

# **FOOD CORPORATION OF INDIA**



**MODEL TENDER FORM  
FOR OFFERING GODOWNS/WAREHOUSES TO FCI FOR  
STORAGE OF FOOD GRAINS ALONG WITH  
WAREHOUSING SERVICES AT PAR WITH CWC/SWC, and,  
WITHOUT SERVICES UNDER PRIVATE WAREHOUSING  
SCHEME (PWS) – 2010**

## **PART-A (TECHNICAL BID)**

**FOOD CORPORATION OF INDIA  
REGIONAL OFFICE, \_\_\_\_\_**

**NOTICE INVITING TENDER**

**HIRING OF GODOWNS/WAREHOUSES OFFERING SERVICES AT PAR WITH CWC/SWC FOR  
STORAGE OF FOODGRAINS BY FCI**

1. For and on behalf of the Food Corporation of India, (herein after called the Corporation) the General Manager(Region), Food Corporation of India, Regional office, \_\_\_\_\_, invites online tenders under two bid system from godown owners who can provide warehousing facilities at par with CWC/SWC for storage of food grains to FCI at \_\_\_\_\_, for a period of two years extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI and **the bidder who wish to provide the warehouse without services also can participate in the tender.**
2. **The tenderer will upload an undertaking with technical bid document by stating that he is participating in the tender to provide warehousing facility with services or without services and he has quoted the rate in price bid accordingly. The tender without such undertaking will be summarily rejected.**
3. A normalization factor of Rs\* \_\_\_\_\_ per quintal per kilometre will be applied to all the bids received for a location beyond a distance of 8km from the railhead while evaluating the price bid. In case of Road-fed godowns, distance from nearest FCI godown (owned or hired) be taken for normalization. (**\* to be filled by R.O. as applicable for PEG Scheme-2008**)
4. The Godown can be vacated by FCI at any time by giving three months' notice during the extended period only. The minimum capacity to be taken on hire shall be 2500 MT, **however for hilly area it shall be 1670 MT**, within one premises at a particular location. However, the godowns with railway siding facilities would be given preference at the time of hiring.
5. All warehousing units located within one premises shall be treated as an independent unit for the purpose of tender enquiry.
6. Bids submitted through e-tender process only, will be considered for further process. The e-tender process shall be carried out in website [eprocure.gov.in](http://eprocure.gov.in), the Central Public Procurement Portal of Government of India. No hard copy / physical form of tender shall be accepted.
7. For details of process of online submission of bid, conditions of qualification, documents to be submitted, EMD and Security deposit bidders should go through the tender terms and conditions thoroughly. It is understood that the tenderer has gone through all the terms and conditions before submitting his tender.
8. The Tender complete in all respects duly filled in and signed by the tenderer or his authorized representative with stamp/seal of the Company or individual would be accepted online on or before \_\_\_\_\_ and online Technical Bid will be opened on the same day at \_\_\_\_\_ in the presence of the tenderer or his authorized agents (who may wish to be present at their own expenses), by duly constituted committee of officers.
9. After evaluating the Technical Bid of all the parties considered fit, the financial/price bid of technically qualified parties will be opened on date & time to be fixed subsequently, in the presence of the concerned tenderers/authorized representatives who may wish to be present at their own expenses.
10. The tenderer shall furnish all the details as prescribed in the Tender form. The details of the godown as per the criteria should be furnished adequately and the selection will be based on suitability of the godown for the intended purpose.

11. (A) **Godown with services:** The rate should be quoted in the price bid in Rs. .... P..... (Rupees..... and paise.....only) as storage charge per bag of 50 Kgs food grains etc. per month including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electrical installations and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.. However, in case of godown hired with services, annual increase in rent will be 33% of percentage increase in WPI (Wholesale Price Index) change shall be applicable after completion of initial two year years guarantee period.

**(B) Godown Without Services:** The rate quoted by me/us is for storage charges per bag of 50 Kgs food grains per month including insurance, office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room and lorry weighbridge. (This should be inclusive of property tax, minor/major maintenance of roads and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.). There will be no enhancement in rent in case of godown without services.

12. Bidder who has godown on lease land can participate in the tender. The residual lease should be comprehensive and irrevocable in favour of the bidder and for a period of minimum three (3) years from the date of hiring. The tender should be signed by the godown owner or Lease holder or the authorized signatory with appropriate power of attorney under the signature of the firm/proprietor/owner.

**Bids received from the parties who are willing to acquire the godown by way of ownership/Registered Lease deed (for minimum three years) within 15 days from the date of acceptance of E-tender for hiring of godown can also be considered. An undertaking for the same has to be furnished by the bidder at the time of submission of bid on stamp paper. EMD of such bidder shall be forfeited in case of failure to acquire the godown and submit the lease documents to FCI within 15 days.**

**The location/site of the godown should be informed at the time of submission of bid and no change is to be allowed thereafter.**

**In such a condition, the guarantee of godown shall commence from date of completion of all the formalities including submission of lease documents by the bidder.**

13. The Tender rate and offer shall remain open for acceptance for a minimum period of 45 days from the date of opening of financial/price bid which shall be extendable for another 45 days at the discretion of FCI and on mutual consent thereafter.
15. The tenderer shall give full and correct address including fax/e-mail address for easy correspondence and notify any change then and there to the office concerned.
16. The tenderer before submitting the tender should upload proper documents in the concerned bid properly duly signed & stamped.
17. FCI is not bound to accept the lowest or any tender and shall reserve the right of accepting the whole or any part of the tender.
18. **Conditional tenders will not be considered for acceptance.**
19. FCI will not be held responsible for any rejection based on inadequate information.
20. FCI reserves the right to accept or reject any of the tender received without assigning any reason.
21. Tenders which do not fulfill any of the conditions or in complete in any respect shall be summarily rejected.
22. FCI would be at liberty to reject any or all the proposals at any point of time, if the ownership of the godown and encumbrance etc. are found to be doubtful or improper.

