

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

**DETAILED NOTICE INVITING E-TENDER**

E-bids are invited under two-bid system from Tenderer who owns Land / CAP premises or holds Land / CAP premises under registered lease deed for a minimum period of 8 years with permission to construct godown or willing to acquire land by way of ownership /registered lease deed within 120 days from the date of acceptance of E-Tender for construction of godowns for Storage Requirements to be managed and supervised by Pungrain for a guaranteed lease of Five years on Build, Own & Operate/lease basis for 9 LMT capacity for storage of food grains at the following locations mentioned below:

Sl.no	Name of District	Location	CAPACITY (in MTs)
1	Tarn Taran	Tarn Taran	20000
2	Bathinda	Raman	20000
3	Bathinda	Bhuchchu	10000
4	Bathinda	Rampura Phool	20000
5	Mansa	Mansa	40000
6	Mansa	Budhlada	30000
7	Mansa	Sardulgarh	40000
8	Faridkot	Faridkot	30000
9	Faridkot	Kotkapura	30000
10	Faridkot	Jaitu	30000
11	Muktsar	Bariwala	20000
12	Muktsar	Muktsar + Lakhewali	70000
13	Muktsar	Malout	30000
14	Muktsar	Gidderbaha +	30000
15	Fazilka	Jalalabad	20000
16	Fazilka	Fazilka	30000
17	Ferozepur	Ferozepur	30000
18	Ferozepur	Guruharshai	30000
19	Ferozepur	Makhu	30000
20	Ludhiana	Jagaron + Silo	40000
21	Moga	Moga local+ Silo	60000
22	Moga	Nihal Singhwala	15000
23	Moga	Ajitwal	15000
24	Patiala	FSD Patiala	30000
25	Patiala	Dudhan	10000
26	Patiala	Samana	20000
27	Patiala	Nabha	10000
28	Patiala	Rajpura	10000
29	Patiala	Patran	10000
30	Sangrur	Moonak	10000
31	Sangrur	Bhawanigarh	20000
32	Sangrur	Ahmedgarh	20000
33	Barnala	Barnala	40000
34	Jalandhar	Nakodar	30000

**Event Chronology:**

1.	Date for availability of MTF on GeM Portal	:	31-05-2023
2.	Place, date and time for Pre-Bid investors meet.	:	05-06-2023 , 11:00 AM at Anaaj Bhawan, Sector 39 C, Chandigarh
3.	Tender Submission Last Date	:	15-06-2023 upto 5:00 PM
4.	Date & Time of Opening Technical Bid	:	16-06-2023 at 10:00 AM
5.	Date and time of Opening Price Bid	:	Shall be intimated only to technically eligible bidders.
6.	Validity of E-tender	:	120 days
7.	Name and Designation of Authority Inviting E-tender	:	Managing Director, Pungrain

The e-tender documents & other details are available on the GeM Portal, i.e., <https://gem.gov.in>. free of cost. Tenderer shall transfer EMD electronically within the prescribed time through RTGS/NEFT in the following bank account:

<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

(**NotTenderer** should submit separate EMD for each locations applying for as per instruction given in MTF)

1. Offers for smaller capacity will also be considered in case sufficient offers are not received for the capacities indicated above against any one or more locations subject to the condition that minimum godown size should be of 5,000 MT.
2. The Tenderer shall submit consolidated/complete E-Tender form alongwith annexures for each location and site separately.
3. The E-Tender documents & other details are available on the GeM Portal, i.e., <https://gem.gov.in> free of cost.
4. The duly completed E-Tender in the manner prescribed shall be uploaded on the GeM Portal upto 5:00 PM on 15-06-2023 and the Technical Bid shall be opened on 16-06-2023 at 10:00 AM in the presence of Tenderers or their authorized representatives who may wish to be present.
5. The offers shall remain open for acceptance for 120 days from the date of opening of the Technical Bid. However, Pungrain reserves the right to extend this period by another 120 days at its discretion, which shall be binding on the Tenderer. Thereafter this period may be further extended by the parties on mutual consent. Any Tenderer not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited
6. If the date of opening of the E-Tender is declared as holiday the E-Tender will be opened on the next working day at the same time and venue.
7. The E-Tender must be accompanied by an EMD @ Rs 50.00 per Mt for quantity offered as per e-tender terms through RTGS/NEFT in bank account details mentioned above within prescribed timeline (separate for each location as applying for). In case theTenderer does not own land or hold it on registered lease but intends to acquire the same by way of ownership/registered lease within 120 days from the date of Acceptance letter, tenderer shall also furnish in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee for Rs 100.00 per MT for quantity offered as per e-tender issued by any Scheduled commercial bank and valid for a minimum period of six months from the date of submission of e-Tender.
8. E-Tenders not accompanied by prescribed Earnest Money (along with supplementary guarantee, if applicable) will be summarily rejected.
9. The earnest money (along with Supplementary Bank Guarantee, if applicable) would be refundable to unsuccessful Tenderer on finalization of the E-Tender and shall carry no interest what so ever.
10. Incomplete offer/offers not conforming strictly in the manner prescribed /offer not submitted on prescribed E-Tender Form or late/delayed E-Tender shall not be considered

and shall be summarily rejected.

11. Conditional E-Tenders will be summarily rejected and the EMD will be forfeited.
12. The location of the land specified in the E-Tender cannot be changed at any stage under any circumstances.
13. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed E-Tender Form in addition to the terms & conditions indicated herein.
  - (i) There would be no post E-Tender negotiations.
14. The Tenderer are requested to submit their original Bank Guarantee, if any on or before 16-06-2023 at 10:00 AM without fail i.e. time of opening of online bid. 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.**The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original bank guarantee. BANK GUARANTEE submitted without these details shall not be accepted.
15. Pungrain reserves the right to accept or reject any or all E-Tenders without assigning any reason/notice whatsoever and is not bound to accept the lowest E- Tender. Pungrain also reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and Pungrain will not be liable for any costs and consequences incurred by the intending Tenderer.
16. Existing CAP premises will also be considered in lieu of land requirement under the tender.

Managing Director, Pungrain

## INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS

From

Managing Director, Pungrain

**Sub:** E-Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by “Pungrain” for a guaranteed Lease of Five years on Build, Own & Operate/lease basis for 9 Lac MT capacities for storage of food grains at various locations.

To

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

Dear Sir (s)

Managing Director “Pungrain”, invites E-bids on GeM Portal under Two Bid system from E- Tenderers who own Land / CAP premises or hold Land / CAP premises under Registered Lease for a minimum period of 8 years with permission to construct godown or willing to acquire land by way of ownership/Registered Lease within 120 days from the date of acceptance of E-Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by “Pungrain” for a guaranteed Lease of Five years on Build, Own & Operate/Lease basis for 9 LMT capacity for storage of food grains at the indicated locations.

If you are interested to participate in accordance with the requirements of the E-Tender, please submit your E-Tender on GeM Portal, i.e., <https://gem.gov.in>

### **1. ADDRESS FOR CORRESPONDENCE**

The Tender Inviting Authority

Managing Director,  
Pungrain ,  
Anaaj Bhawan, Sector 39 C  
Chandigarh.

For all purpose of this E-Tender the address of the Tenderer mentioned in the E-Tender shall be the address to which all communications to the Tenderer shall be sent, unless the Tenderer has notified a change by a separate letter through Registered Post Acknowledgement-Due. The Tenderer shall be solely responsible for consequence of any omission to notify a change of address in the manner aforesaid.

### **2. OBJECT OF THE CONTRACT**

The Tenderer shall at his cost construct godowns at the specified locations as per Engineering and other godown specifications attached to the schedule of this E- Tender along with Railway Sidings (if applicable), Weigh Bridges, etc. on his land within the scheduled time and lease the godown to “Pungrain” and render the services given in this E-Tender document including preservation, maintenance and security (if applicable) as and when necessary and as instructed from time to time by “Pungrain” or its authorized representative or any officer acting on his behalf. “Pungrain” through its authorized officer will have a right to inspect the

site from time to time and the Tenderer will carry out their directions regarding any corrective action required. The Tenderer shall also perform such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the "Pungrain" or any officer acting on his behalf and are not inconsistent with terms and conditions of this contract.

