

FOOD CORPORATION OF INDIA : HEADQUARTERS : NEW DELHI

No.: E.3(28)/Pvt.Godowns/2008

Dated : 11.04.2012

CIRCULAR

Sub.: Private Warehousing Scheme – 2010 – A Scheme for hiring of private godowns by FCI with preservation, maintenance and security.

On 1.3.2012, the Central Pool stock reached all time high of 199.52 lakh tonnes of wheat and 333.50 lakh tonnes of rice (including unmilled paddy). This is the highest ever level of stock. On 1.3.2012, wheat stock lying with FCI & State Agencies in CAP was 98.88 lakh tonnes, out of which 52.72 lakh tonnes was in Punjab, 36.75 lakh tonnes in Haryana and 0.21 lakh tonnes in M.P. In 2012-13, Food Secretaries have given an estimate of 318 lakh tonnes of wheat procurement. The present projections show that the Central Pool stock may reach all time high level of 750.17 lakh tonnes on 1.6.2012. FCI and State Agencies were having 438 lakh tonnes covered capacity as on 31.03.2011. Moreover, the allocation made by the Govt of India is 526.455 lakh tonnes in 2012-13 (as on 10.4.2012) as against 707.88 lakh tonnes in 2011-12. In order to address the problem of extremely high level of stocks in central pool, the Private Warehousing Scheme-2010, a scheme for hiring of private godowns by FCI circulated vide letter of even number dated 02.08.2011 is modified as under:-

2. At present FCI hires Godowns from CWC/SWCs for a period of one year on reservation basis or for shorter period on Actual Utilization Basis (AUB). FCI had issued Circular No.E.10(13)/98-Stg.VI dated 1-9-2004 authorizing General Managers (Region) to hire/dehire the godowns and their rate revision/renting etc. keeping in view the exigencies, cost effectiveness and other such parameters. This was further re-affirmed vide Headquarters communication No. 10(1)/2008-BC dated 29.8.2008/02-09-2008.
3. In view of the shortage of storage capacity experienced by FCI and State Agencies in the last 3 years, Government of India introduced a Scheme on 28.7.2008 for hiring of Godowns for a period of 5/7/10 years. These instructions were conveyed vide letter No. E.3(28)/Construction of Godown/07/Stg.VI/Vol.II dated 13.08.2008 and subsequent letters.
4. For DCP States, Government of India introduced a Scheme on 8.4.2010 which was communicated to all General Managers vide letter No. E.4(51)/Stg.VI/PEG-09/DCP States/2010 dated 20/21.4.2010.

5. In various States, the process for tendering for 7/10 years guarantee scheme is at various stages of finalization. However, there is acute shortage of storage capacity in certain States especially in procuring States like Punjab, Haryana, Andhra Pradesh, UP, Bihar, Odisha etc.
6. **In order to hire the capacity available with CWC/SWCs/State agencies/private entrepreneurs, GMs(R) of FCI shall write to CWC and SWCs on 1st April, 1st June, 1st October and 1st January requesting them to offer capacity available with them to FCI. CWC and SWCs may also be requested in this letter to hire any capacity from private investors and offer it to FCI on reservation basis. Such capacity hired by FCI through CWC & SWCs will be paid at the rate notified by Govt. of India for CWC if their services and specifications are at par with CWC. It is to reiterate that hiring through CWC, SWC or State Agencies shall continue to be the preferred route for hiring.**
7. **If CWC & SWCs are not able to give the capacity required by FCI, GMs(R) of FCI may invite bids from private parties for hiring of godowns with preservation, maintenance and security for a period of one year extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI.** The godown can be vacated by FCI at any time by giving three months' notice during the extended period only.(Model Tender Form is enclosed)
8. General Managers are delegated the powers to decide the locations of godowns where such godowns will be hired through Tenders. Capacity required at such places will also be decided by GMs(Region). **While hiring the godowns, GMs shall identify suitable locations where railway siding godown is be available. Such locations may be preferred.**
9. While assessing the requirement of Godowns, General Managers may take the following factors into consideration :
 - a) Level of procurement / expected procurement in the area;
 - b) Level of monthly off take in the next one year;
 - c) Present storage capacity available with FCI and CWC/SWC/State Agencies which can be hired by FCI;
 - d) Expected movement of foodgrains.

