

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE,**

NOTICE INVITING TENDER

AVAILING OF WAREHOUSING SERVICES FOR STORAGE OF FOODGRAINS BY FCI.

1. For and on behalf of the Food Corporation of India, (hereinafter called the Corporation) the, General Manager (Region), Regional Office, invites online tenders under two bid system for availing warehousing services “Lease with services” and “Lease only”, **anywhere in** The Warehouse offered should be registered with WDRA. However, the bidders who have applied for WDRA registration shall also be eligible to participate in the tender provided that the registration process shall be completed within three months from the date of award of work, failing which the contract shall be summarily terminated and Security deposit shall be forfeited.
2. A normalization factor of Rs* per quintal per KM. will be applied to all the bids received for a location from the railhead while evaluating the price bid. In case of Road-fed warehouses, distance from nearest FCI warehouse (owned or hired) be taken for normalization. (***to be filled by R.O. as applicable for PEG Scheme-2008**).

Normalization would be applicable only when two or more bids are received for a particular location. In that case, all the bids shall be normalized for comparison. Normalization factor would be applied to all the bids for the distance from the railhead to derive lowest bidder. Rate of lowest bidder such derived will be counter offered to all other bidders in case the required capacity is not offered by the L-1 bidder.

(In case of Road-fed warehouses, following factors may be considered for deciding the L-1 bidder).

- I. Transportation cost from nearest feeding base depot (owned or hired)
- II. Rate offered

(Nearest feeding base depot and transportation rate shall be declared in advance.)

There is a provision of revision of rates by linking it with WPI index in case of availing Warehousing Services “With Services”. The revision in rates @33% of WPI Change may be made applicable after completion of initial Two years guarantee period. There will be no escalation/revision in the rate of warehouses offered without services under PWS (lease only).

3. The warehouse can be vacated by FCI in exceptional circumstances by giving three month notice only. The minimum capacity to be taken shall be 2500 MT. However, for Hilly Area minimum capacity shall be 1670MT within one premises at a particular location. However, the warehouses with railway siding facilities would be given preference at the time of availing warehousing services. **GST is exempted for the warehouse offered with lease and services, whereas for lease only warehouses GST @18% is applicable.**

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

S. No.	FCI Division	Revenue Distt.	Location of the warehouse	Name of Railhead /Center	Capacity (In MT)

7. Bidders must deposit the EMD and tender fees as prescribed in the tender in the Bank A/c of FCI before online submission of the tender. The Bank A/c details of FCI are as follows:-

Name of Beneficiary	
Bank Name	
Bank Branch Address	
Account No.	
IFSC 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.

8. For details of process of online submission of bid, conditions of qualification, documents to be submitted, EMD and Security deposit bidders should go through the tender terms and conditions thoroughly. It is understood that the tenderer has gone through all the terms and conditions before submitting his tender.
9. The 'Security Deposit' equivalent to two months' rent for availing Warehousing Services on, 'Lease with Services', under PWS 2010, can also be submitted in the form of irrevocable and unconditional 'Bank Guarantee' issued by scheduled Commercial Bank notified by RBI (excluding all urban/Rural/State co-operative Banks and Gramin Banks) in the prescribed format. The validity of the 'Bank Guarantee' should be 6 months beyond the contract period (\$\$).
- The Bank Guarantee issuing Bank shall send cover for Bank Guarantee issued, through SFMS platform to the FCI banker, i.e. ICICI bank Ltd, 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 as per the detail below: -**
 - MT760 COV for issuance of Bank Guarantee.**
 - MT767 COV for amendment of Bank Guarantee.**
 - Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.**
 - FCI beneficiary code is**
 - The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.**
 - BANK GUARANTEE submitted without these details shall not be accepted.**

10. 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.
11. The tenderer shall furnish all the details as prescribed in the Tender form. The details of the warehouse as per the criteria should be furnished adequately and the selection will be based on suitability of the warehouse for the intended purpose.

Warehouse “with services”:-

The rate should be quoted in the Price Bid in Rs..... P..... (Rupees and paiseonly) as storage charge **per Quintal** (excluding GST, as applicable) of food grains/sugar etc. per month including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems 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.

Warehouse “without services”:-

The rate should be quoted in the Price Bid in RsP..... (Rupeesand paise.....only) as storage charge **per Quintal** per month including ancillary facilities such as office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room, lorry weighbridge, computer systems for all warehousing operations. (This should be inclusive of property tax, minor/major maintenance of roads and buildings and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST as applicable.

12. The Tender should be signed by the warehouse service provider or the authorized signatory with appropriate power of attorney under the signature of firm/proprietor/owner. The warehouse on leased land can be considered. The residual lease should be comprehensive and irrevocable in favour of the bidder and for a period of minimum three (3) years from date of hiring. Bids received from the parties who are willing to acquire the warehouse by way of ownership/ Registered Lease deed (for minimum three years) within 15 days from the date of acceptance of E-tender for availing warehousing services 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 warehouse and submit the lease documents to FCI within 15 days.

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

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

13. The minimum capacity of the offered warehouse shall be 2500 MTs (50000 bags of 50 Kg each), however, for hilly area, it shall be 1670 MT. The initial period of hiring shall be two years extendable by another one year at the same terms and conditions at the sole discretion of FCI. The warehouse can be vacated by FCI under exceptional circumstances by giving three months' notice only.

However, in addition to the above provision, partial capacity of the offered warehouse of "Lease with Services" under PWS can be availed subject to the following conditions.

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

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

14. 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 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. Conditional tenders will not be considered for acceptance.
18. FCI will not be held responsible for any rejection based on inadequate information.
19. FCI reserves the right to accept or reject any of the tender received without assigning any reason.
20. Tenders which do not fulfil any of the conditions or incomplete in any respect shall be summarily rejected.
21. FCI would be at liberty to reject any or all the proposals at any point of time, if the ownership of the warehouse and encumbrance etc. are found to be doubtful or improper.
22. The Tenderers should sign & seal (Stamp) all the pages of the tender form and all the documents produced.
23. No negotiations will be held.
24. The hiring of warehouses shall be subject to laws of the land, rules, guidelines, instructions etc. issued by Food Corporation of India/Govt. of India/State Govts. etc. as amended from time to time and the bidder shall be fully responsible for due compliance thereof. The warehouse service provider shall be responsible for compliance of all statutory provisions including labour laws pertaining to minimum wages, EPF, ESI etc. in respect of personnel engaged by it.

