

Sr No	Submissions of intending bidder	Relevant clause of PMS tender floated by PUNGRAIN		Remarks
		No.	Provision	
1.	Period of contract be increased to 3 or 5 years	6.1	The contract shall remain in force for a period of two years (2 years).	SLC (PEG) has taken a decision for rehiring PEG godowns for 2+1 years, accordingly, PUNGRAIN cannot engage PMS agency beyond such period. As such, period of engagement cannot be increased.
2.	Clarification sought w.r.t. deputation of proportionate staff during period of engagement on AUB.	6.2	The said period of contract can be further extended by one year (1 year) or made coterminous with the hiring of PEG godowns by FCI, whichever is earlier, at the sole discretion of PUNGRAIN. Further, if zero stock level is not achieved during the last month of the original/ extended contract period, PUNGRAIN may at its discretion extend the contract on actual utilization basis, for such further period required to liquidate the stocks, but not exceeding six months.	As defined, upon engagement on AUB to achieve zero stock level, no fresh stock is likely to be stored in the godown, as such, the service provider can depute staff as per the prescribed slab in clause 20.3, depending upon the volume of stocks stored in a godown on the 1 <sup>st</sup> day of the month.
3.	Clarification sought of term 'coterminous with the hiring of PEG godowns by FCI, whichever is earlier'.			The PMS arrangements are only required upto the period of hiring of PEG godowns by FCI. As such, same was clarified during the pre-bid meeting.
4.	Request made to relax the condition of bidder be a profit-making company/ firm.	12.1	<b>a.</b> An annual average turnover of at least INR 5.0 Crore per each cluster for last three consecutive audited financial years.  <b>b.</b> Positive net worth of INR 1.5 Crore per each cluster excluding	Since, the food grain stocks for which PMS services are required would have a value of more than 7,000 crores, same cannot be entrusted to a non-profit making company/ firm.
5.	Request to consider operational profits at profit			<b>a)</b> The bidder will have to submit a certificate of annual average

	before depreciation & taxes (PBDT level).		
6.	<p>Definition as under be detailed:</p> <p><b>a)</b> Net Worth- The sum of subscribed and paid up equity share capital, compulsory convertible debentures and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For other entities than companies, the Net worth shall mean assets of net of liabilities and calculated as per applicable accounting standards.</p> <p><b>b)</b> Profit- Profit as on last date of preceding financial year pertaining to financial year in which bid is tendered. Profit shall mean the positive amount remaining after subtracting expenses (except depreciation &amp; amortization) incurred from</p>	<p>residential house/ residential property for which bid is tendered as on last date of preceding financial year i.e. 31.03.2022 and should be a profit making company/ firm during the last three years.</p> <p><b>C.</b> Working capital equal to three months value of work (three months * capacity of cluster in MT * Rs 27.50) for each cluster applied for.</p>	<p>turnover, net worth, working capital &amp; a profit statement duly certified by the statutory auditors of the company, who may as per legal provision/ accounting standards and practices followed make the suitable treatment of Compulsory Convertible Debentures and reserves, miscellaneous exp etc in his certificates.</p> <p><b>b)</b> Profit for the last three years of the immediately preceding years for which audited accounts are available. i.e. F.Y. 2019-20, 2020-21 and 2021-22.</p> <p><b>c)</b> Working capital would be positive Difference between Current Assets and current liabilities as per last audited financial statements duly certified by statutory auditors of the company/ firm.</p> <p>In addition, after consideration, requirement of working capital for a bidder would be as under:  <i>Working Capital equal to one month of value of work (capacity of cluster in MT * Rs 27.50) for each cluster applied for.</i></p>

	the revenues generated over a designated period of time. <b>c)</b> Working capital- Bank loan liability due in next 12 months coming in current liabilities should be ignored from working capital calculation.			
7.	Clarification sought as to whether turnover, turnover, net worth & working capital of subsidiaries/ other business of company would get considered?			No
8.	Clarification sought whether the mentioned period of experience requirement would be calculated as per financial year or from the date of contract awarded to a bidder.	12.2	The tenderer(s) must have at least 3 years prior experience in providing Preservation, Maintenance & Security (PMS) services of food grains at par with FCI/ CWC/ SWC/ SPA/ PEG. Tenderer should have successfully executed in any of the immediately preceding five years the Preservation, Maintenance & Security (PMS) of food grains for minimum of 3 years having work value of:	The period of preceding five years may be calculated from the date of publication tender i.e. 08.12.2022. However, it is clarified that project taken into accounts should have been started and atleast 25% of the revenue receipts of the contract value received by the bidder on account of successful execution.
9.	Requested to specify work value for each cluster			Work value of a cluster is equals to Capacity of cluster (in MTs) * 27.5 (PMS rate) * 12 (months in a year) * 2 (years of contract)
10.	Requested for relaxation of condition requiring 60% work value, as total volume handled have been claimed			<b>i.</b> at least 60% of the estimated value of the contract to be awarded, in one single contract;