10. It has already been communicated vide letter No. S&C/QP/06/15/10/ Stg.VII dated 14.5.2010 that existing storage capacity should be fully used for keeping rice stocks for a period of 2 years and wheat for a period of 3 years. Therefore, in consuming districts, it is expected that GMs(Region) will not hire capacity beyond this requirement.
11. In procuring districts, General Managers can make an assessment of procurement, outward movement and off take as indicated above and decide the capacity to be hired.
12. General Managers may invite offers giving wide publicity in at least one local and one national newspaper having wide circulation in the State.
13. General Managers are delegated with the powers to sanction rates upto Rs. 4.16/qtl./month. If any rate is received beyond this, General Managers may seek the approval of ED(Zone) who are delegated with the powers to sanction rate upto Rs.5.21/qtl./month. If higher rates are received beyond the powers vested in ED(Zones), the ED(Zones)/General Managers (Region) may send their proposal to ED(Storage) with full justification.
14. General Manager (Region) have already been instructed that existing capacity with FCI has to be optimally utilized. While sanctioning the capacity under this Scheme, GM (Region) should exercise prudence so as to ensure optimum utilization of the capacity hired under this Scheme.
15. Normalization factor shall be applicable as per the instructions issued by Headquarters under PEG Scheme-2008.
16. General Managers (Region) will send monthly report on hiring in the enclosed format.
17. The Godowns which will be hired should be as per the CWC specifications which have been circulated vide letter No. E.4(41)/PEG-08/Stg.IV/2010 dated 10.8.2010. If GMs are of the view that Godowns as per CWC specifications are not available, prior approval of ED(Zone) may be obtained for hiring of Godowns which do not meet CWC's specifications.
18. EDs(Zone) shall monitor the implementation of the Scheme from the identification of location to sanction of rates. They will also monitor actual utilization of storage capacity under the Scheme.

19. The above scheme is primarily for safe preservation and maintenance of excessive stocks in Central Pool which have accumulated in the last 3 years due to procurement being much higher than the off-take. **Therefore, fresh hiring under this scheme shall remain open till 31st March 2013 only.**
20. This scheme will be reviewed in March'2013 and new instructions will be issued, if required.
21. This issues with the approval of C&MD.

Encl.: as above

(Anoop Kumar)
General Manager (S&C)

Distribution:

1. All Food Secretaries of State Government.
2. All EDs(Zone), FCI
3. All GMs(Region), FCI
4. All EDs, FCI Hqrs., New Delhi
5. All Heads of Divisions, FCI Hqrs., New Delhi.
6. Director, IFS, Gurgaon.

Copy to :

1. Secretary (Food)/Financial Advisor, Ministry of CAF&PD, Krishi Bhawan, New Delhi.
2. JS(Policy)/JS(Stg.), Ministry of CAF&PD, Krishi Bhawan, New Delhi ... for information.
3. PS to Hon'ble Food Minister/MOS for kind information of Hon'ble Minister, Krishi Bhawan, New Delhi.
4. Managing Director, Central Warehousing Corporation, New Delhi.
5. Managing Director(s), State Warehousing Corporation, _____ .

General Manager (S&C)

MODEL TENDER FORM

FOR

**PRIVATE WAREHOUSING
SCHEME (PWS) - 2010**

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE _____
ISO 9001-2000 CERTIFIED**

NOTICE INVITING TENDER

No. _____

Dated _____

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

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 sealed tenders under two bid system from godown owners who can provide warehousing facilities at par with CWC/SWC for storage of food grains to FCI at _____ (Name of the location) preferably within 8 kms but not beyond 20 kms of Railway god shed/existing FCI godowns (Railfed as well as Roadfed) **for a period of one year extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI. The Godown can be vacated by FCI at any time by giving three months' notice during the extended period only.** The minimum capacity to be taken on hire shall be 2500 MT (50000 bags of 50 kg each) within one premises at a particular location. **However the godowns with railway siding facilities would be given preference at the time of hiring.**

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

2. Tender documents containing terms & conditions for hiring of godowns can be purchased from the office of the General Manager (Region), FCI, RO, _____ between 11 AM to 3 PM every day except on holidays up to _____ on payment of Rs.500/- + applicable taxes (non refundable). Tender Form can also be downloaded from the web site www.fciweb.nic.in and www.tenders.gov.in. In case the Tender Forms are downloaded from the website, the Tenderer will have to enclose the cost of tender form i.e. Rs.500/- + applicable taxes (non refundable) in shape of demand draft drawn in favour of General Manager (Region), FCI, RO _____ in absence of which tender will be summarily rejected.