23. The Tenderers should sign & seal (Stamp) all the pages of the tender form and all the documents produced.
24. **No negotiations will be held.**
25. **The Decision of Competent Authority will be binding on all tenderers.**
26. **FCI has the liberty not to hire the capacity if the same is not required even after finalization of tender.**
27. The godowns to be hired on 'Lease only basis' (without services) the Model Agreement Clause No. 2.1 to 2.8, clause No. 3.1 to 3.5 , clause No. 4.1 to 4.6 clause No. 5.1, 7.1, 7.2 clause No. 14, Annexure- A, clause No. 9, 10, 19, 20, 21 and 22 should not be made applicable.
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**Asstt. General Manager (Storage)  
For General Manager (Region)**

**FOOD CORPORATION OF INDIA  
REGIONAL OFFICE, \_\_\_\_\_**

**Tender No.** .....

**Dated:** .....

**Cost of tender participation (Non-refundable): Rs. 590/- (inclusive of taxes)**

**A. INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR HIRING OF PRIVATE GODOWNS WITH WAREHOUSING FACILITIES AT PAR WITH THE CWC/SWC**

**Tender No.** \_\_\_\_\_

Last date for online submission of Tender up to 03:55 PM on \_\_\_\_\_. Technical bid of the tender to be opened on the same day at 4:00 PM on \_\_\_\_\_.

B. Technical Bid of the tender will be opened online at 04:00 PM on \_\_\_\_\_ in the office of General Manager (Region), FCI, RO \_\_\_\_\_.

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

C. Date of opening of Price Bid of only technically qualified Tenderers shall be intimated separately.

D. The Tender rate and offer shall remain open for acceptance for a minimum period of 45 days from the date of opening of financial/price bid which shall be extendable for another 45 days at the discretion of FCI and on mutual consent thereafter.

E. The General Manager(R) Food Corporation of India, Regional Office, ..... for on behalf of Food Corporation of India, reserves the right to reject any or all Tenders without assigning any reason.

**NOTE:** Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll /register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided as follows:

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

**REGISTRATION**

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enrol" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class HI Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents.

These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the transaction no. (UTR No.) at appropriate place.
- 4) Bidder should deposit the EMD as per the instructions specified in the tender document. The details of the EMD/tender fee should be filled carefully at specified place well before the closure time of the bid as indicated in the tender form. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) The time for seeking clarification and giving replies may be specified by RO concerned preferably it should be before dosing/closing of the time of bids. The queries and replies will be submitted by e-mail only at the e-mail ID indicated in the MTF. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, 1800 233 7315.
- 3) The pre-bid briefing will be held in the Food Corporation of India, (FCI), in the Office of General Manager(Region), Food Corporation of India, Regional Office, \_\_\_\_\_ wherein the instructions and the manner in which the tenders are to be submitted and the rates to be quoted will be explained. Tenderers, who wish to be present, may do so at their cost and expenses at the fixed date, time and venue.

**TENDER FORM**

**Food Corporation of India,  
R.O. \_\_\_\_\_**

General Manager (Region), Food Corporation of India, Regional office, \_\_\_\_\_

To

S/Shri/Ms. ....

.....

.....

Dear Sir,

For and on behalf of the Food Corporation of India, (hereinafter called the 'Corporation') the General Manager(Region)Food Corporation of India, Regional office, \_\_\_\_\_ invites tenders under two bid system from godown owners who can provide godowns/private warehouses along with warehousing facilities at par with CWC/SWC for storage of food grains to FCI in \_\_\_\_\_ (Name of the location), preferably within 8 kms of Railway godshed/existing FCI godowns (Railfed as well as Roadfed) for a period of **two year extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI. The Godown can be vacated by FCI at any time by giving three months' notice during the extended period only.** The minimum capacity to be taken on hire shall be 2500 MT, **however, for hilly area it shall be 1670 MT**, within one premises at a particular location. **However, the godowns with railway siding facilities would be given preference at the time of hiring.** The bidder who wishes to provide the warehousing facility/services without services also can participate in the tender.

**Note:** All warehousing units located within one premises shall be treated as an independent unit for the purpose of tender enquiry.

**A. BRIEF DESCRIPTION OF WORKS:**

The tenderer shall provide godowns/warehouses with warehousing facilities at par with CWC/SWC for storage of foodgrains at the location indicated above as per terms & conditions enclosed in **Annexure A**. The tenderer must get himself fully acquainted with the working of CWC/SWC in offering warehousing services to FCI before submission of tender and rates quoted by them. In case the rates are quoted in price bid in a manner other than mentioned in **Annexure 'A'** the tenders are liable to be ignored. The Tenderers should not incorporate any condition in the tender as conditional tenders will be rejected. The contract, if any, which may eventuate from this tender, shall be governed by stipulations as given in this tender form and it's **Annexure 'A' to 'E'**.

**B. INSTRUCTIONS FOR SUBMITTING THE TENDER:**

**(a) INFORMATION ABOUT TENDERERS:**

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



**(b) SIGNING OF TENDER:**

- (i) Person(s) signing the tender shall state in what capacity he is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/ Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be furnished along with the tender. In case of Limited Company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.
- (ii) The person signing the tender, or any document forming part of the tender, on behalf of another, or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the Corporation under the contract and law and **the Earnest Money Deposit paid by him/her shall be forfeited.**
- (iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The entire tender document must also be signed on each page by the authorized person.

**(c) EARNEST MONEY:**

- (i) **Each Tender must be accompanied by an earnest money deposit (EMD) @ Rs. 20/- per MT of the capacity offered by the tenderer** must be submitted electronically through NEFT/RTGS/other electronic means by the tenderers in the **Bank A/c of FCI, details of which are as follows. A/c Name- Food Corporation of India. State Bank of India, Branch: \_\_\_\_\_ Account No\_\_\_\_\_ IFSC Code: \_\_\_\_\_ MICR Code: \_\_\_\_\_ The transaction details of remittance of EMD and Tender fees to FCI's A/c should be filled at the appropriate place in the tender.** In case of NEFT/RTGS/other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid. **Technical Bid not accompanied by earnest money deposit (EMD) shall be summarily rejected.**
- (ii) **Due to technicalities involved, the EMD shown on the CPP portal is Rs. 20 only and represents the multiplying factor so as to run the system. However, Tenderer have to deposit the EMD as per the terms & conditions given in the MTF i.e. Rs.20 per MT of the offered capacity.**
- (iii) The earnest money shall be liable for forfeiture if the tenderer after submitting his tender resiles from or modifies his offer and/ or the terms & conditions there of in any manner even if Corporation has not suffered any loss during the validity period of this tender enquiry, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of tenderer's failure to furnish the requisite security deposit by the due date without prejudice to any other rights and remedies of the Corporation under the contract and law. The earnest money will be returned to all unsuccessful Tenderers without interest as soon as practicable after decision on tenders and to successful tender after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.
- (iv) The amount of Rs. 590/- (Rupees Five Ninety only) inclusive of taxes, has to be paid by tenderer electronically towards tender document fee as done in case of EMD and the deposit of tender document fee will have to be done alongwith EMD.

