. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

**ASSISTANCE TO BIDDERS:**

- A. The bidders can seek clarification upto 3 working days before last date of submission of tender. The concerned office shall furnish reply at least 24 hours before the bid submission time.
- B. Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to the GeM Portal Helpdesk. The contact number for the helpdesk is 1800-419-3436.
- C. The Pre-bid briefing will be held in the office of Managing Director, PUNGRAIN at Anaj Bhawan, Sector 39-C, Chandigarh on 25.04.2023 at 03:30 PM, wherein the instructions and the manner in which the tenders are to be submitted and the rates to be quoted will be explained. Tenderer, who wish to be present may do so at their cost and expenses at the fixed date, time and venue.

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED**  
**ANAJ BHAWAN, SECTOR 39-C, CHANDIGARH**

---

**TENDER FORM**

**Managing Director, PUNGRAIN, Chandigarh**

To

Sh./ Ms. ....

.....

.....

Dear Sir,

For and on behalf of the PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (hereinafter called the PUNGRAIN) the Managing Director, PUNGRAIN invites online bids under two bid system for rehiring PEG godowns (also referred as warehouse) constructed under Private Entrepreneur Guarantee Scheme of GOI/ FCI on "Lease only" or "Lease with Services", at the locations/ districts specified in NIT.

The warehouses offered for rehiring on 'lease with services' basis should be registered with WDRA, however, the bidders who have applied for WDRA registration shall also be eligible to participate in the tender provided that the registration process shall be completed within three months from the date of award of work, failing which the contract shall be summarily terminated and Security deposit shall be forfeited. Further, this shall not apply to warehouses to be offered on 'lease only' basis, as registration of such warehouses would be done by the Nodal Agency as per final decision of WDRA/ GOI.

There is a provision of revision of rates by linking it with WPI index in case of godowns hired "With Services". The revision in rates @33% of WPI Change may be made applicable after completion of initial Two years guarantee period. There will be no escalation/revision in the rate of godown hired without services under PEG (lease only).

Managing Director, PUNGRAIN

**BRIEF DESCRIPTION OF WORKS:**

The tenderer offering PEG godown on 'lease only' basis shall provide warehouses for storage of foodgrains, whereas, the tenderer offering PEG godown for rehiring on 'lease with services' basis shall provide the warehouse for storage of food grains along with Preservation, Maintenance & Security (PMS) operations at the locations indicated above as per terms & conditions enclosed in Annexure-A. The tenderer must get himself fully acquainted with the working of PUNGRAIN in respect of offering warehousing services to PUNGRAIN before submission of tender and rates quoted by them. The contract, if any, which may eventuate from this tender shall be governed by stipulations as given in this tender form and it's Annexures.

The owners of existing PEG godown owners may offer their godowns for rehiring to PUNGRAIN, as per existing conformity i.e. godowns originally hired on 'lease only' basis must be offered for rehiring on 'lease only' basis and as such the godowns originally hired on 'lease with services' basis be offered on 'lease with services' basis only

**A. INSTRUCTIONS FOR SUBMITTING THE TENDER:****(a) INFORMATION ABOUT TENDERERS:**

The tenderers must furnish full, precise and accurate details in respect of information asked for in the technical bid form of tender.

**(b) SIGNING OF TENDER:**

- (i) Person(s) signing the tender shall state in what capacity he is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be furnished along with the tender. In case of Limited Company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.
- (ii) The person signing the tender, or any document forming part of the

tender, on behalf of another, or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the PUNGRAIN under the contract and law and the Earnest Money Deposit paid by him/her shall be forfeited. The hard copy of Power of Attorney will be submitted by the successful tendered at the time of awarding the contract.

- (iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The entire tender document must also be signed on each page by the authorized person. The power of Attorney duly signed should be Scanned and uploaded along with tender documents.

**(c) EARNEST MONEY:**

- i. Each Tender must be accompanied by an Earnest Money Deposit (EMD) @ Rs.20/- per MT of the capacity offered by the tenderer must be submitted electronically through NEFT/ RTGS/ other electronic means from any scheduled bank by the tenderers in the Bank A/c of Pungrain, transaction details of remittance of EMD and Tender fees to Pungrain's A/c should be filled at the appropriate place in the tender.

In case of NEFT/RTGS/other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid. Technical Bid not accompanied by Earnest Money Deposit (EMD) shall be summarily rejected.

- ii. The Earnest Money shall be liable for forfeiture, if the tenderer after submitting his tender resiles from or modifies his offer and/or the terms & conditions there of in any manner even if PUNGRAIN has not suffered any loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender inconsideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of tenderer's failure to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the PUNGRAIN under the contract and law. The earnest money will be returned

to all unsuccessful Tenderers without interest as soon as practicable possible after decision on tenders and to successful tender after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.

**(d) SECURITY DEPOSIT:**

- i. The successful bidder shall have to deposit Security Deposit equivalent to a sum of INR 50/- per MT (for godowns offered for rehiring on 'lease only' basis) and INR 100/- per MT (for godowns offered for rehiring on 'lease with services' basis) for full storage capacity/ hired capacity of the godown in the form of separate irrevocable and unconditional bank guarantee on non-judicial stamp paper and cash deposit in a ratio of 4:1, within 7 days of award of tender and additional 7 working days may be given by imposing a penalty of 1% of Security Deposit., failing which the contract shall be liable to be cancelled at the risk and cost of bidder and also subject to such other remedies as may be available to PUNGRAIN under the terms of the contract. The above required bank guarantee shall be issued by nationalized/ scheduled commercial bank only in the format prescribed by PUNGRAIN which shall remain valid and enforceable till six months after the expiry of the hiring period.
- ii. The Bank Guarantee issuing bank shall compulsorily send cover bank guarantee issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's bank i.e. HDFC Bank, Sector 35, Chandigarh (SFMS Code – HDFC0000035):-
  - MT760 COV for issuance of Bank Guarantee.
  - MT767 COV for amendment of Bank Guarantee.
  - Issuing bank shall mention PUNGRAIN beneficiary code "MDPMSCX" in field 7037 of MT760 COV/ MT767 COV.
  - PUNGRAIN beneficiary code will be MDPMSCX.
- iii. The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original bank guarantee.
- iv. BANK GUARANTEE submitted without these details shall not be accepted.
- v. In case of extension of the period of availing warehousing services, BG should also be extended accordingly.
- vi. If the successful tenderer had previously held any contract and

furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

**(e) DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER:**

- i. Earnest money together with the self-attested copies of the documents as mentioned in Annexure 'B' are to be annexed with Technical Bid only. No documents are to be enclosed with the Price Bid (Annexure-'C').
- ii. The tender document should be uploaded on the website including invitation to tender intact, without detaching any page or pages duly filled/complete and signed on each page of tender form.
- iii. The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filed or registered with the. The detailed check list of documents to be submitted is given in Annex.-'D'.

**(f) DELIVERY OF TENDERS:**

- (i) The tender shall be submitted in two parts, viz., technical bid and Price bid. Tenders which do not comply with this instruction shall be summarily rejected.
- (ii) All supporting documents including tender documents have to be scanned and uploaded in the technical Bid. Price Bid as per Annexure 'C' has to be scanned and uploaded at the requisite place in the GEM Portal.
- (iii) Technical Bid shall be accompanied by earnest money @ Rs.20/- per MT of the capacity offered by the tenderer must be deposited electronically through NEFT/ RTGS/ other electronic means from any scheduled bank by the tenderers in the Bank A/c of PUNGRAIN, details of which are as follows:

<b>Name of Beneficiary</b>	Managing Director, PUNGRAIN E-Tender
<b>Bank Name</b>	State Bank of India
<b>Bank Branch Address</b>	SME Branch, Sector 68, Mohali.
<b>Account No.</b>	39341825856
<b>IFSC Code</b>	SBIN0007884

- (iv) All credentials, documents & copies of certificate/information called for should be submitted as per tender form with the technical bid.
- (v) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration erasers or overwriting will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.



**(g) OPENING OF TENDERS AND BID EVALUATION CRITERIA:**

- I. The Technical Bid will be opened Online in the Committee room of office of PUNGRAIN, Sector-39 C, Punjab at the date & time indicated in GeM portal. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tender at their own expenses.
- II. Scrutiny of the technical bid shall be done by committee of PUNGRAIN or any agency as deemed necessary based on the documents submitted alongwith the bid. Necessary clarification if any required by the PUNGRAIN shall be furnished by the tenderer within the time given by the PUNGRAIN for the same. The PUNGRAIN is at liberty to verify any or all documents submitted by the tenderer, even by referring to third parties. However, no additional documents shall be allowed to be submitted after submission of the bid.
- III. After successful scrutiny/ verification of documents submitted along with the Bid, Physical Verification of the warehouse with respect to the location and design and drawing provided with the bid, shall be carried out by the committee of Pungrain, as part of the technical evaluation process.
- IV. For the said purpose of inspection/ physical verification of godown, a joint committee of officials of PUNGRAIN & FCI shall be constituted. Based on the physical verification/ inspection report received in prescribed formats (Part B & Part C attached to the Annexure B of the tender), the evaluation of technical bid would be completed.
- V. After evaluating the Technical Bid of all the parties, the Price Bid of only technically qualified parties will be opened on date & time to be fixed subsequently, in the presence of the concerned tenderers/authorized representatives who may wish to be present at their own expenses.

**(h) CORRUPT PRACTICES:**

Any bribe, commission, advantage offered or promised by or on behalf of the tenderer to any Officer or official of the PUNGRAIN/FCI shall (in addition to any criminal liability which the tenderers may face) debar his tender from being considered. Canvassing on the part or on behalf of the tenderer will also make his tender liable to rejection.

**(j) ACCEPTANCE OF TENDER:**

The Managing Director, PUNGRAIN, Sector-39 C, Punjab reserves the right to reject any bids without assigning any reason thereof and does not bind himself to accept the lowest or any tender. The successful tenderer will be intimated about the acceptance of his bid through online portal/email for formal acceptance of tender. Upon awarding the tender, the successful tenderer shall execute agreement with PUNGRAIN as per applicable Model Agreement available at Annexure E/F.

Yours faithfully

Managing Director, PUNGRAIN

**TERMS & CONDITIONS FOR AVAILING WAREHOUSING SERVICES FOR STORAGE OF FOODGRAINS**

- 1.** The Scheme is applicable only for the warehouses already constructed/available in the State of Punjab under the PEG scheme of GOI/ FCI.
- 2.** The minimum capacity to be taken on hire shall be 2500 MTs (50000 bags of 50 Kg each), however, for hilly area, it shall be 1670 MT. The initial period of hiring shall be two years extendable by another one year at the same terms and conditions at the sole discretion of Pungrain. The godown can be vacated by Pungrain at any time by giving three months' notice only.

However, in addition to the above provision, partial capacity of the offered godown of "Lease with Services" under Scheme can be hired subject to the following conditions.

- i. Partial capacities may only be hired in consuming regions.
- ii. Further, the partial capacities offered only on 'Lease with services' can be considered.
- iii. That the partial godown offered under PEG to Pungrain should be a separate shed with 'Lock & Key' exclusively for storing the stocks of PUNGRAIN. Stocks other than that of Pungrain are not to be allowed for storage in Sheds offered to Pungrain.
- iv. The bidder shall ensure the safety & security in terms of both quality and quantity of Pungrain stocks at all the times.

