PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN) Anaaj Bhawan, Sector-39 C, Chandigarh-160036

DETAILED NOTICE INVITING GEM BID

GeM Bids are invited under two-bid system from bidders who own Land or holding land under Registered Lease Deed for a minimum period of 4 years from the date of submission of Bid with permission to construct CAP (Cover and Plinth) or willing to acquire land by way of ownership /Registered Lease deed (for minimum 4 years) within 15 days from the date of acceptance of GeM Bid for construction of CAP for Storage Requirements to be managed and supervised by Pungrain for a Guaranteed Lease period of Three (3) years on Build, Own & Operate (lease with services) or lease only (i.e. without services) basis for storage of food grains at the locations, mentioned in Annexure 'VIII', in the State of Punjab.

_		
1	Place, date & time for Pre-bid investors	10.01.2025 at 10 AM, Anaaj Bhawan
	meet	Sector 39 C Chandigarh
2	Bid Submission Last Date and Time	22.01.2025 upto 3:00 PM
3	Date and time of Opening Technical Bid	22.01.2025 at 3:30 PM
4	Date and time of Opening Price Bid	Shall be intimated to technically
		qualified bidders
5	Validity of GeM Bid	30 Days
6	Name and Designation of Authority	MD PUNGRAIN
	Inviting GeM Bid	

IMPORTANT DATES IN CHRONOLOGICAL ORDER:

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

NAME OF BENEFICIARY	Managing Director, PUNGRAIN E-Tender
BANK NAME	State Bank of India
BANK BRANCH ADDRESS	SME Branch, Sector 68, Mohali
ACCOUNT NO	39341825856
IFSC CODE	SBIN0007884

(**Note: Tenderer** 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 CAP size should be of 5,000 MT. Capacity applied for a location should be in the multiples of 5000 MT only.
- 2. The Tender documents & other details are available on the GeM Portal, i.e., <u>https://gem.gov.in</u> free of cost.
- 3. The duly completed bid in the manner prescribed shall be uploaded on the GeM Portal upto 3:00 PM on 22.01.2025 and the Technical Bid shall be opened on 22.01.2025 at 3:30 PM in the presence of Tenderers or their authorized representatives who may wish to be present.
- 4. The offers shall remain open for acceptance for 30 days from the date of opening of the Technical Bid. However, Pungrain reserves the right to extend this period by

another 7 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.

- 5. If the date of opening of the GeM Bid is declared as holiday, the GeM Bid will be opened on the next working day at the same time and venue.
- 6. The GeM Bid must be accompanied by an EMD @ Rs.5 per MT for quantity offered as per GeM Bid terms within prescribed time (separate tender fee for each location). However, the State Govt. Organisation/Board/Corporation are exempted from deposit of EMD. In case the Bidder does not own land or hold it on registered lease but intends to acquire the same by way of ownership/registered lease (For minimum 4 years) within 15 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 for Rs 10.0 per MT in favour of Managing Director, Pungrain for quantity offered issued by any Scheduled Commercial Bank and valid for a minimum period of 06 months from the date of submission of GeM Bid.
- 7. GeM Bids not accompanied by prescribed Earnest Money (along with Supplementary guarantee, if applicable) will be summarily rejected.
- 8. The Earnest Money (along with release of Supplementary Bank Guarantee, if applicable) would be refunded to unsuccessful Bidder within 30 days after finalization of the GeM Bid and shall carry no interest whatsoever.
- 9. Incomplete offer/offers not strictly conforming to the manner prescribed /offer not submitted on prescribed GeM Bid Form/Mode or late/delayed GeM Bid shall not be considered and shall be summarily rejected.
- 10. Conditional GeM Bids will be summarily rejected and the EMD will be forfeited.
- 11. The location of the land specified in the GeM Bid cannot be changed at any stage under any circumstances.
- 12. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed GeM Bid Form in addition to the terms & conditions indicated herein.
- 13. There would be no post Bid negotiations.
- 14. The Bidder are requested to submit their original Bank Guarantee, if any, on or before 22.01.2025 without fail i.e. on the day of opening of online bid in the office of Pungrain at Anaaj Bhawan, Sector- 39C, Chandigarh. 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 field7037 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 GeM Bids without assigning any reason or issuing notice and are not bound to accept the lowest GeM Bid. Pungrain also reserves the right to scrap the GeM Bid enquiry at any stage without assigning any reason and Pungrain will not be liable for any costs and consequences incurred by the Bidder.
- 16. Price bid may be filled online only and in stipulated format only. Price quoted in technical bid will be out-rightly rejected

Managing Director, Pungrain

INVITATION TO GEM BID AND INSTRUCTIONS TO BIDDERS

From

Managing Director Pungrain.

Sub: GeM Bid for construction of CAP for FCI Storage Requirements to be managed and supervised by Pungrain for a guaranteed Lease of Three (03) years on Build, Own &Operate (lease with services) or lease only (i.e. without services) basis for storage of food grains at various locations in the State of Punjab.

То

Dear Sir (s)

Managing Director, Pungrain, invites GeM Bids under Two Bid system from Bidders who own Land or hold Land under Registered Lease for a minimum period of 4 years with permission to construct CAP or willing to acquire land by way of ownership/Registered Lease (For minimum 4 years) within 15 days from the date of acceptance of GeM Bid for construction of CAP for FCI Storage Requirements to be managed and supervised by Pungrain for a guaranteed Lease of Three (03) years on Build, Own & Operate on lease with services /lease without services (Select either one) basis 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 bids on GeM Portal, i.e., <u>https://gem.gov.in</u>.

1. ADDRESS FOR CORRESPONDENCE

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

For all purpose of this GeM Bid, the address of the Bidder mentioned in the GeM Bid shall be the address to which all communications to the Bidder shall be sent, unless the Bidder has notified a change by a separate letter through Registered Post Acknowledgement-Due.

2. OBJECT OF THE CONTRACT

The Bidder shall at his own cost construct Cover and Plinth (CAP) at the specified locations as per specifications attached to the schedule of this GeM Bid on his land within the scheduled time and lease the CAP to Pungrain and render the services prescribed in this GeM Bid 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 Bidder shall carry out their directions regarding any corrective action required. The Bidder 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 GEM BID:

a) The Bidder should upload the complete MTF/ GeM Bid documents, including Invitation to GeM Bid duly filled in/completed including the Annexures. The GeM Bid, submitted by the Bidder, is liable to be rejected if he fails to furnish any of the documents or information asked for in the Bid document.

b) In the event of the space on GeM Bid form being found insufficient for the required purpose, additional pages may be used. Each such additional page must be numbered serially, bearing the GeM Bid No. In such cases reference to the additional pages must be made in the GeM Bid Form.

4. UPLOADING OF GEM BID:

- (a) The GeM Bid is liable to be ignored if complete information is not given therein or if the particulars asked for in the GeM Bid are not fully filled in. The GeM Bid complete in all respects shall be duly uploaded. The name of the location for which the bid is submitted should be indicated clearly along with the capacity offered.
- (b) The persons submitted GeM Bid or other documents connected with the GeM Bid must specify in what capacity he is submitting the GeM Bid.
 - i. Whether submitting as a "sole proprietor" of the Firm or its Attorney.
 - ii. Whether as a "partner" of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to GeM Bid.
 - iii. In the case of Companies and Partnership Firms registered under the Indian Companies Act and Indian Partnership Act/Limited Liability Partnership, the representative/bidder has to mention the capacity in which he is submitting, e.g., Secretary, Manager, Partner, etc. or their duly constituted Attorney and submit copy of document empowering him to do so. In support of the above, the Bidder should submit the following documents along with GeM Bid:
- (c) Deed of Partnership/Trust: An unregistered partnership firm can participate in the GeM Bid process. However, in case the GeM Bid 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 certificate of Registration within 30 days of award of contract.
- (d) 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.
- (e) The tender is to be filled online for which detailed process has been indicated / mentioned in detailed GeM Bid Notice.
 Pungrain will not be responsible for technical or procedural delay in submitting GeM Bid in last hour. It is advised to submit GeM Bid before the date and no plea in this regard will be entertained on any ground whatsoever. Any Bid received beyond the stipulated time and date will not be considered
- 5. Who can apply (Eligible Bidders):

a. Individual:

An individual applying as owner of the Land should have Land in his own name only.

b. Partnership Firm:

In case the Bidder 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.

c. 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.

- d. Bidder holding Land under Registered Lease Deed for a minimum period of 4 years from the date of submission of Bid with permission to construct CAP can also apply.
- e. Bidder, who does not own Land nor holds it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease (For minimum period of 4 years) within 15 days from the date of Acceptance letter, can apply by furnishing Supplementary Guarantee in the form of Bank Guarantee for Rs 10.0 per MT for quantity offered issued by any Scheduled Commercial Bank and valid for a minimum period of 06 months from the date of submission of GeM Bid. The bidders are requested to submit their Bank Guarantee, if applicable, on or before 22.01.2025 i.e. the day of opening of Technical bid in the office of Pungrain at Anaaj Bhawan, Sector- 39C, Chandigarh.
- f. Bidder applying for lease with Services should have minimum 2 years' experience of preservation and maintenance of foodgrains else he also has the option of hiring personnel having 3 years relevant technical experience of preservation and maintenance of foodgrains.
- g. Bidder blacklisted by any Authority (Central or State Govt or PSUs there under or any other public authority) is not eligible to apply.

EARNEST MONEY(EMD): 6.

Technical Bid shall be accompanied by an Earnest Money of @ Rs. 5.00 (Rs. Five) per MT for quantity offered as per GeM Bid terms (separate for each location as applying for). In case the Bidder does not own land nor does he hold it on Registered Lease for minimum 4 years but intends to acquire the same by way of Ownership/Registered Lease (For minimum 4 years) within 15 days from the date of acceptance letter, he shall also submit, in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs.10.00 (Rs. Ten) per MT for quantity offered, issued by Scheduled Commercial Bank and valid for a minimum period of six months from the date of submission of GeM Bid. However, it shall be absolutely necessary for the Bidder to specifically indicate and exactly identify the Land proposed to be acquired. The Khasra/ Kila number (or any other nomenclature used for Revenue records in the State) must be mentioned in the Technical Evaluation Sheet. The EMD shall be deposited in the form of а

NAME OF BENEFICIARY	Managing Director, PUNGRAIN E-Tender
BANK NAME	State Bank of India
BANK BRANCH ADDRESS	SME Branch, Sector 68, Mohali
ACCOUNT NO	39341825856
IFSC CODE	SBIN0007884

a RTGS/NEFT	` in th	e followi	ng bank	account:
-------------	---------	-----------	---------	----------

7. GeM Bids not accompanied by requisite amount of Earnest Money and Supplementary Guarantee (if applicable) 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 Bidder. The bidders shall submit their Bank Guarantee, if any, on or before 22.01.2025 i.e. on the day of opening of online bid in the office of Pungrain at Anaaj Bhawan, Sector- 39C, Chandigarh.

8. FORFEITURE OF EMD/Supplementary Guarantee:

The Earnest Money/ Supplementary Guarantee shall be liable for forfeiture, if the Bidder, after submitting GeM Bid, resiles from his offer and / or modifies the terms and conditions thereof in any manner, it being understood that the GeM Bid documents have been made available to him and he is being permitted to submit Bid in consideration of his agreement to this stipulation. The Earnest Money/ Supplementary Guarantee is also liable to be forfeited in the event of the Bidder's failure to furnish the requisite Security Deposit by the due date after the acceptance of his GeM Bid without prejudice to any other rights or remedies available to the Pungrain under the contract /law. In the event of the Bidder's submitting conditional GeM Bids, the EMD/ Supplementary Guarantee of such Bidders will be forfeited.

9. REFUND OF EMD/RELEASE OF SUPPLEMENTARY GUARANTEE:

Earnest Money and Supplementary Guarantee, (if applicable) will be refunded to all the unsuccessful bidders after decision on GeM Bids. In case the bidder is not found qualified on technical evaluation, the Earnest Money and (Supplementary Guarantee, if applicable) will be refunded within 30 days of result of Technical evaluation subject to terms and conditions of the MTF. Earnest money will be refunded to successful Bidders after he has furnished security deposit as prescribed in the GeM Bid. 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 Bidder so desires. The Supplementary Guarantee submitted by the successful Bidder will be released on production of necessary documents evidencing acquisition of Land specified in the GeM Bid by way of Ownership or Registered lease within 15 days from the date of acceptance letter, failing which the same will be invoked/encashed by Pungrain.