**(d) SECURITY DEPOSIT:**

- (i) The successful tenderer shall furnish within a week of the acceptance of his tender a Security deposit @ two month's rent (storage charges) of the capacity offered by him.

**The 'Security Deposit' equivalent to two months' rent for the godown to be hired 'Lease with Services' under PWS 2010, can also be submitted in the form of 'Bank Guarantee'. The validity of the 'Bank Guarantee' should be 6 months beyond the contract period.**

- (ii) (a) The security deposit is to be submitted through Electronic Clearing System(ECS)/ other electronic means in favour of General Manager (Region) Food Corporation of India, Regional Office, payable at \_\_\_\_\_

(b) The Security deposit furnished by the tenderers would be subject to the terms & conditions given in the **Annexure 'A'** of this tender and the Corporation will not be liable for payment of any interest on the security deposit or any depreciation thereof.

(c) If the successful tenderer had previously held any contract and furnished security deposit, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

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

- (i) Earnest money together with the self-attested copies of the documents as mentioned in **Annexure 'B'** are to be annexed with Technical Bid only. No documents are to be enclosed with the Price Bid (**Annexure 'C'**).
- (ii) The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filed or registered with the.
- (iii) The detailed checklist of documents to be submitted is given in **Annex.-'D'**.

**(f) DELIVERY OF TENDERS:**

- (i) The tender shall be submitted in two parts, viz., Technical Bid and Price Bid. Tenders which do not comply with this instruction shall be summarily rejected.
- (ii) Technical Bid shall be accompanied by earnest money @ Rs. 20/- per MT of the capacity offered by the tenderer in favour of General Manager (Region), Food Corporation of India, Regional Office, \_\_\_\_\_.
- (iii) All credentials, documents & copies of certificate/ information called for should be submitted as per tender form with the Technical Bid.
- (iv) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration erasers or overwriting will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

**(g) OPENING OF TENDERS:**

- (i) The Technical Bid will be opened online in the office of General Manager (Region), Food Corporation of India, Regional Office, \_\_\_ at the time and on the date indicated in the NIT. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tender at their own expenses.
- (ii) Scrutiny of the Technical Bid shall be done by General Manager (Region) in consultation with departmental committee or any agency as deemed necessary by them. Necessary clarification if any required by the Corporation shall be furnished by the tenderer within the time given by the Corporation for the same. The Corporation is at liberty to verify any or all documents submitted by the tenderer, even by referring to third parties.

- (iii) After evaluating the Technical Bid of all the parties, the Price Bid of only technically qualified parties will be opened on date & time to be fixed subsequently, in the presence of the concerned tenderers/authorized representatives who may wish to be present at their own expenses.

**(h) CORRUPT PRACTICES:**

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

**(i) ACCEPTANCE OF TENDER:**

The General Manager(Region) Food Corporation of India, Regional Office, \_\_\_\_\_ for and on behalf of Food Corporation of India, reserves the right to reject any or all the Tenders without assigning any reason and does not bind himself to accept the lowest or any tender. The successful tenderer will be intimated about the acceptance of his tender by a letter or formal acceptance of tender.

**Yours faithfully,**

**Asstt. General Manager (Storage)  
For General Manager (Region)**

**TERMS & CONDITIONS FOR HIRING OF STORAGE CAPACITY  
FROM PRIVATE WAREHOUSE OWNERS ON CWC/SWC PATTERN**

1. The Scheme is applicable for the already constructed/available godowns.
2. The minimum capacity to be taken on hire shall be 2500 MT, **however, for hilly area it shall be 1670 MT. The initial period of hiring shall be Two year extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI. The godown can be vacated by FCI at any time by giving three months' notice during the extended period only.** All warehousing units located within one premises shall be treated as an independent unit for the purpose of tender enquiry.
3. A normalization factor of Rs\*\_\_\_\_\_ per quintal per kilometre will be applied to all the bids received for a location beyond a distance of 8 KM from the railhead while evaluating the price bid. In case of Road-fed godowns, distance from nearest FCI godown (owned or hired) to be taken for normalization. (**\*to be filled by R.O. as applicable for PEG Scheme-2008**)
4. There will be no enhancement in rent in case of godown without services. However, in case of godown hired with services, annual increase in rent will be 33% of percentage increase in WPI (Wholesale Price Index) change shall be applicable after completion of initial two years guarantee period.
5. The godown should have been scientifically constructed on elevated area and storage worthy for food grains to the satisfaction of FCI.
6. There should be proper approach road up to the godowns from the main high way. Similarly, there should be adequate internal roads to facilitate easy movement of trucks.
7. There should be a weigh bridge of suitable weighing capacity either within the premises in the godown or enroute from Rail Head or FCI depot up to the godown.
8. Godowns should have the following supporting facilities: -

	<b><u>Clause in PWS applicable for lease with services.</u></b>	<b><u>Clause applicable for PWS 'Lease only' godowns.</u></b>
(i)	Proper drainage	Proper drainage
(ii)	Boundary wall/fencing	Boundary wall/fencing
(iii)	Electricity, water, toilets, Fire-fighting equipments, QC equipments etc.	Electricity connection, water supply connection, functional toilets with running water etc.

The above list is illustrative and not exhaustive.

8. There should be small supporting building to house office, records, chemicals, QC equipments, gunnies, and place for sitting of FCI staff etc.
9. There should be proper Watch & Ward arrangement in the premises of proposed godown.
10. The Warehouse owner shall have to acquire comprehensive insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc. The fidelity guarantee policy against the godown owner shall be procured by FCI at the expense of godown owner.
11. It would be ensured by the Warehouse owner that there is no hindrance while carrying out day to day operations/ moving the stocks.

12. The owner shall be responsible for annual or casual repairs which is necessary for proper maintenance and storage of foodgrains. The godown owner shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the godown owner. The godown owner shall maintain all approach roads to the warehouse/premises in good and motorable condition. The godown owner shall, during the terms of tenancy keep the warehouse/premises in leak proof and waterproof condition and fit in all respects for storage of food grains. The godown owner shall carry out at his own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/premises as may be necessary and make the warehouse/premises fit in all respects for the storage of foodgrains within seven days of the receipt of a notice from the FCI. If the godown owner neglects and fails to carry out the necessary repairs then the FCI shall have the right to get the repairs done at the cost of the godown owner and the same shall be deducted from the immediate storage charges due to the godown owner and the balance, if any shall be recoverable from the godown owner's future storage charges or the security deposit of the godown owner, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/premises are liable to be stopped for adjustment of the repairs executed, expenses etc.