3. The sealed Tender complete in all respects duly filled in and signed by the tenderer or his authorized representative with stamp/seal of the Company or individual would be accepted by 1 pm on or before _____ and Technical Bid will be opened on the same day at 3 PM, in the presence of the tenderer or his authorized agents, by duly constituted committee of officers.

4. 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.

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

6. The rate should be quoted in the price bid in Rs.....P.....(Rupees..... and paise.....only) as storage charge per bag of 50 Kgs food grains/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.

7. The Tender should be signed by the godown owner or the authorized signatory with appropriate power of attorney under the signature of the firm/proprietor/owner.

8. 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.

9. The tenderer shall give full and correct address including fax/e-mail address for easy correspondence and notify any change then and there to the office concerned.

10. The tenderer before submitting the tender should place proper documents in the concerned envelopes properly sealed and super scribed "Tender No. _____ for offering godowns/warehouses to FCI for storage of foodgrains along with warehousing facilities at par with CWC/SWC".

11. FCI is not bound to accept the lowest or any tender and shall reserve the right of accepting the whole or any part of the tender.

12. Conditional tenders will not be considered for acceptance.

13. FCI will not be held responsible for any rejection based on inadequate information.

14. FCI reserves the right to accept or reject any of the tender received without assigning any reason.

15. Tenders which do not fulfill any of the conditions or in complete in any respect shall be summarily rejected.

16. FCI would be at liberty to reject any or all the proposals at any point of time, if the ownership of the godown and encumbrance etc. are found to be doubtful or improper.

17. No negotiations will be held.

18. All rights reserved.

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

BY REGD. POST ACKNOWLEDGEMENT DUE

**FOOD CORPORATION OF INDIA
REGIONAL OFFICE.....**

Tender No.....

Dated:

NON TRANSFERABLE

THE TENDER IS ISSUED IN DUPLICATE (ONE COPY SHALL BE RETAINED BY THE TENDERER)

RECEIPT NO.

Dated:

Cost: Rs. 500/- (Rupees five hundred only) + Applicable taxes

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

Tender Sl. No.

Last date for sale of Tender up to 3.00 PM on

Last date for receipt of Tender up to 1.00 PM on

B. Technical Bid of the tender will be opened at 3.00 PM on in the office of General Manager (Region), FCI, RO.....

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

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

D. The offer in the Tender shall remain valid up to and inclusive of

E. General Manager (Region) Food Corporation of India, Regional Office,may at his discretion, extend this date by another 45 days and such extensions shall be binding on the Tenderers.

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

NOTE:

1. If the date up to which the Tender is opened for acceptance is declared to be the holiday the tender shall be deemed to remain open for acceptance till the next following working day.

2. The pre-bid briefing will be held in the Food Corporation of India, (FCI), in the Office of General Manager(Region) at 11 AM on wherein the instructions and the manner in which the tenders are to be submitted and the rates to be quoted will be explained. Tenderers who wish to be present may do so at their cost and expenses at the fixed dates, times and venue.

TENDER FORM

Telegraphic Address

Telephone/Fax No:

Food Corporation of India,
R.O.

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

To,

S/Shri
.....
.....

Dear Sir,

For and on behalf of the Food Corporation of India,(hereinafter called the 'Corporation') the General Manager(Region)Food Corporation of India, Regional office, _____ invites tenders under two bid system from godown owners who can provide godowns/private warehouses along with warehousing facilities at par with CWC/SWC for storage of food grains to FCI at_____ (Name of the location) preferably within 8 kms but not beyond 20 kms of Railway godshed/existing FCI godowns (Railfed as well as Roadfed) for a period of **one year extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI. The Godown can be vacated by FCI at any time by giving three months' notice during the extended period only.** The minimum capacity to be taken on hire shall be 2500 MT (50000 bags of 50 kg each) within one premises at a particular location. **However, the godowns with railway siding facilities would be given preference at the time of hiring.**

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

A. BRIEF DESCRIPTION OF WORKS:

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

B. INSTRUCTIONS FOR SUBMITTING THE TENDER:

(a) INFORMATION ABOUT TENDERERS:

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

(b) SIGNING OF TENDER:

(i) Person(s) signing the tender shall state in what capacity he is, or they are, signing the tender, e.g., as sole proprietor of the firm, or as a Secretary/ Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be furnished along with the tender. In case of Limited Company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be attached to the tender along with a copy of the Memorandum and Articles of Association of the Company.