25. The Decision of Competent Authority will be binding on all tenderers.

Note: For availing warehousing services on “Lease Only” basis, the Model Agreement Clause No. 2.1 to 2.7, Clause No. 3.1 to 3.4, Clause No. 4.1 to 4.6, Clause No. 5.1, 7.1, 7.2, Clause No. 14, Annex-A Clause No. 11, 12, 21, 22, 23 and 24 are not applicable.

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

(\$\$) In accordance with the guidelines issued by Ministry of Finance vide office Memorandum dated 30.12.2020, the security deposit payable by the bidder shall be restricted to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years). The above shall be applicable for warehouses both under “lease with services” and “lease only”. This instruction shall be applicable to all the tenders issued till 31.03.2023.

Security Declaration

Date: _____

Tender No. _____

To
The General Manager (Region),
Food Corporation of India,
Regional Office,,

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

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

Date:
Place:

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

Signed:

(Capacity in which Signing)

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

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE,**

A. INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR AVAILING WAREHOUSING FACILITIES.

Tender No.

Date

Last date for online submission of Tender is upto **PM**

B. Technical Bid will be opened online onat **PM in the office of General Manager (Region), FCI, Regional Office,**

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 Officeon behalf of Food Corporation of India, reserves the right to reject any or all Tenders without assigning any reason.

NOTE:

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

Instructions for Online Bid Submission:

The bidders are required to submit their bid documents and supporting documents as per instruction on the GeM Portal.

More information useful for submitting online bids may be obtained at: <https://gem.gov.in/>.

REGISTRATION:

1. Bidders are required to register on the GeM e-Procurement module (URL <https://sso.gem.gov.in/>).
2. As part of the enrolment registration process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GeM Portal.

SEARCHING FOR TENDER DOCUMENTS:

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

PREPARATION OF BIDS:

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

SUBMISSION OF BIDS:

1. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. Bidder has to select the payment option as "offline" to pay the EMD as and when applicable and enter details of the transaction no. (UTR No.) at appropriate place.
3. 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.
4. 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 the bidders. If the BoQ (pdf file) file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

ASSISTANCE TO BIDDERS:

- A. The bidders can seek clarification upto 3 working days before last date of submission of tender. The concerned RO shall furnish reply at least 24 hours before the bid submission time.
- B. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GeM Portal Helpdesk. The contact number for the helpdesk is 1800-419-3436.

C. The Pre-bid briefing will be held in the office of General Manager(R), Food Corporation of India, Regional Office, byon at 11:00 AM wherein the instructions and the manner in which the tenderers are to be submitted and the rates to be quoted will be explained. Tenderer, who wish to be present may do so at their cost and expenses at the fixed date, time and venue.

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE,**

TENDER FORM

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 warehouse service providers who can provide warehouses along with warehousing facilities for storage of food grains to FCI in State, as per locations/railhead given in NIT.

The Warehouse offered should be registered with WDRA. However, the bidders who have applied for WDRA registration shall also be eligible to participate in the tender provided that the registration process shall be completed within three months from the date of award of work, failing which the contract shall be summarily terminated and Security deposit shall be forfeited.

The contract is for a period of two years extendable by another one year at the same terms and conditions at the sole discretion of FCI. The provision of revision of rates by linking it with WPI index in case of warehousing facilities availed "With Services". The revision in rates @33% of WPI Change may be made applicable after completion of initial Two years guarantee period.

No revision in rate is allowed in case of warehouse offered without services.

A normalization factor of Rs per quintal per k.m. will be applied to all the bids received for from the railhead while evaluating the price bid. The Warehouse can be vacated by FCI under exceptional circumstances by giving three months' notice. The minimum capacity of the offered warehouse shall be 2500 MT within one premises at a particular location. However, for Hilly Area minimum capacity shall be 1670 MT.

Normalization would be applicable only when two or more bids are received for a particular location. In that case, all the bids shall be normalized for comparison. Normalization factor would be applied to all the bids **for the distance** from the railhead to derive lowest bidder. Rate of lowest bidder such derived will be counter offered to all other bidders.

(In case of Road-fed warehouses, following factors may be considered for deciding the L-1 bidder

- i. Transportation cost from nearest feeding base depot (owned or hired)
- ii. Rate offered

(Nearest feeding base depot and transportation rate shall be declared in advance.)

Extra cost for operating warehouse shall be considered prior to finalization.

A. BRIEF DESCRIPTION OF WORKS:

The tenderer shall provide warehouses 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 FCI 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 ‘G’. Options of offering warehouse ‘without services is also allowed in the scheme’. (No revision in rates.)

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 from any scheduled bank by the tenderers in the Bank A/c of FCI, details of which are as follows:
A/c Name- Food Corporation of India. IFSC 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) and/or Tender fees shall be summarily rejected.

(ii) 'TERMS FOR MICRO & SMALL ENTERPRISES'

- I. Tender document cost will not be charged from Micro & Small enterprises (MSEs).
 - II. MSEs registered with the agencies for the specific item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
 - III. The MSEs must also indicate and submit their registration number (Udyam Registration Certificate). MSEs seeking exemption and benefits should upload an attested/self-certified copy of valid registration certificate, giving details such as stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
 - IV. The benefits as stated above to MSE, shall be available for goods/services produced and provided by MSMEs for which they are registered.
 - V. In case the MSE does not fulfill the criteria at Sr. No II, III and IV above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.12 and any other notification issued thereafter.
 - a. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, the Tenderer will be liable for any loss suffered by the corporation and he/ they himself/themselves would disqualify for future participation in the tenders of Food Corporation of India works for the next Two years.
 - b. The tenders are to be submitted in two parts, Part-I containing Technical Specifications and Part-II containing financial offer (Part-I & Part-II) i.e. Technical Bid and Price bid through e-tender process only."
 - VI. If after award of contract, MSME resiles to accept the offer then Corporation reserves the right to debar the party for two years alongwith taking other actions allowed under different clauses and it may also take-up with MSME Authorities for cancellation of their License.
- ii. The Earnest Money shall be liable for forfeiture, if the tenderer after submitting his tender resiles from or modifies his offer and/ or the terms & conditions there of in any manner even if 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 possible after decision on tenders and to successful tender after he has furnished a security deposit, if the successful tenderer does not desire the same to be adjusted towards the security deposit. No interest shall be payable on the amount of earnest money in any case.