The Godown Owner shall bear the losses occurred due to fault in roofs, floors, walls, windows etc. till the repairs are carried out.

In case, the warehouse/premises become unusable due to structural defects etc. or otherwise( not attributable to the FCI), the payment of the storage charges of the warehouse/premises will be suspended/ will not be paid for the period, when the same remains out of use for keeping the food grains etc.

13. In the context of GST, it is to clarify that for the godown hired with services at present storage and warehousing services in respect of agriculture produce including rice and pulses are exempt under GST. However, in case the same godowns hired on 'lease only' basis, the same would be subject to GST rate of 18% at present. This will have substantial impact on economics when godown on 'lease only' basis are hired and therefore the same needs to be taken into account while finalization of tender.

14. **(A) Offers with services:** The FCI shall hire the godown on reservation basis for a specified capacity. Beyond reserved capacity, the storage shall be on actual deposit basis. Stocks received over and above the reserved space/rated capacity of the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored by the FCI at the warehouse is reduced to the level of the reserved space/rated capacity of the warehouse under possession of FCI. Rates will be calculated on daily basis on the stocks stored over & above the capacity (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent ÷ 30.

**(B) Offers without services:** The FCI shall hire the godown on reservation basis for a specified capacity.

15. The Warehouse owner shall hold all valid licenses issued by the Competent Authority, clear title of property, valid PAN & TIN Number etc. and up to date tax clearance certificate from the concerned authority.
16. The Tender shall be accompanied by an EMD of Rs.20/- per MT electronically through NEFT/RTGS/other electronic means. The successful tenderer would have to deposit security deposit equivalent to **two months'** storage charges/rent payable to him.
17. The tenderer is advised to carefully go through the copy of the various clauses in the model agreement (**Annexure 'E'**), which will have to be signed by him.

18.

Clause No	Existing Clause in PWS applicable for lease with services.	Clause applicable for PWS 'Lease only' godowns.
18	<p>The godown owner shall provide all the warehousing facilities at par with SWC/CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic &amp; curative treatment, regular repair and maintenance of the warehouse/ premises, weighment of the stock, providing electricity &amp; water charges, etc. (List is illustrative and not exhaustive). These facilities shall be part &amp; parcel of the storage charges as agreed. The godown owner shall keep all the facilities available in the warehouse/ premises like weighbridge, fire-fighting equipment, beam scale, QC equipments, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to FCI without any additional cost other than storage charges as agreed. If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the FCI at its discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.</p>	<p>The godown owner shall provide warehouse and regular repair and maintenance of the warehouse/premises, providing electricity &amp; water facility (charges of electricity &amp; water will be borne by FCI), etc. (List is illustrative and not exhaustive). These facilities shall be part &amp; parcel of the storage charges as agreed. The godown owner shall keep all the facilities available in the warehouse/premises like drinking water facility, electrical fittings, electricity connection, approach road etc. functional and shall offer Godown to FCI without any additional cost other than storage charges as agreed. If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at his cost or/and expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the FCI at its discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.</p>

19. The Warehouse owner shall maintain an inventory requirement of 3 months' stocks of chemical at any given point of time. The party should have sufficient fumigation covers, sand snakes and other QC equipment's like fumigation covers, spray pumps, dunnage material etc. as indicated in the Schedule-I of the terms & conditions attached.
20. The Warehouse owner shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse owner by FCI from the dues payable to godown owner as applicable to CWC.
21. Consignee/consignor will be FCI/CWC/SWC, in case of dispatch/receipt of stocks in these godowns. Therefore, the existing quality complaint procedure shall be applicable.
22. The owner shall be responsible for the Storage losses which are not acceptable to FCI and the value of unaccepted losses in storage will be recovered by FCI from the dues payable to godown owner.

23. The owner shall not sub-let the whole or part of the storage space hired by FCI in any way. However, FCI will have the right to rent out the idle storage capacity to the suitable party.
24. The matter of appointment of Handling and Transport Contractor will be purely on merit vis-a-vis utilizing services of the existing FCI Contractor or appointed through tender inquiry by FCI on existing MTF for the purpose. The godown owner shall have no objection for the same.
25. If the owner of the godown violates the standing instructions as contained in the Agreement, **the corporation shall be at liberty to reimburse itself for any damages, losses, charges, costs or expenses suffered or incurred by it. The total sum claimed shall be deducted from any sum due, or which at any time thereafter may become due to the godown owner. In the event of the sum which may be due from the godown owner as aforesaid being insufficient, the balance of the total sum claimed and recoverable shall be deducted from security deposit furnished by the godown owner as specified in clause no.16. Should this sum also be not sufficient to cover the full amount claimed by Corporation, the godown owner shall pay to the corporation on demand the remaining balance of the aforesaid amount claimed.**
26. The responsibility to comply with all statutory obligations under various Central/State Acts which are in force shall be that of the godown owner.

**SIGNATURE OF THE TENDERER**

**SALIENT FEATURES OF QUALITY CONTROL ACTIVITIES WHICH SHALL BE PART & PARCEL OF TERMS & CONDITIONS OF CONTRACT.**

**1. PRE- STORAGE STEPS:**

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

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

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

**A. CLEANLINESS:**

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

**B. PROVISION OF SAMPLE BAGS:**

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

**C. AERATION:**

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

**D. SPRAYING:**

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

Name of Insecticides	Nature of insecticides	Dosages	Remarks
Malathion 50 % CE in the emulsion of 1:100	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. meter to control insects and avoid cross infestation.	Every fortnight
DDVP to be diluted with water in 1:150	Semi fumigant and contact poison	On walls/ alleyways/ Empty space 3 litres of prepared solution per 100 Sq. meters (1000s.ft)	Once in two weeks

**E. DETERMINATION OF SURFACE:**

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



## F. FORTNIGHTLY INSPECTION:

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

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

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

- 1) Proper standard of godown hygienic and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown stand in need of any repairs.
- 3) There is any likelihood of damage to stocks due to godown leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc. in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) The grain of bottom layer bags and other bags is dry, if not whether there is any likelihood of damage to stocks on account of excessive moisture.
- 9) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks are warranted?
- 10) There is any damage to stocks due to infestation and, if yes, to what extent.
- 11) There are any stocks warranting immediate disposal for reasons of deterioration.
- 12) The fumigation has been done in time.
- 13) The stocks have been dusted on due dates.
- 14) There is any rat trouble in the godowns.
- 15) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to Area Manager of FCI.