(ii) The person signing the tender, or any document forming part of the tender, on behalf of another, or on behalf of firm shall be responsible to produce a proper power of attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the contract. If the person so signing the tender fails to produce the said Power of Attorney, his tender shall be summarily rejected without prejudice to any other rights of the Corporation under the contract and law and **the Earnest Money Deposit paid by him/her shall be forfeited.**

(iii) The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The entire tender document must also be signed on each page by the authorized person.

(c) EARNEST MONEY:

(i) Each Tender must be accompanied by an earnest money deposit (EMD) @ Rs. 20/- per MT of the capacity offered by the tenderer. The EMD is to be submitted through Account payee Demand draft or Banker's cheque drawn from any Scheduled Bank in favour of General Manager (Region), Food Corporation of India, Regional Office, payable at _____. **Technical Bid not accompanied by earnest money deposit shall be summarily rejected.**

(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 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:

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

(ii) (a) The security deposit is to be submitted through Account Payee Demand draft or Banker's cheque drawn from any Scheduled Bank in favour of General Manager (Region) Food Corporation of India, Regional Office, payable at _____.

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

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

(e) DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER:

(i) Earnest money together with the self-attested copies of the documents as mentioned in **Annexure 'B'** are to be annexed with Technical Bid only. No documents are to be enclosed with the Price Bid (**Annexure 'C'**).

(ii) The tenders should submit both the tender bid i.e. Technical Bid (**Annexure 'B'**) & Price Bid (**Annexure 'C'**) in separate sealed envelopes & finally sealing them under one cover including invitation to tender intact, without detaching any page or pages, duly filled in completed and signed on each page of tender form.

(iii) 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.

(iv) The detailed checklist of documents to be submitted is given in **Annex.-'D'**.

(f) DELIVERY OF TENDERS:

(i) The Technical Bid and Price Bid shall be submitted in separate sealed envelopes being clearly subscribed as '**TECHNICAL BID**' and '**PRICE BID**'. Both these envelopes containing the Technical Bid and price bid will be put in 3rd envelop duly sealed and superscribed as '**Tender No. _____ for offering godowns/warehouses to FCI for storage of food grains along with warehousing facilities at par with CWC/SWC at _____(name of the location)**'. Tenders which do not comply with this instruction shall be summarily rejected.

(ii) Technical Bid shall be accompanied by earnest money @ Rs. 20/- per MT of the capacity offered by the tenderer by way of demand draft or Banker's Cheque drawn from any Scheduled Bank in favor of General Manager(Region), Food corporation of India, Regional office, payable at _____. **Out station tenderers are advised to send their tenders by Registered Post.**

(iii) All credentials, documents & copies of certificate/information called for should be submitted as per tender form with the technical bid.

(iv) The tender form shall be filled in by the tenderer clearly, neatly and accurately. Any alteration erasers or overwriting will render the tender invalid. Alteration neatly carried out and attested over the full signature of tenderer, however, is permitted.

(g) OPENING OF TENDERS:

(i) The Technical Bid will be opened in the office of General Manager (Region), Food Corporation of India, Regional Office, _____ at the time and on the date indicated in the NIT. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the tender at their own expenses.

(ii) Scrutiny of the technical bid shall be done by General Manager (Region) in consultation with departmental committee or any agency as deemed necessary by them. Necessary clarification if any required by the Corporation shall be furnished by the tenderer within the time given by the Corporation for the same. The Corporation is at liberty to verify any or all documents submitted by the tenderer, even by referring to third parties.

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

(h) CORRUPT PRACTICES:

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

(i) ACCEPTANCE OF TENDER:

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

Yours faithfully,

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

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

1. The Scheme is applicable for the already constructed/available godowns.
2. The minimum capacity to be taken on hire shall be 2500 MTs (50,000 bags of 50Kg. each). **The initial period of hiring shall be one year extendable by another one year at the same rates, terms and conditions at the sole discretion of FCI. The godown can be vacated by FCI at any time by giving three months' notice during the extended period only.** All warehousing units located within one premises shall be treated as an independent unit for the purpose of tender enquiry.
3. The location of the godown should preferably be within 8 KMs radius from the nearest Railhead/existing FCI godowns (Railfed or Roadfed). The godown situated beyond 8 KMs but within 20 Kms from the nearest railhead / existing FCI depot shall also be considered on merits of each case by the concerned GM (R). **However, the godowns with railway siding facilities would be given preference at the time of hiring.**
4. The godown 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 godowns 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 either within the premises in the godown or enroute from Rail Head or FCI depot up to the godown.
7. Godowns should have the following supporting facilities:-
 - (i) Proper drainage
 - (ii) Boundary wall/fencing
 - (iii) Electricity, water, toilets, firefighting equipments, QC equipments etc.The above list is illustrative and not exhaustive.
8. There should be small supporting building to house office, records, chemicals, QC equipments, gunnies, and place for sitting of FCI staff etc.
9. There should be proper Watch & Ward arrangement in the premises of proposed godown.
10. The Warehouse owner shall have to acquire comprehensive insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc. The fidelity guarantee policy against the godown owner shall be procured by FCI at the expense of godown owner.
11. It would be ensured by the Warehouse owner that there is no hindrance while carrying out day to day operations/ moving the stocks.
12. The owner shall be responsible for annual or casual repairs which is necessary for proper maintenance and storage of foodgrains. The godown owner shall be responsible for day to day maintenance of the warehouse/premises and other allied facilities and any damage to the stock on any account shall be recoverable from the

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

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

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

13. Bids shall be obtained under Two()Two Bid System i.e. Technical and Price Bid. The technical bid will contain ownership, location, storage capacity, distance from nearby FCI/Railhead, Income tax Certificate etc. as mentioned in the Technical Bid. Price Bid will contain the rate per bag of **50 Kgs foodgrains/sugar etc.** 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, cess etc.
14. The FCI shall hire the godown on reservation basis for a specified capacity. Beyond reserved capacity, the storage shall be on actual deposit basis. Stocks received over and above the reserved space/rated capacity of the warehouses shall be charged on actual basis as per the agreed rate till the total quantity stored by the FCI at the warehouse is reduced to the level of the reserved space/rated capacity of the warehouse under possession of FCI. Rates will be calculated on daily basis on the stocks stored over & above the capacity (unit in such case will be one day). For calculation purpose, daily rate will be decided by monthly rent ÷ 30.
15. The Warehouse owner shall hold all valid licenses issued by the Competent Authority, clear title of property, valid PAN & TIN Number etc. and up to date tax clearance certificate from the concerned authority.
16. The Tender shall be accompanied by an EMD of Rs.20/- per MT through an Account Payee DD or a Banker's cheque drawn from a Scheduled Bank in favour of GM(Region), FCI, Regional Office, payable at _____. The successful tenderer would have to deposit security deposit equivalent to **two months'** storage charges/rent payable to him.
17. The tenderer is advised to carefully go through the copy of the various clauses in the model agreement (**Annexure 'E'**), which will have to be signed by him.

18. The godown owner shall provide all the warehousing facilities at par with SWC/CWC including proper stacking, scientific storage and treatment of the stocks, fire fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/premises, weighment of the stock, providing electricity & water charges, etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The godown owner shall keep all the facilities available in the warehouse/premises like weighbridge, fire fighting equipment, beam scale, QC equipments, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to FCI without any additional cost other than storage charges as agreed. If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the FCI at its discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.
19. The Warehouse owner shall maintain an inventory requirement of 3 months stocks of chemical at any given point of time. The party should have sufficient fumigation covers, sand snakes and other QC equipments like fumigation covers, spray pumps, dunnage material etc. as indicated in the Schedule I of the terms & conditions attached.
20. The Warehouse owner shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse owner by FCI from the dues payable to godown owner as applicable to CWC.
21. Consignee/consignor will be FCI/CWC/SWC, in case of dispatch/receipt of stocks in these godowns. Therefore, the existing quality complaint procedure shall be applicable.
22. The owner shall be responsible for the Storage losses which are not acceptable to FCI and the value of unaccepted losses in storage will be recovered by FCI from the dues payable to godown owner.
23. The owner shall not sub-let the whole or part of the storage space hired by FCI in any way. However, FCI will have the right to rent out the idle storage capacity to the suitable party.
24. The matter of appointment of Handling and Transport Contractor will be purely on merit vis-a-vis utilizing services of the existing FCI Contractor or appointed through tender inquiry by FCI on existing MTF for the purpose. The godown owner shall have no objection for the same.
25. If the owner of the godown violates the standing instructions as contained in the Agreement, **the corporation shall be at liberty to reimburse itself for any damages, losses, charges, costs or expenses suffered or incurred by it. The total sum claimed shall be deducted from any sum due, or which at any time thereafter may become due to the godown owner. In the event of the sum which may be due from the godown owner as aforesaid being insufficient, the balance of the total sum claimed and recoverable shall be deducted from security deposit furnished by the godown owner as specified in clause no.16. Should this sum also be not sufficient to cover the full amount claimed by Corporation, the godown owner shall pay to the**

corporation on demand the remaining balance of the aforesaid amount claimed.