(d) SECURITY DEPOSIT(\$\$):**Warehouse “with Services”**

- i. **The successful tenderer shall furnish within 7 working days of the acceptance of his tender a Security deposit @ two month’s rent (storage charges) of the capacity offered by him
Additional 7 working days may be given by imposing a penalty of 1% of Security Deposit.**
- ii. **In case capacity is being availed in phased manner. Security deposit may be accepted in phased manner, which shall be equivalent to two months’ rent of the capacity taken in phased manner.**
- iii. **The security deposit must be submitted electronically through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of FCI, details of which are as follows:
A/c Name- Food Corporation of India. IFSC CODE –**
- iv. **The ‘Security Deposit’ equivalent to two months’ rent for the Warehousing Services to be availed ‘Lease with Services’ under PWS 2010, can also be submitted in the form of irrevocable and unconditional ‘Bank Guarantee’ issued by scheduled Commercial Bank notified by RBI (excluding all urban/Rural/state co-operative Banks and Gramin Banks) in the prescribed format. The validity of the ‘Bank Guarantee’ should be 6 months beyond the contract period.**

In case of extension of the period of availing warehousing services, BG should also be extended accordingly.

- a. **The Bank Guarantee issuing Bank shall send cover for Bank Guarantee issued, through SFMS platform to the FCI banker i.e. ICICI bank Ltd, 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 as per the detail below: -**
 - i. **MT760 COV for issuance of Bank Guarantee.**
 - ii. **MT767 COV for amendment of Bank Guarantee.**
 - iii. **Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.**
 - iv. **FCI beneficiary code is**
- b. **The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.**
- c. **BANK GUARANTEE submitted without these details shall not be accepted.**
- v. **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.**

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.

Warehouse “without Services”(\$\$)

The successful tenderer shall furnish within 7 working days of the acceptance of his tender a Security deposit @ one month’s rent (storage charges) of the capacity offered by him. However, in such case, the Security Deposit must be paid by the warehouse service provider through DD/RTGS only. (Security Deposit in the shape of Bank Guarantee should not allowed)

Additional 7 working days may be given by imposing a penalty of 1% of Security Deposit.

In case of extension of the period of availing warehousing services, BG should be extended accordingly.

(e) DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER:

- ii. 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').
- iii. The tender document should be uploaded on the website including invitation to tender intact, without detaching any page or pages dully filled in completed and signed on each page of tender form.
- iv. The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his firm or the company have been filed or registered with the.

The detailed 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) All supporting documents including tender documents have to be scanned and uploaded in the technical Bid. Price Bid as per Annexure 'C' has to be scanned and uploaded at the requisite place in the e-procurement system.
- (iii) Technical Bid shall be accompanied by earnest money @ Rs. 20/- per MT of the capacity offered by the tenderer must be deposited electronically through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of FCI, details of which are as follows:
A/c Name- Food Corporation of India. IFSC CODE –
- (iv) All credentials, documents & copies of certificate/information called for should be submitted as per tender form with the technical bid.
- (v) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration erasers or overwriting will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

(g) OPENING OF TENDERS and Bid Evaluation Criteria:

- I. The Technical Bid will be opened Online in the 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 departmental committee or any agency as deemed necessary based on the documents submitted along with the bid. 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. However, no additional documents shall be allowed to be submitted after submission of the bid.

- III. After successful scrutiny/verification of documents submitted along with the Bid, Physical verification of the warehouse with respect to the location and design and drawing provided with the bid, shall be carried out by the departmental committee, as part of the Technical evaluation process.
- IV. 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.
- V. The provisions of Public Procurement (Preference to Make in India), order 2017 (dated 15.06.2017) read with subsequent amendments from time to time including amendments dated 04.06.2020 and 16.09.2020 and the provisions of Rule 144(xi) of the General Financial Rules (GFRs) 2017, as amended from time to time, shall be read as a part of the present tender to the extent applicable thereto. The said Order/Rule contains detailed provisions relating to policy of Govt. of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment in India. The said policy provides for giving purchase preference to the local suppliers in the procurements by the Govt subject to certain terms and conditions as laid down therein.

(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 /email or formal acceptance of tender.

Yours faithfully,

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

(\$\$) In accordance with the guidelines issued by Ministry of Finance vide office Memorandum dated 30.12.2020, the security deposit payable by the bidder shall be restricted to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years). The above shall be applicable for warehouses both under "lease with services" and "lease only". This instruction shall be applicable to all the tenders issued till 31.03.2023.

ANNEXURE-A**TERMS & CONDITIONS FOR AVAILING WAREHOUSING SERVICES FOR STORAGE OF FOODGRAINS**

1. The Scheme is applicable for the already constructed/available warehouses.
2. The minimum capacity of the offered warehouse shall be 2500 MTs. , However, for hilly area, it shall be 1670 MT. The initial period of hiring shall be two years extendable by another one year at the same terms and conditions at the sole discretion of FCI. The warehouse can be vacated by FCI under exceptional circumstances by giving three months' notice only. The premises within the boundary of the offered warehouse should not be used for any other activity offering of part vacant in the same warehouse is not allowed.

However, in addition to the above provision, partial capacity of the offered warehouse of "Lease with Services" under PWS can be availed subject to the following conditions.

- i. Partial capacities may only be availed in consuming regions.
- ii. Further, the partial capacities offered only on 'Lease with services' can be considered as in case of 'Lease only' warehouses, the common infrastructure may lead to disputes between FCI and Warehouse service provider /other users for its use and maintenance.
- iii. That the partial warehouse offered under PWS to FCI should be a separate shed with 'Lock & Key' exclusively for storing the stocks of FCI. Stocks other than that of FCI are not to be allowed for storage in Sheds offered to FCI.
- iv. The bidder shall ensure the safety & security in terms of both quality and quantity of FCI stocks at all the times.

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

3. A normalization factor of Rs* per quintal per k.m. will be applied to all the bids received for a location from the railhead while evaluating the price bid. In case of Road-fed warehouses, distance from nearest FCI warehouses (owned or hired) be taken for normalization. (***to be filled by R.O. as applicable for PEG Scheme-2008**)

Normalization would be applicable only when there are two or more bids for a particular location. In that case, all the bids are normalized and then compared. Normalization factor would be applied to all the bids **for the actual distance** from railhead to derive lowest bidder. Rate of lowest bidder such derived will be counter offered to all other bidders.