### **3. PREPARATION OF E-TENDER:**

- (a) The Tenderer should upload the complete MTF/ E-Tender documents, including Invitation to E-Tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of E-Tender Form including the Annexures. The E- Tender submitted by the Tenderer is liable to be rejected if he fails to furnish any of the documents or information asked for in the E-Tender document.
- (b) In the event of the space on E-Tender form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the E-Tender No. and should have full signature of the Tenderer. In such cases reference to the additional pages must be made in the E-Tender Form.

### **4. SIGNING OF E-TENDER:**

- a. The E-Tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the E-Tender are not fully filled in. The E- Tender complete in all respects shall be duly filled in and signed by the Tenderer or by the authorized representative with Stamp and Seal of the Company / individual on all the pages of the E-Tender.
- b. The persons signing E-Tender or other documents connected with the E-Tender must specify in what capacity he or she is signing the E-Tender;
  - 1. Whether signing as a "sole proprietor" of the Firm or its Attorney.
  - 2. Whether signing as a "partner" of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to E-Tender.
  - 3. In the case of Companies and Partnership Firms registered under the Indian Companies Act and Indian Partnership Act/Limited Liability Partnership, the Signatory has to mention the capacity in which he is signing, e.g., Secretary, Manager, Partner, etc. or their duly constituted Attorney and produce copy of document empowering him to do so.

In support of the above, the Tenderer should submit the following documents along with E-Tender:

- (i) Deed of Partnership/Trust: An unregistered partnership firm can participate in the E-Tender process. However, in case the E-Tender is awarded to unregistered Partnership Firm, it shall be the sole responsibility of the Partnership Firm to get the same duly registered and submit the same within 30 days of award of contract.
- (ii) Public/Private Limited Company - Certificate of incorporation, Memorandum of Association, Articles of Association, name and address of the Directors and Major Shareholders, particulars of Subsidiaries and Holding Co.

### **5. (1) Who can apply :- (Eligible Tenderers)**

- i) Individual:-  
An individual applying as owner of the Land should have Land in his own name only.

ii) Partnership Firm

In case the Tenderer is a Registered/Unregistered Partnership Firm, the Land must be in the name of the Firm or one or more of its Partner(s), in which case the said Land must have been contributed to the Firm, which should be reflected in the Partnership Deed.

Company or Trust

In case of Public or Private Limited Company or a Registered Trust, the Land should be in the name of the Company or Trust only. Land in the name of Directors or Shareholders or Trustees or Sister Concern or Promoters etc. shall not be considered.

- iii) A person who does not own Land or hold it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease within 120 days from the date of acceptance letter, can apply by furnishing an addition to requisite EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs. 100.00 per MT for quantity offered as per e-tenders. The bidders are requested to submit their Bank Guarantee if any on or before 16-06-2023 at 10:00 AM without fail i.e. on the day of opening of online bid at "Pungrain".
- iv) A person holding Land under Registered Lease for a minimum period of 8 years with permission to construct godown can also apply.
- v) In case Tenderer is applying for lease with Preservation & Maintenance the Tenderer should have two years' experience of preservation and maintenance of foodgrains else he also has the option of hiring personnel having two years relevant technical experience of preservation and maintenance of foodgrains.

**6. EARNEST MONEY(EMD):**

Technical Bid shall be accompanied by an earnest money of @ Rs. 50.00 (Rs. fifty Only) per MT for quantity offered as per e-tender terms (separate for each location as applying for). In case the Tenderer does not own land or hold it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease within 120 days from the date of acceptance letter, he shall also furnish, in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs. 100.00 (Rs. One Hundred Only) per MT for quantity offered as per e-tender terms issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) and valid for a minimum period of six months from the date of submission of E-Tender. However, it shall be absolutely necessary for the Tenderer to specifically indicate and exactly identify the Land proposed to be acquired [The Khasra/Kila number (nomenclature used for Revenue records in state specific land Revenue Code) must be mentioned in the Technical Evaluation Sheet]. The EMD shall be deposited in the form of a RTGS/NEFT in the bank account mentioned above. E-Tenders not accompanied by Earnest Money/ Bank Guarantee (if applicable) in the prescribed Form or accompanied by Earnest Money of the amount less than prescribed for the capacity applied for, will be summarily rejected. "Pungrain" will independently verify from the issuing Bank the genuineness of bank guarantee as well as its extensions from time to time as furnished by the Tenderer. The bidders are requested to submit their Bank Guarantee, if any on or before 16-06-2023 at 10:00AM without fail i.e. on the day of opening of online bid at "Pungrain" .

**7. FORFEITURE OF EMD/ENCASHMENT OF BANK GUARANTEE:**

The Earnest Money shall be liable to forfeiture if the Tenderer, after submitting E-Tender,

resiles from his offer and / or modifies the terms and conditions thereof in any manner, it being understood that the E-Tender documents have been made available to him and he is being permitted to E-Tender in consideration of his agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the Tenderer's failure to furnish the requisite security deposit by the due date after the acceptance of his E-Tender without prejudice to any other rights or remedies of the Corporation under the contract and law. In the event of the Tenderer submitting conditional E-Tenders, the EMD of such Tenderers will be forfeited. The Bank Guarantee furnished as Supplementary Guarantee shall also be liable to be encashed along with forfeiture of EMD on happening of any of the events mentioned above.

#### **8. REFUND OF EMD/RELEASE OF BANK GUARANTEE:**

Earnest Money and Supplementary Guarantee, (if applicable) will be refunded to all the unsuccessful Tenderers after decision on e-tenders. In case the tenderer is disqualified during technical evaluation, the Earnest Money and (Supplementary Guarantee, if applicable) will be refunded within 15 days of result of technical dis-qualification subject to Clause 7 & 26 of the MTF. Earnest money will be refunded to successful Tenderers after he has furnished security as prescribed in the E-Tender Documents. No interest shall be payable on the amount of Earnest Money in any case. Earnest money amount will be adjusted in the security deposit if the Tenderer so desires. The Bank Guarantee furnished as Supplementary Guarantee by the successful Tenderer will be released on production of necessary documents evidencing acquisition of Land specified in the E-Tender by way of Ownership or Registered lease within 120 days from the date of acceptance letter, failing which the same is liable to be encashed by "Pungrain".

It is the express term of this E-Tender that any Litigation, Stay/Injunction Order from any Court, non – performance on the part of the Owner/ Seller of the land, third party interests created or any other reason will not absolve the Tenderer from his obligation to acquire the specified Land and submit the documents within the stipulated 120 days.

#### **9. SECURITY DEPOSIT**

- I. The successful Tenderer shall furnish the security deposit for completion of construction in time @ Rs 100 per MT for non-Railway Siding Godowns and @ Rs 150 per MT for Railway Siding Godowns with the indenting office of "Pungrain" within 15 working days from the date of acceptance letter (separate for each location), in the form of RTGS/NEFT fund transfer in account details mentioned in the tender document. If the Tenderer fails to furnish Security Deposit within the specified period, it shall be lawful for the Corporation to terminate the contract and forfeit the EMD and encash Bank Guarantee (if any) submitted along with E-Tender. The Security Deposit will remain with "Pungrain" till the completion of the godown and taking over of possession of the godown by "Pungrain". The Earnest Money deposited by the Tenderer at the time of submission of the E-Tender may be adjusted in Security Deposit on his request. In case the godowns are not completed on the specified Land mentioned by the Tenderer in the E-Tender and handed over within the scheduled time or any conditions of this contract are breached, the Security Deposit will be forfeited and guarantee given for such hiring of the godown will be cancelled. The "Pungrain" also reserves the right to forfeit the Security Deposit as well as refuse to take over the possession of the said Godown on guaranteed hiring for Five years if the same is not leased out to the "PUNGRAIN" by the date decided by "Pungrain" after completion of the godowns by the tenderer.

The security deposit will be refunded without interest to the Tenderers on completion and

taking over of possession of the godown by "Pungrain" and submission of clear "No demand Certificates" by the "Pungrain" subject to such deductions from the security as may be necessary for making up the "Pungrain's" claim against Tenderers.

- II. The successful Tenderer at the time of execution of lease shall also furnish a performance guarantee towards fulfillment of the contractual obligations under "lease" agreement @ Rs. 50/MT and under "lease and services" agreement @ Rs. 100/MT for full storage capacity of the godown(s) in the form of irrevocable Bank Guarantee issued by any 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) failing which the contract is liable to be terminated without prejudice to such other remedies as may be available to the "Pungrain" under the terms of the contract/law. The Bank Guarantee shall be in the prescribed Form. The Bank Guarantee will remain valid till six months after the expiry of the lease period.