It is the express term of this GeM Bid 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 Bidder from his obligation to acquire the specified Land and submit the documents within the stipulated 15 days.

10. SECURITY DEPOSIT

The successful Bidder shall furnish the security deposit for completion of construction in time @ Rs 20 per MT for CAPs (separate for each location) with the indenting office of Pungrain within 15 working days from the date of acceptance letter, in the form of RTGS/NEFT fund transfer in Pungrain account details of which would be provided at the time of award of tender. If the Bidder fails to furnish Security Deposit within the specified period, it shall be lawful for the Pungrain to terminate the contract and forfeit the EMD and Supplementary Guarantee (if any) submitted along with GeM Bid. The Security Deposit will remain with Pungrain till the construction of CAP is completed and its possession is taken over by Pungrain. The Earnest Money / Supplementary Guarantee deposited by the Bidder at the time of submission of the GeM Bid may be adjusted in Security Deposit on his request. In case the CAP capacity is not completed on the specified Land mentioned by the Bidder in the GeM Bid 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 CAP 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 CAP on guaranteed hiring till the approval of FCI if the same is not leased out to the Pungrain by the date decided by Pungrain.

The Security Deposit will be refunded without interest to the Bidders on completion and taking over of possession of the CAP by Pungrain and submission of clear "No demand Certificates" by the Pungrain and furnishing of Performance Bank Guarantee subject to such deductions from the security as may be necessary for making up the Pungrain's claim against Bidders.

Bank Guarantee shall also have the provision/option for invocation (encashment) thereof at the local branch of the bank nearest to the location of the Office of the Pungrain

11. The successful Bidder at the time of execution of lease shall also furnish a Performance Guarantee towards fulfilment of the contractual obligations under the Agreement for full storage capacity of the CAP(s), for an amount equivalent to two months' rent in case of 'lease with services' and one month rent in case of 'lease only' in the form of irrevocable Bank Guarantee issued by any Scheduled Commercial Bank, failing which the contract is liable to be terminated without prejudice to such other remedies as may be available to Pungrain under the terms of the contract/law. The Bank Guarantee shall be in the prescribed Format. The Bank Guarantee will remain valid till 6 months after the expiry of the lease period.

It shall be the responsibility of the Bidder to ensure that Bank Guarantee remains continuously valid during the currency of lease period and 6 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 Bidder.

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

The Performance Guarantee will be returned to the Bidder on satisfactory performance of the services and on completion of obligations by the Bidder 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 claim of Pungrain against Bidder.

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

12. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- (i) The offers shall remain open for acceptance for 30 days from the date of opening of the Technical Bid. However, MD Pungrain reserves the right to extend this period by 7 days at its discretion, which will be binding on the Bidder. Thereafter, this period may be further extended by the parties on mutual consent basis.
- ii) Any Bidder not keeping offers open for the prescribed period shall be summarily rejected and his EMD/ Supplementary Guarantee is liable to be forfeited.

13. OPENING OF GEM BID:

- i. Bidders are at liberty to be present or authorize a representative to be present at the opening of the GeM Bid at the time and date as specified in the GeM Bid. If the date fixed for opening of GeM Bids is subsequently declared a holiday, the GeM Bids 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 GeM Bid.
- ii. 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.

- iii. 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 bidders will be opened in presence of all the technically qualified Bidder 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.
- iv. In case of lowest Bidder 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.
- v. MD Pungrain reserves the right to accept or reject any or all GeM Bids or scrap the GeM Bid enquiry at any stage without assigning any reason or issuing any notice and is not bound to accept the Lowest GeM Bid and will not be liable for any costs and consequences incurred by the Bidder.

14. ACCEPTENCE

On finalization of GeM Bid, Pungrain will communicate acceptance of the GeM Bid in writing through Post/FAX/E-mail etc. which will conclude a binding Contract between the parties and the Bidder shall act upon such Acceptance letter.

15. **GENERAL CONDITIONS OF GEM BID**

DEFINITIONS:-

- a) Cover And Plinth, herein after called CAP.
- b) SLC means State Level Committee of FCI
- c) NODAL AGENCY means Agency of the State Govt and tendering authority .i.e Pungrain.
- d) **FCI** means Food Corporation of India
- e) Managing Director means the Managing Director Pungrain

- f) 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 Pungrain or any person authorized by him in this behalf.
- g) **Stocks** mean food grains stored in the CAP Storage.
- h) **Warehouse Manager** means the Inspector In-charge of Pungrain of the particular Warehouse Unit/Units.
- i) Technical Assistant means Technical Assistant/ Inspector of the Pungrain
- j) **Investor** means the owner/investor of the CAP or any person or representative duly authorized by him.
- k) **Contract** means and include Notice inviting GeM Bid, GeM Bid document, its schedules, annexure, appendix and acceptance of GeM Bid.
- 1) **Writing** includes matter either in whole or in part, in manuscript, type written, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- m) Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not
- n) 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.
- 16. The Bidder shall at his own cost complete the construction of CAP as per the specifications given in the schedule of this agreement on the land mentioned by the Bidder in the GeM Bid.
- 17. The Construction of CAP must be completely new only. Refurbishing/ renovation of old/existing CAP will not be allowed.
- 18. The specific location of the land proposed by the bidder in the GeM Bid for the construction of the CAP 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 bidder is liable to be forfeited/invoked as the case may be without prejudice to any other legal remedies available to Pungrain.
- **19.** All the construction material required for the construction work is to be procured in advance by the Bidder on his own. Pungrain will not entertain any request of the Bidder in this regard for the delay in completion of work due to non-availability of any materials.
- **20.** Pit-less Electronic Lorry Weigh Bridge of at least 40 Metric Tonne of standard make/BIS Standard should be installed.
- 21. In case, the main CAP is not completed in all respect but is storage-worthy, fit for operations before the due date and Pungrain /FCI requires such CAP, Pungrain /FCI may hire the same at its sole discretion on actual utilization basis (AUB). This period will not be counted towards the guarantee period and in case of delay, the period of delay shall be reduced from the guarantee period.
- 22. The Bidder 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 Bidder 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

Bidder. The land on which the CAP is proposed to be constructed should not have a HT Line (11 KVA and above/ISO SPECIFICATION) passing over the proposed layout plan of the CAP. In case of sites which have 11 KVA or above electricity lines passing over at the time of submission of bid, the bidder shall have to give an undertaking that he will get such lines removed before the taking over of plinth by Pungrain/ FCI, at bidder's own cost. However, if the lines are not removed by the time of taking over, the plinth shall not be taken over despite it being made as per the prescribed specifications. Pungrain will have a right to inspect the site from time to time and the Bidder 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/ Nullah/ Drainage should not be in the vicinity and sufficient land should be available for ancillary works. A detailed layout plan proposed for the CAPs, weighbridge, office building, roads and other facilities should also be given in the technical bid. A sample Layout plan and cross section of the plinth has been provided at Annexure III of the MTF.

- a. Provided that If Non-encumbrance certificate cannot be submitted by the bidder at the time of submission of tender, the bidder shall have to submit an undertaking (in attached format as Annexure-IV) that the necessary 'Non Encumbrance Certificate' issued by appropriate authority would be submitted before the award of contract. In such a case, if the bidder fails to submit the NEC by the prescribed deadline, Pungrain shall have the right to reject his bid and his Earnest Money/ Supplementary Guarantee shall be liable for forfeiture. The bidders shall also have an option to submit a disclosure statement regarding encumbrances involved in the offered land instead of Non-encumbrance certificate (NEC) for land offered by bidders for construction of CAP. However, decision of MD Pungrain to either accept or reject such bids considering the financial implications, would be final.
- b. b. All the bidders are required to furnish CLU certificate or submit undertaking as per Annexure IX regarding submission of CHANGE IN LAND USE (CLU) certificate issued by competent authority at the time of taking over of CAP by Pungrain, whichever applicable.
- c. c. The bidder must fill all the columns of the Technical Evaluation Sheet and attach applicable documents
- d. d. Sample Formats for Self-declaration and affidavit to be supplied in technical bid as per MTF are attached as Annexure- VI & Annexure VII
- e. Considering the fact that the proposal/ bid can be submitted in respect of agricultural land, which are comparatively at lower level than that of the road. In such cases, the bidder shall have to submit an undertaking at the time of Site Inspection by District Committee, to raise the level of land being offered at bidder's own cost. However, taking over of such site/ CAP would be subject to the land/plinth being at prescribed level.

23. In case of lease with services:

- a) The Bidder should have two years technical experience of preservation and maintenance of foodgrains or he can hire personnel having three years relevant technical experience.
- b) The Bidder shall also provide Data Entry Operators along with computer hardware to ensure data entry on daily basis as stipulated in the Tender. For every 5000 MT, unit should have at least one Data Entry Operator upto 20000 MT CAP and one for every 10000 MT beyond 20000 MTs CAP.
- 24. In case of the land possessed by registered lease basis, the minimum period of lease shall be four years (4) from the date of submission of GeM Bid and the Bidder should have permission to construct the CAPs on registered leased land.

- **25.** The rate should be quoted as storage charge per quintal per month (exclusive of GST) of food grain 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. It is clarified that the due storage charges would be paid to the investor/bidder as per the capacity hired under guarantee and no extra charges would be paid for over utilisation of capacity by Pungrain/FCI.
- **26.** Conditional GeM Bids will not be considered for acceptance and the earnest money deposited with such GeM Bids shall be forfeited.
- 27. GeM Bids which do not fulfil 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 Bidder are not in order.
- **29.** Financial and technical expertise of the Bidder will be evaluated by Pungrain through its Authorized Officers.
- **30.** The land should preferably be on National or State Highway. They should offer only such land /site which has access through all-weather motorable road with sufficient width so that truck operations are not hampered. The road leading to the CAP should be free from any kind of traffic restriction for truck movement. Motorable Brick paved Road or gravel Road is also acceptable.
- **31.** The successful Bidder shall furnish Security Deposit within 15 days from the date of Acceptance letter and he will get a maximum period of 60 days from the date of communication of Acceptance by Nodal Agency i.e Pungrain or before the completion of stacking of wheat being procured by Govt agencies during RMS 2025-26, whichever is earlier, for construction of CAP. The period for construction of CAPs will include the 15 days' time granted for production of documents by the Bidder who intends to acquire land.
- **32.** The delay of maximum of 15 days in construction may be allowed to the Bidder, at the discretion of the MD Pungrain, on their request in writing with a corresponding reduction in the guarantee period.
- **33.** Pungrain, after satisfying itself that the CAP has been completed before the permissible period as per specifications and terms & conditions of this contract will take over the CAP within one month of completion of the CAP in all respects and the guarantee period will start only from the date of final taking over and stacking of wheat over the CAP. This date of final taking over and stacking of wheat shall be certified by the concerned agency. In case, it is not completed well before stacking of foodgrains during RMS 2025-26, it may be considered for taking over from the next RMS 2026-27. But, the guarantee period shall be reduced by one year.
- **34.** Pungrain reserves the right to refuse to take over the said CAPs on guaranteed hiring for three (03) years at any time if the construction of CAP is not completed as per specification in all respects and leased out to the Pungrain by the due date and in that event the Security Deposit of the Bidder is also liable to be forfeited.
- **35.** The Bidder shall not make any changes in the constitution of the firm during the currency of the contract, 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 a breach of contract by the contractor.