	to be more than 60% but not in a single contract.			
11.	Clarification sought regarding requirement of experience of three consecutive years or any three years.			
12.	Request made to consider experience of collateral Management (preservation of food grains for public & private sector banks) or working in WDRA approved godowns.			
13.	Godown owners already carrying out PMS operations requested to reduce requirement of experience to 2 years and work value to 10%			
14.	Clarification sought for employing 40 technical officials for each cluster separately or bids for all clusters can be submitted with same 40 officials. Further, bid with same 40 employees be accepted with	12.3	<p style="text-align: center;">OR</p> <p><b>ii.</b> at least 40% of the estimated value of the contract to be awarded, in each of the two different contracts.</p>	<p><i>The tenderer(s) must have at least 2 (two) years prior experience, in any of the immediately preceding five years (wef 08.12.2022), of providing Preservation, Maintenance &amp; Security (PMS) services of food grains at par with FCI/ CWC/ SWC/ SPA/ PEG or to National commodity exchange such as NCDEX/ scheduled commercial banks in WDRA approved godowns. Tenderer should have successfully executed the Preservation, Maintenance &amp; Security (PMS) of food grains having work value of atleast 40% of the estimated value of the contract. However, the contract(s) for storage godowns below storage capacity of 2,500 MT would not be considered in calculation of the said work value/ experience. Further, if bidder is applying for multiple clusters, then having 40% of the work value experience in one cluster (highest of the 5 clusters) will enable the bidder to participate in all clusters.</i></p>
			Tenderer should have at least 40 (forty) regular employees on its roll out of which 7 (seven) employees should possess minimum qualification and experience of preservation and maintenance of food grains/ agricultural produce as	The bidder should have 40 regular employees, out of which 7 having minimum qualification/ experience, for submitting bid for one cluster. Further, the bidder be allowed to submit bid for other/ multiple clusters with similar set of employees, provided the bidder submits an undertaking along with bid

	an undertaking that required no. of staff shall be recruited, if the bidder is successful.		prescribed in Annexure-III, per each cluster for which bid would be submitted.	that in case contract is awarded for more than one cluster, it shall recruit the minimum number of employees for each cluster separately, for which contract is awarded before the possession of godowns is taken.
15.	Request made to allow a minimum of 180 days' time to procure the fumigation licence from the date of issuance of LOI, till then the fumigation service be allowed to outsource.	12.4	The bidder/ service provider should possess a valid Fumigation license or have applied for the same with the appropriate authorities for buying and using the required chemicals for fumigation of stored food grains, which is required to remain valid for the period of this contract. The service provider shall have to submit the required documents in support, as the case may be.	It is clarified that the successful bidder/ service provider having applied for fumigation licence, must submit a copy of the licence within 30 days from the issuance of letter of award (LoA).
16.	Clarification sought w.r.t. submission of CIBIL score.	12.7	The bidder business entity as well as its Owner/ Partners/ Directors/ Members/ Trustees, etc. have to maintain a CIBIL Micro Small and Medium Enterprises (MSME) Rank score of 6 and below and a CIBIL score of 600 and above respectively.	It was clarified CIBIL score, duly verified by bank is required to be submitted alongwith bid.
17.	Request made for reducing the period during which the contract of bidder have been terminated from five to three years.	14.3	Any bidder whose contract with the PUNGRAIN, Food Corporation of India, or any department of Central or State Government or any other Public-	The bidder, whose contract have been terminated before the expiry of the contract period at any point of time during last five years, by any Central/ State Government/ PSU or scheduled