26. The responsibility to comply with all statutory obligations under various Central/State Acts which are in force shall be that of the godown owner. that of the godown owner.

SIGNATURE OF THE TENDERER

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

1. PRE- STORAGE STEPS:

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

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

2. CARE OF GRAIN DURING STORAGE:

A. CLEANLINESS:

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

B. PROVISION OF SAMPLE BAGS:

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

C. AERATION:

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

D. SPRAYING:

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

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

E. DETERMINATION OF SURFACE:

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

F. FORTNIGHTLY INSPECTION:

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

Checkup godown walls, roof and floor.

Checkup peripheral, top and bottom layer bags in case of bag storage.

Checkup of representative sample of each stack.

Checkup of stocks of different depths/sides in case of bulk storage.

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

- 1) Proper standard of godown hygienic and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown stand in need of any repairs.
- 3) There is any likelihood of damage to stocks due to godown leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc. in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) The grain of bottom layer bags and other bags is dry, if not whether there is any likelihood of damage to stocks on account of excessive moisture.
- 9) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks 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 godowns.
- 15) There is any damage to stocks caused by rats.

The observations made during inspection should be recorded in the stack wise inspection register and stack cards. Whatever action is required on above points

as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to Area Manager of FCI.

H. FUMIGATION:

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

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

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

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

The godown owner shall also require purchasing all insecticides required for maintaining the health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the Regional Manager concerned.

The godown owner will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed of with the prior approval of the Area Manager of FCI.

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

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

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

TECHNICAL BID FORM

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

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:

- Duly filled application form as given in Annexure-B/1.
- Earnest money deposit (refundable/adjustable with security deposit after finalization/acceptance of offer) @Rs.20/-per MT of the capacity offered by the tenderer in the form of Account Payee DD or Banker's cheque drawn from any Scheduled Bank in favour of General Manager(Region), FCI, RO_____.
- Power of attorney in favour of authorized signatory authorizing him to sign on behalf of tenderer firm on tender form & its annexures in current tender.
- Copy of the site plan of the godown.
- Copy of Drawing of the godowns to scale.
- Photograph of the godown from all four sides.
- Copy of document showing clear title to the property issued by competent revenue authority.
- Copy of document showing property tax clearance issued by the competent authority, if applicable.
- Copy of valid Income tax PAN Registration.
- Copy of valid Service tax Registration.
- Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.
- Name, address & phone No. of Proprietor and all the Partners/Directors of the firm (as the case may be)
- Copy of the IT Returns of the tenderer firm for the last three years in case the tenderer is an assessee or Bank Statement of the tenderer for the last financial year
- Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.
- Audited Profit & Loss Statement of the firm for the last three financial years.
- Declaration to the effect that tenderer (Godown Owner) shall comply with all the statutory laws/rules and are in possession /will obtain all necessary licenses from the respective competent authorities for running the warehousing services.

To,

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

Subject: **Application for offering godown/ warehouse to FCI for storage of foodgrains with warehousing facilities at par with CWC/SWC**

Sir,

PART A

I wish to offer following godowns/ warehouses along with warehousing facilities at par with CWC/SWC to FCI for scientific storage of food grains :-

Sl. No.	Details	To be filled by the tenderer
1	Name of the godown with full address along with telephone, fax No. and e-mail id.	
2	Name of the godown owner with full address along with telephone/mobile no., fax No. and e-mail id.	
3	Details of Municipal survey number/title of property	
4	Total capacity in MT	
5	Total floor space in sq.ft	
6	No.of units with details of each unit. <u>Unit No.</u> <u>LxBxH(in ft.)</u>	<u>Storage capacity(in MT)</u>
7	No. of pillars in the godown with areas of each pillar (NB: In case the pillars in a godown necessitate stacking in smaller reduced portions, then the dimensions should be	