- **32.** The Bidder shall execute a lease deed with Pungrain on the day of taking over of the possession of CAP.
- **33.** The Notice Inviting GeM Bid, all the schedules, appendices and annexures to this GeM Bid document and the Terms &Conditions enumerated therein are to be read and construed as part of this GeM Bid and shall be binding on the Bidder.
- **34.** The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
- **35.** There will be no enhancement in rent during the guarantee period in case of lease only. However, in case CAP is hired for lease with services, annual increase in rate will be 33% of percentage increase in WPI. In case of decrease in WPI there would be decrease in rate at the rate mentioned above subject to the same not going below the initially approved rate.
- **36.** Pungrain has the liberty to release the CAPs after the guarantee period of three years.
- **37.** Necessary ancillaries like laying of roads, Installation of Weigh Bridge, Construction of office Building, proper fencing (at least barbed wire which shall be of 2m height having 10cm horizontal distance between the wires and providing two diagonal wires between angle post placed at a distance of 3m each) of the site, drains, toilets, supply of Electricity, Water etc., are to be provided by the Bidder in the Complex. The Rent quoted in the GeM Bid per quintal per month shall be inclusive of all ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads, etc.
- **38.** 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 Bidder at his own cost and the Pungrain will have no responsibility in this regard, whatsoever.
- **39.** The Bidder has to enclose with the GeM Bid a detailed site and Layout plan indicating the location of proposed structures and also showing the approach to main road.
- 40. Change of the Site will not be allowed after submission of GeM Bid.
- 41. The proposed land where the CAP 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 CAP capacity on lease.
- **42.** The bidder, with the permission of Pungrain, may mortgage /charge the said property for availing advances for construction of the CAP after award of contract. However the food grain stocks & stock articles stored by Pungrain/FCI on plinths constructed on such land/property shall remain unencumbered and the Bank shall have no right of mortgaging such foodgrain stocks & stock articles.
- **43.** The handling and transport work will be carried out by the contractor appointed by Pungrain / FCI.
- 44. In case, the CAP or any part thereof becomes unstorage-worthy/non-operational, Pungrain shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the CAP or such part thereof which was rendered unstorage-worthy/non-operational for the period the premises remained unstorage-

worthy/non-operational. In case the Bidder 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. MD Pungrain reserves the right to terminate the Agreement and the Guarantee without any liability/compensation, if the CAP is rendered permanently unstorage-worthy/non-operational.

45. The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost. However, in case of 'Lease with services', the Lessor must keep the scheduled property as well as the stocks duly insured at all times during the agreement period at his cost.

46. **INDEMNITY**:

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

47. **PROGRESS REPORT:**

- (1) The Bidder shall render from time to time such reports concerning the progress of the contract and construction of CAP 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.
- (3)INSPECTION OF CAP: The construction work of the CAP will be inspected by a Committee of officers:
 - a. Civil Engineer to be nominated by GM, FCI of the Region.
 - b. Civil Engineer nominated by MD Pungrain.
 - c. One Officer of QC and Finance each of FCI of concerned Divisional Office.

Note: There shall be two inspections in all. First inspection shall be at Layout stage and final inspection shall be at the Completion stage on the request of the Pungrain. The Bidder 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 7days period from the date of such request.

- i) After inspection, a Joint inspection report shall be prepared by the Committee and shall be communicated to successful Bidder within a period of 7 days.
- ii) The defects pointed out in the Inspection report shall be attended to by the successful Bidder without any extra cost or time whatsoever.
- iii)The scope of inspection shall be limited to adherence of the specifications given in the Schedule of the Tender. The CAP would not be taken over by Pungrain if the defects pointed out at various stages of inspection are not removed by the successful Bidder.

- **50. TAKING OVER OF CAP:** On completion of the construction of the said CAP to the entire satisfaction of Pungrain in terms of the tender terms and conditions, the Bidder shall hand over the possession of the CAP along with the premises, fixtures, fittings, installations on the date fixed by the Pungrain for taking over the possession of the CAP as per the contract.
- **51. Redressal of grievance at the time of takeover of CAP:** A Committee consisting of Principal Secretary/ Secretary (Food) of Punjab State as Chairman with MD Pungrain and General Manager FCI as Members would look into grievance of Bidders at the time of taking over of CAP. In case of any dispute at the time of taking over of the CAP, the above Committee's decision would be final and binding on the Bidder.
- **52.** Involvement of Govt. of India by way of designing of the scheme or Pungrain or being associated at various stages or even thereafter will not be construed as their being party to this bilateral agreement.
- **53.** The CAP would be suitably structured so as to ensure that storage of foodgrain and the movement of stock is not disturbed and also to ensure that the possibility of the deterioration of the stock is eliminated.

54. CORRUPT PRACTICES:

The Bidder 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 Bidder or anyone employed by him or acting on his behalf whether with or without the knowledge of the Bidder or the commission of any offence by the Bidder shall entitle the Pungrain to cancel the contract and all or any other contracts with the Bidder and recover from the contractor the amount of any loss arising from such cancellation.

55. INSOLVENCY AND BREACH OF CONTRACT:

- 1. Pungrain may at any time, by notice in writing summarily terminate the contract without Compensation to the contractor in any of the following events:
- a. If the bidder being an individual or a firm, any partner thereof, shall at anytime, be adjudged insolvent or order for administration of his estate made against him or any proceeding under Insolvency and Bankruptcy Code 2016 has been initiated against the Bidder or any other law of the land.
- b. If the bidder being a company is wound up voluntarily or by the order of a court/tribunal 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.
- 2. The contract is also liable to be terminated if the bidder commits breach of any of the terms of the contract and in that event the bidder is responsible and liable for all losses and damages 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 bidder shall be liable to pay to the Pungrain for any extra expenditure he is thereby put to.

56. NORMALIZATIONOF FINANCIAL BIDS:

a) There is every possibility of CAPs, located far from railway siding, offering less price, though additional transportation cost would be involved. In such cases the cost of hiring plus transportation involved has to be analyzed. The financial bids ought to be normalized for that particular location considering the distance from railhead. Therefore, the rate quoted for CAPs, would be normalised as per the details given in the following table prepared on the basis of prevailing transportation charges as notified by the FCI or the State Government (where FCI rates don't exist) in the immediately preceding year and the normalisation factor will be applied to all the bids received for a location

		to all the bids rece	ived for a locatio		.	0
				DEOUDED	Normalisati per Qtl per 1 month from linked Ra (beyond 1	/2 KM per ocation to ilhead km)***
				REQUIRED CAPACITY FOR		Beyond 8 km @
	STORAGE			CAP CONSTRUCTION	1 to 8 km @ Rs. 0.391 X	Rs. 0.1995 X
S.No	CENTRE	RAILHEAD	DISTRICT	IN MTs	ASOR	ASOR
1	AJNALA	KHASA	AMRITSAR	20000		
2	BHAGTANWALA	KHASA	AMRITSAR	40000		
3	CHHEHRTA	KHASA	AMRITSAR	100000		
4	MAJITHA	KHASA	AMRITSAR	20000		
5	VALLAH	JANDIALA	AMRITSAR	20000		
6	JANDIALA	JANDIALA	AMRITSAR	60000		
7	RAYYA	BEAS	AMRITSAR	30000		
8	ТАРА	ТАРА	BARNALA	60000		
9	DHANAULA	SEKHAN	BARNALA	10000		
10	BHADAUR	ТАРА	BARNALA	35000		
11	MEHALKALAN	SEKHAN	BARNALA	10000		
12	RAMPURA	RAMPURA	BATHINDA	45000		
	BHUCHO &					
13	NATHANA	BHUCHO JAITO &	BATHINDA	35000		
14	BHAGTA BHAI KA	GONIANA	BATHINDA	30000		
15	RAMAN	RAMAN	BATHINDA	30000		
16	Faridkot	FARIDKOT	FARIDKOT	10000		
			FATEHGARH	50000		
17	SIRHIND	SIRHIND	SAHIB	50000		
18	CHANARTHAL	SIRHIND	FATEHGARH SAHIB	20000		
		MANDI	FATEHGARH	20000		
19	AMLOH	GOBINDGARH	SAHIB	20000		
20	MANDI GOBINDGARH	MANDI GOBINDGARH	FATEHGARH SAHIB	10000		
			FATEHGARH	10000		
21	BASSIPATHANA	BASSIPATHANA	SAHIB FATEHGARH	10000		
22	KHAMANO	KHAMANO	SAHIB	15000		
23	Abohar	ABOHAR	FAZILKA	70000		
24	Fazilka	FAZILKA	FAZILKA	130000		
25	Ladhuka	FAZILKA	FAZILKA	15000		
26	Jalalabad	JALALABAD	FAZILKA	90000		
27	Ferozepur Cantt	FEROZEPUR	FEROZEPUR	100000		
28	Ferozepur City	FEROZEPUR	FEROZEPUR	50000		
29	Guruharsahai	GURUHARSAHAI	FEROZEPUR	45000		
30	Makhu	MAKHU	FEROZEPUR	60000		
31	Mallanwala	MAKHU, FEROZEPUR	FEROZEPUR	50000		

32	Mamdot	FEROZEPUR	FEROZEPUR	65000	
33	Talwandi Bhai	TALWANDI BHAI	FEROZEPUR	70000	
34	Zira	MAKHU	FEROZEPUR	40000	
35	DHARIWAL	DHARIWAL	GURDASPUR	20000	
36	BATALA	BATALA	GURDASPUR	80000	
	DERA BABA			50000	
37	NANAK FATEHGARH	BATALA	GURDASPUR		
38	CHURIAN	BATALA	GURDASPUR	30000	
39	SHRI HARGOBINDPUR	BATALA	GURDASPUR	30000	
40	KALANAUR	GURDASPUR	GURDASPUR	40000	
41	DINA NAGAR	GURDASPUR	GURDASPUR	15000	
42	KAHNUWAN	DHARIWAL	GURDASPUR	25000	
43	GURDASPUR	GURDASPUR	GURDASPUR	15000	
44	HOSHIARPUR	HOSHIARPUR	HOSHAIRPUR	5000	
45	MUKERIAN	TANDA	HOSHAIRPUR	20000	
46	DASUYA	TANDA	HOSHAIRPUR	10000	
47	GARHSHANKER	BANGA	HOSHAIRPUR	15000	
48	ADAMPUR	JALANDHAR CITY	JALANDHAR	5000	
49	NURMAHAL	NURMAHAL	JALANDHAR	50000	
50	GORAYA	PHILLAUR	JALANDHAR	15000	
51	SHAHKOT	SHAHKOT	JALANDHAR	25000	
52	PHILLAUR	PHILLAUR	JALANDHAR	30000	
53	MEHATPUR	NAKODAR	JALANDHAR	5000	
54	BHOGPUR	TANDA	JALANDHAR	10000	
55	NAKODAR	NAKODAR	JALANDHAR	15000	
56	KAPURTHALA	KAPURTHALA	KAPURTHALA	50000	
57	PHAGWARA	PHAGWARA	KAPURTHALA	55000	
58	SULTANPUR LODHI	SULTANPUR LODHI	KAPURTHALA	20000	
59	BHOLATH	KARTARPUR	KAPURTHALA	25000	
<i>(</i>)	MACHINIYARA		LUDHIANA	25000	
60	MACHHIWARA	CHAWAPAYAL	EAST LUDHIANA	35000	
61	MALOUD	MALERKOTLA	EAST	20000	
62	KHANNA	KHANNA	LUDHIANA EAST	5000	
02			LUDHIANA	5000	
63	PAYAL	CHAWAPAYAL	EAST	10000	
64	KILA RAIPUR EAST	KILA RAIPUR EAST	LUDHIANA EAST	10000	
			LUDHIANA		
65	MULLANPUR	MULLANPUR KILA RAIPUR	WEST LUDHIANA	5000	
66	RAIKOT	WEST	WEST	5000	
67	MANSA	MANSA	MANSA	30000	
68	BARETA	BARETA	MANSA	15000	
69	BADHNI KALAN	AJITWAL	MOGA	10000	
70	Baghapurana	KOTKAPURA	MOGA	75000	
71	Dharamkot	MOGA	MOGA	25000	
72	Kot Ise Khan	MOGA	MOGA	30000	
73	Moga	MOGA	MOGA	40000	
74	Nihal Singh Wala	AJITWAL	MOGA	15000	
75	MUKTSAR	MUKTSAR	MUKTSAR	50000	
76	BARIWALA	MUKTSAR	MUKTSAR	20000	
77	GIDDERBAHA	GIDDERBAHA	MUKTSAR	45000	
78	MALOUT	MALOUT	MUKTSAR	50000	
79	LAMBI	GIDDERBAHA	MUKTSAR	25000	
80	GHANAUR	RAJPURA	PATIALA	15000	