(In case of Road-fed warehouses, following factors may be considered for deciding the L-1 bidder

- i. Transportation cost from nearest feeding base depot (owned or hired)
- ii. Rate offered

(Nearest feeding base depot and transportation rate shall be declared in advance.)

4. The warehouse should have been scientifically constructed on elevated area and storage worthy for food grains to the satisfaction of FCI.
5. There should be proper approach road up to the warehouses from the main high way. Similarly, there should be adequate internal roads to facilitate easy movement of trucks.
6. There should be a weigh bridge of suitable weighing capacity within the premises in the warehouse or enroute from Rail Head or FCI depot up to the warehouse.
7. Warehouse service provider shall provide following hardwires for Depot Online System (DoS):

For Warehousing Services to be availed on “Lease with Services”
Average Hardware Requirement

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

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

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

Sl. No.	Type of Hiring	Hardware & Software to be provided by	
		Warehouse Service Provider	FCI
A	Lease with Services	Printer, Tablet with SIM Card, Computer with internet facilities	DoS software (FoC).

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

For Warehousing Services to be availed on “Lease only”

Above Hardware & Software shall be provided by FCI.

8. Appropriate nos. of Security cameras (Live feeding) shall be installed in the premises of the warehouse by the Warehouse Service Provider.

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

9. Warehouses should have the following supporting facilities:-

- a. Proper drainage.
- b. Boundary wall/fencing.
- c. Electricity, water, toilets, fire fighting equipment, QC equipment etc.

Point no. C

In case of "Lease Only" warehouses it is Electricity connection, water supply connection, fire-fighting equipment's, functional Toilets with running water etc.

The above list is illustrative and not exhaustive.

10. There should be small supporting building to house office, records, chemicals, QC equipment, gunnies and earmarked sitting space for 2 employees of FCI.
11. There should be proper Watch & Ward arrangement in the premises of proposed warehouse.
 - i. The personnel deployed for the Security of the establishment either should be from DGR empaneled agency /State Home guard etc. or should have undergone training from Government recognized /approved training institute for providing training to the private security personnel.
 - ii. Payment of Minimum wages and compliance of other statutory requirement such as EPF, ESI etc. shall be ensured by the warehouse service provider.

(Not applicable in case of lease only warehouses.)

12. The Warehouse service provider shall have to acquire comprehensive insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc.

The insurance shall be taken at the latest average acquisition cost available at the FCI website link on the date of award of contract/ Renewal of Insurance, as the case may be. Copy of general insurance for indemnifying against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary and misappropriation of stocks, etc. shall be submitted by the warehouse service provider at the time of submission of first bill.

(Not applicable in case of lease only Warehouses).

FCI website link - <https://fci.gov.in/storages.php?view=405>

13. It would be ensured by the Warehouse service provider that there is no hindrance while carrying out day to day operations/ moving the stocks.
14. The Warehouse Service Provider shall be responsible for annual or casual repairs which is necessary for proper maintenance and storage of food grains. The Warehouse Service Provider shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the Warehouse Service Provider. The Warehouse Service Provider shall maintain all approach roads to the warehouse/premises in good and motorable condition. The Warehouse Service Provider shall, during the terms of tenancy keep the warehouse/premises in leak proof and waterproof condition and fit in all respects for storage of food grains. The Warehouse Service Provider shall carry out at his own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/premises as may be

necessary and make the warehouse/premises fit in all respects for the storage of foodgrains within seven days of the receipt of a notice from the FCI. If the Warehouse Service Provider 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 Warehouse Service Provider and the same shall be deducted from the immediate storage charges due to the Warehouse Service Provider and the balance, if any shall be recoverable from the Warehouse Service Provider's future storage charges or the security deposit of the Warehouse Service Provider, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/ premises are liable to be stopped for adjustment of the repairs executed, expenses etc.

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

In the context of GST, it is to clarify that for the Warehousing Services availed with services at present storage and warehousing services in respect of agriculture produce are exempt under GST. However, in case, the same Warehousing Services availed on 'lease only' basis, the same would be subject to GST rate of 18% at present. This will have substantial impact on economics when Warehouse on "lease only" basis are availed and therefore the same needs to be taken into account while finalisation of tender.

16. The FCI shall avail Warehousing Services on reservation basis for a specified capacity and period. Stocks received over and above the reserved capacity of the warehouses, no extra charges will be paid to the warehouse service provider. On expiry of the guarantee period, the storage charges shall be paid on actual utilization basis till the stocks are liquidated. The Warehouse shall be vacated maximum within three months from the date of expiry of guarantee period.
17. The Warehouse service provider shall hold all valid licenses issued by the Competent Authority, clear title of property, valid PAN & GSTIN Number etc. and up to date tax clearance certificate from the concerned authority.

18. The Tender shall be accompanied by an EMD of Rs.20/- per MT of the capacity offered through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of FCI, details of which are as follows.

A/c Name- Food Corporation of India. IFSC 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. The successful tenderer would have to deposit security deposit equivalent to two months' storage charges/rent payable to him for the warehouse offered "with Services" and deposit security deposit equivalent to one months' storage charges/rent payable to him for the warehouse offered on "Lease only"

19. 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.

20.

Applicable for 'Lease with services' Warehouses.	Applicable for PWS 'Lease only' Warehouses
<p>The Warehouse service provider shall provide all the warehousing facilities at par with FCI 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 charges, etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The Warehouse service provider shall keep all the facilities available in the warehouse/ premises like weighbridge, fire-fighting equipment, beam scale, CCTV with live feeding, QC equipment's, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to FCI without any additional cost other than storage charges as agreed. If the Warehouse service provider 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 Warehouse service provider account would be treated as final, without calling them in question.</p>	<p>The Warehouse service provider shall provide warehouse and regular repair and maintenance of the warehouse/premises, providing electricity & water facility (Electricity & water charges shall be borne by FCI), etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The Warehouse service provider shall keep all the facilities available in the warehouse/ premises like weighbridge, drinking water facility, electrical fittings, electricity connection, fire fighting equipment, CCTV with live feeding, approach road etc. functional and shall offer Warehouse to FCI without any additional cost other than storage charges as agreed. If the Warehouse service provider 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 Warehouse service provider account would be treated as final, without calling them in question.</p>