## H. FUMIGATION:

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

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

Dosage	Remarks
Fumigation under Gas Proof cover 3 tablet or 9 grams per MT of stocks	Immediate fumigation, resorted to as and when infestation of pests is noticed, fumigation is to be imparted as per the advice of the Technical Assistant

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

The godown owner shall also require purchasing all insecticides required for maintaining the 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 Regional Manager concerned.

The godown owner 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 Area Manager of FCI.

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

**THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE GODOWN OWNER IN THE GODOWNS - 10,000 MT CAPACITY AS A UNIT OR FRACTION/ MULTIPLE THERE OF:**

Sl No	Name of the item/article	Specifications	Approximate Quantity Required
1.	Wooden Crates/ Poly Pallets	As per enclosed specifications of each crate of 5' x 3' in size	40 wooden crates/ Poly Pallets per stack i.e. 2600 crates for 10,000 MT capacity
2.	Bamboo Mats	For one layer on the Crate	2880 mats each of 5'x3' in size.
3.	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4.	Beam Scales for weighment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5.	Foot Sprayers		2 Nos
6.	Moisture meter	Model No.6005-SL	1 No
7.	LDPE Polythene Cover	Size 32'x21'x17' Average Thickness 1000 gauge Weight 52 kg.	24 Nos
8.	Sand Snakes	Length 40' with dia. Of 7 "	1600 Nos
9.	Pokers (iron make)		4
10.	Enamel Plates		4
11.	Sieve set		1
12.	Thermometer		1
13.	Ladder		1
14.	Bucket	20 Litres Capacity	2
15.	Mug	1 Litres capacity	2
16.	Measuring Glass	100 ml capacity	2
17.	Aluminium Phosphide	Each tablet of 3 grms (for fumigation purpose)	90 Kgs per fumigation for 10,000 MT (once in 2 months) i.e. 540 Kgs per year.
18.	DDVP (Di ethyl Dichloride Vinyl Phosphate)	Once in 15 days (Spraying)	4 Litres per month
19.	Deltamethrin	Once in 3 months or after fumigation (for spraying)	5 Kg per month

**TECHNICAL BID FORM**

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

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**II. COMPOSITION OF TENDERER:**

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

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### III SCHEDULE OF TECHNICAL BID:

- Duly filled application form as given in Annexure-B/1.
- **Earnest money deposit (refundable/adjustable with security deposit after finalization/acceptance of offer) @Rs.20/-per MT of the capacity offered by the tenderer** in the form must be submitted electronically through NEFT/RTGS/other electronic means in favour of General Manager, FCI Regional Office, \_\_\_\_\_.
- Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender.
- Copy of the site plan of the godown.
- Copy of Drawing of the godowns to scale.
- Photograph of the godown from all four sides.
- Copy of document showing clear title to the property issued by competent revenue authority.
- Copy of document showing property tax clearance issued by the competent/Concerned authority, if applicable.
- Copy of valid Income tax PAN Registration.
- Copy of valid GST Registration.
- Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.
- Name, address & phone No. of Proprietor and all the Partners/Directors of the firm (as the case may be)
- Copy of the IT Returns of the tenderer firm for the last **one year** in case the tenderer is an assessee or Bank Statement of the tenderer for the last financial year. Audited Profit and Loss statements may not be asked.
- Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.
- Declaration to the effect that tenderer (Godown Owner) shall comply with all the statutory laws/rules and are in possession /will obtain all necessary licenses from the respective competent authorities for running the warehousing services.

To

**The General Manager (Region),  
Food Corporation of India,**

\_\_\_\_\_.

Subject: **Application for offering godown/ warehouse to FCI for storage of foodgrains with warehousing facilities at par with CWC/SWC or without services (as applicable).**

Sir,

**PART A**

I wish to offer following godowns/ warehouses along with warehousing facilities at par with CWC/SWC or without services (as applicable) to FCI for scientific storage of food grains :-

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

(iii) Status of electric wiring inside the godown.

(iv) No. of light points/plug points provided.

**(b) Weighbridge:**

**Mechanical**

**Electronic**

(i) No. of weighbridges.

(ii) Capacity of each weighbridge(in MT)

**(c) Fire fighting arrangements:**

(i) Willingness to install fire extinguishers Yes/No

**(d) Adequate drinking water facilities** Yes/No

**(e) Adequate toilet facilities** Yes/No

**(f) Office accommodation for FCI staff** Yes/No

**(g) Security** Yes/No

(i) Permanent boundary wall Yes/No

(ii) Willingness to provide 24 hours security

staff (mention no. of security staff per shift) Yes/No \_ \_ \_

10	<p>Distance of godown (in Kms.)</p> <p>(i) From nearest railway Goods-shed</p> <p>(ii) From National Highway</p> <p>(iii) From State Highway</p> <p>(iv) From pucca black topped main road</p> <p>(v) From nearest FCI godown (own/hired from SWC/CWC)</p> <p>(vi) From nearest mandi/FCI procurement point:</p>	<p>Name of the mandi/ Purchase centre</p> <p>Distance(in KM)</p>
11	<p>Condition of the godown:</p> <p>(i) <b>Floor:</b> whether cement concrete, stone slabs, unplastered brick, kutcha etc.</p> <p>(ii) <b>Roof:</b> whether of tiles, GI sheets, tin sheets, cement concrete etc.</p> <p>(iii) <b>Walls:</b> Whether of bricks plastered and white washed, unplastered brick stone etc.</p>	
	<p>(iv) <b>Doors:</b> Height and width, whether of wood, tin sheet or iron gribble etc. with Condition of structure and material used.</p> <p>(v) <b>Windows/Ventilators:</b> With area of each and indicate whether these are fully protected by doors/shutters for safe guard</p>	

	against entrance from exterior.  (vi) <b>Plinth:</b> (a) Floor height of godown: (b) Height from adjacent ground level	
12	Standard capacity of the godown (in MT) $\frac{(L \times B - 30\%) \times H - 3}{6 \times 11}$ L, B, H (in feet) (H = maximum up to 20 feet will be Considered only)	
13	Condition of roads inside the godowns: (i) Black topped/metalled  (ii) Whether fit for movement of heavy vehicles  (iii) No. of trucks which can be accommodated inside the godown for loading/ unloading at a time.	
14	Year of construction of the godown and age of individual units.	
15	Is the godown having its independent entrance from security angle?	Yes/No
16	Whether godown can be taken on rent in present condition without any repairs?	Yes/No
17	What is the minimum/maximum period for which godown can be given on rent?	<u>Minimum</u> <u>Maximum</u>
18	Willingness to provide QC equipments as per Schedule-I of Terms & conditions (Annex.- A of tender form)	Yes/No
19	Willingness to obtain all necessary licenses from respective competent authorities for running the warehousing services	Yes/No.