81	RAJPURA	RAJPURA	PATIALA	65000	
82	SAMANA	PATIALA	PATIALA	40000	
83	BHUNERHERI	PATIALA	PATIALA	5000	
84	BHADSON	NABHA	PATIALA	10000	
85	NABHA	NABHA	PATIALA	15000	
86	PATRAN	JAKHAL	PATIALA	65000	
87	ROPAR	ROPAR	ROPAR	20000	
88	LALRU	DHULKOT	SAS NAGAR	15000	
89	KURALI	KURALI	SAS NAGAR	10000	
90	SHERPUR	DHURI	SANGRUR	15000	
91	MOONAK	JAKHAL	SANGRUR	25000	
92	LEHRAGAGGA	LEHRAGAGGA	SANGRUR	15000	
93	AMARGARH	MALERKOTLA	MALERKOTLA	15000	
94	BANGA	BANGA	SBS NAGAR	10000	
95	TARN TARAN	TARN TARAN	TARN TARAN	110000	
96	CHABBAL	KHASA	TARN TARAN	85000	
97	BHIKHIWIND	PATTI	TARN TARAN	100000	
98	PATTI	PATTI	TARN TARAN	170000	
99	NAUSHEHRA	TARN TARAN	TARN TARAN	20000	
100	CHOHLA SAHIB	TARN TARAN	TARN TARAN	25000	
101	FATEHABAD	TARN TARAN	TARN TARAN	5000	

*** Kindle refer Annexure X for ASOR

- b) Comparison of offers for 'lease only' with 'lease with services' shall be done by taking following components:
 - i) Rent quoted by the bidder
 - ii) PMS charges payable to Nodal Agency
 - iii) Reimbursement of GST, if applicable
 - iv) Supervision charges payable to Nodal Agency.
- **57. Payment Terms:** Bidder 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. Bidder shall confirm that the Invoice raised during a month is duly reported in the GST returns (wherever applicable) for the said month. Further Pungrain reserves the right to release the payment of GST amount charged in the supply Invoice only post matching of the Invoice in the GSTIN System.

58. FORCE MAJEURE

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

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

(a) **Procedure for Force Majeure**

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event

within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement.

Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon a practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

(b) **Prolonged Force Majeure**

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

59. 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 GeM Bid will be dealt in Court of Law of competent jurisdiction.

If the Bidder/Contractor is a CPSE or Govt. Department/Organization the dispute resolution mechanism as provided under Department of Public Enterprises OM No. F. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 will be followed. The Arbitration Clause as provided under clause 6 of the aforesaid OM is reproduced:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

60. **Authority of SLC:** SLC shall have full powers and its decision in respect of disputes/issues pertaining to CAP Scheme shall be final and binding on the bidder / investor.

Signature of Bidder/ Authorized Signatory

TECHNICAL EVALUATION SHEET

S.no	Parameters	Details
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.	Constitution of the Firm	
2.	(Proprietor/Partnership/Company etc)	
	Attach Copy of Firm Registration	
	Certificate/Partnership Deed/AOA&MOA in	
	case of company	
3	Details of Location:	
_	a) Name of the location applied for as per MTF	
	b) Capacity applied for (In MT)	
	c) Village/town / city where the proposed land	
	(site) is located	
4	Details of Land:	
т	(Please attach Details as per Annexure VII)	
	a) Area of land (in acres)	
	b) Survey nos. of the land (site)	
	c) Latitude/Longitude	
	d) Owned/leased/to be acquired	
	e) If owned attach proof of ownership of Land	
	(Attach Aks-Chajjra/Latha/Jamabandi/ Girdawri)	
	f) If leased attach Registered lease deed of	
	and	
	g) If to be acquired -Mention details of the	
	and i.e. Khasra No./Kila No. (nomenclature	
	used for Revenue records in state specific land	
	revenue code) which the tender undertakes to	
	acquire within 15 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).	
	h) Copy of sketch plan indicating boundaries.	
5.	Non-encumbrance certificate/ Undertaking as per	Y es/No
	Annexure IV	
6	Whether 11 KVA or above HT line passing	Yes/No
	through the proposed site.	
	If yes, undertaking as per Annexure V	
7	In case of land on private registered lease, a	Yes/No
	no objection certificate by way of affidavit	
	from thelessor for construction of the CAP	
	Plinth	
8	Copy of the layout plan indicating layout of	Yes/No
	CAP, office building, roads, weigh bridge,	
	parking areas & other ancillary facilities with	
	dimensions. (Clear readable copy should be	
	attached)	
9	Name of the nearest railhead & distance	
10	Distance from Nearby mandis along with their	
10	names	

11	Distance from National/ State Highway along	
	with the name of the high way	
12	Traffic accessibility to the proposed site free from all hindrances	Yes/No
13	Accessibility :	
	a) Whether Approach Road is	Varia
	- All weather black topped - RCC/CC	Yes/no Yes/no
	 b) Width of approach road (IN FEET) As per revenue record (attach revenue report) 	
	- Actual measurement on the spot	
14	Whether any Polluting Industry is in vicinity If yes, mention distance from proposed site	(yes/no)
15	Whether land falls in flood prone area/zone. AttachRevenue Certificate	(yes/no) Attach Revenue Certificate
16	Whether land falls in water logging area/zone	(yes/no) Attach Revenue Certificate
17	Whether earth filling of land required	(yes/no)
18	Whether Affidavit mentioning that all the necessarypermissions from urban or rural local bodies, railways. Government of India and State	(yes/no)
	will betaken by the bidder. (Annexure VII)	
19	PAN of tenderer (enclose copy)	
	GSTIN of tenderer(enclose copy)/Undertaking as per Annexure IV	
20.	Requisite EMD furnished	Yes/No
		i) Amount of EMD Rs.
		ii) UTR No/NEFT/CHEQUE No.
21.	Income Tax returns for the last 03 years or Bankstatement of one year in case of non-assesse.	
22.	Requisite Bank Guarantee furnished	Amount of BG.
		Period of BG
		BG. No. & Date
		Name of issuing Bank and Branch
		Full address and telephone no.
23.	Ridder must submit Dank Datail(Compulsory)	ofBank/branch Account HolderName
23.	Bidder must submit Bank Detail(Compulsory)	
		Bank Name
		BranchName
		AccountNo
		IFSC
1		Code No

24	For lease with services only:	yes/no
	Whether two years of prior experience of	
	Preservation Maintenance & Services	
	(PMS) offoodgrains	
	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	

(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.

SCHEDULE -I

SPECIFICATIONS PROPOSED FOR CONSTRUCTION OF

CONVENTIONAL TYPE CAP BY PRIVATE PARTIES:

(CONSIDERED FOR STANDARD 5,000 MT CAPACITY)

- Plinth of 2500MT has an overall dimension of 60.22 M and 21.34 M in width having three rows of 6 stacks. Eighteen stacks each of size 9.15 meter x 6.10 meter with alleyways of 0.76 M around the stacks will be accommodated on 2500MT plinth. However, plinths with two or one rows of stacks are also acceptable subject to approved Layout Plan. The stack portion will be at raised level of 0.115 M with respect to the alleyways.
- 2. HEIGHT OF THE PLINTHS: Minimum plinth height shall be 0.60 Mts 2' above the top levels of roads around the plinths. The height shall be increased in areas where the surrounding areas are higher. The area should not be flood prone and away from nullahs and drainage.
- 3. CAPACITY: The holding capacity of each CAP complex will be minimum 5000 Mts.
- **4. APPROACH ROAD:** The site must approach a National/ State Highway or any other public road and suitable steps to allow surface water to drain into side drains should also be ensured by the party.

5. OTHER SPECIFICATIONS:

- **a.** The plinth wall shall be of brick masonary 0.23 Mtrs thick. The foundation for the wall should be designed to withstand the loads on the structure and should be taken upto the firm soil within minimum of depth of excavation as given as per 'Layout Plan furnished by the Investor and approved and clear height of plinth top shall not be less than 60 cm from the top of road. CAP should have proper fencing(at least barbed wire). In case of barbed wire, the fencing shall be of 2m height having 10cm horizontal distance between the wires and providing two diagonal wires between angle post placed at a distance of 3m each).
- b. The brick walls and the foundations for plinths shall be shown in the as per 'Layout Plan furnished by the Investor and approved(wall thickness-23 cms) plinth height–60cms and depth of foundation-45 cms. The wall foundations are for normal soils of bearing capacity not less than 10 T/sqm. These shall be suitably modified for poor soils. Mud mortar shall not be allowed to be used.
- **c.** The flooring shall be of brick on-edge over a layer of flat bricks with joints filled up with fine sand and top cement grouting. A layer of 0.12 mtrs. (4.5") thick sand filing shall be provided under the brick flooring.
- **d.** Plinth protection of 0.46 mtrs (1''-6'') minimum shall be provided all around the plinths as shown as per 'Layout Plan furnished by the Investor and approved.
- e. Open surface drains with sufficient slope shall be constructed along with plinths and lead to suitable outfall outside the complex to prevent flooding/water stagnation inside the complex.
- **f.** Motor-able Brick paved Road or gravel Road is also acceptable for Internal roads in the CAP premises. Peripheral roads inside the premises shall beat least 10 Mtrs. wide and internal roads in between the plinths shall be at least 6.7 Mtrs wide in case of single row of plinths and 15m wide in case of more than one parallel rows of plinths.
- **g.** Proper lighting facilities in the complex should be provided for the plinths and the roads inside. The approach roads should have the lights and the distance of 100 ft. each. Street lighting to be provided through street light fixtures with LED /mounted on poles spaced 30 Mtrs. Apart, the first one starting with the main gate and lights to be provided in between the plinths.

- **h.** Office block (minimum 10 feets x 10 feets), Sentry post, lavatory-cum-bath to be provided with the Office Block, labour shed and Urinal points etc. as per approved plan. Wiring in surface conducts with PVC wires required number of Fans and light points with fixtures to be provided i.e. 2 fans, 4 lights points in office, 1 fan and 2 light points in labour shed and one light point in Lavatory block.
- i. The site should have water supply arrangements so that there is no difficulty about drinking water to the staff and labour working in the complex and for operational purposes (imparting treatment etc.) The lavatory block and office block should have overhead steel or syntax tanks of capacity not less than 2,500 litres duly connected with water source and distribution lines to the above ancillaries.
- **j.** 6.10 Mtrs. wide steel gate with tubes and 0.91 Mtrs wide gate with tubes / angle iron.
- k. Fire Fighting System: The investor shall ensure to provide sufficient Fire Fighting buckets, 4/9 kg fire fighting cylinders and shall be responsible to undertake all repair/maintenance of these equipments till currency of contract.
- 1. CCTVs : To be provided by bidder on the weighbridge and entry/exit points.

6. <u>LAND REQUIREMENT FOR CONVENTIONAL TYPE STORAGE CAP (IN</u> <u>IDEALSHAPE):</u>

- a) First 5,000 M.T Capacity= 2.0 Acres.(approx.)
- b) Further 1.7 acres additional land will be required for an increase of 5,000 MT capacity each.
- **Note:** The plot of land shall be as far as possible rectangular shaped. The above land requirements are Minimum and it may vary depending upon the shape and topography of the land.
- 7. **INSPECTION OF CAP:** The construction work of the CAP will be inspected by a Committee of officers:
 - a. Civil Engineer to be nominated by GM, FCI of the Region.
 - b. Civil Engineer nominated by MD Pungrain.
 - c. One Officer of QC and Finance each of FCI of concerned Divisional Office.

Note: There shall be two inspections in all. First inspection shall be at Layout stage and final inspection shall be at the Completion stage on the request of the Pungrain.