21. The Warehouse service provider 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 like fumigation covers, spray pumps, dunnage material etc. as indicated in the Schedule-I of the terms & conditions attached. Amendments made in the dunnage policy by the FCI / GOI from time to time shall be binding on the Warehouse Service Provider. **(Not applicable in case of "Lease Only" Warehouses).**
22. The Warehouse services provider shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse service provider from the dues payable as per the instructions/guidelines issued by FCI from time to time. **(Not applicable in case of "Lease Only" Warehouses).**
23. Consignee/consignor will be FCI/CWC/SWC, in case of dispatch/receipt of stocks in these Warehouses. Therefore, the existing quality complaint procedure shall be applicable. **(Not applicable in case of "Lease Only" Warehouses).**
24. The warehouse service provider shall be responsible for the Storage losses which are beyond the norms fixed by GoI/FCI and the value of such unjustified losses in storage will be recovered by FCI from the dues payable to Warehouse Service Provider at average acquisition cost. **(Not applicable in case of "Lease Only" Warehouses).** The storage loss norms are available at following link:-

(FCI website link - <https://fci.gov.in/storages.php?view=405>)
25. The Warehouse service provider shall not sub-let the whole or part of the storage space availed by FCI in any way. However, FCI will have the right to rent out the idle storage capacity to the suitable party.
26. The matter of appointment of Handling and Transport Contractor will be purely on merit vis-a-vis utilizing services of the existing FCI Contractor or appointed through tender inquiry by FCI on existing MTF for the purpose. The Warehouse service provider shall have no objection for the same.
27. If there is any violation of standing instruction by the warehouse service provider which leads to financial loss to the Corporation, a notice shall be issued to the service provider to compensate for the losses sustained by the corporation within 15 working days of issue of notice. If the service provider does not offer a plausible explanation or pay the money, FCI shall be at liberty to recover the amount from the running bills of the service provider. In case the sum available as indicated above is not sufficient to cover the full amount claimed by Corporation, the Warehouse Service Provider shall pay to the corporation on demand the remaining balance of the aforesaid amount claimed, failing which the Corporation shall be at liberty to recover the same from security deposit without prejudice to any other action deemed appropriate by the Corporation.
28. The successful bidder shall obtain FSSAI license for storing of foodgrains.
29. The responsibility to comply with all statutory obligations under various Central/State Acts which are in force shall be that of the Warehouse service provider.

SIGNATURE OF THE TENDERER

(\$\$) In accordance with the guidelines issued by Ministry of Finance vide office Memorandum dated 30.12.2020, the security deposit payable by the bidder shall be restricted to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years). The above shall be applicable for warehouses both under “lease with services” and “lease only”. This instruction shall be applicable to all the tenders issued till 31.03.2023.

SCHEDULE- I**SALIENT FEATURES OF QUALITY CONTROL ACTIVITIES WHICH SHALL BE PART & PARCEL OF TERMS & CONDITIONS OF CONTRACT.****1. PRE- STORAGE STEPS:**

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

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

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

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

C. AERATION:

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

D. SPRAYING:

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

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

E. DETERMINATION OF SURFACE:

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

F. FORTNIGHTLY INSPECTION:

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

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

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

- 1) Proper standard of warehouse hygienic and cleanliness is being maintained.
- 2) There are any leakage/cracks and warehouse stand in need of any repairs.
- 3) There is any likelihood of damage to stocks due to warehouse leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc. in the stocks.
- 6) The stocks require 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 is warranted?
- 10) There is any damage to stocks due to infestation and, if yes, to what extent.
- 11) There are any stocks warranting immediate disposal for reasons of deterioration.
- 12) The fumigation has been done in time.
- 13) The stocks have been dusted on due dates.
- 14) There is any rat trouble in the warehouse.
- 15) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to Divisional Manager of 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 Tablets or 9 gramper MT of stocks	Immediate fumigation, resorted to as and when infestation of pest is noticed, fumigation is to be imparted as per advice of Quality Control officers/officials

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

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

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

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

Sl No	Name of the item/article	Specifications	Approximate Quantity Required
1	Wooden Crates, Polly Pallets	As per enclosed specifications of each crate of 5' x 3' and 5' x 2' in size	40 wooden crates /(Poly Pallets per stack i.e. 2880 crates for 10000 MT capacity for crates size of 5'x3' and 60 wooden /Plastic (Poly Pallets) crates per stack i.e. 4320 crates for 10000 MT capacity for crates size of 5'x2'. Amendments made in the dunnage policy by the FCI / GOI from time to time shall be binding on the Warehouse Service Provider.
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 weightment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5	Power Sprayers		2 Nos
6	Moisture meter	Universal model of Digital Moisture meter with printing facility and printer	1 Nos

7	LDPE Polythene Cover	Size 32'x21'x17' Average Thickness 1000 gauge Weight 52 kg.	12 cover for first 5000 MT. And 12 covers for every additional 10000 MT or part thereof.
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 grams (for fumigation purpose)	Pre Monsoon fumigation shall be mandatorily undertaken by the warehouse service provider for entire stocks stored in the warehouse. In addition, fumigation is to be imparted as and when infestation is noticed.
18	Deltamethrin	Once in 3 months or after fumigation (for spraying)	5 Kg per month

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

II. COMPOSITION OF TENDERER:

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

III SCHEDULE OF TECHNICAL BID:

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

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

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

10	Distance of warehouse (in Kms.) (i) From nearest railway Goods-shed (ii) From National Highway (iii) From State Highway (iv) From pucca black topped main road (v) From nearest FCI warehouse (own/hired from SWC/CWC) (vi) From nearest mandi/FCI procurement point:	Name of the mandi/ Purchase centre	
11	Condition of the warehouse: (i) Floor: whether cement concrete, stone slabs, unplastered brick, kutcha etc. (ii) Roof: whether of tiles, GI sheets, tin sheets, cement concrete etc. (iii) Walls: Whether of bricks plastered and white washed, unplastered brick stone etc (iv) Doors: Height and width, whether of wood, tin sheet or iron gribble etc. with condition of structure and material used. (v) Windows/Ventilators: With area of each and indicate whether these are fully protected by doors/ shutters for safe guard against entrance from exterior. (vi) Plinth: (a) Floor height of warehouse: (b) Height from adjacent ground level		
12	Warehouse Capacity The standard stack size of 140 MT is to be followed. Bidder shall be required to quote capacity based on the physical dimensions of the warehouse offered and no. of standard stacks or part thereof, which can be accommodated in the warehouse. Bidder to submit design and drawing of stack plan. The capacity, thus declared by the bidder shall be verified during physical inspection of the warehouse and contract shall be awarded based on the verified capacity at the rates offered in the bid.		
13	Condition of roads inside the warehouses: (i) Black topped/metalled (ii) Whether fit for movement of heavy vehicles (iii) No. of trucks which can be accommodated inside the warehouse for loading/unloading at a time.		
14	Year of construction of the warehouse and age of individual units.		
15	Is the warehouse having its independent entrance from security angle?	Yes/No	
16	Whether warehouse can be taken on rent in present condition without any repairs?	Yes/No	
17	What is the minimum/maximum period for which warehouse can be given on rent?	Minimum	Maximum
18	Willingness to provide QC equipment's 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