Further, storage of commodities which may cause contamination of foodgrains like cattle feed, fertilizer, chemicals, cement etc. shall not be allowed in the other/remaining sheds of the godown.

- 3.** The warehouse should have been scientifically constructed on elevated area and storage worthy for foodgrains to the satisfaction of PUNGRAIN.
- 4.** There should be proper approach road upto the warehouses from the main highway. Similarly, there should be adequate internal roads to facilitate easy movement of trucks.
- 5.** There should be an Electronic Lorry Weighbridge (ELWB) of atleast 60 MT or above within the premises in the warehouse.
- 6.** Godown owner shall provide following hardware for Depot Online System (DoS):

**a. For Warehousing Services to be availed on "Lease with Services"**

**Average Hardware Requirement**

- i. Desktop for reporting purpose based on volume of operations, the minimum requirement is mentioned below considering austerity measures:-

<b>Capacity</b>	<b>Desktop with UPS</b>	<b>Printer</b>
Below 25,000 MT	2	2
25,000MT-50,000MT	3	2
Above 50,000MT	4	2

- ii. In case the ELWBs (electronic lorry weighbridge) are inside the warehouse premises, the Warehouse service provider may club the process of entry at gate with LWB and reduce 1 desktop machine and printer for gate.
- iii. Hand-held devices for real time data capture at source during shed operations and QC operations are to be provided by the warehouse service provider. However, the current DOS operations support mobile browsing and available mobile phone may be used for data entry as per discretion of the warehouse service provider.

<b>Sr. No.</b>	<b>Type of Hiring</b>	<b>Hardware &amp; Software to be provided by</b>	
		<b>Hardware to be provided by Warehouse Service Provider/Nodal agency</b>	<b>Software to be provided by FC</b>
<b>A</b>	<b>Lease with Services</b>	Printer, Tablet with SIM Card, Computer with internet facilities	DoS software (FoC).
<b>B</b>	<b>Lease Only</b>	Printer, Tablet with SIM Card, Computer with internet facilities	DoS software (FoC).

This facility should be provided by the Warehouse Service Provider within one month of taking over the warehouse. Failing which, necessary arrangement shall be made by PUNGRAIN and recovery toward the cost incurred will be made good from the monthly rental bills.

**b. For Warehousing Services to be availed on "Lease only"**

**Above** Hardware & Software shall be provided by PUNGRAIN/ Nodal Agency

**7.** The bidder shall ensure installation of Fire-fighting extinguishers/ buckets/ equipments as per following specifications:

<b>Sr. No.</b>	<b>Capacity of Godown in MTs</b>	<b>No. of fire extinguishers to be installed</b>	<b>No. of fire buckets to be installed</b>
1.	Upto 1500 MT	3	15
2.	Above 1,500 MT & upto 3,000 MT	4	20
3.	Above 3,000 MT & upto 5,000 MT	6	30
4.	Above 5,000 MT & upto 10,000 MT	8	40
5.	Above 10,000 MT & upto 15,000 MT	10	50
6.	Above 15,000 MT & upto 25,000 MT	15	75
7.	Above 25,000 MT	25	125

**Note:**

- i.** The firefighting extinguishers to be installed are strictly required to be of BIS specifications.
- ii.** The installation & location of Fire-fighting extinguishers be made in consultation with local fire officer.
- iii.** A fire alarm be also installed in the office in the godown and safety signs showing no smoking, emergency exit etc. should also be got installed.

**8.** The centers those showing higher Storage loss/Transit Loss may be reviewed by Competent Authority before finalization of tender.

**9.** In case of 'lease with services' godowns, the warehousing service provider/ godown owner shall ensure that the samples of rice and wheat stocks stored in every PEG godown are chemically examined (viz. uric acid, Mycotoxin/ Aflatoxin and pesticide residues of Malathion, Deltamethrin, DDVP & Aluminum Phosphide) as per standards of FSSAI, once in six months with reference date of 01st April and 01st October, from stacks under priority based on capacity of godowns as below mentioned:

<b>Sr. No</b>	<b>Capacity of FSSAI Licensed Depot</b>	<b>No. of Samples to be tested (Minimum)</b>	<b>Remarks</b>
1	Upto 15,000 MT	2	In equal proportion of wheat & Rice.
2	Above 15,000 MT upto 30,000 MT	4	
3	Above 30,000 MT upto 45,000 MT	6	
4	Above 45,000 MT	8	

Note: In case of 'lease only' PEG godowns, this will be done by Nodal Agency.

- 10.** Appropriate nos. of Security cameras (Live feeding) shall be installed in the premises of the warehouse by the Warehouse Service Provider as per attached specifications/ SOP of FCI.

This facility should be provided by the Warehouse Service Provider within one month of taking over the warehouse. Failing which, necessary arrangement shall be made by PUNGRAIN and recovery toward the cost incurred will be made good from the monthly rental bills.

- 11.** Warehouses should have the following supporting facilities:-

- a. Proper drainage.
- b. Boundary wall/fencing.
- c. As given below:
  - In case of "Lease Only" warehouses - Electricity connection, water supply connection, fire-fighting equipment's, functional Toilets with running water etc.
  - In case of "Lease with services" godowns - Working electricity & water connection, toilets, firefighting equipment, QC equipment etc.

The above list is illustrative and not exhaustive.

- 12.** There should be small supporting building to house office, records, chemicals, QC equipment, gunnies and earmarked sitting space for 2 employees of PUNGRAIN.

- 13.** In case of 'lease with services' godowns, there should be proper Watch & Ward arrangement in the premises of proposed warehouse.

- i. The personnel deployed for the Security of the establishment either should be from DGR (Director General Resettlement) empaneled agency /State Home guard etc. or should have undergone training from Government recognized /approved training institute for providing training to the private security personnel.
- ii. Payment of Minimum wages and compliance of other statutory requirement such as EPF, ESI etc. shall be ensured by the warehouse service provider.

**(Not applicable in case of lease only warehouses.)**

- 14.** The Warehouse service provider shall have to acquire comprehensive

insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc. The insurance shall be taken at the latest average acquisition cost available at the FCI website i.e., [www.fci.gov.in](http://www.fci.gov.in) on the date of award of contract/ Renewal of Insurance, as the case may be. Copy of general insurance for indemnifying against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary and misappropriation of stocks, etc. shall be submitted by the warehouse service provider at the time of submission of first bill.

**(Not applicable in case of lease only Warehouses).**

- 15.** It would be ensured by the Warehouse service provider that there is no hindrance while carrying out day to day operations/moving the stocks.
- 16.** The Warehouse Service Provider shall be responsible for annual or casual repairs which is necessary for proper maintenance and storage of foodgrains. The Warehouse Service Provider shall be responsible for day-to-day maintenance of the warehouse/ premises and other allied facilities and any damage to the stock on these counts be recoverable from the Warehouse Service Provider. The Warehouse Service Provider shall maintain all approach roads to the warehouse/ premises in good and motorable condition. The Warehouse Service Provider shall, during the terms of tenancy keep the warehouse/ premises in leak proof and water proof condition and fit in all respects for storage of foodgrains. The Warehouse Service Provider shall carry out at his own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/ premises as may be necessary and make the warehouse/premises fit in all respects for the storage of foodgrains within seven days of the receipt of a notice from the Pungrain. If the Warehouse Service Provider neglects and fails to carry out the necessary repairs then the Pungrain shall have the right to get the repairs done at the cost of the Warehouse Service Provider and the same shall be deducted from the immediate storage charges due to the Warehouse Service Provider and the balance, if any shall be recoverable from the Warehouse Service Providers future storage charges or the security deposit of the Warehouse Service Provider, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/premises are liable to be stopped for adjustment of the repairs executed, expenses etc.

- i. The Warehouse Service Provider shall bear the losses occurred due to fault in roofs, floors, walls, windows etc. till the repairs are carried out.
  - ii. In case, the warehouse/premises become unusable due to structural defects etc. or otherwise (not attributable to the FCI), the payment of the storage charges of the warehouse/premises will be suspended/ will not be paid for the period and capacity, when the same remains out of use for keeping the foodgrains etc.
- 17.** Bids shall be obtained under Two (2) Bid System i.e. Technical and Price Bid. The technical bid will contain ownership, location, storage capacity, distance from nearby PUNGRAIN Warehouses (owned/hired)/Railhead, Income tax Certificate etc. as mentioned in the Technical Bid. Price Bid will contain the rate per Quintal per month as storage charge including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electrical installations and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, and cess etc. excluding GST if applicable.

In the context of GST, it is to clarify that for the Warehousing Services availed with services at present storage and warehousing services in respect of agriculture produce are exempt under GST. However, in case, the same Warehousing Services availed on „lease only“ basis, the same would be subject to GST rate of 18% at present. This will have substantial impact on economics when Warehouse on “lease only” basis are availed and therefore the same needs to be taken into account while finalization of tender.
- 18.** The Pungrain shall avail Warehousing Services on reservation basis for a specified capacity. Stocks received over and above the reserved capacity of the warehouses, no extra charges will be paid to the warehouse service provider. On expiry of the guarantee period, the storage charges shall be paid on actual utilization basis till the stocks are liquidated. The Warehouse shall be vacated maximum within three months from the date of expiry of guarantee period.
- 19.** The Warehouse service provider shall hold all valid licenses issued by the Competent Authority, clear title of property, valid PAN & GSTIN Number



etc. and upto date tax clearance certificate from the concerned authority.

- 20.** The Tender shall be accompanied by an EMD of Rs.20/- per MT of the capacity offered through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of Pungrain.
- 21.** The tenderer is advised to carefully go through the copy of the various clauses in the model agreement (Annexure-'E'), which will have to be signed by him.

<b>Applicable for' Lease with services 'Warehouses.</b>	<b>Applicable for' Lease only 'Warehouses</b>
<p>The Warehouse service provider shall provide all the warehousing facilities at par with CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic &amp; curative treatment, regular repair and maintenance of the warehouse/premises, weighment of the stock, providing electricity &amp; water charges, etc. (List is illustrative and not exhaustive). These facilities shall be part &amp; parcel of the storage charges as agreed. The Warehouse service provider shall keep all the facilities available in the warehouse/premises like weighbridge, fire-fighting equipment, beam scale, CCTV with live feeding, QC equipment's, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to PUNGRAIN without any additional cost other than storage charges as agreed. If the Warehouse service provider fails to provide facilities as</p>	<p>The Warehouse service provider shall provide warehouse and regular repair and maintenance of the warehouse/premises, providing electricity &amp; water facility (Electricity &amp; water charges shall be borne by PUNGRAIN), etc. (List is illustrative and not exhaustive). These facilities shall be part &amp; parcel of the storage charges as agreed. The Warehouse service provider shall keep all the facilities available in the warehouse/premises like <b>weighbridge</b>, drinking water facility, electrical fittings, electricity connection, firefighting equipment, <b>CCTV with live feeding</b>, approach road etc. functional and shall offer Warehouse to PUNGRAIN without any additional cost other than storage charges as agreed. If the Warehouse service provider fails to provide facilities as mentioned above, the PUNGRAIN shall have the right to get the facilities provided at his cost or/and expenses so incurred by the PUNGRAIN shall be together with element of interest thereon, worked out on the basis of diminishing</p>

<p>mentioned above, the PUNGRAIN shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the PUNGRAIN shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the PUNGRAIN at its discretion. The cost or expenses incurred by the PUNGRAIN on Warehouse service provider account would be treated as final, without calling the min question.</p>	<p>balances and in the manner considered fit by the PUNGRAIN at its discretion. The cost or expenses incurred by the PUNGRAIN on Warehouse service provider account would be treated as final, without calling them in question.</p>
--	--