Check List for inspection of Food Storage CAP

Site Inspection

(i)	Whether the orientation of CAP is as per submitted plan.	Yes/N0
(ii)	Whether the space for peripheral roads and other services is available.	Yes/N0
(iii)	Whether the layout supports the overall drainage plan of the vicinity.	Yes/N0
(iv)	Whether layout at site meets the basic dimension of the CAP.	Yes/N0
(v)	Whether drainage plan has been prepared	Yes/N0
	Whether approval from local body is required. If yes, the copy of	
(vi)	approved plan	Yes/N0
	Whether the agency/bidder has submitted the work programme if yes,	
(vii)	whether the target date is commensurate to offer	Yes/N0
viii)	Whether Road work is completed	Yes/N0
ix)	Whether electricity connection/water supply etc. completed.	Yes/N0
x)	Whether drainage work is complete	Yes/N0
xi)	Whether Fencing/ Security gate has been completed	Yes/N0

xii)	Whether this CAP is fit for occupation	Yes/N0
xiii)	If yes, the likely date of occupation.	
	If no, what is the extent of deficiency? Appox. time frame for removal	
xiv)	of deficiency and what is target date of taking over.	

Proforma-A

<u>Proforma of Bank Guarantee to be furnished alongwith Earnest money Deposit as</u> <u>Supplementary Guarantee where land is proposed to be acquired within the stipulated period</u>

(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 Pungrain, a body Corporate, constituted under the Companies Act and having its Head Office at Anaaj Bhawan, Chandigarh.

WHEREAS M/s......(hereinafter referred to as Bidder) 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 GeM Bid for construction of CAP for Storage Requirements and to be managed / supervised by Pungrain for a minimum guaranteed lease of three years on Build, Own & Operate/lease basis for ______ MT capacity for storage of food grains at ______(locations).

WHEREAS the Bidder as per Terms& Conditions of the GeM 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 GeM Bid within 15 days from the date of Acceptance of GeM Bid and has agreed to furnish Bank Guarantee for Rs_____.

NOW THIS WITNESSETH:

- That the Surety in consideration of the above GeM Bid made by the Bidder to Pungrain hereby undertakes to guarantee payment on demand without demur to Pungrain and without notice to the Bidder of the said amount of Rs. _____(Rupees in words ______) within one week from the date of receipt of the demand from Pungrain on presentation of this Deed of Guarantee.
- 2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Bidder and by dissolution or any change in the constitution of Pungrain, Bidder or the Surety.
- 3. Pungrain shall be eligible to make any claim under this guarantee if the Bidder after submitting his GeM Bid, 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 15 days or violates any the terms and conditions of the contract after acceptance of the GeM Bid. Decision of the MD Pungrain 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 bidder 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 upto six months from the date of issuance and shall expire and become ineffective thereafter.
- 8. Bank Guarantee can also be invoked / en-cashed at the _____ (local branch) of the issuing bank nearest to the location of the Office of the Pungrain.
- 9. The Surety shall pay to the Pungrain any money so demanded notwithstanding any dispute or disputes raised by the Bidder 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.
- 10. Any forbearance, act or omission on the part of Pungrain in enforcing any of the conditions of the said GeM Bid or showing of any indulgence by Pungrain to the Bidder shall not discharge the Surety in any way and the obligations of the Surety under this guarantee.
- 11. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or beforethe Surety shall be discharged from all liabilities under guarantee thereafter.
- 12. 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)

APPENDIX-I

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

1. PRE- STORAGE STEPS:

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

- i. Check up the CAP to ensure that there is no seepage and drainage is in perfect condition.
- ii. Cleanliness and anti-termite treatment / dis-infestation of CAP.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan.
- v. Dunnage.

2. CHECK UP OF CAP:

In order to avoid the possibility of damage to the stocks to be stored, the Warehouse Manager/technical staff should check that the CAP floor does not suffer from seepage. The CAP should be in perfect condition. All cracks and crevices should be filled in and cement plastered. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass. In case of bird trouble, bird scarer may be used.

3. CLEANLINESS AND DISINFESTATION OF CAP:

The CAP should be got thoroughly swept and cleaned. If there is any suspicion of infestation, it should be disinfested with Al. Phosphide, Malathion or any chemical suggested by Pungrain/FCI.

4. DRAWING UP OF STACK PLAN:

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

- i. Maximum space is put to use for storage of stocks.
- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the CAP is drawn, as far as possible, the base area of all the stacks should be uniform as far as possible.

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines 2 inch broad, drawn in white or black paint serves to mark the boundary of the proposed stack. While marking these stack bases care should be taken to leave 0.76 Mtr. wide alleyways between stack for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

6. STACK SIZE:

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

7. **DUNNAGE:**

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

8. KIND OF DUNNAGE:

In case of CAP storage either wooden crate or poly pallets should be used as dunnage so as to provide constant circulation of air under the bags.

9. STACK CARDS:

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

10. COLLECTION OF SWEEPING:

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

11. STACKWISE REGISTER:

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

12. CARE OF GRAIN DURING STORAGE:

A. CLEANLINESS:

The CAP should be swept regularly at least twice in a week and kept in neat tidy and hygienic condition. All webs in the alleyway & on 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 CAP. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

C. AERATION:

1. On all clear weather days aeration of the stock must be done in the day time by lifting the cover to a height of 04 bags. This can be accomplished either by

tucking the bottom edge of the cover between the bags or sticking 1 meter long bamboo sticks. In the evening it should be brought back to original position. During inclement weather or cloudy days, care should be taken to keep the stacks properly covered.

- 2. Minimum aeration requirements by completely removing the cover are as follows:
 - i). Aeration with Moisture Content (M.C.) less than 12 % one-day in a fortnight in the morning cool hours only.
 - ii) Aeration with M.C. between 12 % to 14 % one day in three days in the morning only.
 - iii)Aeration with M.C. above 14 % continuous till the M.C. is brought down to 14 % and thereafter as at (ii) and (i) above.
 - iv)A register should be maintained to indicate the aeration carried out each day.

D. SPRAYING:

As soon as the stack is complete, it should be sprayed as per following norms:

	Nature of		
Name of Insecticides	Insecticides	Dosages	Remarks
Malathion 50 EC (1:100)	Contact poison	Alleyways, empty spaces, bags surface 3 litres of prepared solution per 100 sq. metre to control insects and avoid cross infestation	Every fortnight

E. DETERMINATION OF SURFACE:

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

F. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:

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

G. FORTNIGHTLY INSPECTION:

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

- a. Check-up CAP floor, peripheral, top and bottom layer bags.
- b. Check-up of representative sample of each stack.
- c. Check-upcondition of covers and drainage.

H. DURING INSPECTION IT SHOULD BE ASCERTAINED WHEREAS:-

- 1) Proper standard of CAP hygiene and cleanliness is being maintained.
- 2) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 3) There is any heating etc. in the stocks.
- 4) The stocks require turn over owing to heating.
- 5) There is any cake formation.
- 6) 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.
- 7) 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.
- 8) There is any damage to stocks due to infestation and, if yes, to what extent.
- 9) There are any stocks warranting immediate disposal for reasons of deterioration.
- 10) The fumigation has been done in time.
- 11) The stocks have been dusted on due dates.
- 12) There is any rat/bird trouble in the CAP.
- 13) There is any damage to stocks caused by rats/birds.

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 H.O/Higher Offices of the Agency.

I. FUMIGATION:

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

Dosage - 3 tablets or 9 gms. per MT of stocks. Exposure period: 5-7 days

Dosage	Remarks		
Fumigation under Gas	Immediately when the infestation of pests		
Proof covers 3 tablet or 9	is noticed and pre-monsoon fumigation		
gms per MT of stocks (As	before the onset of monsoon.		
per instruction of FCI).			

After fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides, if fumigated, under gas proof cover it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Malathion (in case of crawling infestation) to eliminate the chances of any living pest.

The Agency/Contractor will also require purchasing of all insecticides required for maintenance of health of stocks during a particular calendar year at least three months in advance. He will also have to deposit the purchase bill of insecticides so purchased with the Agency.

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

J. TREATMENT FOR RAIN AFFECTED STOCKS:

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

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

As soon as despatch instructions / rakes are allotted, the contractor / lessor will get the priority & identification of the stocks to be delivered done from Pungrain/FCI. After loading the rake it will be responsibility of concerned contractor / lessor to get Despatch Documents from Pungrain/FCI within specific period so that payment may be realized within stipulated period.

14. BRIEF DISCRIPTION OF WORK:

- i. The lessor shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii. The joint-locking system will be adopted i.e. one set of keys shall be held by the incharge of the complex of CAP of a particular unit Warehouse Manager or any other Official(s) authorized on his behalf and the other set of keys shall be held by the Agency/ Authorized representative. The lessor shall deploy its personnel to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of investor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the Pungrain in the weight check memo Register / Weighment sheets and the daily Transaction register, in addition to deploying workers for preservation of stocks and Watch & ward thereof.
- iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason and cause, while the same are in the custody of the lessor, the lessor shall be liable to make good to the Pungrain the value of the goods @ economic cost of the particular crop year including, penalties and fines as are leviable by the agency for such shortage/ damage or loss etc. In addition, if there is any reason for suspicion of collusion of the lessor or his employee in such losses or damage, the Local authorized representative of the Pungrain at the Warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Pungrain will be final and binding on the lessor.
- iv) The agency/lessor shall also ensure receipt/despatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the

agency / lessor for any default in this regard will be governed as per the instructions / procedure contained in the FCI Hqrs. circular No. QC/5(22)/Proc.Qlty.Comp/2001 dated 3/4.6.02 with upto date amendments. It shall be the responsibility of the agency / lessor to keep themselves updated with the latest amendments / modifications in the above instructions.

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

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE INVESTOR IN THE CAP - 5,000 MT CAPACITY AS A UNIT:

S1.	Name of the	Specifications	Qty. approx. Required
No	item/article	-	
1	Crates/Poly Pallets		As per stack
2	Electronic Platform	With weights, pans, chains and	2
	weighing scale	tripod stand approved by	
		WMD.	
3	Foot sprayers/		2
	Power sprayers		
4	Moisture meter	BIS standard approved Digital	1
		Moisture meter with Printing	
		facility.	
5	LDPE covers	32 feets x 21 feets x 17 feets	36
		Avg. BIS specification No.	
		2508/2016	
6	Sand Snakes	L 40"with Dia of 7"	800
7	Poker (Iron make)		4
8	Enamel Plates		4
9	Sieve set		1
10	Thermometer		1
11	Ladder		1
12	Bucket	20 Ltrs. Each	2
13	Mug	1 Ltrs. Each	2
14	Measuring Glass	100 ML Cap.	2
15	Aluminium	Each Tables of 3 gms (for	5000 MT 4 rounds in an
	Phosphide	fumigation purpose)	year i.e. 220 Kgs./year
16	Malathian	Once in 15 days (Spraying)	55 Ltr/month
17	Sample divider	IS No. 4940/1968	1
18.	Counter Scale		1 KG
10	20 ML Measuring		
19.	Cylinder Dortable Dhysical		
	Portable Physical balance with weight		
20.	box		
21.	Sample Bags		

APPENDIX -II

MODEL FORM OF BANK GUARANTEE APPLICABLE FOR LEASE PERIOD

This deed of guarantee made this _____ day of ____ between _____ (Name of Bank) having its Registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Pungrain a body Corporate, constituted under the Companies Act and having its Head Office at Anaaj Bhawan, Chandigarh.

WHEREAS M/s......(hereinafter referred to as "Lessor") a Company/Firm registered under ______ (if applicable) and having its registered office at _______ is bound asper terms and conditions of the contract awarded against GeM Bid No......dated...... vide acceptance letter No.....dated.....to furnish a Performance Guarantee by way of Bank Guarantee for Rs......(Rupees......only),equivalent to two month's rent in case of 'lease with services' and equivalent to one month rent in case of 'lease only' capacity at the time of execution of Lease Agreement for due performance of all obligations under the said Agreement.

NOW THIS WITNESSETH:

- 1. That the Surety hereby undertakes to guarantee payment on demand without demur to Pungrain and without notice to the lessor the said amount of Rs (Rupees......) within one week from the date of receipt of the demand from Pungrain on presentation of this deed of guarantee .
- 2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Lessor and by dissolution or any change in the constitution of Pungrain, Lessor or the surety.
- 3. The Surety shall pay to the Pungrain any money so demanded notwithstanding any dispute or disputes raised by the Lessor against Pungrain, Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee is absolute and unequivocal.
- 4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment thereunder.
- 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 upto and shall expire and become ineffective only on written intimation given to the Surety by Pungrain for this purpose and in that case this guarantee shall stand discharged.
- 8. Any forbearance, act or omission on the part of Pungrain in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by Pungrain to the Lessor" shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged.
- 9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under guarantee thereafter.
- 10. 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.