It shall be the responsibility of the Tenderer to ensure that Bank Guarantee remains continuously valid during the currency of lease period and six months thereafter.

"Pungrain" will independently verify from the issuing Bank the genuineness of Bank Guarantee as well as its extensions from time to time as furnished by the E-Tenderer.

If the Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the E-Tenderer or to appropriate the Security Deposit furnished by the Tenderer or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.

In case the project is not executed in the scheduled time, the Security Deposit is liable to be forfeited and the Guarantee given for such hiring of godown will stand cancelled besides taking such other remedies as may be available to "Pungrain" under the terms of contract/law. Same as aforesaid the Performance Guarantee will be returned without interest to the Tenderers on due and satisfactory performance of the services and on completion of obligations by the Tenderers under the terms of Lease Agreement and submission of clear "No demand Certificates" by the "Pungrain" subject to such recoveries as may be necessary for making up the "Pungrain's" claim against Tenderers.

The decision of the "Pungrain" towards the amount of deduction from the Security Deposit will be final and binding on the contractor and no objection in this regard would lie on any account whatsoever.

#### **10. DELIVERY OF E-TENDER:**

The tender is to be filled online for which detailed process has been indicated/mentioned in detailed E-Tender Notice.

"Pungrain" will not be responsible for technical or procedural delay in submitting E-tender in last hour but advise to submit E-Tender before the date and no plea in this regard will be entertained on any ground whatsoever.

**Any E-Tender received beyond the stipulated time and date will not be considered.**

#### **11. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

- (i) The offers shall remain open for acceptance for 90 days from the date of opening of the



Technical Bid. However, "Pungrain" reserves the right to extend this period by 45 days at its discretion and this extension will be binding on the Tenderer. Thereafter this period may be further extended by the parties on mutual consent basis.

- ii) Any Tenderer not keeping offers open for the prescribed period shall be summarily rejected and his EMD is liable to be forfeited.

## **12. OPENING OF E-TENDER:**

1. Tenderers are at liberty to be present or authorize a representative to be present at the opening of the E-Tender at the time and date as specified in the E-Tender. If the date fixed for opening of E-Tenders is subsequently declared a holiday, the E-Tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the E-Tender.
2. After evaluating the Technical Bid (wherever necessary, after site inspection by FCI and "Pungrain" of the land offered) the Price Bids of only technically qualified Tenderers will be opened in presence of all the technically qualified Tenderers or their authorized representatives who may wish to be present at the time of opening of Price Bids on a date and time to be notified subsequently. Price Bids of the parties who do not qualify in Technical Bid (location wise) will not be opened.
3.
  - (a) For 25,000 MTs or above capacity godowns, if after opening of the Technical Bid, 03 (three) or more acceptable proposals for full capacity of the location are received for Railway Siding Godowns and all other parameters like land size and shape, road linkage, drainage, distance from mandis etc. are found satisfactory, only such E-tenders will be treated as eligible for opening of the Price Bid.
  - (b) For other godowns with lower capacity, if three or more acceptable proposals for full capacity are received for godown within 8 Kms of Full Rake Railway Siding Goods Shed and with all other parameters satisfactory, then only such E-Tenders will be treated as eligible for opening of Price Bid.
  - (c) In case if less than three E-Tenders are received in above two cases, the "Pungrain" may consider the Non-Railway Siding / more than 8 Kms from existing Railway Siding (as the case may be) and accordingly may open the Price Bids of those parties who have been found otherwise technically qualified after opening of first part.
4. The offers shall be considered in the following manner subject to the condition that minimum subdivision of capacities would be 5000 MT.
  - a) All offers for 100% of the desired capacity shall be opened provided there are a minimum of 3 (three) such valid offers.
  - b) If offers as per (a) are not received, offers for 50% of the desired capacity or more shall be opened, provided there are a minimum of 4 (four) such valid offers.
  - c) If offers as per (a) or (b) are not received, offers for 25% of the desired capacity or more shall be opened, provided there are a minimum of 6 (six) such valid offers.
  - d) If offers as per (a), (b) or (c) are not received, offers for 10% of the desired capacity or more shall be opened, provided there are a minimum of 11 (eleven) such valid offers.
  - e) If offers as per (a), (b), (c) or (d) are not received, all valid offers of 5000 MT or more.

In case of lowest Tenderer does not cover the entire capacity, counter offers at the L-1 rate

will be offered in ascending order to L-2, L-3 and so on to meet the capacity at a particular location.

4. "Pungrain" reserves the right to accept or reject any or all bids without assigning any reason/notice whatsoever and is not bound to accept the Lowest bid/E-Tender and reserves the right to scrap the E-Tender enquiry in total or for any location(s) at any stage without assigning any reason and "Pungrain" will not be liable for any costs and consequences incurred by the intending Tenderer.

### 13. ACCEPTANCE

On finalization of E-Tender, "Pungrain" will communicate acceptance of the E-Tender by way of letter of memorandum/FAX/E-mail/speed post etc. which will conclude a binding contract between the parties and the Tenderer shall act upon such acceptance letter.

### GENERAL CONDITIONS OF E-TENDER

### 14. DEFINITIONS:-

- I. "Pungrain" means Punjab State Grain Procurement Corporation.
  - II. **FCI** means Food Corporation of India
  - III. **Managing Director** means the Managing Director of the "Pungrain".
  - IV. **Services** means the performance of any of the items of work enumerated in **Appendix-I** including such auxiliary, additional and incidental duties, services and operation as may be indicated by the local authorized representative of the "Pungrain" or any person authorized by him in this behalf.
  - V. **Stocks** mean food grains stored in the godowns.
  - VI. **Corporation** means "Pungrain"
  - VII. **Warehouse Manager** means the Inspector Incharge/ Head of the particular Warehouse Unit/Units.
  - VIII. **Technical Assistant** means Technical Assistant of the Pungrain/FCI.
  - IX. **Investor** means the owner/investor of the godowns or any person or any representative duly authorized by him.
  - X. **Contract** means and includes Notice inviting E-Tender, GeM Bid document, MTF, its schedules, annexure, appendix and acceptance of E-Tender.
  - XI. Words importing the masculine gender shall be taken to include the feminine gender.
  - XII. Terms and expressions not herein defined shall have the meaning assigned to them in the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.
15. The Tenderer shall at his own cost complete the construction of godown as per the engineering and other godown specifications as per the schedule of this agreement on the land mentioned by the Tenderer in the E-Tender.
16. The specific location of the land proposed by the Tenderer in the E-Tender for the construction of the godown shall not be changed at any stage after submission of Tender under any circumstances failing which EMD, Supplementary Guarantee, Security Deposit

and Performance Guarantee furnished by the Tenderer is liable to be forfeited/invoked as the case may be without prejudice to any other legal remedies available to "Pungrain".

17. The execution of railway siding in railway siding godowns (if applicable) along with the ancillaries such as signaling, electrification of siding etc., is to be completed by the Tenderer at his cost. Similarly, all the other works involved in completion of railway siding as well as non-railway sidings are to be completed by the Tenderer at his cost. All the necessary permissions from urban or rural local bodies, railways, Government of India and State Government as the case may be should also be obtained by the Tenderer himself for the construction/completion and for running godowns as well as for the execution and usage of railway siding in case of railway siding godowns.
18. All the construction material required for the construction work are to be procured in advance by the Tenderer only. The "Pungrain" will not entertain any request of the Tenderer in this regard for the delay in completion of work due to non-availability of any materials.
19. Pitless Electronic Lorry Weigh Bridge of 60 M.T. Capacity of standard make should be installed as per specification in the Schedule. The responsibility of the maintenance as well as certification of the weighbridge will be of the tenderer for which he will take Annual maintenance contract (AMC) for the contract period.
20. In case of a Railway siding godown, if the main godown is complete in all respect and is storage worthy in all respect except the railway siding before the due date and "Pungrain" /FCI requires such godowns, "Pungrain" /FCI may hire the same @ 60% of the rent agreed till the Railway siding is complete on actual utilization basis. This period will not be counted towards the guarantee period. The occupation of godown by "Pungrain" /FCI will not be a ground for non-completion of railway siding in prescribed time and in such case the godown will not be hired under five year guarantee. The guarantee period of the godown will start only from the date of actually making available the godown for storage after the completion of railway siding as envisaged in the agreement. This clause does not confer any guarantee from "Pungrain" to Tenderer of hiring of such godown on above basis before the completion of the same in all respects.
21. The Tenderer should furnish in technical bid all the details of the location, survey numbers, proof of ownership /registered lease of land/original affidavit mentioning the details of land which Tenderer undertakes to acquire, area in acres indicating the boundaries along with non-encumbrance certificate (NEC) and sketch plan about the location of the land. The details of the land should be furnished adequately as suitability of the land for the intended purpose is one of the major criteria for selection of the Tenderer. The land on which the godown is proposed to be constructed should not have a HT Line (11 KVA and above) passing over the proposed layout plan of the godown. "Pungrain" will have a right to inspect the site from time to time and the Tenderer will carry out their directions regarding any corrective action required. Any proposal for reduced capacity at a later stage shall not be entertained. Land must not be in the flood or water logging prone area/zone. Polluting industries should not be in the vicinity and sufficient land should be available for ancillary works. A detailed layout plan proposed for the godowns, weigh bridge, office building, roads and railway siding (in case of godowns with railway siding) and other facilities should also be given in the technical bid.
22. **In case of lease with services:**
  - (a) The Tenderer should have two years technical experience of preservation and maintenance of foodgrains or he should hire a person having two years relevant technical experience.
  - (b) The tenderer shall also provide Data Entry Operators along with necessary hardware to ensure operation of the software prescribed by FCI from time to time.