PART B

(To be filled by Office)

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

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

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

**Name, Designation & signature
of the Committee members**

**Place:
Date:**

PART C
(To be filled by Office)

RECOMMENDATION OF DIVISIONAL MANAGER

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

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

Place:
Date

**Name of the Divisional Manager
of concerned FCI Division**

ANNEXURE 'C'**PRICE BID FORM**

TO,

The General Manager (Region)
Food Corporation of India,
Regional Office,
.....

Dear Sir,

I/we, submit the sealed price bid for offering my warehouse to FCI for storage of food grains along with warehousing facilities at par with CWC/SWC at _____
(name of the location)

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

(For warehouses offering with Service.)

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

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

I/We hereby quote Rs.....P.....(Rupees..... and paise.....only) **(to be quoted in BOQ only for "without service")** as storage charge Per Quintal per month including ancillary facilities such as office room, toilets, water tank/drinking water, labour rest shed, electric room, pump room, lorry weighbridge, Computer System for all warehousing operations. (This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electricity facility and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST as applicable.

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

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

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

7. I/We agree to keep the offer open for acceptance up to and inclusive of _____ and to the extension of the said date by 45 days in case it is so decided by the General Manager(R) Food Corporation of Indiaand on mutual consent thereafter.

Yours faithfully,

()
Signature of Tenderer
With Complete Address

(Capacity in which Signing)

(\$\$) In accordance with the guidelines issued by Ministry of Finance vide office Memorandum dated 30.12.2020, the security deposit payable by the bidder shall be restricted to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years). The above shall be applicable for warehouses both under "lease with services" and "lease only". This instruction shall be applicable to all the tenders issued till 31.03.2023.

ANNEXURE-D**LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID:**

Sl. no.	Details	Submitted Yes/No
1	EMD for Rs. _____/-by way of RTGS/NEFT in A/c Name- Food Corporation of India. IFSC CODE –	
2	WDRA registration certificate/ application for WDRA registration, as the case may be.	
3	Complete tender form with Annexure A, B, C, D, E, F & G duly filled & duly signed on each page by tenderer himself or by authorized signatory of the tenderer firm with following documents duly attested on each page by tenderer himself or by authorized signatory of the tenderer firm.	
(a)	Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender	
(b)	Copy of site plan of the warehouse.	
(c)	Copy of Drawing of the warehouses to scale	
(d)	Photographs of the warehouse from all four sides	
(e)	Copy of document showing clear title to the property issued by competent revenue authority. In case of CPSE/State Government Agency, self-certification to the effect that the CPSE/State Government Agency has good and valid title to the property as owner/Lessee/Allottee etc.	
(f)	Copy of document showing property tax clearance issued by the competent authority. However CPSE/State Government Agency shall be exempted from submission of tax clearance certificate.	
(g)	Copy of valid PAN card.	
(h)	Copy of valid GST Registration. if applicable	
(i)	Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.	
(j)	Name, address & phone No. of all the Proprietors/Partners/Directors of the firm (as the case may be)	
(k)	Copy of the IT Returns of the tenderer firm for the last one year in case tenderer is an assessee or bank statement of the tenderer for the last financial year.	
(l)	Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.	
(m)	Declaration to the effect that tenderer (Warehouse service provider) will comply with all Statutory Laws/Rules and are in possession/will obtain all necessary licenses from the respective Competent Authorities for running the Warehousing Services.	

WITH PRICE BID

S. no.	Details	Submitted Yes/No
	Price bid Form duly filled & signed. (No documents are to be submitted along with price bid form)	

SIGNATURE OF TENDERER

ANNEXURE-‘E’

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 Warehouse Service Provider) 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)/ Divisional Manager. on the SECOND
PART.

WHEREAS FCI IS DESIROUS TO UTILIZE storage space of

**M/sfor storage of foodgrains at the warehouses
situated at.....**

**WHEREAS M/s..... has agreed to
provide warehouses to FCI for storage of foodgrains at par with the FCI 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 warehouses 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 terms & conditions at the sole discretion of FCI. The warehouse can be vacated by FCI under exceptional circumstances by giving three month notice only. Reservation will be in terms of complete month(s). The Warehouse Service Provider may provide storage space to FCI in one or more warehouses, under its possession at the required centers.
- 1.3 Cancellation of the reservation of space before the expiry of the initial period of two years would not be normally resorted to; however, in exceptional circumstances if it is required by FCI, to cancel/curtail the quantum of reservation, 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 warehouse. In case of dehiring, FCI will try to vacate the warehouse within the guarantee period, however in case FCI is unable to vacate the warehouse within the guarantee period, it will vacate not later than two 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 Warehouse Service Provider 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 10th of subsequent month.
- 1.5 The FCI shall avail the warehousing services on reservation basis for a specified capacity and period. Stocks received over and above the reserved capacity of the warehouses, no extra charges will be paid to the Warehouse Service Provider. On expiry of Guarantee period, the storage charges shall be paid on actual utilization basis till the stocks are liquidated. The stocks shall be liquidated maximum within 3 months from the date of expiry of guarantee period.

2. RECEIPT & WEIGHMENT IN WAREHOUSE (Not applicable in case of "Lease Only" warehouses):

- 2.1 FCI will send the stocks in sound bags to the warehouses. In case of receipt of cut & torn bags if any found, the same would be replaced by Warehouse Service Provider 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 Warehouse Service Provider as per the terms of the agreement and considered fit to stand storage to be undertaken by Warehouse Service Provider.
- 2.4 Stocks at the warehouses would be received and issued on 100% weighment basis on the lorry weighbridge available in the warehouse. In warehouses, it is the responsibility of Warehouse Service Provider to provide weighment facility at its own cost.