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

SIGNED AND DELIVERED

For and on behalf of above named Bank.

ANNEXURE -I

Lease Only Agreement between PUNGRAIN (NAME OF THE NODAL AGENCY) and Investor/Lessor

(To be executed at the time of taking-over the CAP by PUNGRAIN after the CAP is complete in all respects)

THIS AGREEMENT made on this <u>day of</u> 2025 between M/s (Name &Address of the Investor) (hereinafter called "Lessor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and Pungrain, State Nodal Agency, a body corporate constituted under the Companies Act (hereinafter called the "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

Now this agreement witnesseth as follows:

- 1. The lease shall remain in force for a period of ----- (Maximum three years), from the date of taking over the possession of the said CAP. The Lessee shall pay the agreed rent as per the rated capacity to the Lessor within 15 days of the submission of monthly bills in triplicate @ Rupees _____/Qtl. Per month totalling to an amount of Rupees _____/Month and there will be no enhancement of rent during the agreed period of three years. The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/Bank. The Lessee shall have the liberty to release the CAP after the guarantee period of three years.
- 2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
- 3. It shall be the responsibility of the Lessor to ensure that Bank Guarantee furnished at the time of execution of this Lease shall remain continuously valid during the currency of lease period and six months thereafter. Pungrain will independently verify the genuineness of bank guarantee as well as its extensions from time to time.
- 4. If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Pungrain to invoke/en-cash Bank Guarantee in its absolute discretion towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Pungrain.
- 5. The lessor shall be responsible to keep the CAP fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of structure, burning of electrical wiring etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs

to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.

- 6. In case the CAP or any part thereof becomes un-storage worthy, Lessee shall notify the same to the lessor and the lessor shall carry out the necessary repairs immediately at his own cost to make the premises storage worthy. No rent is payable in respect of the CAP or such part thereof which was rendered unstorage-worthy for the period the premises remained unstorage-worthy. In case the lessor delays or fails to carry out the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. Lessee reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the CAP is rendered permanently unstorage-worthy.
- 7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfil any of its obligations under the contract or breaches any of the terms of the contract, by giving 30 (thirty days) notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring. The Bank Guarantee will also be invoked/en-cashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
- 8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period. Lessor can obtain bank loan, if required, in connection with construction of CAP and the Lessee will give consent and enter into tripartite agreement, if required, only to the extent of payment of admissible amount of rent directly to the bank. However, FCI/ Central Pool foodgrain stocks stored in these CAPs cannot be pledged.
- 9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
- 10. Lessee shall pay / reimburse the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proof of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter make recovery from the rent.
- 11. The lessor shall ensure compliance of all Statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the noncompliance of any such rules/law.
- 12. It shall be the responsibility of the lessor to deposit the GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
- 13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
- 14. The lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
- 15. The weighbridge operations would be carried out by Lessee. Annual Maintenance Contract would be done by Lessee with the company and the charges for the same would be deducted from the

rent bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.

- 16. The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost and also provided Fire Fighting System as per Government Norms.
- 17. The Lessee is at liberty to sublease whole or any portion of the CAP to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
- 18. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents or affiliates.
- 19. The local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf shall allow the lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.
- 20. The lessor shall not make changes in the constitution of the firm, company etc. (including change of partners/directors etc.) during the currency of the contract without prior approval of the Lessee in writing, failing which the contract shall be liable for termination forthwith without prejudice to such other remedies as may be available to Lessee under the provisions of the contract/law.
- 21. Lessee is hiring these spaces for keeping its own stocks. However, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at his own cost subject to further condition that Lessee will later remove these temporary structures at his own cost.
- 22. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.
- 23. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of clear "No demand Certificates" by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee reserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.

23. <u>SET OFF</u>

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

24. FORCE MAJEURE

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

Procedure for Force Majeure: (a)

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

(b) **Prolonged Force Majeure**

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

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

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

Witnesses:	Name & Designation of Lessee
1.	
2.	Name and address of Lessor
Witnesses:	Name and address of Lessor
1.	
2.	

ANNEXURE -II

Lease with Services Agreement between Pungrain and Investor/Lessor

(To be executed at the time of taking over the CAP by Pungrain after the CAP is complete in all respect)

THIS AGREEMENT made on this day of between M/s 2025 (Name & Address of the Investor) (hereinafter called "Lessor" which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and Pungrain, State Nodal Agency, a body corporate constituted under the Companies Act (hereinafter called the "Lessee" which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

Now this agreement witneseth as follows:

- 2. The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/Bank. The Lessee shall have the liberty to release the CAP after the guarantee period of three years.
- 3. There will be an annual increase in rent @ 33% of percentage increase in Wholesale Price Index (WPI). The base for the calculation of increase shall be the WPI at the time of entering into the Agreement. In case of decrease in WPI, there would be decrease in rent at the rate mentioned above subject to the same not going below the initially approved rate.
- 4. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
- 5. The lessor shall be responsible to keep the CAP fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of structure, burning of electrical wiring etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.
- 6. In case the CAP or any part thereof becomes un-storage worthy, Lessee shall notify the same to the lessor and the lessor shall carry out the necessary repairs immediately at his

own cost to make the premises storage worthy. No rent is payable in respect of the CAP or such part thereof which was rendered unstorage-worthy for the period the premises remained unstorage-worthy. In case the lessor delays or fails to carry out the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. Lessee reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the CAP is rendered permanently unstorage-worthy.

- 7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfil any of its obligations under the contract or breaches any of the terms of the contract, by giving 30 (thirty days) notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring The Bank Guarantee will also be invoked/encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
- 8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period. Lessor can obtain bank loan, if required, in connection with construction of CAP and the Lessee will give consent and enter into tripartite agreement, if required, only to the extent of payment of admissible amount of rent directly to the bank upon taking over of the CAP. However, FCI/ Central Pool foodgrain stocks stored in these CAPs cannot be pledged.
- 9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, air-conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
- 10. Lessor shall pay/reimburse the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proof of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter make recovery from the rent.
- 11. The lessor shall ensure compliance of FSSAI Act and all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non-compliance of any such rules/law.
- 12. It shall be the responsibility of the lessor to deposit the GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
- 13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
- 14. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
- 15. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the rent bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.

- 16. The lessor must keep the scheduled property and the stocks duly insured at all times during the agreement period at his cost.
- 17. The Lessee is at liberty to sublease whole or any portion of the CAP to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
- 17. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents, affiliates.
- 18. The lessor shall not make changes in the constitution of the firm, company etc. (including change of partners/directors) during the currency of the contract without prior approval of the Lessee, failing which the contract shall be liable for termination forthwith without prejudice to such other remedies as may be available to Lessee under the provisions of the contract/law.
- 19. Lessee is hiring these spaces for keeping its own stocks. However, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at his own cost subject to further condition that Lessee will later remove these temporary structures at his own cost.
- 20. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.

21. <u>LIABILITY FOR LABOUR AND / OR PERSONNEL ENGAGED BY THE</u> <u>LESSORS:</u>

- a. All labour and / or personnel shall be engaged by the lessor as his own employees / workmen in all respects, implied or express. In the event of any loss due to any labour problem/misconduct, the Lessor will compensate the loss(s) to the Lessee at the penal rate to be fixed by the Lessee from time to time.
- b. The responsibility to comply with the provisions of the various Labour Laws, will be that of the Lessor.
- c. That there will not be any "Master-Servant" relationship between workers of the Lessor and the Lessee.
- d. The Lessor shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition) Act, ESI Act, EPF & MP Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act and all other statutory provisions and enactments as applicable to this lease and Lessor shall also report compliance as and when demanded by the Pungrain. All the statutory levies arising out of this Contract/law shall be responsibility of the Lessor.

22. ACCOUNTS:-

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

23. **<u>PERFORMANCE GUARANTEE:</u>**

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

24. **STORAGE LOSSES**:

The Lessor will be responsible for unjustified storage losses at the time of dispatch/issue of the stocks, if on an investigation by the Lessee the same are found to be because of the fault of the Lessor. The storage losses acceptable to Lessee will be allowed and the value of unacceptable losses in storage will be recovered at economic cost of the particular crop year as per the instructions issued by Govt. of India/ FCI for storage loss/gain. While calculating the storage loss, the storage gain as per norms will also be taken into account, meaning thereby that storage gain less than norms by itself is a storage loss. It would be the responsibility of the lessor to make himself fully acquainted with the said instructions.

- 25. The lessor is liable to give delivery of stocks as and when required by the Lessee. In case of default for any reason except for any natural disaster, the lessee is entitled to deduct/recover the proportionate storage charges without prejudice to any other rights or remedies of the Pungrain under the contract and law
- 26. (a) It shall be the responsibility of the lessor to ensure the data entry on daily basis in the software to be provided by Lessee for which necessary personnel with adequate knowledge of working on computers shall be provided by the lessor. In the event of any fault or defaults on any particular day/days on the part of the lessor in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the Lessee at the Warehouse, in his absolute discretion, without prejudice to other right and remedies under this lease, shall have the right to recover by way of compensation from the lessor up to Rs.1,000/-per day besides making temporary alternate arrangements at the cost of the lessor. This decision of the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, shall be final and binding on the lessor.

(b)In case of any shortage or damage / loss, to stocks for whatsoever reason while the same are in the custody of the lessor for which fault has been found attributable to lessor, he shall be liable to make good all the losses suffered by Lessee @ Economic cost of the

particular crop year. The decision of Lessee in this regard, will be final and binding on the lessor.

(c) The lessor shall be responsible for any loss, destruction or deterioration of food grains or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees / labourers or due to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Lessee to the depositors on account thereof. He shall pay all claims, and also litigation expenses, if any, incurred by the Lessee immediately on demand without any demur. The Lessee shall have the right to deduct/recover the amount of such loss from the lessor. The decision of the Lessee shall be final and binding on the contractors in this regard.

(d) In the event of failure of the lessor to undertake the work after execution of lease agreement or resiling from the contract during its currency, Lessee shall have the right to get the work done and the lessor shall be liable to make good the loss, if any, suffered by the Lessee on this account and the Lessee shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the lessor without prejudice to any other remedy under the Contract/Law.

(e) The lessor should ensure to keep all the time adequate number of employees/ labour to cope up with the work for the purpose of preservation, maintenance and security of stocks.

27. **SET OFF:**

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

- 28. This Lease Deed comprises of the Lease Deed and its Appendix.
- 29. The Lessor shall render all or any of the services given in the Appendix as and when necessary and as directed from time to time by the Local authorized representative of the Lessee at the CAP or any officer acting on his behalf, together with such additional, auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf which are not inconsistent with terms and conditions of this agreement.

30. VOLUME OF WORK:

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

31. **<u>REMUNERATION:</u>**

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

- 32. The lessor shall be responsible for preservation of stocks in accordance with the relevant Appendix attached hereto.
- 33. The fool-proof security arrangements shall be made by the lessor in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the Lessor shall be liable to compensate the Lessee to the extent of economic cost of the particular crop year.
- 34. Lessor shall deploy its personnel to verify the correctness of the Receipt/despatch of stocks and the authorized representative of lessor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the Lessee on the weight check memo, Register/Weighment sheets and the daily Transaction register; in addition to deploying workers for preservation & maintenance of stocks and Watch & Ward thereof.
- 35. The lessor shall provide all infrastructure required i.e., Dunnage material, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the Lessee and in compliance to Appendix.
- 36. The lessor will also purchase all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the authorized officer of the Lessee for this purpose. The lessor will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed off with the prior approval of the Lessee and also in the presence of the authorized representative of the Lessee.
- 37. The lessor shall have to ensure that LDPE covers mounted on the stacks should be properly lashed with mesh nets and tied with Nylon ropes of 6 mm thickness only vertically and, to prevent damage to the covers/stocks due to high velocity winds, rains, dust storms etc.
- 38. In case of receipt of rain affected stocks of wheat/paddy received in the CAP, the lessor shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks under the supervision of and at the cost of Lessee.