23. Wherever 25000 MT and above capacity is required, it should preferably have the provision for private railway siding. In all cases, except where railway siding will come, the godowns should preferably be within a radius of 8 KMs from the full rake railway Goods Shed.
24. In case of registered lease land, the minimum period of lease shall be eight years (8) from the date of submission of E-Tender and the Tenderer shall obtain permission to construct the godowns on registered leased land from appropriate authorities, wherever required.
25. The rate should be quoted as composite storage charges/contract value for full duration of guaranteed hiring of godown (Calculated as: Offered storage charges per MT per month\*capacity of godown offered in MTs \* 60 months of guarantee period) inclusive of GST in Rupees in figures as well as in words. The rates quoted in words and figures should be same. There should be no cutting / overwriting in the price bid.
26. Conditional E-Tenders will not be considered for acceptance and the earnest money deposited with such E-Tenders shall be forfeited.
27. E-Tenders which do not fulfill any of the condition or are incomplete in any respect shall be summarily rejected.
28. "Pungrain" would be at liberty to reject any of the offers at any stage, if the documents submitted by the Tenderer are not in order.
29. Financial and technical capability of the Tenderer will be evaluated by "Pungrain" through its authorized officers.
30. At places where there is a full rake Railway goods shed, the site should preferably be within 8 KM of goods shed. Where no full rake railway goods shed exists the site should preferably be within a radius of 8 Kms. of the municipal limits of such places or 15 Kms. from zero point of such location. Wherever 25,000 MT and above capacity is required, it should preferably have the provision for private railway siding. The land should preferably be on National or State Highway. They should offer only such land /site which has access through all – weather black topped or RCC/CC Road including Road berms (Shoulders) of minimum width of 22 feet except in hilly regions. Brick paved Road or gravel Road is not acceptable. The road leading to the godown should be free from any kind of traffic restriction for truck movement. Distance criteria of within 8 KMs. radius from full rake railways goods shed does not apply to godowns with a railway siding. The possession of godown would be taken when an all-weather Road is built from link Road to the godown.
31. The successful Tenderer shall furnish Security Deposit within 15 days from the date of acceptance letter and he will get a maximum period of one year for completion of construction in case of non-railway siding godown and two years in case of railway siding godowns from the date of acceptance letter. The period for construction of godowns will include the 120 days' time granted for production of documents by the Tenderer who intends to acquire land. The delay in construction of maximum up to one year may be allowed to the Tenderers on their request in writing with a corresponding reduction in the guarantee period. "Pungrain", after satisfying itself that the godown has been completed as per specifications and terms & conditions of this contract will take over the godown within one month of completion of the godown in all respects and the guarantee period will start from the date of taking over of the godown. In case, the godown is completed in the extended stipulated time, "Pungrain" will have the discretion to choose the date of taking over the godown within 3 months of completion. In case of delay beyond one year, the agreement is liable to be cancelled.

- 32.** The “Pungrain” reserves the right to refuse to take over the said Godowns on guaranteed hiring for Five years at any point of time if the construction of godowns is not completed in all respects and leased out to the “Pungrain” by the extended date and in that event the Security Deposit of the Tenderer is also liable to be forfeited.
- 33.** The Tenderer shall not during the currency of the contract make any changes in the constitution of the firm including change in partners/directors without the prior consent of the “Pungrain” failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing there from.
- 34.** The Tenderer shall execute a lease deed with “Pungrain” on the day of taking over of the possession of Godown.
- 35.** The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
- 36.** There will be no enhancement in rent during the guarantee period in case of lease only. However, in case godown is hired for lease with services, annual change in rent will be 33% of percentage change in WPI prescribed under the heading of ‘All commodities’ on <https://eaindustry.nic.in/>.
- 37.** “Pungrain” shall have the liberty to release the godowns after the guarantee period of Five years.
- 38.** Necessary ancillaries like laying of roads, Installation of Weigh Bridge, Construction of office Building, Compound wall for the site, drains, Toilets, supply of Electricity, Water etc., are to be provided by the Tenderer in the Complex. The Rent/Storage charges indicated in the E-Tender shall be inclusive of all Ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads, railway sidings etc. The Tenderer shall bear the charges on land which is being levied by the railways on annual basis from take-off point to railway siding end point inside the godown premises and also the railway siding maintenance charges.
- 39.** The Tenderer will be allowed to develop additional storage capacity in the same premises for storage of other agri-commodities including facilities for cold storage, food processing etc. to optimize asset utilization duly ensuring that it does not adversely affect storage and operations of “PUNGRAIN”. However, such additional facility will not be covered under guarantee scheme and the Tenderer may use normal market channels for renting out such additional storage facilities. Before development of such additional storage facilities, the Tenderer will take permission from “PUNGRAIN” so as to ensure that such activities will not hamper “PUNGRAIN” operations and safety of its stocks. However, additional space must not be used for storage of any commodity which may affect food grains.
- 40.** That obtaining of necessary approvals/license from the concerned rural and/or urban local bodies, State and Central Govt. Departments/concerned authorities for the construction and running of Complex will be the responsibility of the Tenderer at his cost and the “Pungrain” will have no responsibility in this regard, whatsoever.
- 41.** In case of railway siding godowns, the Tenderer shall enclose a feasibility report which should be ideally from the Railways. However, in case it is not possible, the Tenderer may submit the feasibility report on his own showing a detailed sketch plan of existing railway line and proposed location of godown along with a suggested layout of rails to be laid for connecting the plot to existing railway line. This report should also give the details of

ownership of land through which the railway line proposed to be laid will pass and how it is proposed to acquire the land. "Pungrain" will be at liberty to accept or reject this feasibility report based on its assessment. However, if later, Indian Railways refuse to connect the proposed land / site with existing railway line on any ground, the earnest money and Security Deposit of the Tenderer will be forfeited notwithstanding the fact that the feasibility report submitted by the Tenderer was accepted by the "Pungrain".

42. The Tenderer has to enclose with the E-Tender a detailed site and layout plan indicating the location of proposed structures and also showing the approach to main road.
43. Change of the Site is not permissible after submission of E- Tender.
44. The proposed land where the godown is to be constructed shall have good title, unencumbered and free from any dispute, failing which "Pungrain" reserves the right not to take over the warehouse on lease.
45. The Tenderer, with the permission of "Pungrain", may mortgage/charge the said property for availing advances for construction of the godowns after award of contract.
46. The handling and transport work will be carried out by the contractor appointed by "Pungrain". "Pungrain" reserves the right to preserve and maintain the foodgrains stocks through its staff or through any other party/agency at its sole discretion and the tenderer shall have no claim or objection in this regard.
47. In case, the godown or any part thereof becomes unstorage worthy, "Pungrain" shall notify the same to the Tenderer and the Tenderer shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorage worthy for the period the premises remained unstorage worthy. In case the Tenderer delays or fails to carry out the repairs as above, "Pungrain" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "Pungrain" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorage worthy.
48. The Investor must keep the scheduled property duly insured at all times during the agreement period at his cost, however, in case of agreement with services, investor must keep the scheduled property as well as the stocks duly insured at all times during the agreement period at his cost.
49. The Notice Inviting E-Tender, all the schedules, appendices and annexures to this E-Tender document and the terms and conditions enumerated therein are to be read and construed as part of this E-Tender and shall be binding on the Tenderer.