22. The Warehouse service provider shall maintain an inventory requirement of 3months stocks of chemical at any given point of time. The party should have sufficient fumigation covers, sand snakes and other QC equipment like fumigation covers, spray pumps, dunnage material etc. as indicated in the Annexure-I of the terms & conditions attached. Amendments made in the dunnage policy by the PUNGRAIN/ GOI from time to time shall be binding on the Warehouse Service Provider. **(Not applicable in case of "Lease Only" Warehouses).**
23. The Warehouse services provider shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse service provider from the dues payable as per the instructions/guidelines issued by PUNGRAIN from time to time. **(Not applicable in case of "Lease Only" Warehouses).**
24. The warehouse service provider shall be responsible for the Storage losses which are beyond the norms fixed by GoI/FCI and the value of such unjustified losses in storage will be recovered by PUNGRAIN from the dues payable to Warehouse Service Provider at average acquisition cost. **(Not applicable in case of "Lease Only" Warehouses).** The storage loss norms are available at following link:-  
(FCI website link- <https://fci.gov.in/storages.php?view=405>)

- 25.** The Warehouse service provider shall not sub-let the whole or part of the storage space availed by PUNGRAIN in any way. However, PUNGRAIN will have the right to rent out the idle storage capacity to the suitable party.
- 26.** The matter of appointment of Handling and Transport Contractor will be purely on merit vis-a-vis utilizing services of the existing PUNGRAIN Contractor or appointed through tender inquiry by PUNGRAIN on existing MTF for the purpose. The Warehouse service provider shall have no objection for the same.
- 27.** If there is any violation of standing instruction by the warehouse service provider which leads to financial loss to the PUNGRAIN, a notice shall be issued to the service provider to compensate for the losses sustained by the PUNGRAIN within 15 working days of issue of notice. If the service provider does not offer a plausible explanation or pay the money, PUNGRAIN shall be at liberty to recover the amount from the running bills of the service provider. In case the sum available as indicated above is not sufficient to cover the full amount claimed by Corporation, the Warehouse Service Provider shall pay to the PUNGRAIN on demand the remaining balance of the aforesaid amount claimed, failing which the PUNGRAIN shall be at liberty to recover the same from security deposit without prejudice to any other action deemed appropriate by the PUNGRAIN.
- 28.** The successful bidder under lease with services shall obtain FSSAI license for storing of food grains. PUNGRAIN will take necessary steps to obtain FSSAI license for Lease only godowns.
- 29.** The responsibility to comply with all statutory obligations under various Central/State Acts which are in force shall be that of the Warehouse service provider.

SIGNATURE OF THE TENDERER

**SALIENT FEATURES OF QUALITY CONTROL ACTIVITIES WHICH SHALL BE PART & PARCEL OF TERMS & CONDITIONS OF 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 custom. Therefore, before fresh custom is received in the warehouses, the Warehouse Service Provider should be fully prepared to receive it. In this connection, the Warehouse Service Provider should attend to the following points.

- i. Check up the warehouses to ensure that there is no leakage and drainage is in perfect condition.
- ii. Cleanliness and disinfestation of warehouses.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan.
- v. Dunnage.

**2. CARE OF GRAIN DURING STORAGE:**

**A. CLEANLINESS:**

The warehouses should be swept regularly at least twice in a week and kept in neat, tidy and hygienic condition. All webs on the wall roof, alley way & 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 warehouse. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags after thorough cleaning.

**C. AERATION:**

Doors, Windows and ventilators of the warehouses 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:

<b>Name of Insecticides</b>	<b>Nature of insecticides</b>	<b>Dosages</b>	<b>Remarks</b>
Deltamethrin 2.5 % WP with dilution 40 grams per litre.	Contact Poison	Sprayed @3 litres solution per 100 square meter	Once in 90 days.

#### **E. DETERMINATION OF SURFACE:**

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

#### **F. FORTNIGHTLY INSPECTION:**

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

- i. Checkup warehouse walls, roof and floor.
- ii. Checkup peripheral, top and bottom layer bags in case of bag storage.
- iii. Checkup of representative sample of each stack.
- iv. Checkup of stocks of different depths/sides in case of bulk storage.

#### **G. DURING INSPECTION, FOLLOWING SHALL BE ASCERTAINED AS TO WHETHER:-**

- 1) Proper standard of warehouse hygienic and cleanliness is being maintained.
- 2) There are any leakage/cracks and warehouses and in need of any repairs.
- 3) There is any likelihood of damage to stocks due to warehouse leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc.in the stocks.
- 6) The stocks require turnover owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) The grain of bottom layer bags and other bags is dry, if not whether 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 stocks have been dusted on due dates.
- 14) There is any rat trouble in the warehouse.
- 15) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. 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 Divisional Manager of PUNGRAIN.

#### **H. FUMIGATION:**

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

Dosage-3 tablets or 9 grams per MT of stocks Exposure period: 1 week

<b>Dosage</b>	<b>Remarks</b>
Fumigation under Gasproof cover: 3 Tablets or 9 gram per MT of stocks	Immediate fumigation, resorted to as and when infestation of pest is noticed, fumigation is to be imparted as per advice of Quality Control officers/officials

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 operations & stocks should be fumigated again and after exposure period of fumigation the bags and the stacks should be cleaned and brushed thoroughly to remove as hand dead pest & stocks should be sprayed with Deltamethrin to eliminate the chances of any living pest.

The Warehouse Service provider shall purchase all insecticides required for maintaining the health of stocks well in advance. However, Warehouse service provider shall be responsible for disposal of empty insecticide containers as per the procedure laid down in THE INSECTICIDES ACT, 1968 and the Rules framed thereunder.

### **3. PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UPKEEP OF HEALTH OF FOODGRAIN STOCKS IN WAREHOUSES BY THE INVESTERS AT WAREHOUSES:**

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE WAREHOUSE SERVICE PROVIDER IN THE WAREHOUSES-10,000 MT CAPACITY AS A UNIT OR FRACTION/MULTIPLE THEREOF:

<b>Sr No</b>	<b>Name of the item/article</b>	<b>Specifications</b>	<b>Approximate Quantity Required</b>
1	Wooden Crates, Polly Pallets	As per enclosed specifications of each crate of 5"x3" and 5"x2" in size	34/36 wooden crates/ (Poly Pallets per stack for crates size of 5" x 3" and 60 wooden/ Plastic (Poly Pallets) crates per stack for crates size of 5"x2". Amendments made in the dunnage policy by the PUNGRAIN/ GOI 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 weightment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
4	Power Sprayers		2 Nos
5	Moisture meter	Universal model of Digital Moisture meter with printing facility and printer	1 Nos
6	LDPE Polythene Cover	Size 32"x21"x17" Average Thickness 1,000 gauge Weight 52 kg.	12 cover for first 5000MT. And 12 covers for every additional 10,000 MT or part thereof.
7	Sand Snakes	Length 40" with dia. of 7"	1600Nos
8	Pokers (iron make)		4
9	Enamel Plates		4
10	Sieve set		1
11	Thermometer		1
12	Ladder		1
13	Bucket	20 Liters Capacity	2
14	Mug	1 Liter capacity	2
15	Measuring Glass	100 ml capacity	2
16	Aluminum Phosphide	Each tablet of 3 grams (for fumigation purpose)	Pre-Monsoon fumigation shall be mandatorily undertaken by the warehouse service provider for entire stocks stored in the warehouse. In addition, fumigation is to be imparted as and when infestation is noticed.
17	Deltamethrin	Once in 3 months or after fumigation (for spraying)	5 Kg per month

**TECHNICAL BID FORM**

**I. NAME, POSTAL & TELEGRAPHIC ADDRESS, TELEPHONE / FAX/ MOBILE NUMBERS AND E-MAIL ID ETC. OF THE TENDERER:**

---

---

---

---

---

---

---

**II. COMPOSITION OF TENDERER:**

---

---

---

---

(It should be stated whether the tenderer is a proprietorship concern or registered partnership firm or a Limited Company. The name and date of birth of all partners/Directors, Proprietors, should be given. It should be certified that there are no undisclosed partners. In the case of Limited Companies, the authorized and paid up capital should be stated)

**III SCHEDULE OF TECHNICAL BID:**

- a) Duly filled application form as given in Annexure-B/1.
- b) Earnest money deposit (refundable/ adjustable with security deposit after finalization/ acceptance of offer) @ Rs. 20/-per MT of the capacity offered by the tenderer in the form must be submitted electronically through NEFT /RTGS /other electronic means.
- c) Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender.
- d) Copy of the site plan of the warehouse.
- e) Copy of Drawing of the warehouses to scale.
- f) Photograph of the warehouse from all four sides.
- g) Copy of document showing clear title to the property issued by competent revenue authority. However, in case of CPSE / State Government Agency, self-certification to the effect that the CPSE/ State



Government Agency has good and valid title to the property as owner /Lessee/ Allottee etc. shall be acceptable.

- h) Copy of document showing property tax clearance issued by the competent authority, if applicable. However, CPSE/State Government Agency shall be exempted from submission of tax clearance certificate.
- i) Copy of valid PAN Card.
- j) Copy of valid GST Registration, if applicable.
- k) Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.
- l) Name, address & phone No. of Proprietor and all the Partners/Directors of the firm (as the case may be)
- m) Copy of the IT Returns of the tenderer firm for the last one year in case the tenderer is an assessee or Bank Statement of the tenderer for the last financial year.
- n) Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.

Declaration to the effect that tenderer (Warehouse Service Provider) shall comply with all the statutory laws/rules and are in possession /will obtain all necessary licenses from the respective competent authorities for running the warehousing services.

To,

The Managing Director, PUNGRAIN, Punjab.