9. The Lessor shall provide the following manpower					
	Clerks	&	Security &		
Capacity MT)	Accountants		Personnel	Sweepers	
Upto10,000	2		3	4	
20,000	4		5	8	
30,000	5		6	10	
40,000	7		8	12	
50,000	8		10	14	

39. The Lessor shall provide the following manpower: -

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

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

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

41. 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.

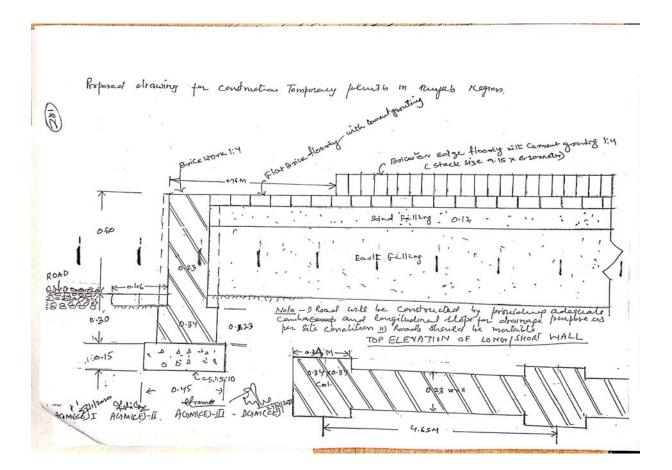
42. The contract will be governed by the laws in India for the time being in force. All disputes arising of this

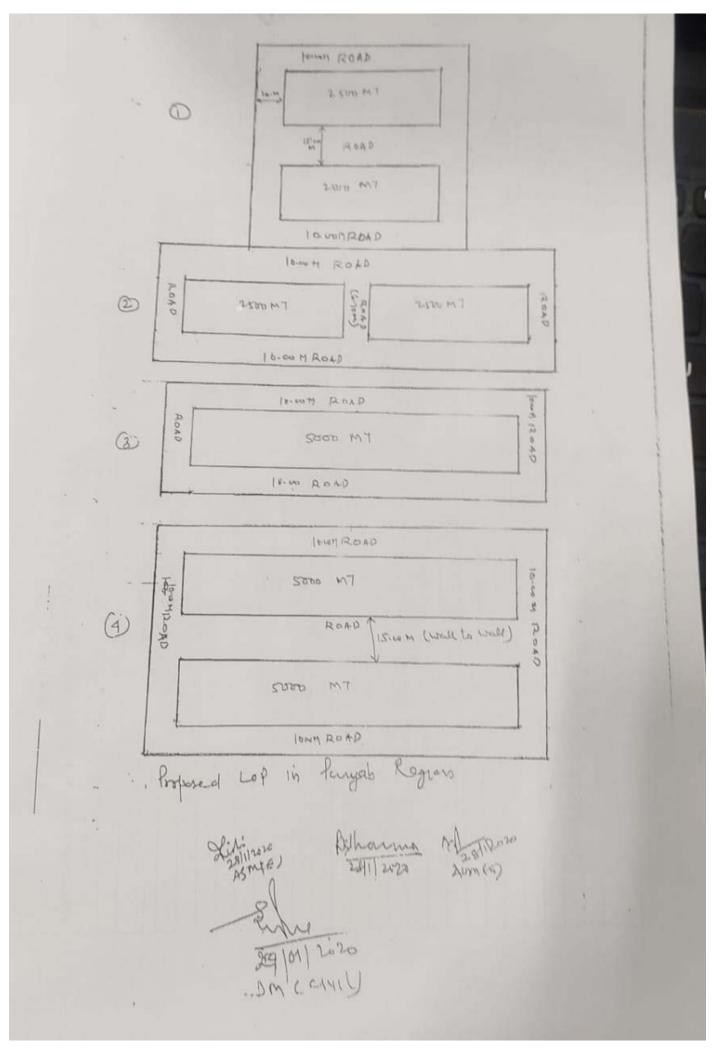
GeM Bid, will be dealt in the Court of Law of Competent Jurisdiction.

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

Name & Designation of Lessee







ANNEXURE IV (Format for submitting an undertaking with respect to Non-Encumbrance Certificate/GSTIN)

UNDERTAKING

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

- That I/We undertake that I/We will submit the 'Non-Encumbrance Certificate' for the land proposed by me & GSTIN of the firm for construction of CAP, in bid submitted by me/us against tender dated ______, in original with PUNGRAIN within 15 days from the award of contract.
- 2. That I/We undertake that in case I/we failed to submit the said certificate, the PUNGRAIN shall be at liberty to reject my bid and forfeit my EMD/ supplementary guarantee and I/we further undertakes that I/We will not raise any claim or dispute in this regard in future.

Place:

Date:

(Signatures)

ANNEXURE-V

(Specimen for the Self-Declaration by the Bidder/Bidding firm) <u>Self Declaration</u>

I....., S//W/D/o Sh.....,

- R/o..... do hereby solemnly affirm and declare as under:
 - 1. That I am the sole Proprietor/ authorized partner/ signatory of M/s
 - 2. That I/my firm/ my company intends to construct CAP/open plinths under CAP Hiring Scheme-2019 against GeM Bid dated ______, floated by Pungrain for this purpose.
 - 3. That the proposed land is easily accessible through smooth traffic and it is free from all hindrances.
 - 4. That the Proposed land is not in the flood or water logging prone area / zone.
 - 5. That there is no Polluting industries/ Nullah/ Drainage in the vicinity of the proposed land.
 - 6. That sufficient land is available for ancillary works.
 - 7. Select the option (a) or (b) whichever is applicable:

a) That the land on which the CAP is proposed to be constructed does not have a HT Line (11 KVA and above/ISO SPECIFICATION) passing over the proposed layout plan of the CAP.

OR

b) That the land on CAP is proposed to be constructed has a 11 KVA or above electricity lines passing over at the time of submission of bid, to which I hereby undertake that I shall get such lines removed before the taking over of plinth by Pungrain/ FCI, at my own cost. However, if the lines are not removed by the time of taking over, the plinth shall not be taken over despite it being made as per the prescribed specifications.

Name and Signature of Bidder/Bidder firm

ANNEXURE-VI

(Specimen of the Affidavit/Self Declaration for non-blacklisting of the Bidder/Bidding firm)

AFFIDAVIT/ Self Declaration

(To be attested by Notary/Executive Magistrate in case of Affidavit)

I....., s/o Sh...., R/o.....do hereby solemnly affirm and declare as under:

- 1. That I am the sole Proprietor/ authorized partner/ signatory of M/s
- That I/my firm/ company intends to construct CAP/open plinths under CAP Hiring Scheme-2019 against GeM Bid dated _____, floated by Pungrain for this purpose.
- 3. That neither me/ my firm/ company nor any of the partners/ Directors/ members has ever been blacklisted or debarred by any Central/ State Govt. Department, Organization, Institution or Govt / Semi-Govt./ Co-operative Board/ Corporation/ Public Sector Undertaking
- 4. That the Bidder entity, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
- That I/My firm/ Company shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN/FCI, from time to time,

Deponent

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated:

Deponent

Annexure VII

<to be submitted on non- judicial stamp paper of appropriate value andduly notarized> <u>UNDERTAKING</u>

I ______S/D/W/o _____r/o _____authorized signatory for GeM Bid for construction of CAP Plinth under GeM bid no._hereby irrevocably and unconditionally undertake as follows:

 1. That I/ we have applied for construction of CAP Plinth of _______

 ______MT capacity at site _______

in thename of as per bid invited by PUNGRAIN on GeM.

- 2. That the CAP Plinth would be constructed on the following land:
 - i) Details of Land:-

District:_____Tehsil_____Village_____

AREA OF SITE AS PER JAMABANDI AND POSSESSION							
Sr.	KHEWAT/ KHATONI	MUSTIL/ KILA No.	AREA/ JAMABANDI		AREA/ SITE POSSESSION		
No.	NO.		Kanal	Marlas	Kanal	Marlas	
1							
2							
3							
	TOTAL						

Site Area :-____Kanal -____Marlas



ii) The above land is in the name of following:-

Name of owner as per Jamabandi/ Khasra No.	Area	Relation with bidder

- iii) Whether the land offered for construction of the CAP Plinth is:
 - **a**. In the name of bidder firm/ individual/ proprietor;
 - **b**. In the name of partners and contributed in the partnership firm;
 - c. Taken on lease from owners of land;
 - If on lease, specify the period of lease, alongwith the date of expiry of lease.
 - If on lease, whether the lease deed is registered or not?
 - **d**. To be acquired by way of purchase or lease.
- iv) Type of approach road to the site/land offered:
 - a. PWD Road
 - b. Mandi board Road
 - c. National/ State Highway
 - d. Master Plan Road
 - e. Others, please specify.
- **3.** That I/ we undertake that the documents submitted by me/ us in the technical bid documents pertaining to the ownership of land of the CAP Plinth or having access to the land of CAP Plinth by way of lease, are correct and in consonance with the terms & conditions of the MTF/ GeM bid.
- 4. That if any discrepancy is found/ reported in such documents submitted by me/ us for land of the CAP Plinth at any point of time, I/ we shall be responsible for same and in such a case, PUNGRAIN would be at liberty to terminate my/ our contract/ lease agreement forthwith and also take suitable further action, without prejudice to any other rights of PUNGRAIN. Further, I/ we undertake to indemnify PUNGRAIN for any financial loss accrued to PUNGRAIN due to any discrepancies in land ownership/ lease hold rights/ contribution of land to partnership firm submitted by me/ us and shall make good such loss, if caused to PUNGRAIN.
- **5.** That property tax is leviable/ not leviable on my/ our aforementioned CAP Plinth Further, in case, the property tax is leviable, I/we shall be responsible for payment of such tax.
- 6. That I/ we shall 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.
- **7.** That I/ we undertake to indemnify PUNGRAIN for any financial loss accrued to PUNGRAIN due to any discrepancies in bid documents submitted by me/ us and shall make good such loss, if caused to PUNGRAIN.
- **8.** That the capacity of land duly assessed by Patwari along with Chajjra duly measuring the khasrano. of proposed land and rasta/ passage of land are attached herewith.

- **9.** That, I/We undertake that the layout plan for construction of CAP Plinth has been prepared keeping in view the restrictions on constructions as per master plan, wherever applicable and prevailing laws. I/We will be responsible for the same, in case, any discrepancy is found in the same at any later stage, I/ we shall fully indemnify PUNGRAIN for any such consequent losses caused to PUNGRAIN thereof.
- **10.** That, I/We undertake that there is no restriction on construction of CAP Plinth on the offered land and the required CLU shall be obtained from concerned authority and the same would be submitted with PUNGRAIN before commencing the construction of CAP Plinth, in case tender is allotted to me/us.
- **11.** That, I/We undertake that the site/land offered by me/us does not fall in Flood prone/waterlogging area.

Date:

Place:

Signature and seal of the bidder

Note:

- 1. This undertaking be signed by the bidder(s) itself or authorised signatory of the bidder.
- 2. Bidders having multiple CAP Plinth, either submit separate undertaking for each CAP Plinth or enter details of each CAP Plinth in the declaration.