**50. INDEMNITY:**

The Tenderer 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 Tenderer or its Management, employees, staff, agents, affiliates.

**51. PROGRESS REPORT**

- (1) The Tenderer shall render from time to time such reports concerning the progress of the contract and construction of godowns as may be required by the "Pungrain".

- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the "Pungrain" under the contract, nor shall operate as an estoppel against the "Pungrain" merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

**52. INSPECTION OF GODOWNS:** - The construction work of the godown will be inspected by a Committee of following officers:

- i) Civil Engineer to be nominated by GM, FCI of the Region.
- ii) Civil Engineer to be nominated by MD of Pungrain. .

**iii) The work shall be inspected at the following stages:**

- a) Layout stage**
- b) Lintel level**
- c) Roofing level**
- d) Completion stage**

The Tenderer shall inform the Pungrain regarding completion of each stage of construction. The Committee members will inspect the site of construction at the earliest but not later than 15 days period.

- iv) After inspection, a joint inspection report shall be prepared by the Committee and shall be communicated to successful Tenderer within a period of 7 days.
- v) The defects pointed out in the inspection report shall be attended to by the successful Tenderer without any extra cost or time whatsoever.
- vi) The scope of inspection shall be limited to general layout, level of various components, structural stability and external and internal electrification of the godowns and other buildings.

The godown would not be taken over by the Pungrain if the defects pointed out at various stages of inspection are not removed by the successful Tenderer.

**53. TAKING OVER OF GODOWNS**

- (1) The parties to this agreement expressly agree that on completion of the construction of the said godown to the entire satisfaction of "PUNGRAIN" in terms of the contract, the Tenderer shall hand over the possession of the godown along with the premises, fixtures, fittings, installations on the date fixed by the "PUNGRAIN" for taking over the possession of the godown as per the contract and the "PUNGRAIN" shall take over the possession of the same.

**54. Redressed of grievance at the time of takeover of godown:-**

A Committee consisting of Executive Director (Zone), FCI of concerned State as Chairman and General Manager of FCI and/or MD of "PUNGRAIN" as Member would look into grievance of Tenderers at the time of taking over of godown and subsequent grievances. In case of any dispute at the time of taking over of the godown, the above Committee's decision would be final and binding on the tenderer.

**55.** This agreement is bilateral agreement between the "PUNGRAIN" and the Tenderer and the involvement of Govt. of India by way of designing of the scheme or "PUNGRAIN" by way of

being associated at various stages or even thereafter will not be construed as their being party to this bilateral agreement.

- 56.** As evolved in the 10 year PEG Scheme, it was noticed that the System of SLCs and HLCs was very effective in interest of the projects. So, System of SLCs and HLCs are institutionalized in the tender. The said Committees shall be empowered to approve rates, decide locations, resolve disputes, grant extensions and also take decisions on relaxations for successful implementation of the projects. However, the investor shall have no right whatsoever to claim relaxation as a matter of right.

**(a) State Level Committee:**

**4.1 Constitution of SLC:**

The State Level Committee would consist of the following:-

- (1) Secretary(Food) of the State/ ED(Zone), FCI- Chairman
- (2) ED(Zone), FCI
- (3) GM(Region) FCI
- (4) Director(Food) of the State
- (5) MD, SWC
- (6) Regional Manager of Central Warehousing Corporation(CWC)
- (7) Nominee of General Manager of the Railways under whose jurisdiction the concerned location is situated
- (8) MD of any other State Agency nominated by State Government
- (9) Nominee of the Department of Finance of the State Government

**4.3 CONSTITUTION OF HLC:**

**The HLC will consist of the following:-**

**(a) Member from Government of India & FCI**

- (1) CMD (FCI) - Chairman
- (2) AS&FA, Ministry of Consumer Affairs, Food & Public Distribution
- (3) MD, CWC
- (4) JS(P&FCI)
- (5) JS(Storage)
- (6) Economic Adviser, Department of Consumer Affairs
- (7) Executive Director of Railway Board
- (8) Executive Directors (Storage/Traffic /Procurement/ Sales/Finance), FCI Headquarters

**(b) State Government representatives:**

- (9) Secretary(Food) of State Government concerned
- (10) Finance Secretary of the concerned State.
- (11) Director(Food) of State Government of concerned State.
- (12) MD of the State Warehousing Corporation (or any other State Government Agency involved in the scheme)**

**57. GODOWNS WITH FLEXI-STORAGE CAPACITY**

- (a) The godowns to be henceforth hired should preferably be able to accommodate storage of different commodities thus ensuring better utilization.
- (b) The godowns would be suitably structured so as to ensure that storage of foodgrain and the movement of "PUNGRAIN" stock is not disturbed and also to ensure that the possibility



of the deterioration of the stock is eliminated.

- (c) Restrictions should be imposed on the commodities which can be stored in separate compartments of the godown for which prior permission of the "PUNGRAIN" would be required. Fertilizers, Pesticides, Chemicals will not be stored in the same compartment where FCI stocks are stored.

**58. CORRUPT PRACTICES:**

The Tenderer shall not offer or give or agree to give any person in the employment of the "PUNGRAIN" or any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contract with the "PUNGRAIN" or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the "PUNGRAIN". Any breach of the aforesaid condition by the Tenderer or anyone employed by him or acting on his behalf whether with or without the knowledge of the Tenderer or the commission of any offence by the Tenderer shall entitle the "PUNGRAIN" to cancel the contract and all or any other contracts with the Tenderer and recover from the contractor the amount of any loss arising from such cancellation.

**59. INSOLVENCY AND BREACH OF CONTRACT:**

- (A) The "PUNGRAIN" may at any time, by notice in writing summarily determine the contract without Compensation to the contractor in any of the following events,
- a. If the Tenderer 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.
  - b. If the Tenderer 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.
- (B) The contract is also liable to be terminated if the Tenderer commits breach of any of the terms of the contract and in that event the Tenderer is responsible and liable for all loss and damage arising out of and as a consequence of such breach.

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

**60. NORMALIZATION OF FINANCIAL BIDS:**

A normalizing factor in terms of Rs 0.07/- per Quintal per Kilometer will be applied, if more than one bid is received, to all the bids received for a location beyond a distance of 8 KM from the railhead while evaluating the price bid.

However, in case of road-fed godowns, the following guidelines will be followed: -

1. The limit of location of godowns is fixed at 8 Kms from the boundary of municipal limits of District Headquarters or 15 Kms from the zero point of the location. No normalization factor

would be applied for such road-fed locations.

2. The offers beyond the above limits will not be considered.

**61. Payment Terms:**

Tenderer shall confirm that the Invoice raised to "PUNGRAIN" is compliant with the provision of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by the "PUNGRAIN". Tenderer shall confirm that the Invoice raised during a month is duly reported in the GST returns for the said month. Further "PUNGRAIN" reserve the right to release the payment of GST amount charged in the supply Invoice only post matching of the Invoice in the GSTIN System.

**62. FORCE MAJEURE**

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

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

**(a) Procedure for Force Majeure**

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

**(b) Prolonged Force Majeure**

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

**63. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:**

The contract will be governed by the laws in India for the time being in force. All disputes arising out of this E-Tender will be dealt in Court of Law of competent jurisdiction.