18.	Request made for considering termination of contracts for non-related services by banks, as disqualification of the bidder.		Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.	commercial bank or private bank, will be held ineligible.
19.	Clarification sought as many FIRs against the previous PMS contractor for misappropriation of Govt. stocks and also gone for Arbitration against the Department, whether PUNGRAIN is taking decision to disqualify such parties.	14.6	If an FIR/ criminal complaint against the bidder, on account of any embezzlement/ misappropriation of food grain stocks of any Government agency, has resulted into any conviction by the Court of Law then such bidder would be ineligible to participate in the tender.	Issue already covered in clause 14.6 and clarification sought does not seem to be legally sustainable.
20.		14.7	The constitution/ title/ ownership of the bidder entity must be free from any litigation and also there should be no dispute between the management of the business/ bidder entity. An affidavit in this regard is to be submitted by the bidder.	
21.	Request made for payment of service charges on guarantee basis not on AUB.	15.7	The bidders shall not incorporate any condition in the bids. Any conditional bid(s) or bids, which are not submitted strictly in accordance with the tender terms shall be summarily rejected.	The relevant clause referred does not stipulate as requested. However, it has been made clear in clause 33.3 that the charges for services rendered by the bidder/ service provider shall be paid on the basis of hiring of capacities by FCI i.e. GHB or AUB, as the case may be.

22.	Request made to provide list of godowns hired on AUB	15.17	The bidder will quote rate (exclusive of GST) for PMS services per quintal per month for the capacity of a cluster(s) for which bid is submitted, as detailed in Annexure-I. These rates shall be exclusive of GST and inclusive of other local/ statutory taxes, duties, cess etc. as applicable. For capacities hired by FCI on Actual Utilization Basis in certain PEG godowns as indicated in the Annexure-I, the service charges would be payable on AUB only.	Rehiring of PEG godowns has not yet been done, as such, same can be provided only after godowns would be re-hired by PUNGRAIN.
23.	Request made to mandate the depositor to provide gunny bags for palla bags & also for any cut/ torn bag		i. It shall be the responsibility of the service provider to ensure that the stocks are received in sound bags. However, in case of receipt of cut & torn bags, if any, the same would be replaced by the service provider at his own cost. PUNGRAIN will monitor that the stocks are received in godowns in sound bags.	As mentioned, the service provider is responsible for replacement of damaged, cut/ torn bags.
24.	Requested to take up matter with FCI for weighment of stocks in godown weighbridge only.	20.3	v. Stocks at the godowns would be received and issued on 100% weighment basis on the lorry weighbridge available in the PEG Godown.	Since, the PEG godowns have pre-condition of having a weigh bridge in the godown, the weighment of stocks at the time of issue and dispatch are undertaken on the godown weighbridge. Only in cases of fault in weighbridge of the godown, the nearby weighbridges are used for weighment.  In case of report about any particular case, the matter can be considered on merits.

25.	Request made to penalize labour contractor, in case delivery gets delayed due to non-providing of labour on holidays or after office hours.	20.4	<b>iv.</b> For delivery of stocks before and after office hours and on holidays, reasonable/ prior intimation/ notice shall be given to the service provider.	The matter can be considered on merits of each such incident.
26.	Request made to allow to depute manpower as per requirement of the service provider, as penalty clause of 2% is already there.	20.13	The service provider should provide minimum equipment's/ manpower working on the rolls of the company/ firm with adequate qualification and experience as per mentioned table. Note: The number of personnel and computers shall increase in proportionate manner for capacity more than 50,000 MT with reference to the table above.	The requirement of manpower/ computers is as prescribed by FCI. Accordingly, request cannot be allowed.
27.	Request made for not imposing penalty of 2%, if the software/ server of FCI, on which data entry has to be made, is not working or down.	20.16	Since the FCI is managing its daily stock accounts and other allied activities like PDS etc., by feeding the data in the Depot Online System (DOS) and/ or IISFM software and transmitting the data to the central server in New Delhi through Internet, it will be obligatory on the part of the service provider to feed data on daily basis as prescribed and also maintain stock account through the DOS/ IISFM software. In case the service	The matter can be considered on merits of each incident.



			provider fails to provide this service, he is liable for recovery of 2% of the monthly charges as penalty and in addition PUNGRAIN will be free to get data feeding done at the risk and cost of the service provider.	
28.	Clarification sought w.r.t. storage of insecticides/ chemicals, which needs a specific storage as per Insecticides Act, 1968.	20.19	The service provider shall purchase all required insecticides/ chemicals required for maintenance of health of stocks during a particular calendar year well in advance. The service provider will also have to deposit the purchase bill of insecticides/ chemicals so purchased with the concerned District Manager, PUNGRAIN. The service provider shall maintain an inventory of chemicals equivalent to the requirement for imparting treatment to stocks for at least 3 months at any given point of time.	Fumigation is integral part of PMS contract the bidder will have to make proper arrangement as per provisions of the Insecticides Act, 1968, rules made there under and control orders issued by Govt regarding sale, Purchase, Storage and use of pesticides.
29.	Requested to give time to take the licence & till then the services be allowed to outsourced.			As already mentioned at serial no. 15 above. Further, outsourcing of services is not allowed.
30.	Request made for operational cost to be borne by depositor, as the service provider has no control over the arrival of stocks & their condition.	20.24	In case of receipt of rain affected stocks of wheat/ paddy, the service provider shall take necessary salvaging operations and aerate the stocks before stacking and shall be responsible to maintain the health of such stocks for a period of six months	The PMS service provider has to be engaged for preserving the stocks & would be paid for same. The onus of bearing operational costs cannot be put on any other than service provider.
31.	Request made to not to impose storage losses, if			Upon mutual agreement, the PMS service provider would have the