**Date:**

**Place:**

(-----)  
**Signature of the Applicant**  
**Name, Address & Seal of the applicant**

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

**(To be filled by Office)**

**INSPECTION REPORT OF THREE MEMBER COMMITTEE OF DISTRICT OFFICE  
AFTER OPENING OF THE TECHNICAL BID**

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

- a) Godown is storage worthy as per conditions laid out in FCI storage manual and as per instructions issued from FCI Hqrs. from time to time.
- b) Godown owner is in a position to offer services at par with CWC/SWC.
- c) Godown is secured and stocks of FCI can be safely stored here.
- d) Godown is well maintained and no other repairs are required in the godown in the present condition.
- e) Other remarks if any

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Name, Designation & signature of the Committee members

Place

Date



**(To be filled by Office)**

**RECOMMENDATION OF AREA MANAGER**

I have examined all the details submitted by the owner in his proposal and I have also examined the report of the three member committee. Further

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

**Place:  
Date**

**Name of the Area Manager  
of concerned FCI District**

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

<b>Sl. No.</b>	<b>Details</b>	<b>Submitted Yes / No</b>
1.	EMD for Rs. _____/- by way _____ in favour of GM(R), FCI, Regional Office _____	
2.	<p>Complete tender form with Annexure A, B, C, D &amp; E duly filled &amp; duly signed on each page by tenderer himself or by authorized signatory of the tenderer firm with following documents duly attested on each page by tenderer himself or by authorized signatory of the tenderer firm.</p> <p>(a) Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form &amp; its annexures in current tender</p> <p>(b) Copy of site plan of the godown.</p> <p>(c) Copy of Drawing of the godowns to scale</p> <p>(d) Photographs of the godown from all four sides</p> <p>(e) Copy of document showing clear title to the property issued by competent revenue authority.</p> <p>(f) Copy of document showing property tax clearance issued by the competent authority.</p> <p>(g) Copy of valid Income tax PAN Registration, wherever applicable.</p> <p>(h) Copy of Valid Service tax Registration.</p> <p>(i) Copy of Registered Partnership deed/copy of Memorandum &amp; Articles of Association (as the case may be) along with Registration number.</p> <p>(j) Name, address &amp; phone No. of all the Proprietors/Partners/Directors of the firm (as the case may be).</p> <p>(k) Copy of the IT Returns of the tenderer firm for the last one year in case tenderer is assessee or bank statement of the tenderer for the last financial year.</p> <p>(l) Name of the current Bankers of the tenderer firm along with addresses &amp; phone no. of the Banks.</p> <p>(m) Declaration to the effect that tenderer(Godown Owner)will comply with all Statutory Laws/Rules and are in possession/will obtain all necessary licenses from the respective Competent Authorities for running the Warehousing Services.</p> <p>(n) Undertaking for participation in the tender to provide warehouse with services or without services (as applicable).</p>	

**MODEL AGREEMENT**

**THIS AGREEMENT ENTERED ON THE ..... DAY OF  
\_\_\_\_\_ MONTH, TWO THOUSAND ..... BETWEEN**

.....  
..... having its Registered Office  
at.....  
through ..... its proprietor/partner/director or authorized  
representative as per power of attorney (as the case may be) (herein after termed as  
godown owner) on FIRST PART  
AND

**THE FOOD CORPORATION OF INDIA,**

Incorporated under Food Corporations Act, 1964 (hereinafter referred to as 'FCI' which  
expression shall, whenever the context so required or admits, mean and include its  
successors and assigns) having its Head Office at 16-20, Barakhamba Lane, New Delhi  
through its General Manager/(Region)/Area Manager. .... on the SECOND PART.

WHEREAS FCI IS DESIROUS TO UTILIZE storage space of  
M/s .....for storage of foodgrains at the godowns / warehouses  
situated at.....

WHEREAS M/s..... has agreed to provide godowns/  
warehouses to FCI for storage of foodgrains at par with the CWC/SWC at its warehouses.

NOW THIS AGREEMENT WITNESSTH that M/s..... shall make  
available to FCI storage space as per the requirement of FCI on the following mutually  
agreed terms & conditions:-

**TERMS & CONDITIONS**

**1. STORAGE SPACE:**

**1.1** FCI will reserve the space in the godowns of M/s.....in terms of  
MT capacity and in that reserved capacity, FCI will be free to make as many turnovers as  
required by the FCI and the monthly rent will be restricted to the capacity actually  
reserved.

**1.2** FCI shall reserve the space at the Warehouse in terms of MT (minimum 2500 MT,  
**however, for hilly area it shall be 1670 MT**) for an initial period of two years  
extendable by another one year at the same rates, terms & conditions at the sole  
discretion of FCI. The godown can be vacated by FCI at any time by giving three months'  
notice during the extended period only. Reservation will be in terms of complete  
month(s). The godown owner may provide storage space to FCI in one or more  
godowns, under its possession at the required centers.

**1.3** Cancellation of the reservation of space before the expiry of initial period of two year  
would not be normally resorted to; however, in exceptional circumstances if it is required  
by FCI, to cancel/curtail the quantum of reservations, advance notice of three months  
shall be given.

In case of normal circumstances, FCI will give prior intimation one month before  
the expiry of the initial guarantee period either to further extend guarantee for another  
one year or to dehire the godown. In case of dehirng FCI will try to vacate the godown  
within the guarantee period, however in case FCI is unable to vacate the godown within  
guarantee period, it will vacate not later than 02 months beyond the guarantee period.  
For this period, rent on Actual Utilization Basis (AUB) will be paid.

**1.4** FCI shall pay storage charges from the **first date of deposit**, to the godown owner for the reserved space, whether the space remains totally or partly utilized during the period of reservation. The storage charges would be paid by FCI by 10<sup>th</sup> of subsequent month.

**1.5** Stocks received over and above the reserved space/rated capacity of the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored by the FCI at the warehouse is reduced to the level of the reserved space/rated capacity of the warehouse under possession of FCI. Rates will be calculated on daily basis on the stocks stored over & above the capacity (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent ÷ 30.