**Signature of Tenderer/**

**Authorized Signatory**

**TECHNICAL EVALUATION SHEET**

	<b>Parameters</b>	<b>Details</b>
1.	(i) Name of the Owner/Firm / Company etc. ii) Permanent Address iii) Correspondence address iv) Phone number/Mob. No. v) Fax number vi)E-mail	
2.	Name of the village/town / city where the proposed land (site) is located	
3.	Survey nos. of the land (site)	
4.	Name of the railway goods shed along with the distance to proposed site	
5.	Whether following documents furnished:	
	i) Copy of title deed or	Yes/No
	ii) Copy of registered lease deed or	Yes/No
	iii) Affidavit mentioning details of the land i.e. Khasra No./Kila No. (nomenclature used for Revenue records in state specific land revenue code ) which the tender undertakes to acquire within 120 days from date of acceptance and supplementary guarantee in form of Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all Urban/Rural/ State Co-Operative banks and Gramin Banks).	Yes/No
	iv) In case of land on private registered lease, a no objection certificate by way of affidavit from the lessor for construction of the godown	Yes/No
	v) Non-encumbrance certificate	Yes/No
	vi) Copy of Firm Registration Certificate/Partnership Deed/AOA&MOA in case of company	Yes/No
	vii) Copy of sketch plan indicating boundaries.	Yes/No
	viii) Copy of the layout plan indicating layout of godowns, office building, roads, railway siding, weigh bridge, parking areas & other ancillary facilities	Yes/No
6	(i) Area of land (ii) Proposed Storage Capacity	
7.	Feasibility report by the Tenderer in case of railway siding godowns (annex the Report)	Yes/No
8.	Distance from i) nearby "PUNGRAIN" / CWC godowns ii) Nearby mandis along with their names	
9.	Distance from National/ State Highway along with the name of the high way	
10.	Traffic accessibility to the proposed godown free from all hindrances	Yes/No
11.	PAN & GSTIN of the Tenderer (enclose copy)	
12.	Requisite EMD furnished	Yes/No i) Amount of EMD Rs. ii) DETAILS
13.	Income Tax returns for the last 03 years or Bank statement of one year in case of non-assesse.	

14.	Requisite Bank Guarantee furnished	Amount of BG Rs. Period of BG BG. No. & Date Name of issuing Bank and Branch Full address and telephone no. of Bank/branch
15.	Bidder must submit Bank Detail(Compulsory)	Account Holder Name-Bank Name – Branch Name – Account No.- IFSC Code No.-
16	For lease with services only: Whether two years of prior experience of Preservation Maintenance & Services (PMS) of foodgrains....yes/no If yes, details thereof and documentary proof in support (Capacity handled, no. of years, agency) If No, whether ready to hire personnel having two years relevant technical experience of preservation and maintenance of foodgrains(YES/NO). If yes attach undertaking	
17	Whether Existing CAP premises are being considered in lieu of land requirement under the tender, (yes/no) If yes, Affidavit for clear title of the existing CAP be attached.	

(Documentary evidences regarding the claims made above to be annexed)

\*As per No. E.(394)/PEG-08 &09/MTF/2016 Date 03.02.2020 in case, the Tenderer is a registered/unregistered partnership firm, the land must be in the name of firm or one or more of its partners. As per the liabilities of the partners in the Partnership Firm, it is not limited, so submission of individual Bank statement of partner for last one year may be considered in case of partnership firm who is a non-assesse. Also, this will lead to higher competition.

**Signature of Tenderer/Authorized Signatory**

**Note:**

1. "PUNGRAIN" reserves the right to verify the documents submitted by the Tenderer and also to call for any additional information and documents as deemed necessary.
2. In case if space is found short in any one or more of the columns above, additional information can be annexed on separate sheet of papers and the annexure number of these papers may be mentioned in the relevant column / columns above. All such annexures should be signed and sealed by the Tenderers or his authorized representative.

**PRICE BID (LEASE WITH SERVICES)**

The rates should be quoted as composite storage charges/contract value for full duration of guaranteed hiring of godown (Calculated as: Offered storage charges per MT per month\*capacity of godown offered in MTs \* 60 months of guarantee period) inclusive of GST in figures as well as in words. There should be no cutting/overwriting in the price bid.

I/We hereby quote following rates as composite storage charges/contract value for full duration of guaranteed hiring of godown inclusive of GST of food grains/coarse grains/sugar etc. including preservation, comprehensive insurance, watch & ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh bridge, computer systems (Desktop with data card) along with internet facility, UPS, Laser printer, Thermal Printer, tablet (with SIM card), and associated manpower for all operations connected with the maintenance of these facilities.

i. Rates in Figures

Rupees.....and Paisa ..... only

ii. Rates in Words

Rupees.....and Paisa.....only

This rate is inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation and charges thereof, maintenance of weigh bridge, computer facilities as enumerated at Clause No. 38 & 39 and other charges and as well as other local taxes/statutory charges associated with the operation and facilities provided as per terms of the agreement to be entered.

Signature of Tenderer/Authorized Signatory

name of Signatory

Full name of the Tenderer

**NOTE: PRICE BID SHOULD BE FILLED ONLINE ONLY. NORMALIZATION FACTOR OF Rs 0.07/- PER QUINTAL PER KILOMETRE (IF APPLICABLE) WILL BE APPLIED, IF MORE THAN ONE BID IS RECEIVED, TO ALL THE BIDS RECEIVED FOR A LOCATION BEYOND A DISTANCE OF 8 KM FROM THE RAILHEAD, ON ABOVE QUOTED RATE DURING FINANCIAL EVALUATION AS PER THE CLAUSE 60 OF THE MTF.**

**PRICE BID (LEASE ONLY)**

The rates should be quoted as composite storage charges/contract value for full duration of guaranteed hiring of godown (Calculated as: Offered storage charges per MT per month\*capacity of godown offered in MTs\* 60 months of guarantee period) inclusive of GST in figures as well as in words. There should be no cutting/overwriting in the price bid.

I/We hereby quote following rates as composite storage charges/contract value for full duration of guaranteed hiring of godown inclusive of GST of food grains/coarse grains/sugar etc. as rent which includes ancillary facilities such as officer room, toilets, water tank, labor rest shed, electric room, pump room, lorry weigh bridge, and associated manpower for all godown operations connected with the maintenance of these facilities.

i. Rates in Figures

Rupees.....and Paisa ..... only

ii. Rates in Words

Rupees.....and Paisa ..... only

This rate is inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation and charges thereof, maintenance of weigh bridge and other local taxes/statutory charges as applicable on godowns and godowns operations thereof, as per terms of the agreement to be entered.

Signature of Tenderer/Authorized Signatory

Full name of Signatory

Full name of the Tenderer

**NOTE: PRICE BID SHOULD BE FILLED ONLINE ONLY. NORMALIZATION FACTOR OF Rs 0.07/- PER QUINTAL PER KILOMETRE (IF APPLICABLE) WILL BE APPLIED, IF MORE THAN ONE BID IS RECEIVED, TO ALL THE BIDS RECEIVED FOR A LOCATION BEYOND A DISTANCE OF 8 KM FROM THE RAILHEAD, ON ABOVE QUOTED RATE DURING FINANCIAL EVALUATION AS PER THE CLAUSE 60 OF THE MTF.**

**SPECIFICATIONS PROPOSED FOR CONSTRUCTION OF  
CONVENTIONAL TYPE GODOWNS BY PRIVATE PARTIES:**

**(CONSIDERED FOR STANDARD 5,000 MT CAPACITY)**

1. Godown Centre to Centre                      125.55m X 21.80m
2. Outside to Outside                              126.01m X 22.26m
3. Excluding both Varandah                      126.01 m X 22.26m
4. Including both Varandah                        126.01 m X 27.75 m
5. Platform shall be constructed on both sides (However, isolated platform of 4.65 m X 0.90 m to be constructed in case of non-availability of sufficient space).
6. Rail side Varandah Width:                    3.05 m (including nosing)
7. Road side Varandah Width:                  2.44m (including nosing)
8. Plinth Height:                                    i) For road-fed - 0.80 m  
    ii) For rail-fed - 0.91 m
9. 5,000 MT godowns = 3 Compartments. (Carpet Area of Each Compartment: 41.45m X 21.34m, 4 Compartment of 1250 MT each under 3 stack plan, 2 stack plan having capacity 1120 MT and 1 stack plan having capacity 640 MT as per FCI standard layout).
10. One Compartment C/C length 41.85 m.
11. One Compartment = 1670 MT capacity.
12. No of collapsible gates = 12 Nos (Six on each side).
13. No. of Stacks in each Compartment: 12 Nos., 9 Nos., 8 Nos. and 4 Nos., according to availability of land size.
14. Size of Stacks = 6.10m x 9.15m.
15. Godown height at eve in respect of road-fed = 5.60m & Rail-fed =6.35m.
16. Varandah Truss height on road side = 3.35m and on Rail fed side 3.95m above plinth.
17. No. of rolling shutters = 12 Nos. of size 1.83 m X 2.44 m each.
18. Grilled rolling shutters/Monkey/Bird proof Shutters = 12 Nos. of size 1.83 m X 2.44 m each.
19. Top Ventilator size 1.50m x 0.62 m = 54 Nos. in both long walls.
20. V8 ventilators 0.39m X 0.80m = 42 Nos.
21. R.C. Column to be provided at 4.65 c/c. in long wall & 4.36 m c/c in GW & P.W. as per approved design
22. Surrounding Road/CC Road: 6.70 m wide.
23. Approach Road and Peripheral Road: Minimum 6.70 m wide and the road between 2 rows of

Godowns is 15 m.