	storage period of rain affected wheat/ paddy is mutually extended beyond 06 months		or such period as decided by FCI/ GOI subject to condition that such period could be extended by mutual consent.	responsibility to maintain the stocks as per norms. Any relaxation beyond FCI norms cannot be granted.
32.	Request made to for payment of cost of chemicals required for preserving the stocks over & above the sanctioned capacity.	20.26	The service provider shall have to maintain/ fumigate all the stocks stored in the godowns for which PMS have been entrusted. If the stocks are stored in the godown over and above the sanctioned capacity, no additional payment will be made to the service provider for maintaining/ fumigating such stocks.	Clause 27 provides that the volume of food grains in storage in godowns entrusted to the service provider(s) 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.
33.	Request for settling norms for storage of FR	-	-	The participants in the meeting were informed that matter has already been taken up with FCI.
34.	Request made to start the billing on guarantee basis from the 1 <sup>st</sup> date of inward.	21.3	Till a godown is fully handed over to the service provider, the PMS charges shall be payable as per the actual capacity (as per norms) handed over and not the total guaranteed capacity. Once the custody of whole godown is handed over to the service provider, the PMS charges would be payable for the total hired storage capacity of the godown on monthly basis irrespective of the volume of food grains handled or number of turnovers.	As mentioned, the PMS charges will be paid as per hiring by FCI.

35.	Clarification sought w.r.t. installation of CCTV and mentioned that it should be the responsibility of PUNGRAIN.	24.1	The service provider shall provide all the facilities at par with FCI norms including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment, etc. An indicative list is at Annexure-II, which is illustrative and not exhaustive.	As per policy issued by FCI for rehiring godowns, the CCTV cameras would be getting installed by PEG godown owners, as per specifications of FCI.
36.	Request made for shifting onus of payment of electricity charges on the godown owners.	24.2	Service provider shall pay all the charges pertaining to electricity, water, internet and telephone usage during the period of engagement. These facilities shall be part & parcel of the PMS contract.	The PMS service provider would be consuming the electricity facility in the PEG godowns and would be getting paid by PUNGRAIN for same in the PMS charges quoted by bidder. As such, the request cannot be allowed.
37.	Request made to not to effect deductions from the bidder for infrastructural defects such as wild vegetation, roads, electricity fittings etc.			The recoveries pertaining to infrastructural defects would not be charged to PMS service provider. In past too, the same have been charged from rental paid to the godown owners.
38.	Request made to discharge the liability of service provider ex-godown at weigh bridge only.	25.9	In case of any shortage or damage/ loss etc., to stocks for whatsoever reason and cause while the same are in the custody of the service provider(s) or during the rail/ road transit to and from the godown for which fault has been found of service provider(s), he shall be liable to make good to the PUNGRAIN the value of the	The responsibility of PMS service provider cannot be waived at ex-godown delivery, as the FCI charges PUNGRAIN for the transit losses & destination complaints, if any.

			stocks including, penalties and fines as are leviable by the Managing Director, PUNGRAIN for such shortage or damage/ loss etc. as per the policy in vogue at the time of such imposition.	
39.	Request made that in case service charges are to be paid on AUB, then same be paid as per actual stocks stored in godown & not at par with the storage capacity of godown.	27	The volume of food grains in storage in godowns entrusted to the service provider(s) 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.	The PMS charges would be paid on the basis of hiring by FCI and to the maximum of rated capacity of godown.
40.	Request made to allow outsourcing fumigation till the grant of fumigation licence, hiring of security guards, house-keepers, samplers etc. of contract basis on 3 <sup>rd</sup> party rolls, not under the umbrella of subletting.	28.1	The bidder/ service provider shall not be allowed to sublet or transfer or assign the contract or any part thereof to any other party.	The food grain stocks for which PMS services are required would have a value of more than 7,000 crores, subletting of any part of preservation operations cannot be allowed. Further, the eligibility/ capability of the agency to whom the operation would be sublated would also not be known to PUNGRAIN. As such, the request cannot be allowed.
41.	Request made to keep security personal from a Govt. validated security service provider having PSARA licence.			The food grain stocks for which PMS services are required would have a value of more than 7,000 crores, subletting of any part of preservation operations cannot be allowed. As such, the request cannot be allowed.