**Subject: Application for offering warehouse to PUNGRAIN for storage of foodgrains with warehousing facilities at par with CWC/SWC.**

Sir,

**PART A**

I/ we wish to offer my/ our following warehouse(s) along with warehousing facilities at par with CWC to PUNGRAIN for scientific storage of food grains on 'lease only' or lease with services' basis (Strike whichever is not applicable):

<b>Sl. No.</b>	<b>Details</b>	<b>To be filled by the tenderer</b>
<b>1</b>	Name of the warehouse with full address along with telephone, fax No. and e-mail id.	
<b>2</b>	Name of the Warehouse Service Provider with full address along with telephone/mobile no., fax No. and e-mail id.	
<b>3</b>	Details of Municipal survey number/title of property	
<b>4</b>	Total capacity in MT	
<b>5</b>	Total floor space in sq. ft.	
<b>6</b>	No. of units with details of each unit. Unit No. LxBxH (in ft.)	Storage capacity (in MT)
<b>7</b>	No. of pillars in the warehouse with areas of each pillar (NB: In case the pillars in a warehouse necessitate stacking in smaller reduced portions, then the dimensions should be measured and recorded for each portion separately excluding the portion occupied by the pillars) Unit No. LxBxH (in ft.)	Storage capacity (in MT)
<b>8</b>	Details of compartment in each unit. Unit No. Compartment LxBxH (in ft) No.	Storage capacity (in MT)
<b>9</b>	Details of facilities available. (a)Electricity (i)Details of separate electric meters with connected load (ii)Status of electric wiring outside the warehouse. (iii)Status of electric wiring inside the warehouse.	Yes/No

	<p>(iv)No. of light points/plug points provided.</p> <p>(b)Weighbridge:</p> <p>(i)No. of weighbridges.</p> <p>(ii)Capacity of each weighbridge (in MT)</p> <p>(c)Firefighting arrangements:</p> <p>(i)Willingness to install fire extinguishers</p> <p>(d)Adequate drinking water facilities</p> <p>(e)Adequate toilet facilities</p> <p>(f)Office accommodation for PUNGRAIN staff</p> <p>(g)Security</p> <p>Permanent boundary wall</p> <p>Willingness to provide 24 hours security staff (mention no. of security staff per shift)</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
10	<p>Distance of warehouse (in Kms.)</p> <p>(i)From nearest railway Goods-shed</p> <p>(ii)From National Highway</p> <p>(iii)From State Highway</p> <p>(iv)From pucca black topped main road</p> <p>(v)From nearest PUNGRAIN warehouse (own/hired from SWC/CWC)</p> <p>(vi)From nearest mandi procurement point:</p>	<p>Name of the mandi / Purchase centre</p>
11	<p>Condition of the warehouse:</p> <p>(i)Floor: whether cement concrete, stone slabs unplastered brick, kutcha etc.</p> <p>(ii)Roof: whether of tiles, GI sheets, tin sheets cement concrete etc.</p> <p>(iii)Walls: Whether of bricks plastered and white washed, unplastered brick stone etc</p> <p>(iv) Doors: Height and width, whether of wood, tin sheet or iron gribble etc. with condition of structure and material used.</p> <p>(v) Windows /Ventilators: With area of each and indicate whether these are fully protected by doors/ shutters for safe guard against entrance from exterior.</p> <p>(vi)Plinth:</p> <p>(a)Floor height of warehouse:</p> <p>(b)Height from adjacent ground level</p>	
12	Warehouse rated capacity	
13	<p>Condition of roads inside the warehouses:</p> <p>(i) Black topped / metalled</p> <p>(ii) Whether fit for movement of heavy vehicles</p> <p>(iii) No. of trucks which can be accommodated inside</p>	

	the warehouse for loading/unloading at a time.	
14	Year of construction of the warehouse and age of individual units.	
15	Is the warehouse having its independent entrance from security angle?	Yes/No
16	Whether warehouse can be taken on lease in present condition without any repairs?	Yes/No
17	Whether warehouse is being offered on 'lease only' or 'lease with services' basis?	'Lease only' or 'Lease with services'
18	Willingness to provide QC equipment's as per Annexure-I of Terms & conditions (Annex.-A of tender form)	Yes/No
19	Willingness to obtain all necessary licenses from respective competent authorities for running the warehousing services	Yes/No.

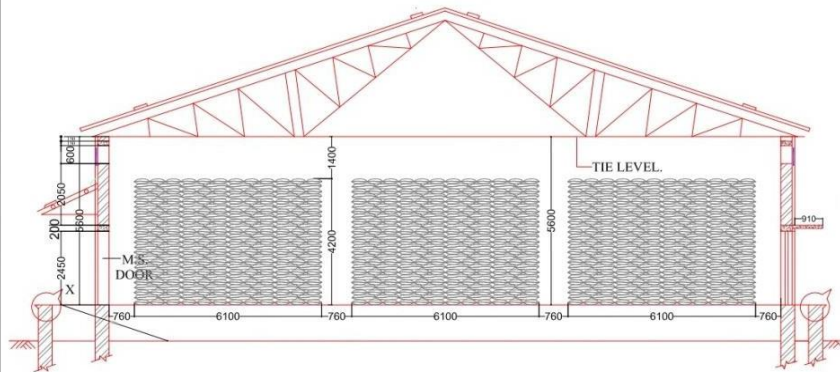
Date:

Place:

(----- )

**Signature of the Applicant Name, Address & Seal of the applicant**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



SECTION-AA

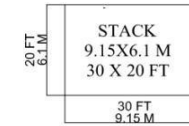


REFERENCE IMAGE

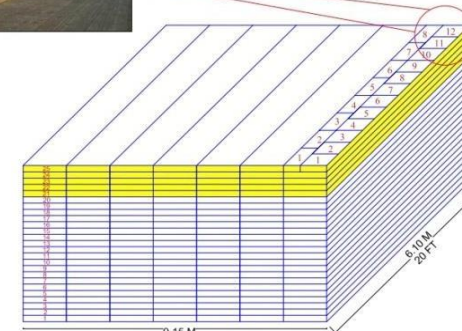


REFERENCE IMAGE

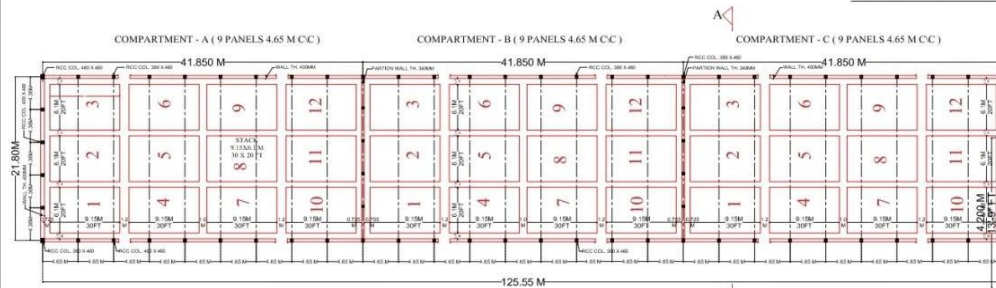
DETAILING OF EACH STACK OF SIZE 9.15MX6.10M							
1 STACK	=	20'	X	30'	=	600.00	SQFT
	=	6.1	X	9.15	=	55.815	SQM
NO OF BAGS IN EACH LAYER OF STACK	=				=	140	BAGS
						(20X7)	
MAXIMUM NO OF LAYERS OF BAGS IN EACH STACK	=				=	25	LAYERS
HEIGHT OF EACH STACK FOR LAYING BAGS IN 25 LAYERS UP TO THE MAXIMUM HEIGHT OF 4.2 M FROM FINISHED FLOOR LEVEL	=				=	4.2	M
TOTAL NO OF BAGS IN EACH STACK (APPROX.) AS PER ACTUAL STACKING OF GRAINS	=				=	3480	BAGS
TONNAGE OF GRAINS IN EACH STACK (APPROX.)	=				=	174	MT
TOTAL NO OF STACK IN EACH COMPARTMENT OF SIZE 41.45X21.340	=				=	12	Nos



PLAN OF STACK



3D VIEW OF STACK



PLAN

@ 27 PANELS @4.65M C.C



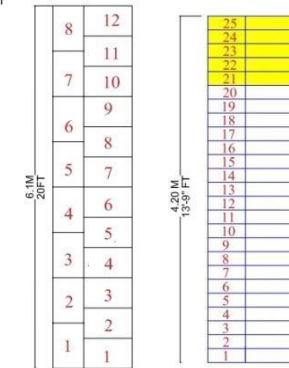
LAYOUT FOR GODOWN COMPLEX  
REFERENCE IMAGES



EXTERNAL VIEW OF GODOWN



INTERNAL VIEW OF GODOWN



PLAN OF BLOCK

ELEVATION OF BLOCK

TENDER DRAWING

NOTES :

1. Considering the clear height of 5.6M, The storage capacity of 174 MT in each stack with maximum 25 layers as per the layout of bags @ 140 bags in each layer.
2. Any reduction in height shall correspondingly reduce the stack height / capacity .
3. The capacity of godown is to be calculated based on the stack size of 9.15MX6.10M with grain tonnage capacity of 174 MT ( Approx.) of each stack.
4. All dimensions are in millimeters unless otherwise specified.
5. This drawing shall be used to access the proposed storage capacity of godown based on the stack size of 9.15mx6.10m with grain tonnage capacity of 174 MT ( approx.) and considering the required passage around each stack as per drawing.

PROJECT:

LAYOUT PLAN FOR GODOWN OF 21.80M SPAN WITH DETAILING OF EACH STACK



SHEET NO:

1

SCALE : NTS

**INSPECTION REPORT OF COMMITTEE OF PUNGRAIN & FCI AFTER OPENING OF THE TECHNICAL BID**

We have checked all the details submitted by the Warehouse Service Provider given in his proposal by making on site verification on \_\_\_\_\_ (date of inspection). After inspection, we are of the opinion that:

- a) Warehouse is WDRA registered/ applied for WDRA registration.
- b) Warehouse Service Provider is in a position to offer services at par with CWC.
- c) Warehouse is secured and stocks of PUNGRAIN can be safely stored here.
- d) Warehouse is well maintained and no other repairs are required in the warehouse in the present condition.
- e) Distance of Warehouse from nearest PUNGRAIN Owned/hired warehouse (SWC/CWC) /railhead.
- f) The design and drawing of stack plan submitted by the bidder has been verified and the capacity of the warehouse is\_\_\_\_\_. (In case of variation in the capacity declared by the Bidder and the verified capacity, specific remarks to be given and capacity of the warehouse to be stated accordingly).
- g) Other remarks, if any

---

---

---

---

---

Place:  
Date:

Name & Designation of Committee Members

**RECOMMENDATION OF DISTRICT MANAGER, PUNGRAIN & FCI**

I have examined all the details submitted by the Warehouse Service Provider in his proposal and I have also examined the report of the three-member committee. Further,

- (a) I agree with the Report of the three-member committee.
- (b) I certify that warehousing services being availed are as per requirement/need of my division.
- (c) I certify that warehouse will be de-hired as soon as possible.
- (d) I certify that all the established procedure/codal formalities are fulfilled while hiring the warehouse under reference.

Place:

Date:

Name & Sign of the concerned  
Divisional Manager, FCI &  
District Manager, PUNGRAIN

**DECLARATION FOR PRICE BID**

To

Managing Director, PUNGRAIN.

Dear Sir,

I/we, submit the price bid on GeM for offering my warehouse to Pungrain for storage of foodgrains along with warehousing facilities at par with CWC/ at \_\_\_\_\_(name of the location).

2. I/We have thoroughly gone through and understood instructions to tenders, terms & conditions of contract given in the invitation to tender and those contained in the Tender Form its annexures 'A' to 'E' and agree to abide by them. **(please tick appropriate option)**

**(For warehouses offering with Service.)**

3. I/We hereby have quoted the rates in GeM Portal as storage charge per Quintal per month including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. (This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electricity charges and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST if applicable.

OR

**(For warehouses offering without Service.)**

I/We hereby have quoted the rates in GeM Portal as storage charge Per Quintal per month including ancillary facilities such as office room, toilets, water tank /drinking water, labour rest shed, electric room, pump room, lorry weighbridge, Computer System for all warehousing operations. (This should be inclusive of property tax, minor/ major maintenance of roads and buildings, water and electricity facility and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.)



excluding GST as applicable.

4. I/We shall be bound by the communication of acceptance of the offer dispatched within the time and I/We also agree that if the date up to which the offer would remain open be declared as a holiday for the PUNGRAIN, the offer will remain open for acceptance till the next working day.

5. As required, no documents are being enclosed with price bid. RTGS/ NEFT no. \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ (name of the Bank) for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is enclosed with the technical bid as earnest money. In the event of my tender being accepted, I/We agree to furnish a security deposit of \_\_\_\_\_ by \_\_\_\_\_.