~ ~ ~		Bid IDs for e-tenders floated for	
S.No	DISTRICT	STORAGE CENTRE	REQUIRED CAPACITY FOR CAP CONSTRUCTION IN MTs
1	AMRITSAR	AJNALA	20000
2	AMRITSAR	BHAGTANWALA	40000
3	AMRITSAR	CHHEHRTA	100000
4	AMRITSAR	МАЛТНА	20000
5	AMRITSAR	VALLAH	20000
6	AMRITSAR	JANDIALA	60000
7	AMRITSAR	RAYYA	30000
8	BARNALA	ТАРА	60000
9	BARNALA	DHANAULA	10000
10	BARNALA	BHADAUR	35000
11	BARNALA	MEHALKALAN	10000
12	BATHINDA	RAMPURA	45000
13	BATHINDA	BHAGTA BHAI KA	30000
14	BATHINDA	RAMAN	30000
15	FARIDKOT	Faridkot	10000
16	FATEHGARH SAHIB	SIRHIND	50000
17	FATEHGARH SAHIB	CHANARTHAL	20000
18	FATEHGARH SAHIB	AMLOH	20000
-0		MANDI	
19	FATEHGARH SAHIB	GOBINDGARH	10000
20	FATEHGARH SAHIB	BASSIPATHANA	10000
21	FATEHGARH SAHIB	KHAMANO	15000
22	FAZILKA	Fazilka	130000
23	FAZILKA	Ladhuka	15000
24	FAZILKA	Jalalabad	90000
25	FEROZEPUR	Ferozepur Cantt	100000
26	FEROZEPUR	Ferozepur City	50000
27	FEROZEPUR	Guruharsahai	45000
28	FEROZEPUR	Mallanwala	50000
29	FEROZEPUR	Mamdot	65000
30	GURDASPUR	DHARIWAL	20000
31	GURDASPUR	BATALA	80000
		DERA BABA	
32	GURDASPUR	NANAK	50000
		FATEHGARH	
33	GURDASPUR	CHURIAN	30000
		SHRI	
34	GURDASPUR	HARGOBINDPUR	30000
35	GURDASPUR	KALANAUR	40000
36	GURDASPUR	DINA NAGAR	15000
37	GURDASPUR	KAHNUWAN	25000
38	GURDASPUR	GURDASPUR	15000
39	HOSHAIRPUR	HOSHIARPUR	5000
40	HOSHAIRPUR	MUKERIAN	20000
41	HOSHAIRPUR	DASUYA	10000
42	HOSHAIRPUR	GARHSHANKER	15000
43	JALANDHAR	ADAMPUR	5000
44	JALANDHAR	NURMAHAL	50000
45	JALANDHAR	GORAYA	15000
46	JALANDHAR	SHAHKOT	25000
47	JALANDHAR	PHILLAUR	30000
48	JALANDHAR	MEHATPUR	5000
49	JALANDHAR	BHOGPUR	10000
<u>49</u> 50	JALANDHAR	NAKODAR	15000
<u> </u>	KAPURTHALA	KAPURTHALA	50000
51	KAPURTHALA	PHAGWARA	55000
<u>52</u> 53			
	KAPURTHALA	SULTANPUR LODHI	20000
54	KAPURTHALA	BHOLATH	25000

55	LUDHIANA EAST	MACHHIWARA	35000
56	LUDHIANA EAST	MALOUD	20000
57	LUDHIANA EAST	KHANNA	5000
58	LUDHIANA EAST	PAYAL	10000
59	LUDHIANA EAST	KILA RAIPUR EAST	10000
60	LUDHIANA WEST	MULLANPUR	5000
61	LUDHIANA WEST	RAIKOT	5000
62	MANSA	MANSA	30000
63	MANSA	BARETA	15000
64	MOGA	BADHNI KALAN	10000
65	MOGA	Dharamkot	25000
66	MOGA	Kot Ise Khan	30000
67	MOGA	Moga	40000
68	MOGA	Nihal Singh Wala	15000
69	MUKTSAR	MUKTSAR	50000
70	MUKTSAR	BARIWALA	20000
71	MUKTSAR	MALOUT	50000
72	MUKTSAR	LAMBI	25000
73	PATIALA	GHANAUR	15000
74	PATIALA	RAJPURA	65000
75	PATIALA	SAMANA	40000
76	PATIALA	BHUNERHERI	5000
77	PATIALA	BHADSON	10000
78	PATIALA	NABHA	15000
79	PATIALA	PATRAN	65000
80	ROPAR	ROPAR	20000
81	SAS NAGAR	LALRU	15000
82	SAS NAGAR	KURALI	10000
83	SANGRUR	SHERPUR	15000
84	SANGRUR	MOONAK	25000
85	SANGRUR	LEHRAGAGGA	15000
86	MALERKOTLA	AMARGARH	15000
87	SBS NAGAR	BANGA	10000
88	TARN TARAN	CHABBAL	85000
89	TARN TARAN	BHIKHIWIND	100000
90	TARN TARAN	PATTI	170000
91	TARN TARAN	NAUSHEHRA	20000
92	TARN TARAN	CHOHLA SAHIB	25000
93	TARN TARAN	FATEHABAD	5000
		Total	2995000

(Format for submitting an undertaking with respect to CHANGE IN LAND USE (CLU))

UNDERTAKING

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

- That I/We undertake that I/We will submit the 'Change in Land Use (CLU)' for the land proposed by me for construction of CAP, in bid submitted by me/us against tender dated ______, before taking over of CAP Plinth by Pungrain/FCI and fulfilment of all other conditions of MTF.
- That I/We undertake that in case I/we failed to submit the said certificate, the PUNGRAIN shall be at liberty to reject my bid and forfeit my EMD/ supplementary guarantee and I/we further undertakes that I/We will not raise any claim or dispute in this regard in future.

Place:

Date:

(Signatures)

Annexure - X

Rates of ASOR (Above Scheduled of Rate) for respective locations are as follows:

S. No.	SOR (Above Scheduled o STORAGE CENTRE	RAILHEAD	DISTRICT	ASOR
1	AJNALA	KHASA	AMRITSAR	135
2	BHAGTANWALA	KHASA	AMRITSAR	135
3	CHHEHRTA	KHASA	AMRITSAR	135
4	MAJITHA	KHASA	AMRITSAR	32
5	VALLAH	JANDIALA	AMRITSAR	56.89
6	JANDIALA	JANDIALA	AMRITSAR	77.99
7	RAYYA	BEAS	AMRITSAR	77.99
8	TAPA	TAPA	BARNALA	90.04
9	DHANAULA	SEKHAN	BARNALA	61.99
10	BHADAUR	TAPA	BARNALA	63.87
11	MEHALKALAN	SEKHAN	BARNALA	53
12	RAMPURA	RAMPURA	BATHINDA	38.83
13	BHUCHO & NATHANA	BHUCHO	BATHINDA	37
14	BHAGTA BHAI KA	JAITO & GONIANA	BATHINDA	139.57
15	RAMAN	RAMAN	BATHINDA	100
16	Faridkot	FARIDKOT	FARIDKOT	19
			FATEHGARH	
17	SIRHIND	SIRHIND	SAHIB FATEHGARH	104.26
18	CHANARTHAL	SIRHIND	SAHIB	57
_			FATEHGARH	
19	AMLOH	MANDI GOBINDGARH	SAHIB	66
20	MANDI GOBINDGARH	MANDI GOBINDGARH	FATEHGARH SAHIB	87
			FATEHGARH	0,
21	BASSIPATHANA	BASSIPATHANA	SAHIB	104.26
22	KHAMANO	KHAMANO	FATEHGARH SAHIB	62.68
23	Abohar	ABOHAR	FAZILKA	51
24	Fazilka	FAZILKA	FAZILKA	48.5
25	Ladhuka	FAZILKA	FAZILKA	88
26	Jalalabad	JALALABAD	FAZILKA	49.67
27	Ferozepur Cantt	FEROZEPUR	FEROZEPUR	50.9
28	Ferozepur City	FEROZEPUR	FEROZEPUR	50.9
29	Guruharsahai	GURUHARSAHAI	FEROZEPUR	141.9
30	Makhu	MAKHU	FEROZEPUR	134.71
31	Mallanwala	MAKHU, FEROZEPUR	FEROZEPUR	134.71
32	Mamdot	FEROZEPUR	FEROZEPUR	142
33	Talwandi Bhai	TALWANDI BHAI	FEROZEPUR	47
34	Zira	MAKHU	FEROZEPUR	318
35	DHARIWAL	DHARIWAL	GURDASPUR	281.6
36	BATALA	BATALA	GURDASPUR	117.82
37	DERA BABA NANAK	BATALA	GURDASPUR	279
38	FATEHGARH CHURIAN	BATALA	GURDASPUR	279
39	SHRI HARGOBINDPUR	BATALA	GURDASPUR	279
40	KALANAUR	GURDASPUR	GURDASPUR	219

83 84	BHUNERHERI BHADSON	PATIALA NABHA	PATIALA PATIALA	73.79
82	SAMANA	PATIALA	PATIALA	149
81	RAJPURA	RAJPURA	PATIALA	98
80	GHANAUR	RAJPURA	MUKTSAR PATIALA	128 118
78	MALOUT LAMBI	MALOUT GIDDERBAHA	MUKTSAR	
77 78	GIDDERBAHA	GIDDERBAHA	MUKTSAR	<u> </u>
76	BARIWALA	MUKTSAR	MUKTSAR	138.5
75	MUKTSAR	MUKTSAR	MUKTSAR	24
74	Nihal Singh Wala	AJITWAL	MOGA	96
73	Moga	MOGA	MOGA	217
72	Kot Ise Khan	MOGA	MOGA	129.9
71	Dharamkot	MOGA	MOGA	108.87
70	Baghapurana	KOTKAPURA	MOGA	89
69	BADHNI KALAN	AJITWAL	MOGA	170.68
68	BARETA	BARETA	MANSA	62.87
67	MANSA	MANSA	MANSA	94.24
66	RAIKOT	KILA RAIPUR WEST	LUDHIANA WEST	129
65	MULLANPUR	MULLANPUR	LUDHIANA WEST	60.076
64	KILA RAIPUR EAST	KILA RAIPUR EAST	LUDHIANA EAST	87
63	PAYAL	CHAWAPAYAL	LUDHIANA EAST	83.04
62	KHANNA	KHANNA	LAST LUDHIANA EAST	33.99
60 61	MACHHIWARA	CHAWAPAYAL MALERKOTLA	EAST LUDHIANA EAST	<u>38.98</u> 138
			LUDHIANA	
59	BHOLATH	KARTARPUR	KAPURTHALA	143
58	SULTANPUR LODHI	SULTANPUR LODHI	KAPURTHALA	63
57	PHAGWARA	PHAGWARA	KAPURTHALA	49.81
56	KAPURTHALA	KAPURTHALA	KAPURTHALA	60
54 55	NAKODAR	NAKODAR	JALANDHAR	474.38
53 54	BHOGPUR	TANDA	JALANDHAR	4/4.38
52 53	PHILLAUR MEHATPUR	PHILLAUR NAKODAR	JALANDHAR JALANDHAR	254 474.38
51	SHAHKOT	SHAHKOT	JALANDHAR	57.48
50	GORAYA	PHILLAUR	JALANDHAR	206
49	NURMAHAL	NURMAHAL	JALANDHAR	254.99
48	ADAMPUR	JALANDHAR CITY	JALANDHAR	100.59
47	GARHSHANKER	BANGA	HOSHAIRPUR	101.99
46	DASUYA	TANDA	HOSHAIRPUR	159
45	MUKERIAN	TANDA	HOSHAIRPUR	159
44	HOSHIARPUR	HOSHIARPUR	HOSHAIRPUR	149
43	GURDASPUR	GURDASPUR	GURDASPUR	287.66
42	KAHNUWAN	DHARIWAL	GURDASPUR	287.66
41	DINA NAGAR	GURDASPUR	GURDASPUR	287.66

85	NABHA	NABHA	PATIALA	55.99
86	PATRAN	JAKHAL	PATIALA	135.25
87	ROPAR	ROPAR	ROPAR	117
88	LALRU	DHULKOT	SAS NAGAR	176.61
89	KURALI	KURALI	SAS NAGAR	99
90	SHERPUR	DHURI	SANGRUR	171.91
91	MOONAK	JAKHAL	SANGRUR	164.77
92	LEHRAGAGGA	LEHRAGAGGA	SANGRUR	45
93	AMARGARH	MALERKOTLA	MALERKOTLA	227.85
94	BANGA	BANGA	SBS NAGAR	92
95	TARN TARAN	TARN TARAN	TARN TARAN	80
96	CHABBAL	KHASA	TARN TARAN	68
97	BHIKHIWIND	PATTI	TARN TARAN	65
98	PATTI	PATTI	TARN TARAN	139.53
99	NAUSHEHRA	TARN TARAN	TARN TARAN	69.99
100	CHOHLA SAHIB	TARN TARAN	TARN TARAN	105
101	FATEHABAD	TARN TARAN	TARN TARAN	80