42.	Request made to consider the bidders who have applied for GSTIN.	30.1	It is the sole responsibility of the bidder/ service provider to hold all valid licenses relating to PMS by respective competent authorities like PAN, GSTIN, Fumigation License, EPF No, ESI No etc. as well as up to date tax clearance certificates from the concerned authorities during the contract period.	Request cannot be allowed.
43.	Requested for providing option to service provider to taking stock insurance and endorsing the same in favour of PUNGRAIN	31.1	The service provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown as is required from a storing agency as per terms and conditions of this contract. The stocks & material stored therein shall be insured through a comprehensive insurance policy covering the risks especially with respect to theft, pilferage, house breaking burglary, misappropriation, riots & strikes, fire, flood and other natural calamities etc. The premium and other related charges will be borne by the service provider. The service provider shall purchase the policy in the name of the PUNGRAIN. The service provider shall deposit the insurance policy with the	Since, food grains stored by PUNGRAIN in PEG godowns belong to central pool, request of bidder cannot be allowed and insurance has to be in the name of PUNGRAIN.

			PUNGRAIN, which may be verified by the PUNGRAIN from the issuing Insurance Company.	
44.	Request made for grant of certain time before recovery of reported losses from security deposit, so that insurance claim can be awaited.	31.4	In event of any losses, PUNGRAIN will recover for such losses immediately from security deposit or any other payments towards the service provider. The same will be refunded or adjusted on receipt of compensation through insurance company.	In order to recover the economic value of losses caused, if any, PUNGRAIN may immediately recover same from security deposit of bidder.
45.	Request made that losses should not be recovered from the bidder, as bidder's obligation be limited to undertake comprehensive insurance policy.			By buying insurance policy, bidder cannot escape from its responsibility. As such, recovery of losses from bidder cannot be waived, in case of losses.
46.	Request made to accept stock statements & PMS certificates signed by PUNGRAIN staff only, as agreement is between PUNGRAIN & Service provider only.	33.4	<b>ii.</b> Both the above documents shall be got verified from Depot Quality In-charge and Depot Manager FCI by 4th day of every calendar month by the service provider.	Since the central pool food grain stocks to be stored in PEG godowns belongs to FCI, the requisite documents are required to be verified by the FCI staff also.
47.	Request made that monthly payment be made by respective District Manager, PUNGRAIN.	33.4	<b>vii.</b> The office of Managing Director, PUNGRAIN will make payment against the bills of the service provider by the fifteenth day of every month, subject to receipt of PMS Bill(s) and BVRs from respective District Manager, PUNGRAIN, after making the deductions of amount withheld/ deducted by FCI, if any.	The detailed process of payment has clearly been spelled out in clause 33, as such, request cannot be allowed.

48.	Request made to give atleast 90 days' time in writing to rectify any shortcoming before termination	38.4	PUNGRAIN may at any point of time terminate the contract of the service provider with respect to a particular PEG godown/ capacity or more by serving a 30 days' notice to the service provider(s) in writing at their last known place of business and the service provider shall not be entitled to any compensation by reason of such termination.	PUNGRAIN may have discretion to terminate contract at any point of time by giving a 30 days' notice, as such, request cannot be allowed.
49.	First preference for carrying out PMS operations be given to respective godown owner, so that GST can saved and also as due to deficient PMS operations by PMS agency, they have to face consequences.	-	-	SLC (PEG) has decided that PEG godowns be rehire as per existing conformity i.e. 'lease only' PEG godowns would be rehired as 'lease only' only, similarly, the 'lease with services' PEG godowns.
	Size of a cluster be reduced.			Eligibility conditions have already been relaxed, cluster size to remain same.
50.	Requested that they may be offered PMS services of their godown at -0.10 paisa than offered rate by third party.	-	Offered by – Narindra Complex, Nabha Complex, Gurmail Complex, Ramandeep Kaur Teja, Mahindra Complex, Gurmail Complex	Work cannot be given on nomination basis. Bidders have to participate in tendering process.
51.	Requested to extend PMS tender at the base rate.	-	Offered by – Rajan Bedi Gurbachan Singh, MK Stores	