6. I/We do hereby declare that the entries made/information submitted In the tender and its annexures 'A' to 'G' are true and also that we shall be bound by the act of my/our duly constituted attorney, Shri \_\_whose signatures are appended hereto and of any other person who in future may be appointed by me/us in his capacity to carry on the business of the concern whether any intimation of such change is given to the MD, PUNGRAIN or not.

7. I/We agree to keep the offer open for acceptance upto and inclusive of \_\_\_\_\_ And to the extension of the said date by 45 days in case it is so decided by the MD, PUNGRAIN and on mutual consent thereafter.

Yours faithfully,

( )

Signature of Tenderer With Complete Address

(Capacity in which Signing)

**LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:**

<b>Sl. no.</b>	<b>Details</b>	<b>Submitted Yes/No</b>
<b>1</b>	EMD for Rs. <u>20</u> /-by way of RTGS/NEFT in bank a/c of PUNGRAIN	
<b>2</b>	WDRA registration certificate/ application for WDRA registration, as the case may be.	
<b>3</b>	Complete tender form with Annexure A, B, C, D, E, F & G duly filled & duly signed on each page by tenderer himself or by authorized signatory of the tenderer firm with following documents duly attested on each page by tenderer himself or by authorized signatory of the tenderer firm.	
<b>(a)</b>	Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender	
<b>(b)</b>	Copy of site plan of the warehouse.	
<b>(c)</b>	Copy of Drawing of the warehouses to scale	
<b>(d)</b>	Photographs of the warehouse from all four sides	
<b>(e)</b>	Copy of document showing clear title to the property issued by competent revenue authority. In case of CPSE/State Government Agency, self-certification to the effect that the CPSE/State Government Agency has good and valid title to the property as owner/Lessee/Allotte etc.	
<b>(f)</b>	Copy of document showing property tax clearance issued by the competent authority. However CPSE/State Government Agency shall be exempted from submission of tax clearance certificate.	
<b>(g)</b>	Copy of valid PAN card.	
<b>(h)</b>	Copy of valid GST Registration. If applicable	
<b>(i)</b>	Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with	

	Registration number.	
<b>(j)</b>	Name, address & phone No. of all the Proprietors/Partners/Directors of the firm (as the case may be)	
<b>(k)</b>	Copy of the IT Returns of the tenderer firm for the last one year in case tenderer is an assessee or bank statement of the tenderer for the last financial year.	
<b>(l)</b>	Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.	
<b>(m)</b>	Declaration to the effect that tenderer (Warehouse service provider) will comply with all Statutory Laws/Rules and are in possession/will obtain all necessary licenses from the respective Competent Authorities for running the Warehousing Services.	

**(For godowns to be rehired on 'lease only' basis)**

**(to be executed on non-judicial stamp paper of appropriate value)**

**MODEL AGREEMENT**

**THIS AGREEMENT IS ENTERED INTO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH, TWO THOUSAND TWENTY-THREE.**

BETWEEN

**Punjab State Grains Procurement Corporation Limited (PUNGRAIN),** Chandigarh, a body corporate/ established under the Companies Act, 1956 (hereinafter referred to as the 'PUNGRAIN' which expression shall, whenever the context so requires or admits, mean include its successors and assignees) having its Head office at Anaj Bhawan, Sector-39 C, Chandigarh through its District Manager, PUNGRAIN, <name of the district>, Punjab, of the First part.

And

\_\_\_\_\_ (name & address of the Godown Owner), (hereinafter called "Godown Owner" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators representatives and successors in office) having its godown namely (name of PEG godown) of (Capacity) MT at (location) of the other part.

**WHEREAS**, pursuant to the bids invited by PUNGRAIN on GeM portal for rehiring of godown and letter of award dated \_\_\_\_\_ issued thereof to the above named godown owner, PUNGRAIN is desirous to hire the above detailed storage space/ godown for utilization/ storage of foodgrains at the godowns by FCI on "Lease only" basis.

Now, this agreement witnesses the following mutually agreed terms and conditions:

- 1.** The contract shall remain in force for a period of 2 (two) years w.e.f. \_\_\_\_\_ (date of start of first storage/ utilization). PUNGRAIN shall have

the liberty to release/ vacate the godowns after the said guaranteed hiring period of 2 (two) years.

**2.** The godown owner shall be responsible to keep the godowns fit for storage of food grains throughout the period of agreement with the PUNGRAIN.

**3.** The terms and conditions of MTF/NIT and its annexures are also treated as part of this agreement and binding on the parties.

**4.** The godown owner shall be responsible for the Annual or Casual repairs considered necessary by the PUNGRAIN for the proper maintenance and storage of stocks. In case of any urgency, PUNGRAIN shall have the option to affect these repairs suo-moto without any notice to the godown owner. The expenditure there of shall be deducted from the Monthly Rent and or from the Security Deposit of the godown owner.

**5.** PUNGRAIN may terminate the contract at any time during its currency, in case the party 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 Godown Owner at their last known place of residence/ business and the Godown Owners shall not be entitled to any compensation or rent or any other payment for the remaining lease period by reason of such termination. In the event of the termination of the contract by PUNGRAIN the Security Deposit of the Godown Owner shall be forfeited. The decision of PUNGRAIN, under this clause shall be final, conclusive and binding on the Godown Owners and shall not be called into question.

**6.** PUNGRAIN shall pay the rent through the Bank nominated by the godown owner during the guarantee period from the date of taking over/ utilization the godown. The rent will be paid within 15 days of submission of the bills on monthly basis by the PUNGRAIN.

**7.** PUNGRAIN shall pay the agreed rent to the Godown Owner from the date of re-hiring of the said godown, as far as possible within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by PUNGRAIN on or before 20th day of every calendar month @ of Rupees \_\_\_\_\_ per month for \_\_\_\_\_ MT (approved capacity), totaling to an amount of Rupees \_\_\_\_\_ per

month and there will be no enhancement of rent during the agreed lease period of 2 (two) years or further extended period, if any.

**8.** PUNGRAIN 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 PUNGRAIN shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease to the Godown Owner.

**9.** The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Godown Owner. The minor day to day repairs shall be carried out by the Godown Owner 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 Godown Owner within the time frame given by the PUNGRAIN through its local representative. Urgent repairs to stop damage to food grains or for the safety or security of PUNGRAIN/ Godown Owner manpower or visitors etc. has to be carried out immediately. In case the Godown Owner delays or fails to do the repairs as above, PUNGRAIN will be at liberty to undertake the work and the expenses will be charged on the rent payable/ Security Deposit. Engine shunting charges, the stamping of the Weigh Bridge by the Weights & Measurements Department and taking up of regular Repairs of the weigh bridge is the Responsibility of the Godown Owner. However, if there is any mechanical problem which needs urgent repair and Godown Owner fails to get it done immediately, it can be done by PUNGRAIN and expenditure so incurred will be charged from the Godown Owner and recovered from the lease rent.

**10.** PUNGRAIN shall permit the Godown Owner's officials/ authorized agents to enter into the premises with or without workmen for inspection and repairs, with permission.

**11.** PUNGRAIN shall pay the electricity charges and water charges as per the bills received from the respective authorities. The Godown Owner 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. The Meter reading for the electricity will be communicated to the PUNGRAIN by the Godown Owner at the time of re-hiring/

taking over of the godown. In case of default in making payment of such taxes and levies, PUNGRAIN will be at liberty to pay the necessary taxes to the concerned authorities and thereafter making recovery from the rent.

**12.** Godown Owner shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local/ Municipal Laws and the Godown Owner shall file necessary returns, pay levies, taxes, Surcharge Fees etc. as applicable and as amended from time to time, if any, to such authorities and or in compliance of statutory provisions and the Godown Owner will be responsible for any fines or penalties imposed for the non-compliance of any such rules.

**13.** PUNGRAIN will be entitled to display its sign board in the scheduled premises on the building as well as at the entrance of such size as the PUNGRAIN may deem fit.

**14.** Godown Owner shall not keep any of his goods or materials in the scheduled property leased to the PUNGRAIN without prior permission of PUNGRAIN.

**15.** If the godown becomes un-storage worthy due to the fault of the Godown Owner or by the act of God or becomes inaccessible to PUNGRAIN due to any other reason, PUNGRAIN is at liberty to vacate the godown at any time without any notice. In such a case no payment or compensation will be payable for the unexpired period of the guarantee period to the godown owner.

**16.** Weighbridge operations will be carried out by PUNGRAIN or any other person/ agency authorised by PUNGRAIN, however maintenance of the weighbridge, periodical certification of the weighbridge by Weights and Measures Department and taking up of repairs of the Weighbridge shall be the responsibility of the Godown Owner. In case the Godown Owner delays or fails to do the repairs as above, PUNGRAIN is at liberty to undertake the work and the expenses will be charged on the rent payable.

**17.** Godown owner must keep the scheduled property duly insured at all times during the agreement period.

**18.** The godown owner shall ensure installation of Fire-fighting extinguishers/ buckets/ equipments as per following specifications:

<b>Sr. No.</b>	<b>Capacity of Godown in MTs</b>	<b>No. of fire extinguishers to be installed</b>	<b>No. of fire buckets to be installed</b>
1	Upto 1500 MT	3	15
2	Above 1,500 MT & upto 3,000 MT	4	20
3	Above 3,000 MT & upto 5,000 MT	6	30
4	Above 5,000 MT & upto 10,000 MT	8	40
5	Above 10,000 MT & upto 15,000 MT	10	50
6	Above 15,000 MT & upto 25,000 MT	15	75
7	Above 25,000 MT	25	125

**Note:**

- (i) The firefighting extinguishers to be installed are strictly required to be of BIS specifications.
- (ii) The installation & location of Fire-fighting extinguishers be made in consultation with local fire officer.
- (iii) A fire alarm be also installed in the office in the godown and safety signs showing no smoking, emergency exit etc. should also be got installed.

**19.** In terms of the contract, during lease/ re-hiring period PUNGRAIN would be at liberty to sub-lease whole or any portion of the godown to any party/ entity for such period, the PUNGRAIN deems fit but not exceeding the agreement period subject to approval of FCI. The sub-lease can be affected by PUNGRAIN without any further permission from the Godown Owner and no additional/ extra payment or compensation will be payable to the Godown owner for such sub-lease.

**20.** Godown owner shall indemnify, defend, and hold harmless PUNGRAIN 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 Godown Owner.

**21.** Godown Owners shall not during the currency of the contract make without the prior approval of the PUNGRAIN, any changes in the constitution of the firm. The Godown Owners shall notify to the PUNGRAIN the death/ resignation/ addition/ alteration the partners/ directors/ owner(s) immediately



on the occurrence of such an event. In absence of such notice/ approval, PUNGRAIN shall have the right to terminate the contract. PUNGRAIN is not liable for any action arising out of change of constitution of the firm. Godown Owner shall not sub-let/ transfer or assign the contract or any part thereof. In the event of the Godown Owners contravening this condition, PUNGRAIN shall be entitled to get the work done from alternative sources/ other firm/ Godown Owner on the Godown Owners account and at the risk and cost of Godown Owners and the Godown Owners shall be liable for any loss or damage which PUNGRAIN may sustain in consequence arising out of such replacing of the contract.

**22.** PUNGRAIN is hiring this space/ godown for keeping FCI and/or its own food grain stocks, however, PUNGRAIN will be free to use these space/ godown for keeping stocks belonging to any other party and no additional charges will be paid to the Godown Owner on this account. While doing so, PUNGRAIN 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 PUNGRAIN will later remove these temporary structures at its own cost.