24. Roofing should be either truss-less or tubular truss.

**A. DETAILS OF GENERAL SPECIFICATION FOR GODOWN/WAREHOUSE:**

The tenderers will be permitted to inspect the site and collect soil and water samples from the site before bidding. Tenderers are expected to acquaint themselves with the site conditions.

1. **FOUNDATION:** To be constructed as per design, depending on the safe bearing capacity provided by Government Engineering Institutes.
2. **PLINTH BEAM, TIE BEAM & COLUMNS:** To be as per the design approved by Government Engineering Institutes.
3. **SUPER STRUCTURE:** To be as per the design approved by Government Engineering Institutes.
4. **SUN SHED / CHAJJA:** To be provided as per site requirements.
5. **FINISHINGS:** 12mm thick cement plaster with cement mortar (1:6) (1 cement: 6 fine sand) on both sides i.e. internal & external walls, 6mm thick plaster with cement mortar (1:3) on exposed surface of columns with 3 coats of white wash on inner walls & colour wash/ snowcem on external walls. Whitewash to be done every five years.
6. **FLOORING:** (A) 230 mm thick sand filling for base. (B) 100 mm thick P.C.C. (1:4:8) (1 cement: 4 coarse sand: 8 stone aggregate 40 mm nominal size) (C) Fixing of glass strips 50 x 4 mm size in flooring for panels. 50 mm thick C.C (1:2:4) (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal size) flooring with neat cement punning.
7. **ROOFING:**
  - 7.1 Truss-less Galvalume sheet is mandatory and as per specification mentioned below.
  - 7.2 Truss-less Galvalume sheet roofing is mandatory for construction of godown with following specifications: -
    - 7.2.1 The roof of the structure shall be of single span structural with self- supporting/pre-engineered structure without any truss or what so ever, at a height not less than 5600mm from the plinth level to the tie level at the column ends, both for rail-fed and road-fed storage structures. The roofing system should be designed to withstand the wind load (as per IS Part 3) & earthquake load (as per IS: 893). The design should also comply with any other relevant IS codes. The steel sheet shall be 914 mm wide (Tolerance +/- 2 mm) having minimum thickness 1.03 mm (Tolerance +/- 0.02mm). The minimum yield strength of the steel sheet should be 350 M Pa. The steel sheet should be alloy coated on both sides as per following standards:-
      - a) The alloy coating on the steel sheet should be of 55% Aluminum, 43.5% zinc and 1.5% Silicon. The minimum thickness of coating shall be 20 microns on outer surface and 10 microns on the inner surface. The thickness of the coated steel should not be less than 1.03 mm including BMT, alloy coating and priming/paint coating,  
OR
      - b) The steel sheet should have zinc coating of minimum 120 GSM, total of both surfaces as per IS: 277. The minimum total coated thickness of sheet shall be 0.50mm.
    - 7.2.2 In a godown of 5,000 MT capacity having 3 compartments of 1,670 MT each, 9 Turbo Ventilators (Aluminum) of size 24", capacity 2200 CFM are required in each compartment i.e. 27 Turbo ventilators in a godowns of 5,000 MT capacity. Therefore, in a godown of 5,000 MT one turbo ventilator is required to be fixed in each bay/panel.



7.2.3 The design of the roofing shall be in accordance with the general constructional practices and relevant Indian Standard codes for loading standards (IS: 875).

8. **WINDOWS, VENTILATORS, ROLLING SHUTTERS:** Rolling shutters (clear opening) of size 1.83m x 2.44m fixed on wall, Air entrant (Windows) of size 0.62m X 0.62 m and top ventilators of size 1.50m X 0.62m with angle iron.

In case, Turbo Ventilators are provided as per clause 7.2.2, the element for providing conventional top ventilators as stated above i.e. of size 1.50mx0.62m may not be necessary. No change in numbers and size of Air entrant (window) will be permitted.

A. **ROADS:** The formation Level and Internal Road Level shall be kept 200 mm and 300 mm respectively above the level of MDR/SH/NH as the case may be. 27.5 cm thick W.B.M road (Metal Road) having clear width of 6.7m if there is one row of godowns and 15 m wide road in between two rows of godowns with necessary layers of gravel base, metal layer to withstand the Traffic, is to be laid with 4 cm thick premix carpet. Thickness of WBM may be more in case of poor soil having less CBR value. Further CC Road may be constructed as per the approved drawing by any Govt. engineering college.

B. **COMPOUND WALL:** 1.98 m high boundary wall in brick work (1:6) or RR. Masonry above Ground level with 0.6 m High, 7 rows of barbed wire / concertina coils with angle iron posts 2.44 m C/C on top of wall is to be provided. 15 mm thick plastering in cement mortar 1:6 (1 cement: 6 fine sand) on rough side of the wall and 12 mm thick plastering with cement 1:6 (1 cement: 6 fine sand) on plain side of the wall as of brick masonry and pointing ruling/raised & cut on either side of the wall for RR masonry shall be provided.

C. **GATE AT MAIN ENTRANCE:** 6.10m wide steel gate with tubes and 0.91m wide wicket gate with tubes / angle iron.

D. **ELECTRICAL INSTALLATION:** External tube light / sodium vapour fittings on outside of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided inside the godowns as well as on platform with the sodium vapour or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.

E. **WATER SUPPLY:** Suitable arrangement for purifying water to overhead tank for supply to office block and drinking water provision for labour /Staff/ Officers and others to be provided.

F. **EXTERNAL DRAINAGE:** The campus shall be provided with well-designed drainage as per site conditions.

G. **SEWERAGE:** Sewage shall be treated as per Pollution Control Board norms prevailing in area.

H. **Fire Fighting System:** Provided by tenderer as per Government guidelines.

I. **CCTV:** CCTV cameras with live feeding facilities as per the specifications of FCI.

#### **OFFICE BUILDING SPECIFICATION:**

1. **FOUNDATIONS:** Adequate Depth of foundations shall be provided with leveling course of CC (1:5:10) (1 cement: 5 coarse sand: 10 stone aggregate of 40 mm nominal size) thick for all walls. Brick masonry / Random rubble stone masonry in cement mortar (1:6) (1 cement: 6 coarse sand) shall be provided for foundations.

2. **PLINTH BEAM, SUNSHADES, ROOF SLAB & LINTELS:** R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size) for plinth beam over R.R. Masonry /

brick work. Necessary sunshades to be provided for all external doors and Windows. Roof slab is to be provided with minimum 100 mm thick R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size), lintel over Doors & Windows to be provided.

3. **SUPER STRUCTURE:** Brick masonry in cement mortar (1:6) for 0.23m thick shall be provided.
4. **FINISHINGS:** 12 mm thick cement plaster with cement mortar (1:6) on finished side of brick work and 15mm thick cement plaster with cement mortar (1:6) on rough side shall be provided.
5. **PAINTING:** Oil bound distemper two coats over one coat of primer for all internal surface walls and **snowcem** two coats over one coat of primer on external walls.
6. **FLOORING:** Sand filling under floor to be provided. 40 mm thick flooring in C.C. (1:2:4) with neat cement punning and glass strip panels shall be provided or vitrified tile flooring may be provided.
7. **DOORS & WINDOWS:** For ancillary structures, wooden paneled door, flush door of minimum size 0.90m x 1.98m & 0.76m x 1.98m are to be provided. Wooden Windows of size 0.90m x 1.20m paneled with iron grills and glass ventilators shall be provided.
8. **SANITARY:** **Vitrous** wash basin, Indian type water closet, ventilating shaft, rain- water pipes, stone ware pipes of 100 mm, septic tank & dispersion trench are to be provided as required.
9. **ELECTRIFICATION:** Internal & External Electrification to be provided with necessary suitable Tube light fittings and Fans. PEG godown owner should use energy efficient lighting devices, mainly LED lights in place of Compact Fluorescent Lamp (CFL) and Incandescent Lamp (ICL).
- I. **WEIGHBRIDGE & CABIN ROOM:** Electronic Lorry weigh bridge of 40 / 60MT capacity (as per FCI requirement) of reputed make shall be installed. Cabin room of size 3.3m X 4.8m shall be provided.
- J. **SANTRY POST :** A watchman hut of minimum size 1.2m X 2m is to be provided near the main gate including electrification or size of watchmen hut may be increased as per the site requirement.
- K. **LAND REQUIREMENT FOR CONVENTIONAL TYPE STORAGE GODOWNS (IN IDEAL SHAPE):**
  - a) First 5,000 M.T Capacity = 2.0 Acres.(approx)
  - b) Further 1.70 acres additional land will be required for an increase of 5,000 MT capacity godown each.