## **2. RECEIPT & WEIGHMENT IN WAREHOUSE:**

**2.1** FCI will send the stocks in sound bags to the godowns. In case of receipt of cut & torn bags if any found, the same would be replaced by godown owner as per the terms of agreement, with gunnies to be supplied by FCI.

**2.2** Goods will be tendered for storage by an authorized representative of FCI who will fill up and sign the form for deposit and other formalities.

**2.3** Bags found wholly or partly wet at the time of deposit shall be segregated and will be accepted for storage after the contents are properly dried, reconditioned by the godown owner as per the terms of the agreement and considered fit to stand storage to be undertaken by godown owner.

**2.4** Stocks at the warehouses would be received and issued on 100% weighment basis on the lorry weighbridge available in the warehouse or the private weighbridge available enroute/nearby at the expense of godown owner. In godowns, it is the responsibility of godown owner to provide weighment facility of their own (without any payment for extra mileage and handling and transportation thereon).

**2.5** At such warehouse where there is no lorry weigh bridge of godown owner or any other private party available, the stocks would be weighed on beam/platform scale at the cost of godown owner.

**2.6** The godown owner shall be responsible for satisfactory storage of stocks and shall take necessary care as is expected from a bailee. The quantum of storage loss / gain shall be examined taking into account the condition of the stocks at the time of receipt including infestation, if any, moisture contents at the time of receipt and issue, storage period etc.

**2.7** The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by godown owner and FCI staff and duly authenticated in records. Damages / down gradation / deterioration if any, will be borne by godown owner.

**2.8** An acknowledgement would be issued by godown owner to FCI acknowledging receipt of stocks at the warehouse. Moisture contents shall be determined both at the time of receipt and delivery of goods and shall be recorded in the relevant acknowledgement/warehouse receipt and delivery order.

## **3. STORAGE LOSSES/GAINS**

**3.1** The stocks stored on account of FCI shall be subject to monthly / periodical joint inspection report by godown owner and FCI.

**3.2** Loss and Gain Statement will be submitted in the prescribed proforma of FCI to the Area Manager after stocks in particular stack is completely liquidated during the month which should be jointly signed by the godown owner or his authorized representative and FCI representative. The statement will be Commodity-wise, Month-wise, Stack-wise.

**3.3** The jointly signed above Loss and Gain Statement will be submitted by the godown owner or his authorized representative by 7th of succeeding month after liquidation of stocks.

**3.4** If the storage losses are beyond permissible limit as per FCI norms in vogue, godown owner shall be responsible for the same and recoveries for such unjustified losses shall be effected from godown owner by FCI. In addition, the agreement with godown owner also stipulate that godown owner shall be fully responsible for any loss caused to the stocks of FCI while in custody of godown owner on account of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, pilferage, theft, housebreaking, burglary, misappropriation etc. for which recoveries will be made from godown owner on the rates fixed by the FCI from time to time.

**3.5** Norms / prevalent procedure for Storage Loss/ Gain finalized by the FCI / Govt. of India from time to time will be binding on the godown owner.

#### **4. DELIVERY OF GOODS:**

**4.1** Instructions for delivery or transfer of goods shall be in writing and signed by the authorized representative of FCI.

**4.2** In case delivery is to be given to any other person, he shall be duly authorized and his signatures shall be attested by the authorized representative of FCI.

**4.3** If a warehouse receipt has been issued, no goods covered by that receipt shall be delivered back, unless the receipt properly endorsed, is surrendered by the Manager (D) FCI, Incharge of particular godown for cancellation or for endorsement of partial delivery thereof.

**4.4** The delivery shall be given as per demand/priority given in writing to the godown owner or his authorized representative by the authorized representative of FCI.

**4.5** The condition of stocks shall be examined by FCI representative, who shall give in writing with full particulars of loss or damage / down-gradation / deterioration, if any, caused to the goods to the godown owner or his authorized representative forthwith or give notice within three working days of his examining goods otherwise it may be presumed that FCI has no claim against the godown owner for loss / damage. Similar notice for claim of damage will be given to the godown owner or his authorized representative by FCI representative in case he comes to know of the loss/damage/deterioration / down gradation while the goods are in the warehouse/godown.

**4.6** For delivery of goods before and after office hours and on holidays, reasonable / prior intimation / notice shall be required to be given to the godown owner or his authorized representative.

#### **5. HANDLING & TRANSPORTATION:**

**5.1** The matter of appointment of Handling & Transport contractor will be purely on merit vis-a-vis utilizing services of the existing FCI contractor **or** appointed through tender inquiry by FCI as per existing MTF for the purpose. The godown owner shall have no claim/objection for the same.

#### **6. STORAGE CHARGES:**

**6.1** FCI shall pay to the godown owner storage charges at the rates agreed by FCI.

**6.2** The payment of storage charges to the godown owner in respect of reserved space shall be made by FCI in the succeeding months in which the bills are raised.

**6.3** Storage charges in respect of stock in excess of the Reservation or stored on general Warehousing Basis, shall be prepared and submitted to the concerned Area Manager of FCI by the 10th of the following month. FCI shall arrange payment within 30 days from the date of receipt of bill.

**6.4** The Storage charges agreed are for Food grain i.e. wheat, rice, paddy and coarse grain only. FCI will be authorized to store other items like Gunny bales/ Gunny bundles, Twine, Dunnage materials etc. for which 1 % of the reserved space would be provided for free of storage charges since the above items are related to the stocks.

**6.5** FCI claim will be settled by the godown owner in a reasonable time otherwise amount of claim will be deducted by FCI from the Bills of the godown owner after giving godown owner reasonable opportunity / notice.

**7. INITIAL FUMIGATION:**

**7.1** For stocks received in infested condition, necessary remarks shall be recorded by godown owner and intimated to FCI immediately and action taken to fumigate the stocks. For such fumigation done within 14 days of receipt of the stocks, godown owner shall claim fumigation charges at rates prescribed from time to time by FCI, duly supported by relevant documents. The same shall be payable by FCI.

**7.2** In respect of stocks dispatched from the god owns of the godown owner, if the same are found to be dispatched in infested condition, as substantiated by records and facts, FCI shall claim fumigation charges at rates prescribed from time to time by FCI, against godown owner (Dispatching warehouse).