**23. ACCOUNTS:-** All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf or an officer acting on behalf of Managing Director, PUNGRAIN including the accounts or audit officers. The Godown Owners shall be responsible to produce the same at such time and place as may be directed by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf. PUNGRAIN will have right to prescribe any document, register, record to be maintained by the Godown Owner and Godown Owner will be bound to maintain such documents, registers and records without any additional charges.

**24.** The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. "Law" or "Laws" includes all applicable statutes, enactments, Acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies,

directions, directives, circulars and orders of any Government, statutory authority, court and tribunal in India.

**25. SECURITY DEPOSIT:-**

- a) The security deposit will be refunded to the godown owner on due and satisfactory performance completion of lease and obligations by the Godown Owners under the terms of contract and submission of clear "No Demand Certificates" by the Managing Director, PUNGRAIN subject to such deductions from the security as may be necessary for making up the PUNGRAIN's claim against godown owners within six months from the successful completion of the contract or till the settlement of claims whichever is later.
- b) It is made very clear that no interest is payable on the amount of security deposit lying with PUNGRAIN in any form under the contract.
- c) Decision of the Managing Director, PUNGRAIN as of the amount determined for deduction from the security deposit will be final and binding on the Godown Owners.

**26. SET OFF:**

Any sum of money due and payable to the Godown Owners (including security deposit refundable to him) under this contract may be appropriated by the PUNGRAIN and set off against any claim of the PUNGRAIN for the payment of any sum of money arising out of this contract or under any other contract made by the Godown Owners with the PUNGRAIN.

**27. STATUTORY OBLIGATIONS**

- i. It is the sole responsibility of the Godown Owner to pay up to date due taxes and obtain clearance certificates from the concerned authorities during the contract period.
- ii. The Godown Owner shall be solely responsible to fulfill all the statutory obligations under various Central/ State acts which are in force.

**28. TERMINATION OF CONTRACT**

- i. If at any point of time, it comes to notice of PUNGRAIN that Godown Owner is liable to be disqualified as per terms of this tender, the contract, if awarded, is liable to be terminated forthwith and the Godown Owner shall not be entitled to any compensation by reason of such termination.

Further, PUNGRAIN may, without prejudice to other civil/ criminal remedies, recover all the consequential costs and damages.

- ii.** PUNGRAIN may at any time, by notice in writing terminate the contract without compensation to the service provider in any of the following events-
  - i.** If the Godown Owner being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency act.
  - ii.** If the Godown Owner being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or manager on behalf of the debenture holders is appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or manager.
  - iii.** The contract is also liable to be terminated if the Godown Owner commits breach of any of the terms of the contract and in that event the Godown Owner is responsible and liable for all loss and damage arising out of and as a consequence of such breach.  
Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the PUNGRAIN and provided also the Godown Owner shall be liable to pay to the PUNGRAIN for any extra expenditure he is thereby put to.
  - iv.** If any time during the currency of the contract it is established that any or all of the information provided by the Godown Owner is false, the contract is liable to be terminated without prejudice to any other acts and remedies under the contract/ law.
  - v.** In case of any other untoward event.
- iii.** PUNGRAIN has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving three month notice in writing to the Godown Owner at their last known place of residence/ business and the Godown Owner shall not be entitled to any compensation by reason of such termination.

- iv.** PUNGRAIN may also affect recovery from any other sums then due to the godown owner or which at any time thereafter may become due under this or any other contract with PUNGRAIN. In case the sum is not sufficient to cover the full amounts recoverable, the Godown Owner shall pay PUNGRAIN on demand the entire remaining balance due.
- v.** PUNGRAIN shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Godown Owner and to forfeit the security deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by PUNGRAIN consequent to termination of the contract and/ or in completing the assignment through other means.

**29. DISPUTE REDRESSAL MECHANISM**

**(a) AMICABLE SETTLEMENT/ CONCILIATION**

- i)** Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to agreement between PUNGRAIN and the godown owner, and so notified in writing by either Party to the other Party, in the first instance, the dispute be attempted to be resolved through mutual discussions by the Managing Director, PUNGRAIN or their authorized representative and the godown owner or their authorized representative for amicable settlement, and upon such reference, the said persons shall meet preferably within 10 days & not later than 15 days from the date of reference to discuss and attempt to resolve the Dispute.
- ii)** The parties to the agreement shall use/ put in their best efforts for resolving dispute(s) so arisen promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to said Dispute.
- iii)** Failing conciliation or in case the dispute is not amicably settled as per referred procedure in terms of clause 29 (a), either

Party may refer the dispute to arbitration in accordance with the provisions of Clause 29 (b).

(b) **ARBITRATION**

(i) Any Dispute which is not amicably resolved by conciliation, as provided in Clause 29(a), shall be finally decided by reference to arbitration by a Sole Arbitrator. Such arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The venue/ seat of such arbitration shall be at Chandigarh, and the language of arbitration proceedings shall be English.

(ii) The agreement and the rights/ obligations of the parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder. The work under the contract shall continue during the arbitration proceedings and no payment due or payable to the godown owner shall be withheld on account of such proceedings during the pendency of the Arbitration proceedings.

(C) After expiry of the contractual period, the godown owner can raise any claim with respect to the said contract within three years from the date of termination/ expiry of the contract and where this provision is not complied with, the claims of the godown owner shall be deemed to have been waived and absolutely barred, as such PUNGRAIN shall be discharged of the liability.

**30. FORCE MAJEURE**

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.

This Lease Deed comprises of the Lease Deed and its Schedule.

**31.** Any doubts in interpretation of the terms of this lease deed, the decision of Managing Director, PUNGRAIN shall be final and binding on both the parties.

**32.** PUNGRAIN/ FCI will be free to make as many turnovers as required by it and further, the volume of food grains in storage is likely to fluctuate (increase or decrease) and the monthly rent will be restricted to the capacity actually reserved. No claim for fluctuation in the volume of stored food grains during the currency of the contract will be entertained.

**33.** Godown owner shall abide by the terms of this contract, tender document (no. PEG/Rehiring/2/2023) and instructions issued by PUNGRAIN/ FCI from time to time.

**34.** This agreement sets forth all the covenants and understandings between the parties with respect to the matter herein contained.

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.

For & on behalf of Godown Owner

For & on behalf of PUNGRAIN

Witnesses:

Witnesses:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE-F**

**(for godowns to be rehired on 'lease with services' basis)**

**(to be executed on non-judicial stamp paper of appropriate value)**

**MODEL AGREEMENT**

**THIS AGREEMENT ENTERED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ MONTH, TWO THOUSAND TWENTY-THREE.**

BETWEEN

**Punjab State Grains Procurement Corporation Limited (PUNGRAIN), CHANDIGARH**, a body corporate/ established under the Companies Act, 1956 (hereinafter referred to as the 'PUNGRAIN' which expression shall, whenever the context so requires or admits, mean include its successors and assignees) having its Head office at Anaj Bhawan, Sector-39 C, Chandigarh through its District Manager, PUNGRAIN, \_\_\_ <name of the district> \_\_\_, Punjab, of the First part.

AND

\_\_\_\_\_ (name & address of the Godown Owner), (hereinafter called "Godown Owner" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators representatives and successors in office) having its godown namely \_\_\_(name of PEG godown)\_\_\_ of \_\_\_(Capacity)\_\_\_ MT at \_\_\_(location)\_\_\_of the other part.

**WHEREAS**, pursuant to the bids invited by PUNGRAIN on GeM portal for rehiring of godown and letter of award dated \_\_\_\_\_ issued thereof to the above named godown owner, PUNGRAIN is desirous to hire the above detailed storage space/ godown for utilization/ storage of foodgrains at the godowns by FCI on "Lease with services" basis.

Now, this agreement witnesses the following mutually agreed terms and conditions:

- 1.** The contract shall remain in force for a period of 2 (two) years w.e.f. \_\_\_\_\_ (date of start of first storage/ utilization). PUNGRAIN shall have the liberty to release/ vacate the godowns after the said guaranteed hiring period of 2 (two) years.



- 2.** The godown owner shall be responsible to keep the godowns fit for storage of food grains throughout the period of agreement period with the PUNGRAIN.
- 3.** The terms and conditions of MTF/NIT and its annexures are also treated as part of this agreement and binding on the parties.
- 4.** The godown owner shall be responsible for the Annual or Casual repairs considered necessary by the PUNGRAIN for the proper maintenance and storage of stocks. In case of any urgency, PUNGRAIN shall have the option to affect these repairs suo-moto without any notice to party. The expenditure there of shall be deducted from the Monthly Rent and or from the Security Deposit of the godown owner.
- 5.** PUNGRAIN may terminate the contract at any time during its currency, in case the party 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 godown owner at their last known place of residence/ business and the godown owner shall not be entitled to any compensation or rent or any other payment for the remaining lease period by reason of such termination. In the event of the termination of the contract by PUNGRAIN the Security Deposit of the godown owner shall be forfeited. The decision of PUNGRAIN, under this clause shall be final, conclusive and binding on the godown owner and shall not be called into question.
- 6.** PUNGRAIN shall pay the rent through the Bank nominated by the godown owner during the guarantee period from the date of taking over the godown complex. The rent will be paid within 15 days of submission of the bills on monthly basis by the PUNGRAIN. Bank loan, if required, can be had from any banker at the initiative of the investor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the investor and the PUNGRAIN will give consent if required only to the extent of entering into tripartite agreement with the bank and the investor for payment of rent directly to the bank upon commencement of lease of the godown.
- 7.** PUNGRAIN shall pay the agreed storage charges to the godown owner as far as possible within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by PUNGRAIN on or before 20th day of every calendar month @ of Rupees

\_\_\_\_\_ per month for \_\_\_\_\_ MT (approved capacity), totaling to an amount of Rupees \_\_\_\_\_ per month. There is a provision of revision of rates by linking it with WPI index in case of godowns hired "With Services". The revision in rates @33% of WPI Change may be made applicable after completion of initial Two years guarantee period.

**8.** PUNGRAIN 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 PUNGRAIN shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the godown owner.

**9.** The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the godown owner. The minor day to day repairs shall be carried out by the godown owner 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 godown owner within the time frame given by the PUNGRAIN through its local representative. Urgent repairs to stop damage to food grains or for the safety or security of PUNGRAIN/ godown owner manpower or visitors etc. has to be carried out immediately. In case the godown owner delays or fails to do the repairs as above, PUNGRAIN will be at liberty to undertake the work and the expenses will be charged on the rent payable and Security Deposit. Engine shunting charges, the stamping of the Weigh Bridge by the Weights & Measurements Department and taking up of regular Repairs of the weigh bridge is the responsibility of the godown owner. However, if there is any mechanical problem which needs urgent repair and godown owner fails to get it done immediately, it can be done by PUNGRAIN and expenditure so incurred will be charged from the godown owner and recovered from the lease Rent.

**10.** PUNGRAIN shall permit the godown owner's officials/ authorized agents to enter into the premises with or without workmen for inspection and repairs, with permission.

**11.** The godown owner 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. The

Meter reading for the electricity will be communicated to the PUNGRAIN by the Entrepreneur at the time of taking over possession. In case of default in making payment of such taxes and levies, PUNGRAIN will be at liberty to pay the necessary taxes to the concerned authorities and thereafter making recovery from the rent. Since the godown have been hired with preservation and security etc., the electricity charges and water charges will also be paid by the godown owner.