- 2.5 The Warehouse Service Provider 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.
- 2.6 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 Warehouse Service Provider and FCI staff and duly authenticated in records. Damages/down gradation / deterioration if any, will be borne by Warehouse Service Provider.
- 2.7 An acknowledgement would be issued by Warehouse Service Provider to FCI for receipt of the stocks at the warehouse giving details such as quantity & quality of the stock as received for storage.

3. STORAGE LOSSES/GAINS (Not applicable in case of “Lease Only” Warehouses):

- 3.1 The stocks stored on account of FCI shall be subject to monthly / periodical joint inspection report by Warehouse Service Provider and FCI.
- 3.2. Loss and Gain Statement will be submitted by the concerned Warehouse Service Provider or his authorized representative by 7th of succeeding month in the prescribed proforma of FCI to the Divisional Manager through concerned Manager (Depot) as per standing instructions of FCI.
The statement will be Commodity-wise, Month-wise, Stack-wise.
- 3.3. If the storage losses are beyond permissible limit as per FCI norms in vogue, Warehouse Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be effected from Warehouse Service Provider by FCI. In addition, the agreement with Warehouse Service Provider also stipulate that Warehouse Service Provider shall be fully responsible for any loss caused to the stocks of FCI while in custody of Warehouse Service Provider 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 Warehouse Service Provider on the rates fixed by the FCI from time to time.
- 3.4 Norms / prevalent procedure for Storage Loss/ Gain finalized by the FCI / Govt. of India from time to time will be binding on the Warehouse Service Provider.

4. DELIVERY OF GOODS (Not applicable in case of “Lease Only” Warehouses):

- 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 warehouse 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 Warehouse Service Provider 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 Warehouse Service Provider 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 Warehouse Service Provider for loss / damage. Similar notice for claim of damage will be given to the Warehouse Service Provider 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.
- 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 Warehouse Service Provider or his authorized representative.

5. HANDLING & TRANSPORTATION (Not applicable in case of “Lease Only” warehouses):

- 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 open e-tender inquiry by FCI as per existing MTF for the purpose. The Warehouse Service Provider shall have no claim/objection for the same.

6. STORAGE CHARGES:

- 6.1 FCI shall pay to the Warehouse Service Provider storage charges at the rates agreed by FCI.
- 6.2 The payment of storage charges to the Warehouse Service Provider in respect of reserved space shall be made by FCI in the succeeding months in which the bills are raised.
- 6.3 Payment will be made by Food Corporation of India on submission of digitally signed bill with supporting documents issued by the General Manager or an officer acting on his behalf as the case may be. Digitally signed bill needs to be submitted by uploading in the Bill Tracking Software (BTS)/any other online system of FCI.
- 6.4 The Storage charges agreed are for Foodgrain i.e. wheat, rice, paddy, coarse grain and sugar 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 Any claim will be deducted by FCI from the monthly rental Bills of the Warehouse Service Provider after giving due notice.

7. INITIAL FUMIGATION (Not applicable in case of “Lease Only” Warehouse):

- 7.1 For stocks received in infested condition, necessary remarks shall be recorded by Warehouse Service Provider and intimated to FCI in writing by the Warehouse Service Provider to the consignee FCI Divisional Manager within 24 Hours about the nature and intensity of infestation with the request to get the stocks inspected by FCI QC staff within 2 days. If, no one from FCI inspects the stocks within 2 days of receipt of communication, the Warehouse Service Provider can go ahead with the fumigation immediately thereafter and maintain the records for future inspection by FCI Officials, which would be acceptable to FCI and accordingly claims for fumigation charge would be settled by the consignee FCI Divisional office”.

The Rates of Initial fumigation charges as fixed by FCI from time to time shall be applicable”

Further, Warehouse Service Provider should arrange fumigation immediately on detection of infestation during storage & submit ATR on disinfestation to FCI within a week time failing which recovery is to be effected.

- 7.2 In respect of stocks dispatched from the warehouses of the Warehouse Service Provider, 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 Warehouse Service Provider (Dispatching warehouse).

8. INSURANCE:

8.1

<u>Clause applicable for 'lease' with services Warehouse.</u>	<u>Clause applicable for 'Lease only' Warehouse.</u>
The Warehouse Service Provider 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 Warehouse Service Provider. The beneficiary of the insurance policy taken by the Warehouse Service Provider shall be FCI.	The custody of the Warehouse /premises shall be with FCI and thus, it would be similar to keeping stocks in FCI own Warehouses. Since, no insurance is taken for stocks kept in FCI own Warehouses, the same concept may be followed.

- 8.2 The insurance of stocks will continue to be undertaken by Warehouse Service Provider at the estimated average acquisition cost on which Govt. of India has taken the same in the costing sheet.
- 8.3 In the event of any loss, FCI will cooperate with the Warehouse Service Provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.
- 8.4 The Warehouse Service Provider will settle the claim with FCI on the declared value after occurrence of the incident. The value of the loss shall be recovered by FCI from the monthly rental bills. In case the same is not sufficient to cover the losses, the Warehouse Service Provider shall be liable to deposit the balance amount immediately, failing which FCI shall be at liberty to initiate appropriate legal proceedings against the Warehouse Service Provider.
- 8.5 The liability of the Warehouse Service Provider will be limited to the value of the goods calculated at the average acquisition cost on the date of deposit or on the date of occurrence of loss, whichever is lower.

Website link for Average acquisition cost:

<https://fci.gov.in/storages.php?view=405>

9. MAINTENANCE AND REPAIRS OF THE WAREHOUSES:

The Warehouse Service Provider shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the Warehouse Service Provider. The Warehouse Service Provider shall maintain all approach roads to the warehouse/premises in good and motorable condition. The Warehouse Service Provider shall, during the terms of tenancy keep the warehouse/premises in leak-proof and waterproof condition and fit in all respects for storage of food grains. The Warehouse Service Provider 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 Warehouse Service Provider 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 Warehouse Service Provider and the same shall be deducted from the immediate storage charges due to the Warehouse Service Provider and the balance, if any shall be recoverable from the Warehouse Service Provider's future storage charges or the security deposit of the Warehouse Service Provider, as the case may be. If the complaint is not attended to promptly, the storage charges of the warehouse/premises are liable to be stopped for adjustment of the repairs executed, expenses etc. 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 Warehouse Service Provider 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, Warehouse Service Provider fails to provide such facility, the FCI will have the option to terminate the agreement forthwith.