**8. INSURANCE:**

<u>Clause No.</u>	<u>Clause in PWS applicable for lease with services.</u>	<u>Clause applicable for PWS 'Lease only' godowns.</u>
8.1	The godown owner shall undertake to exercise reasonable care and diligence as is required from a Bailee under the law for keeping the stocks of FCI. The stocks stored in the Warehouses shall be insured indemnified against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary, misappropriation and the whole charges on this will be borne by godown owner. The beneficiary of the insurance policy taken by the godown owner shall be FCI.	The stocks stored in the Warehouses shall be insured indemnified against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary, and the whole charges on this will be borne by godown owner except misappropriation. The beneficiary of the insurance policy taken by the godown owner shall be FCI.

**8.2** The FCI shall cover the fidelity guarantee of the godown owner by taking appropriate fidelity insurance policy and the premium so paid by the FCI shall be recovered on pro rata basis from the monthly storage charges payable to the godown owner by the FCI.

**8.3** The insurance of stocks will continue to be undertaken by godown owner at the estimated average acquisition cost on which Govt. of India has taken the same in the costing sheet.

**8.4** In the event of any loss, FCI will cooperate with the godown owner in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.

**8.5** The godown owner shall get the claim settled from the Insurance Co. at the earliest and pass on the compensation so received from the Insurance Company to FCI. The godown owner will settle the claim with FCI on the declared value after occurrence of the incident.

**8.6** The liability of the godown owner will be limited to the value of the goods on the date of deposit i.e. rate recorded in Acknowledgement Warehouse Receipt or on the date of occurrence of loss, whichever is less.

## 9. **MAINTENANCE AND REPAIRS OF THE GODOWNS**

The godown owner shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the godown owner. The godown owner shall maintain all approach roads to the warehouse/premises in good and **motorable** condition. The godown owner shall, during the terms of tenancy keep the warehouse/premises in leak-proof and waterproof condition and fit in all respects for storage of food grains. The godown owner shall carry out at their own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/premises as may be necessary and keep the warehouse/premises fit in all respect for the storage of food grains within seven days of the receipt of notice from the FCI. If the godown owner neglects and fails to carry out the necessary repairs then the FCI shall have the right to get the repairs done at the cost of the godown owner and the same shall be deducted from the immediate storage charges due to the godown owner and the balance, if any shall be recoverable from the godown owner's future storage charges or the security deposit of the godown owner, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/premises are liable to be stopped for adjustment of the repairs executed, expenses etc. In case, the warehouse/premises become unusable due to structural defects etc. or otherwise (not attributable to the FCI), the payment of the storage charges of the warehouse/premises will be suspended and will not be paid for the period, when the same remains out of use for keeping the food grains etc.

## 10. **FREE MOVEMENT OF STOCKS:**

No hindrance should be there in receiving the stocks or for moving the stocks in the warehouse/premises and for persons engaged by the FCI to oversee the warehouse operations. The godown owner shall keep the warehouse/premises as well as documents pertaining to stock of FCI open for inspection any time to the officers/staff duly authorized by the FCI. In case, godown owner fails to provide such facility, the FCI will have the option to terminate the agreement forthwith.

## 11. **PROVISION OF FACILITIES FREE OF COST**

<b><u>Clause No.</u></b>	<b><u>Clause in PWS applicable for lease with services.</u></b>	<b><u>Clause applicable for PWS 'Lease only' godowns.</u></b>
11.1	The godown owner shall provide all the warehousing facilities at par with SWC/ CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/premises, weighment of the stock, providing electricity & water etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed.	The godown owner shall provide regular repair and maintenance of the warehouse/ premises, electricity & water etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed.
11.2	The godown owner shall keep all the facilities available in the warehouse/premises like weighbridge, fire-fighting equipment, beam scale, QC equipment, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to officers/staff of the FCI without any additional cost.	The godown owner shall keep all the facilities available in the warehouse/ premises like drinking water facility, electrical fittings, electricity, approach Road etc. functional and shall offer Godown to officers/staff of the FCI without any additional cost.
11.3	If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at its cost or expenses and cost or expenses so incurred by the FCI shall be deducted from the	If the godown owner fails to provide to facilities as mentioned above, the FCI shall have the right to get the facilities provided at its cost or/and expenses of the godown owner from monthly

	<p>storage charges together with element of interest thereon, and in the manner considered fit by the FCI its own discretion. The cost or expenses incurred by the FCI on Godown owner's account would be treated as final, without calling them in question.</p>	<p>godown rent together with element of interest thereon and in the manner consider fit by the FCI in its own discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.</p>
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**12. STATUTORY OBLIGATIONS**

**12.1** It is the sole responsibility of godown owner during the hiring period that, he shall hold all valid licenses relating to warehouse/warehouse facility issued by respective Competent Authorities, clear title to the property, valid PAN & GST numbers etc. and up to date tax clearance certificates from the concerned authorities.

**12.2** The godown owner shall be solely responsible to fulfill all the statutory obligations under various Central/State **Acts** which are in force.

**13. PAYMENT OF TAXES**

The godown owner shall pay all existing and future increase in Municipal and local taxes/levies and the charges related to the lands or the warehouse/premises.

**14. QUALITY CONTROL**

The godown owner shall abide by the instructions issued by the FCI for preservation of stocks, proper accounting of the stocks, timely submission of the reports & any other allied matters pertaining to proper warehousing of stocks of the FCI.

**15. SECURITY DEPOSIT**

**The godown owner shall deposit two months' rent of the capacity offered by him as Security Deposit** with the FCI in the form of Demand Draft from any scheduled bank which shall be refunded by the FCI without interest after successful completion of the agreement.

**16. WAREHOUSING AGREEMENT**

**16.1** FCI shall have no share, right, interest, title or claim into or upon the warehouse or any part or portion thereof by way of easement, tenancy, sub tenancy or any other kind. Nothing herein contained constitute or shall be deemed to constitute FCI as a tenant or assignee of the godown owner.

**16.2** The necessary stamp duty and registration etc., required under the law for these present shall be borne by the godown owner.

**17. COURT OF LAW**

All the disputes or differences whatever arising between the parties out of or relating to the construction, meaning and operation or effect of this agreement or the breach thereof shall be settled through appropriate court of law situated at the place of signing of this Agreement Signed today \_\_\_\_\_ on ..... day of .... 20 \_\_\_\_ At .....

\_\_\_\_\_  
 \_\_\_\_\_  
 (Signature & seal of Godown owner)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Name, Designation & Address of the Godown owner)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Signature & seal of the FCI)



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(Name, Designation & Address of the FCI)

In presence of

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(Signature of the witness No. 1)

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(Name & Address of the witness No. 1)

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(Signature of the witness No. 2)

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(Name & Address of the Witness No. 2)

**SIGNATURE OF THE TENDERER**