**12.** The godown owner shall ensure compliance of EPF Act, ESI Act, labour laws and all statutory Acts, Regulations, Rules, Orders and local/ Municipal Laws etc. and the godown owner shall file necessary returns, pay levies, taxes, Surcharge Fees etc. as applicable and as amended from time to time, if any, to such Authorities and or in compliance of statutory provisions and the godown owner will be responsible for any fines or penalties imposed for the non-compliance of any such rules.

**13.** The godown owner shall ensure installation of Fire-fighting extinguishers/ buckets/ equipments as per following specifications:

<b>Sr. No.</b>	<b>Capacity of Godown in MTs</b>	<b>No. of fire extinguishers to be installed</b>	<b>No. of fire buckets to be installed</b>
1	Upto 1500 MT	3	15
2	Above 1,500 MT & upto 3,000 MT	4	20
3	Above 3,000 MT & upto 5,000 MT	6	30
4	Above 5,000 MT & upto 10,000 MT	8	40
5	Above 10,000 MT & upto 15,000 MT	10	50
6	Above 15,000 MT & upto 25,000 MT	15	75
7	Above 25,000 MT	25	125

**Note:**

- i.** The firefighting extinguishers to be installed are strictly required to be of BIS specifications.
- ii.** The installation & location of Fire-fighting extinguishers be made in consultation with local fire officer.
- iii.** A fire alarm be also installed in the office in the godown and safety signs showing no smoking, emergency exit etc. should also be got installed.

**14.** The godown owner shall ensure that the samples of rice and wheat stocks stored in every PEG godown are chemically examined (viz. uric acid, Mycotoxin/

Aflatoxin and pesticide residues of Malathion, Deltamethrin, DDVP & Aluminium Phosphide) as per standards of FSSAI, once in six months with reference date of 01st April and 01st October, from stacks under priority based on capacity of godowns as below mentioned:

Sr. No	Capacity of FSSAI Licensed Depot	No. of Samples to be tested (Minimum)	Remarks
1	Upto 15,000 MT	2	In equal proportion of wheat & Rice.
2	Above 15,000 MT upto 30,000 MT	4	
3	Above 30,000 MT upto 45,000 MT	6	
4	Above 45,000 MT	8	

**15.** PUNGRAIN will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance of such size as the PUNGRAIN may deem fit.

**16.** Godown owner shall not keep any of his goods or materials in the scheduled property leased to the PUNGRAIN without prior permission of PUNGRAIN.

**17.** If the godown becomes un-storage worthy due to the fault of the Godown Owner or by the act of God or becomes inaccessible to PUNGRAIN/ FCI due to any other reason, PUNGRAIN is at liberty to vacate the godown at any time without any notice. In such a case no payment or compensation will be payable for the unexpired period of the guarantee period to the godown owner.

**18.** Maintenance of the weighbridge, periodical certification of the weighbridge by Weights and Measures Department and taking up of repairs of the Weighbridge shall be the responsibility of the godown owner. In case the godown owner delays or fails to do the repairs as above, PUNGRAIN is at liberty to undertake the work and the expenses will be charged on the rent payable.

**19.** Godown owner must keep the scheduled property as well as food grain stocks stored in the godown duly insured at all times throughout the duration of the agreement period.

**20.** In terms of the contract, during lease/ re-hiring period PUNGRAIN is at liberty to sub-lease whole or any portion of the godown to any party/entity for such period, the PUNGRAIN deems fit but not exceeding the agreement period subject to approval of FCI. The sublease can be affected by the PUNGRAIN

without any further permission from the godown owner and no extra payment or compensation will be payable to the godown owner for such sub-lease.

**21.** The godown owner shall indemnify, defend, and hold harmless the PUNGRAIN 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 godown owner or its Management, employees, staff, agents, affiliates or entrepreneurs.

**22.** Godown owner shall not during the currency of the contract make without the prior approval of the PUNGRAIN, any changes in the constitution of the firm. The godown owner shall notify to the PUNGRAIN the death/ resignation/ addition/ alteration the partners/ directors/ owner(s) immediately on the occurrence of such an event. In absence of such notice/ approval the PUNGRAIN shall have the right to terminate the contract. PUNGRAIN is not liable for any action arising out of change of constitution of the firm. Godown owner shall not sublet/ transfer or assign the contract or any part thereof. In the event of the godown owner contravening this condition, the PUNGRAIN shall be entitled to get the work done from other firm/ entrepreneur on the entrepreneurs account and at the risk and cost of entrepreneurs and the entrepreneurs shall be liable for any loss or damage which the PUNGRAIN may sustain in consequence arising out of such replacing of the contract. PUNGRAIN is hiring these spaces for keeping FCI and/or its own Food stocks, however, PUNGRAIN will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the entrepreneur on this account. While doing so, PUNGRAIN 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 PUNGRAIN will later remove these temporary structures at its own cost.

**23. ACCOUNTS:-** All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the local authorized representative of the PUNGRAIN at

the Warehouse or any officer acting on his behalf or an officer acting on behalf of Managing Director, PUNGRAIN including the accounts or audit officers. The godown owner shall be responsible to produce the same at such time and place as may be directed by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf. PUNGRAIN will have right to prescribe any document, register, record to be maintained by the godown owner and the godown owner will be bound to maintain such documents, registers and records without any charges.

**24.** The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. "Law" or "Laws" includes all applicable statutes, enactments, Acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, circulars and orders of any Government, statutory authority, court and tribunal in India.

**25. SECURITY DEPOSIT:-**

- a) The security deposit will be refunded to the Godown Owner on due and satisfactory performance completion of lease and obligations by the Godown Owners under the terms of contract and submission of clear "No demand Certificates" by the Managing Director, PUNGRAIN subject to such deductions from the security as may be necessary for making up the PUNGRAIN's claim against Godown Owners within six months from the successful completion of the contract or till the settlement of claims whichever is later.
- b) It is made very clear that no interest is payable on the amount of security deposit lying with PUNGRAIN in any form under the contract.
- c) Decision of the Managing Director, PUNGRAIN as of the amount determined for deduction from the security deposit will be final and binding on the Godown Owners.

**26.** Godown owner will be responsible for abnormal storage losses both at the time of receipt and dispatch of the stocks. The Storage losses acceptable to FCI will be allowed and the value of unacceptable losses in Storage will be recovered, in the same manner as the FCI deals with the storage losses /gain applicable to the stocks of FCI kept in SWC godowns.

**27.** Godown owner is liable to give delivery of stocks as and when required by the PUNGRAIN. In case the same is refused to PUNGRAIN or any authorized agent under the circumstance within his control, except any natural disaster, the PUNGRAIN is liable to recover/ withhold the storage charges for the refusal period proportionate to the quantity of stocks withheld/refused for delivery.

**28. SET OFF:** Any sum of money due and payable to the Godown Owners (including security deposit refundable to him) under this contract may be appropriated by the PUNGRAIN and set off against any claim of the PUNGRAIN for the payment of any sum of money arising out of this contract or under any other contract made by the Godown Owners with the PUNGRAIN.

**29. STATUTORY OBLIGATIONS**

- i.** It is the sole responsibility of the Godown Owner to pay up to date due taxes and obtain clearance certificates from the concerned authorities during the contract period.
- ii.** The Godown Owner shall be solely responsible to fulfill all the statutory obligations under various Central/ State acts as well as labour laws which are in force.

**30. TERMINATION OF CONTRACT**

- i.** If at any point of time, it comes to notice of PUNGRAIN that Godown Owner is liable to be disqualified as per terms of this tender, the contract, if awarded, is liable to be terminated forthwith and the Godown Owner shall not be entitled to any compensation by reason of such termination. Further, PUNGRAIN may, without prejudice to other civil/ criminal remedies, recover all the consequential costs and damages.
- ii.** PUNGRAIN may at any time, by notice in writing terminate the contract without compensation to the service provider in any of the following events-
  - i.** If the Godown Owner being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency act.
  - ii.** If the Godown Owner being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or manager on behalf of

the debenture holders is appointed or circumstances shall have arisen which entitle the court or debenture holders to appoint a receiver, liquidator or manager.

- iii.** The contract is also liable to be terminated if the Godown Owner commits breach of any of the terms of the contract and in that event the Godown Owner is responsible and liable for all loss and damage arising out of and as a consequence of such breach.

Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the PUNGRAIN and provided also the Godown Owner shall be liable to pay to the PUNGRAIN for any extra expenditure he is thereby put to.

- iv.** If any time during the currency of the contract it is established that any or all of the information provided by the Godown Owner is false, the contract is liable to be terminated without prejudice to any other acts and remedies under the contract/ law.

- v.** In case of any other event.

- iii.** PUNGRAIN has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving three-month notice in writing to the Godown Owner at their last known place of residence/ business and the Godown Owner shall not be entitled to any compensation by reason of such termination.

- iv.** PUNGRAIN may also affect recovery from any other sums then due to the service provider or which at any time thereafter may become due under this or any other contract with PUNGRAIN. In case the sum is not sufficient to cover the full amounts recoverable, the Godown Owner shall pay PUNGRAIN on demand the entire remaining balance due.

- v.** PUNGRAIN shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Godown Owner and to forfeit the security deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by PUNGRAIN consequent to termination of the contract and/ or in completing the assignment through other means.



### **31. DISPUTE REDRESSAL MECHANISM**

#### **(a) AMICABLE SETTLEMENT/ CONCILIATION**

- i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to agreement between PUNGRAIN and the godown owner, and so notified in writing by either Party to the other Party, in the first instance, the dispute be attempted to be resolved through mutual discussions by the Managing Director, PUNGRAIN or their authorized representative and the godown owner or their authorized representative for amicable settlement, and upon such reference, the said persons shall meet preferably within 10 days & not later than 15 days from the date of reference to discuss and attempt to resolve the Dispute.
- ii) The parties to the agreement shall use/ put in their best efforts for resolving dispute(s) so arisen promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to said Dispute.
- iii) Failing conciliation or in case the dispute is not amicably settled as per referred procedure in terms of clause 31(a), either Party may refer the dispute to arbitration in accordance with the provisions of Clause 31(b).

#### **(b) ARBITRATION**

- (i) Any Dispute which is not amicably resolved by conciliation, as provided in Clause 31(a), shall be finally decided by reference to arbitration by a Sole Arbitrator. Such arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The venue/ seat of such arbitration shall be at Chandigarh, and the language of arbitration proceedings shall be English.
- (ii) The agreement and the rights/ obligations of the parties shall remain in full force and effect, pending the award in any

arbitration proceedings hereunder. The work under the contract shall continue during the arbitration proceedings and no payment due or payable to the godown owner shall be withheld on account of such proceedings during the pendency of the Arbitration proceedings.

(C) After expiry of the contractual period, the godown owner can raise any claim with respect to the said contract within three years from the date of termination/ expiry of the contract and where this provision is not complied with, the claims of the godown owner shall be deemed to have been waived and absolutely barred, as such PUNGRAIN shall be discharged of the liability.

### **32. 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 27 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.

**33.** This Lease Deed comprises of the Lease Deed and its Schedule.

**34.** Any doubts in interpretation of the terms of this lease deed, the decision of PUNGRAIN shall be final and binding on the parties.

**35.** PUNGRAIN/ FCI will be free to make as many turnovers as required by it and further, the volume of food grains in storage is likely to fluctuate (increase or decrease) and the monthly rent will be restricted to the capacity actually reserved. No claim for fluctuation in the volume of stored food grains during the currency of the contract will be entertained.