11. PROVISION OF FACILITIES FREE OF COST:

Clause No.	Clause applicable for lease with services.	Clause applicable for 'Lease only' Warehouses.
11.1	The Warehouse Service Provider 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 Warehouse Service Provider 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 Warehouse Service Provider 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 Warehouse Service Provider shall keep all the facilities available in the warehouse/ premises like drinking water facility, electrical fittings, electricity, approach Road etc. functional and shall offer Warehouse to officers/staff of the FCI without any additional cost.
11.3	If the Warehouse Service Provider 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 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 Warehouse Service Provider's account would be treated as final, without calling them in question.	If the Warehouse Service Provider 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 Warehouse Service Provider from monthly Warehouse 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 Warehouse Service Provider's account would be treated as final, without calling them in question.

12. STATUTORY OBLIGATIONS

12.1 It is the sole responsibility of Warehouse Service Provider 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 etc. and up to date tax clearance certificates from the concerned authorities.

12.2 The Warehouse Service Provider shall be solely responsible to fulfil all the statutory obligations under various Central/State Acts which are in force.

13. PAYMENT OF TAXES:

The Warehouse Service Provider shall pay all existing and future increase in Municipal and local taxes/levies and the charges related to the lands or the warehouse/premises. In the context of GST, it is to clarify that for the Warehousing Services availed with services, at present Storage and Warehousing services in respect of agriculture produce including rice and pulses are exempt under GST. However, in case the same Warehousing Services availed on "lease only" basis, the same would be subject to GST rate of 18% at present. This will have substantial impact on economics when Warehousing Services availed on "lease only" basis and therefore the same needs to be taken into account while finalization of tender.

14. QUALITY CONTROL (Not applicable in case of "Lease Only" Warehouses):

The Warehouse Service Provider 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 (\$\$)

Warehouses "with Services"

The Warehouse Service Provider shall deposit two months' rent of the capacity offered by him as Security Deposit within 7 working days with the FCI in the form of NEFT/RTGS/BT other electronic means from any scheduled bank which shall be refunded by the FCI without interest after successful completion of the agreement. Additional 7 working days may be given by imposing a penalty of 1% of Security Deposit.

The 'Security Deposit' equivalent to two months' rent for the Warehousing Services to be availed 'Lease with Services' under PWS 2010, can also be submitted in the form of irrevocable and unconditional 'Bank Guarantee' issued by scheduled Commercial Bank notified by RBI (excluding all urban/Rural/state co-operative Banks and Gramin Banks) in the prescribed format. The validity of the 'Bank Guarantee' should be 6 months beyond the contract period (\$\$).

- a) **The Bank Guarantee issuing Bank shall send cover for Bank Guarantee issued, through SFMS platform to the FCI banker, i.e. ICICI bank Ltd, 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 as per the detail below: -**
- i. **MT760 COV for issuance of Bank Guarantee.**
 - ii. **MT767 COV for amendment of Bank Guarantee.**
 - iii. **Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.**
 - iv. **FCI beneficiary code is**
- b) **The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.**
- c) **BANK GUARANTEE submitted without these details shall not be accepted.**

Warehouse “without Services”(\$\$)

The successful tenderer shall furnish within **7 working days** of the acceptance of his tender a Security deposit @ one month's rent (storage charges) of the capacity offered by him. However, in such case, the Security Deposit must be paid by the Warehouse Service Provider through DD/RTGS only. (Security Deposit in the shape of Bank Guarantee should not allowed). Additional 7 working days may be given by imposing a penalty of 1% of Security Deposit.

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 Warehouse Service Provider.
- 16.2 The necessary stamp duty and registration etc., required under the law for these present shall be borne by the Warehouse Service Provider.

17. GST compliance:

- 17.1 The tenderer/bidder shall ensure that the invoice to be raised with FCI is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits, if applicable, by FCI.
- 17.2 FCI reserves the right to release the payment of GST amount, if applicable, only post matching of the invoices in the GSTN system.
- 17.3 This shall be ensured by the tenderer/bidder that the invoice raised by him during a month is appropriately reported in the GST returns of the said month.
- 17.4 FCI reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

17.5 FCI shall not be under any obligation to entertain claims related to future obligation arising on Warehouse Service Provider related to Input Tax Credit (ITC) mismatch in GST return or wrongful availment of Input Tax Credit (ITC) by Warehouse Service Provider, if the same is not intimated within a period of 90 days from the date of issue of invoice.

18. Law Governing the Contract & Dispute resolution:

- (a) The Contract will be governed by the Laws of India for the time being in force.
- (b) In case of any disputes arising out of and touching upon the contract, the same will be settled in the Court of Law having competent jurisdiction. However, if the Contractor is a CPSE or Govt. Department/Organization the dispute resolution mechanism as provided under Department of Public Enterprises OM No. F. No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 will be followed.

The Arbitration Clause as provided under clause 6 of the aforesaid OM is reproduced:

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

Signed today on day of 20__ at.....
.....

(Signature & seal of Warehouse Service Provider)

(Name, Designation & Address of the Warehouse Service Provider)

(Signature & seal of the FCI)

(Name, Designation & Address of the FCI)

In presence of

(Signature of the witness No. 1)

(Name & Address of the witness No. 1)

(Signature of the witness No. 2)

(Name & Address of the Witness No. 2)

SIGNATURE OF THE TENDERER

(\$\$) In accordance with the guidelines issued by Ministry of Finance vide office Memorandum dated 30.12.2020, the security deposit payable by the bidder shall be restricted to 3% of the value of the contract i.e. rate payable for the guarantee periods (two years). The above shall be applicable for warehouses both under “lease with services” and “lease only”. This instruction shall be applicable to all the tenders issued till 31.03.2023.

ANNEXURE- F
PROFORMA-X

Date of Tender Enquiry:

Name of Tenderer: _____

Name of the Party/Firm: _____

Valid Email id: _____

Mobile No: _____

Address of the Party/Firm for future correspondence:

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

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

(SIGNATURE WITH SEAL OF THE FIRM)

ANNEXURE –G**TENDER SUBMISSION UNDERTAKING**

Date:_____

To,

The General Manager (Region),
Food Corporation of India,
Regional Office,,
.....

Sub.: Acceptance of Terms & Conditions of Tender.

Tender Reference No.:

Name of Location and Capacity: _____

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned “Tender” from the web site(s) namely _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page no. _____ to _____ (including all documents like annexure(s), schedule(s), etc.) which form part of the contract agreement and I/we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely along with taking action as per other remedies available under law.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)