**Note:** The plot of land shall be as far as possible rectangular shaped. In case of railway siding godowns, the length of the plot should be enough to accommodate full rake facility in single placement.

The above land requirements are Minimum and it may vary depending upon the shape and topography of the land.

- L. **INSPECTION OF GODOWN:** The construction work of the godown will be inspected by a Committee of officers:
  - i) Civil Engineer to be nominated by GM, FCI of the Region.
  - ii) Civil Engineer nominated by MD of Pungrain. .

### Check List for inspection of Food Storage Godowns under PEG Scheme:

<b>Layout Stage</b>		
(i)	Whether the orientation of building at site is as per submitted plan.	Yes/No
(ii)	Whether the space for peripheral roads and other services is available.	Yes/No
(iii)	Whether the layout supports the overall drainage plan of the vicinity.	Yes/No
(iv)	Whether layout at site meets the basic dimension of the godown.	Yes/No
(v)	Whether structural drawings are available- a) If yes, whether the structural designing has been carried out by Structural Engineer. b) If no, the target date of receipt of structural drawing	Yes/No
(vi)	Whether drainage plan has been prepared	Yes/No
(vii)	Whether approval from local body is required If yes, the copy of approved plan	Yes/No
(viii)	Whether the agency has submitted the work programme if yes, whether the target date commensurate to offer	Yes/No
(ix)	Whether all required T&P has been placed at site	Yes/No
(x)	Whether sufficient construction material has been arranged by the agency	Yes/No
(xi)	Whether observations/deficiencies noticed a previous inspection have been attended to	Yes/No
(xii)	Note on deficiencies/observations are to be attended to	
<b>Lintel Level</b>		
i)	Whether all the material has been stored/sacked in a proper way	Yes/No
ii)	Whether all the material has been tested before use as per codal provisions.	Yes/No
iii)	Whether the foundation work has been carried out as per Lay out	Yes/No
iv)	Whether the RCC columns are placed as per the approved drawing	Yes/No
v)	Whether quality of brick/RCC is satisfactory	Yes/No
vi)	whether the progress is commensurate with the work programme submitted by the agency	Yes/No
vii)	Note on deficiencies/observations are to be attended to.	
<b>Roof Level</b>		
i)	Whether observations/deficiencies noticed in previous inspection have been attended to.	Yes/No
ii)	Whether all the material has been stored/stacked in a proper way	Yes/No
iii)	Whether all the material has been tested before use as per codal provisions.	Yes/No
iv)	Whether the roads/ancillary buildings are being constructed as per the site requirement and the progress is commensurate with the progress of main godown.	Yes/No
v)	Note on deficiencies/observations are attended to	Yes/No
vi)	In view of any deficiency noticed, the building is fit to take over.	Yes/No
<b>Completion Level</b>		
i)	Whether roofing is complete with all ancillaries such as wing tie etc.	
ii)	Ventilators are as per the requirement	Yes/No
iii)	Whether rolling shutters are functional	Yes/No
iv)	Whether Road work is completed	Yes/No
v)	Whether electricity connection/water supply etc. completed.	Yes/No
vi)	Whether drainage work is complete	Yes/No

vii)	Whether boundary wall/security gate has been completed	Yes/No
viii)	Whether this building is fit for occupation	Yes/No
ix)	If yes, the likely date of occupation.	
x)	If no, what is the extent of deficiency? App. Time frame for removal and what is target date of taking over.	

**Use of PEB (Pre – Engineered Building):**

The investors will also have the option to go for Pre – Engineered Building structure for construction of godown under PEG Scheme with following specifications as proposed by CWC and endorsed by Engineering Division of FCI, Hqrs. However, the PEB is not mandatory and it is optional: -

- A.** Long walls and gable walls are to be constructed in brick / stone masonry up to a height of 10 feet above plinth level.
- B.** Vertical cladding is to be provided over brick / stone walls above 10 feet height on all long walls and gable walls preferably with 50 mm thick profiled double skimmed poly urethane insulated sheets consisting of inner side made of micro ribbed pre coated galvanized steel sheets / galvalume sheets of 0.45 mm BMT and outer side made of pre coated galvanized sheets 0.50 mm BMT. Such insulated vertical cladding is useful in controlling outside heat due to radiation.
- C.** The roofing of the godowns would be provided with minimum 0.50 mm pre-coated profiled galvanized steel/galvalume sheets with turbo ventilators as per design requirement.
- D.** The PEB structures for godowns need to be structurally designed by govt. engineering institute, as per site conditions.

This is again reiterated that use of PEB structure is optional and investors will also have the option to go for unchanged specification (without PEB structure) as per “Specification proposed for construction of conventional type godowns by Private Parties” mentioned in the Schedule – I of the MTF.

**The investor shall be responsible for WDRA registration of the godown.**

## **Proforma-A**

### **Proforma of Bank Guarantee to be furnished along with Earnest money Deposit as supplementary guarantee where land is proposed to be acquired within the stipulated period**

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Bank) having its registered office at \_\_\_\_\_ (place) and one of its local offices at

\_\_\_\_\_ (hereinafter referred to as the Surety), and Punjab State Grain Procurement Corporation, a body corporate, constituted under the Companies Act and having its Head Office at Anaaj Bhawan, Sector 39 C, Chandigarh (hereinafter referred to as "PUNGRAIN").

WHEREAS M/s..... ( hereinafter referred to as „Tenderer“) a Company/Firm registered under \_\_\_\_\_ (if applicable) and having its registered office at \_\_\_\_\_ is bound to furnish Supplementary Guarantee in the form of Bank Guarantee with "PUNGRAIN" in connection with submission of E-Tender for construction of godowns for Storage Requirements of the State to be managed and supervised by "PUNGRAIN" for a minimum guaranteed lease of Five years on Build, Own & Operate/lease basis for -----MT capacity for storage of food grains at (locations).

WHEREAS the Tenderer as per clause no. ... of terms and conditions of the Bid No \_\_\_\_\_ dated .....has undertaken to produce necessary documents evidencing acquisition of land by way of ownership or execution of registered Lease in respect thereof as specified in the E-Tender within 120 days from the date of Acceptance of E- Tender and has agreed to furnish supplementary guarantee by way of Bank Guarantee for Rs.....

#### **NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above E-Tender made by the Tenderer to "PUNGRAIN" hereby undertakes to guarantee payment on demand without demur to "PUNGRAIN" and without notice to the Tenderer the said amount of Rs ..... (Rupees... ) within one week from the date of receipt of the demand from "PUNGRAIN" on presentation of this deed of guarantee which the Tenderer is bound to furnish with "PUNGRAIN" towards supplementary guarantee in connection with his E- Tender.
2. This guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of "PUNGRAIN" , Tenderer or the Surety.
3. "PUNGRAIN" shall be eligible to make any claim under this guarantee if the Tenderer after submitting his E-Tender, resiles or modifies his offer before acceptance thereof or fails to produce documents evidencing acquisition of specified land by way of ownership

or registered Lease within stipulated period of 120 days or violates any the terms and conditions of the contract after acceptance of the E-Tender. "PUNGRAINS" decision in this regard shall be final and binding.

4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment there under and the E-Tender shall have no claim against Surety for making such payment.
5. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of "PUNGRAIN" in writing.
6. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs ..... (Rupees... ).
7. This guarantee shall remain in force and effective up to ..... and shall expire and become ineffective only on written intimation given to the Surety by "PUNGRAIN" for this purpose and in that case this guarantee shall stand discharged.
8. The Surety shall pay to the "PUNGRAIN" any money so demanded notwithstanding any dispute or disputes raised by the Tenderer against "PUNGRAIN", Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee being absolute and unequivocal.
9. Any forbearance, act or omission on the part of "PUNGRAIN" in enforcing any of the conditions of the said E-Tender or showing of any indulgence by "PUNGRAIN" to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the written intimation thereof being given to the Surety by "PUNGRAIN".
10. Not with standing anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before..... the Surety shall be discharged from all liabilities under guarantee thereafter.
11. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank.

(Banker's Name and Seal)