**36.** Godown owner shall abide by the terms of this contract, tender document (no. PEG/Rehiring/2/2023) and instructions issued by PUNGRAIN from time to time.

**37.** This agreement sets forth all the covenants and understandings between the parties with respect to the matter herein contained.

**38. Additional terms & conditions as the godown is hired with services for preservation and security etc. from the entrepreneur.**

(i) The godown owner shall render all or any of the services mentioned in tender document as and when necessary and as directed from time to time by the Local authorized representative of the PUNGRAIN 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 PUNGRAIN at the Warehouse or any officer acting on his behalf and are not inconsistent with terms and conditions of this agreement.

**(ii) LIABILITY FOR LABOUR AND / OR PERSONNEL ENGAGED BY THE ENTREPRENEURS:**

- a.** All labour and/ or personnel employed by the godown owner shall be engaged by them as their own employee/ workmen in all respects implied or expressed. The godown owner would engage only able-bodied workmen/ labourer of sound character. In case of misconduct on the part of workmen/ labourer deployed by the godown owner, the godown owner shall pay a penalty of Rs.10,000/- per incidence of misconduct in addition to the action against the defaulter under the law. Besides, in the event of loss of business due any labour employment problem the godown owner will compensate the loss(s) to the PUNGRAIN at the penal rate to be fixed by the competent authority from time to time. These losses are recoverable by way of liquidated damages.
- b.** The responsibility to comply with the provisions of the various labour laws of the country, will be that of the godown owner.
- c.** That the godown owner shall be responsible and liable for discharging all the statutory liabilities under the Contract viz. payment of minimum wages, EPF, ESI etc. in respect of all the workers engaged by him and to produce the verifiable proof of such remittance periodically to the PUNGRAIN, failing which PUNGRAIN shall resort to such recourses available to it under the Contract. All the statutory levies arising out of this Contract shall be responsibility of the godown owner.
- d.** That there would not be any "Master-Servant" relationship between workers of the godown owner and the PUNGRAIN.
- e.** The godown owner shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition Act), ESI Act, EPF and 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 Contract and any other statutory obligation brought hereinafter by any

Government and applicable to the contract and report periodical compliance of the same.

- f.** The godown owner shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and properly by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of godown owner shall be deployed in the operational areas only. The godown owner employees without assigned job shall, under no circumstances enter the premises defined above.
- g.** The laminated nametags for all the godown owner employees deployed at the premises with photographs should be signed by the godown owner and got countersigned by the Local authorized representative of the PUNGRAIN at the Ware house or any officer action on his behalf.
- h.** Full details about the names, addresses, both local and permanent and three copies of their photographs will be furnished to the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf. They will also be provided with necessary photo identity cards by the godown owner duly certified by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf for regulating their entry into the premises for the bonafide purpose connected with this work.

**(iii) LIABILITY OF CONTRACTORS FOR LOSSES ETC., SUFFERED BY PUNGRAIN:**

- a)** The personnel in different categories will have to be positioned by the godown owner, preferably such people who have exposure to computerized operations keeping in view the fact that operations at the Warehouse will be computerized. In the event of any fault or defaults on any particular day/days on the part of the godown owner 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 PUNGRAIN at the Warehouse or any

officer acting on his behalf who, in his absolute discretion, without prejudice to other right and remedies under this contract, shall have the right to recover by way of compensation from the godown owner up to Rs.1,000/- per day besides making temporary alternate arrangements to cope-up with the work at risk and cost of the contractors who will be liable to compensate the consequential damages, if any. This decision of PUNGRAIN or any officer acting on his behalf on the question whether the godown owner has committed such a fault or has failed to perform any of the services efficiently and also his liability for payment of compensation and its quantum, shall be final and binding on the contractors.

- b)** 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 godown owner, the godown owner or during the rail/ road transit to and from the godown for which fault has been found of godown owner as per clause shall be liable to make good to the PUNGRAIN the value of the goods including, penalties and fines as are leviable by the Managing Director, PUNGRAIN for such shortage or damage/loss etc. as per the policy in vogue at the time of such imposition. In addition, if there is any reason for suspicion of collusion of the godown owner or his employee in such losses or damage, PUNGRAIN may levy a penalty as deemed fit. The action taken by the Managing Director, PUNGRAIN will be final and binding on the godown owner.
- c)** The godown owner shall be responsible for any loss, destruction or deterioration of food grains or any damage 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 also to the carelessness,

neglect, misconduct of their employees/ labourers in their employment and any liability for payment of compensation by the PUNGRAIN to the depositors on account thereof and shall pay all claims met, and also litigation expenses, if any, incurred by the PUNGRAIN immediately on demand without any demur. The PUNGRAIN shall have the right to deduct the amount of such loss from any bill (including security deposit) then due or may become due to the PUNGRAIN under this contract. The decision of the Managing Director, PUNGRAIN shall be final and binding on the contractors in this regard.

- d)** In the event of failure of the godown owner to undertake the work after award of contract or resiling from the contract during its currency the PUNGRAIN shall have the right to get the work done at his risk and cost and the godown owner shall be liable to make good the loss, if any, suffered by the PUNGRAIN on this account. The PUNGRAIN shall also have the right to deduct the amount of such loss from any sum (including earnest money and security deposit) then due or which at any time thereafter may become due to the godown owner under this contract and to claim the balance amount from the godown owner.
- e)** The godown owner should ensure to keep all the time adequate required labour to cope up with the work and maintain certain productivity norms for the gangs deployed for the purpose of preservation, maintenance and security of stocks.
- f)** The godown owner shall be responsible for the abnormal losses in storage. The storage losses acceptable to FCI will be allowed and the value of unaccepted losses in storage by FCI will be recovered from the godown owner at the rates in vogue for recovery of such losses in FCI / PUNGRAIN (whichever is higher).

**(iv) VOLUME OF WORK:**

- a)** 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.
- b)** Where the godown is hired with preservation and security etc. rent than such godown should not be used for higher than the guarantee capacity.

**(v) REMUNERATION:** The godown owner shall have to perform all the services provided for in this contract. The godown owner shall be paid at the rates accepted by the PUNGRAIN. The godown owner shall also provide any additional services not specifically provided for in this contract 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 Managing Director, PUNGRAIN, will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the godown owner to refuse to carry out or render such services.

**(vi)** The godown owner shall be responsible for preservation of stocks in accordance with the Technical Manual of the PUNGRAIN for preservation of stocks as is in force and as may be amended from time to time.

**(vii)** The godown owner shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.

**(viii)** The fool-proof security arrangements shall be made by the godown owner in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the godown owner shall be liable to compensate the PUNGRAIN to the extent of economic cost of the stocks.

**(ix)** 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 this behalf and the other set of keys shall be held by the godown owner or its authorized representative.

- (x)** Godown owner shall deploy its personal to verify the correctness of the Receipt/dispatch of stocks by deploying his work force for this purpose and the Authorized representative of godown owner will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the employee of the PUNGRAIN in the weight check memo Register/Weighment sheets and the daily Transaction register; in addition to Deploying workers for preservation of stocks and Watch & Ward thereof.
- (xi)** The godown owner shall provide all infrastructure required i.e., Dunnage Wooden Crates, Polythene covers, LDPE Covers, Net, Tarpaulins, Insecticides fumigation and spraying equipment's required for application of insecticides and other chemicals, locks, weighing scales and all other equipment's as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the PUNGRAIN for the purpose as (in force and as may be amended) per the instructions from time to time.
- (xii)** The godown owner 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 PUNGRAIN for this purpose.
- (xiii)** The godown owner 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 of with the prior approval of the PUNGRAIN and also in the presence of the authorized representative of the PUNGRAIN.
- (xiv)** In case of receipt of rain affected stocks of wheat/ paddy, the godown owner shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks for a period of 6 months from the date of storage and it will be his

responsibility for that period subject to condition that this period could be extended by mutual consent otherwise the PUNGRAIN shall take over the stocks for its disposal or for further preservation.

**(xv) DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS:**

- a) The rates for any new items or substituting the existing item by a modified item would be derived strictly in the manner given below:-
- b) As far as possible the rates of a new item of work or part work would be derived from the existing rate schedule and would be acceptable to the godown owner. If no such operation or its rates were available, market rate would be ascertained by PUNGRAIN and paid for.

**(xvi)** The godown owner shall provide the following manpower.

S.N.	Capacity (in MT)	Clerks & Accountants	Security (DCPs)	Sweepers
1	10,000	02	03	04
2	20,000	04	05	08
3	30,000	06	06	10
4	40,000	08	08	12
5	50,000	10	10	14

**(xvii) Following services will also be provided by the godown owner:**

- a) Radio transmitting facility with 25 Kms Operation.
- b) Computer with internet facility Nos:-

Capacity in MT	Numbers of computers
10,000 MT	02
20,000 MT	03
30,000 MT	04
40,000 MT	05
50,000 MT	06

Since, the Food Corporation of India is managing its daily stock accounts and other allied activities like PDS etc., by feeding the data in the IISFM/ DOS software and transmitting the data to the central server in New Delhi through Internet, it will be obligatory on the part

of the godown owner to feed data on daily basis as prescribed and also maintain stock account through the IISFM/ DOS/ any other software. In case the godown owner fails to provide this service, he is liable for recovery of 2% of the monthly rent as per the penalty and in addition PUNGRAIN will be free to get the job done by outsourcing it or through its own staff and the godown owner will be liable to pay all the cost incurred on this alternative arrangement to the PUNGRAIN.

**(xviii)** The godown owner shall provide comprehensive insurance of the stocks against loss sustained on account of fire, floods and inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc. Insurance of stocks will 100% of acquisition cost of stocks of the lessee received in the warehouse premises of the lessor hired by lessee. The beneficiary of the policy obtained by the godown owner shall be lessee. This insurance cover provided by the godown owner shall be part and parcel of the hiring charges. The godown owner shall cover the fidelity guarantee of the godown owner by taking appropriate fidelity insurance policy and the premium so paid by the godown owner shall be recovered on pro rata basis from the monthly hiring charges payable to the godown owner by the lessee.

**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.

For & on behalf of Godown Owner

For & on behalf of PUNGRAIN

Witnesses:

Witnesses:

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**PROFORMA-X**

Date of Tender Enquiry: 22.04.2023

Name of Tenderer: \_\_\_\_\_

Name of the Party/Firm: \_\_\_\_\_

Valid Email id: \_\_\_\_\_

Mobile No: \_\_\_\_\_

Address of the Party/ Firm for future correspondence:

\_\_\_\_\_  
\_\_\_\_\_

Name of the Centre	
<u>Earnest Money Deposit (EMD) Details (As per MTF)</u>	
Amount	
UTR No.	
Date	

<u>Bank Details for refund of EMD</u>		
1	Bank Name	
2	Bank Account Number	
3	Bank Branch Address	
4	IFSC Code	

**(SIGNATURE WITH SEAL OF THE FIRM)**

**TENDER SUBMISSION UNDERTAKING**

Date: \_\_\_\_\_

To,

The Managing Director, PUNGRAIN, PUNJAB

Sub.: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No.: PEG/Rehiring/2/2023

Name of Location and Capacity: \_\_\_\_\_

Dear Sir,

- 1.** I/ we have downloaded/ obtained the tender document for the above mentioned tender from the web site \_\_\_\_\_ as per your advertisement.
- 2.** I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page no.to\_\_\_\_(including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.
- 3.** The corrigendum(s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
- 4.** I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.

In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per the remedies available under law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)