	<p>measured and recorded for each portion separately excluding the portion occupied by the pillars)</p> <p><u>Unit No.</u> <u>LxBxH (in ft.)</u></p>	<u>Storage capacity (in MT)</u>
8	<p>Details of compartment in each unit.</p> <p><u>Unit No.</u> <u>Compartment LxBxH</u> <u>No.</u> <u>(in ft)</u></p>	<u>Storage capacity (in MT)</u>
9	<p>Details of facilities available.</p> <p><u>(a) Electricity</u> (i)Details of separate electric meters with connected load (ii)Status of electric wiring outside the godown. (iii)Status of electric wiring inside the godown. (iv) No. of light points/plug points provided.</p> <p><u>(b) Weighbridge:</u> (i) No. of weighbridges. (ii) Capacity of each weighbridge(in MT)</p> <p><u>(c) Fire fighting arrangements:</u> (i) Willingness to install fire extinguishers</p> <p><u>(d) Adequate drinking water facilities</u></p> <p><u>(e) Adequate toilet facilities</u></p> <p><u>(f) Office accommodation for FCI staff</u></p> <p><u>(g) Security</u> (i) Permanent boundary wall (ii) Willingness to provide 24 hours security staff (mention no. of security staff per shift)</p>	<p><u>Mechanical</u> <u>Electronic</u></p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No _ _ _</p>

10	<p>Distance of godown (in Kms.)</p> <p>(i) From nearest railway Goods-shed</p> <p>(ii) From National Highway</p> <p>(iii) From State Highway</p> <p>(iv) From pucca black topped main road</p> <p>(v) From nearest FCI godown (own/hired from SWC/CWC)</p> <p>(vi) From nearest mandi/FCI procurement point:</p>	<p><u>Name of the</u> <u>Distance(in KM)</u></p> <p><u>mandi/</u></p> <p><u>Purchase centre</u></p>
11	<p>Condition of the godown:</p> <p>(i) Floor: whether cement concrete, stone slabs, unplastered brick, kutcha etc.</p> <p>(ii) Roof: whether of tiles, GI sheets, tin sheets, cement concrete etc.</p> <p>(iii) Walls: Whether of bricks plastered and white washed, unplastered brick stone etc.</p> <p>(iv) Doors: Height and width, whether of wood, tin sheet or iron gribble etc. with condition of structure and material used.</p> <p>(v) Windows/Ventilators: With area of each and indicate whether these are fully protected by doors/shutters for safe guard against entrance from exterior.</p> <p>(vi) Plinth:</p> <p>(a) Floor height of godown:</p> <p>(b) Height from adjacent ground level</p>	
12	<p>Standard capacity of the godown (in MT)</p> $\frac{(L \times B - 30\%) \times H - 3}{6 \times 11}$ <p>L, B, H (in feet)</p>	
13	<p>Condition of roads inside the godowns:</p> <p>(i) Black topped/metalled</p> <p>(ii) Whether fit for movement of heavy vehicles</p> <p>(iii) No. of trucks which can be accommodated inside the godown for loading/unloading at a time.</p>	
14	<p>Year of construction of the godown and age of individual units.</p>	
15	<p>Is the godown having its independent entrance from security angle?</p>	Yes/No
16	<p>Whether godown can be taken on rent in present condition without any repairs?</p>	Yes/No

17	What is the minimum/maximum period for which godown can be given on rent?	<u>Minimum</u>	<u>Maximum</u>
18	Willingness to provide QC equipments as per Schedule-I of Terms & conditions (Annex.- A of tender form)	Yes/No	
19	Willingness to obtain all necessary licenses from respective competent authorities for running the warehousing services	Yes/No.	

Date:

Place:

(-----)

**Signature of the Applicant
Name, Address & Seal of the applicant**

PART B
(To be filled by Office)

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

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

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

Name, Designation & signature of the Committee members

Place

Date

PART C
(To be filled by Office)

RECOMMENDATION OF AREA MANAGER

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

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

Place:

Date

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

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 godown 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.
3. I/We hereby quote Rs.....P.....(Rupees.....and paise.....only) as storage charge per bag of 50 Kgs food grains/sugar etc. 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.)
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. Demand Draft 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 'E' 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 India _____.

Yours faithfully,

(_____)
**Signature of Tenderer
With Complete Address**

(Capacity in which Signing)

LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID ENVELOP:

Sl. No.	Details	Submitted Yes / No
1.	EMD for Rs. _____/- by way of A/c payee Demand Draft or Banker's cheque issued by any Scheduled Bank in favour of GM(R),FCI, Regional Office payable at -----	
2.	<p>Complete tender form with Annexure A, B, C, D & E 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.</p> <p>(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</p> <p>(b) Copy of site plan of the godown.</p> <p>(c) Copy of Drawing of the godowns to scale</p> <p>(d) Photographs of the godown from all four sides</p> <p>(e) Copy of document showing clear title to the property issued by competent revenue authority.</p> <p>(f) Copy of document showing property tax clearance issued by the competent authority.</p> <p>(g) Copy of valid Income tax PAN Registration, wherever applicable.</p> <p>(h) Copy of valid Service tax Registration.</p> <p>(i) Copy of Registered Partnership deed/copy of Memorandum & Articles of Association (as the case may be) along with Registration number.</p> <p>(j) Name, address & phone No. of all the Proprietors/Partners/Directors of the firm (as the case may be)</p> <p>(k) Copy of the IT Returns of the tenderer firm for the last three years in case of an assessee</p> <p>(l) Name of the current Bankers of the tenderer firm along with addresses & phone no. of the Banks.</p> <p>(m) Bank statements of the tenderer firm for the last financial year.</p> <p>(n) Audited Profit & Loss Statement of the firm for the last three (3) financial years.</p> <p>(o) Declaration to the effect that tenderer(Godown Owner)will comply with all Statutory Laws/Rules and are in possession/will obtain all necessary licenses from the respective Competent Authorities for running the Warehousing Services.</p>	

WITH PRICE BID:

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

SIGNATURE OF TENDERER

MODEL AGREEMENT

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

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

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

WHEREAS FCI IS DESIROUS TO UTILIZE storage space of

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

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

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

TERMS & CONDITIONS

1. STORAGE SPACE:

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

1.2 FCI shall reserve the space at the Warehouse in terms of MT(minimum 2500 MT) for an
**initial period of one year extendable by another one year at the same rates, terms &
conditions at the sole discretion of FCI. The godown can be vacated by FCI at any time
by giving three months' notice during the extended period only.** Reservation will be in

terms of complete month(s). The godown owner may provide storage space to FCI in one or more godowns, under its possession at the required centers.

1.3 Cancellation of the reservation of space before the expiry of the initial period of one year 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.

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

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

2. RECEIPT & WEIGHMENT IN WAREHOUSE:

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

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

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

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

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

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

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

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

3. STORAGE LOSSES/GAINS

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

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

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

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

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

4. DELIVERY OF GOODS:

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

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

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

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

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

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

5. HANDLING & TRANSPORTATION:

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

6. STORAGE CHARGES:

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

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

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

6.4 The Storage charges agreed are for 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 FCI claim will be settled by the godown owner in a reasonable time otherwise amount of claim will be deducted by FCI from the Bills of the godown owner after giving godown owner reasonable opportunity / notice.

7. INITIAL FUMIGATION:

7.1 For stocks received in infested condition, necessary remarks shall be recorded by godown owner and intimated to FCI immediately and action taken to fumigate the stocks. For such fumigation done within 14 days of receipt of the stocks, godown owner shall claim

fumigation charges at rates prescribed from time to time by FCI, duly supported by relevant documents. The same shall be payable by FCI. .

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

8. INSURANCE:

8.1 The godown owner shall undertake to exercise reasonable care and diligence as is required from a bailee under the law for keeping the stocks of FCI. The stocks stored in the Warehouses shall be insured/ indemnified against the. risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary, misappropriation and the whole charges on this will be borne by godown owner. The beneficiary of the insurance policy taken by the godown owner shall be FCI.

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

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

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

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

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

9. MAINTENANCE AND REPAIRS OF THE GODOWNS

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

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

10. FREE MOVEMENT OF STOCKS:

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

11. PROVISION OF FACILITIES FREE OF COST

11.1 The godown owner shall provide all the warehousing facilities at par with SWC/CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/premises, weighment of the stock, providing electricity & water etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed.

11.2 The godown owner shall keep all the facilities available in the warehouse/premises like weighbridge, fire-fighting equipment, beam scale, QC equipments, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to officers/staff of the FCI without any additional cost.

11.3 If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at its cost or expenses and cost or expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, and in the manner considered fit by the FCI in **its own** discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.

12. STATUTORY OBLIGATIONS

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

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

13. PAYMENT OF TAXES

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

14. QUALITY CONTROL

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

15. SECURITY DEPOSIT

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

16. WAREHOUSING AGREEMENT

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

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

17. COURT OF LAW

All the disputes or differences whatever arising between the parties out of or relating to the construction, meaning and operation or effect of this agreement or the breach thereof shall be settled through appropriate court of law situated at the place of signing of this Agreement

Signed _____ today _____ on.....day _____ of 20____
at.....

(Signature & seal of Godown owner)

(Name, Designation & Address of the Godown owner)

(Signature & seal of the FCI)

(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