

“Nodal Agency”

Dated

NOTICE INVITING E-TENDER

For and on behalf of “Nodal Agency”, invites online tenders through e-tendering under **two-bid system** for construction of godown under ‘5 Year PEG Scheme’ for FCI Storage requirements to be managed and supervised by Nodal Agency, for a guaranteed Lease for Five years, on Build, Own & Operate/lease basis inRegion for storage of food grains at the location mentioned below:

| Sl.NO. | NIT NO. | Revenue District | Location | Capacity (In Lac Mt.) |
|---------------|----------------|-------------------------|-----------------|----------------------------------|
| 1 | | | | |
| 2 | | | | |
| | TOTAL | | | |

Online bid will be accepted as per options available in MTF for above all location and offers for smaller capacity will also be considered in case sufficient offers are not received for the capacities indicated above against any one or more locations subject to the condition that minimum godown size should be of 5,000 MT for plain areas and of 1,670 MT for hilly areas.

The E-Tender documents & other details are available on the website (www.....) from To free of cost. E-Tenders complete in the manner prescribed should be uploaded upto ----- AM/PM onon the website and E-Tender will be opened at ----- AM/PM on

“NODAL AGENCY” reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and “NODAL AGENCY” will not be liable for any costs and consequences incurred by the intending E-Tenderer.

Competent Tender Inviting Authority of “NODAL AGENCY”

“Nodal Agency”

Dated 05.10.2020

DETAILED NOTICE INVITING E-TENDER

E-Tenders are invited under two-bid system from E-Tenderer who owns Land / CAP premises or hold Land / CAP premises under registered lease deed for a minimum period of 8 years with permission to construct godown or willing to acquire land by way of ownership /registered lease deed within 120 days from the date of acceptance of E-Tender for construction of godowns for Storage Requirements to be managed and supervised by “Nodal Agency” for a guaranteed lease of Five years on Build, Own & Operate/lease basis forLMT capacity for storage of food grains at the following locations mentioned below:

| Sl.NO. | NIT NO. | Revenue District | Location | Capacity (In Lac Mt.) |
|--------|---------|------------------|----------|-----------------------|
| 1 | | | | |

Event Chronology:

| | | | |
|----|---|---|---|
| 1. | Date of issuance of notice inviting e-tender | : | Date |
| 2. | Date and time for availability of MTF on website | : | Date fromAM/PM |
| 3. | Place, date and time for Pre-Bid investor meet. | | Date,AM/PM At “Nodal Agency” Head Quarter, |
| 4. | Tender Submission Last Date and time | : | Date upto AM/PM |
| 5. | Date and time of Opening Technical Bid | : | Dateat AM/PM |
| 6. | Date and time of Opening Price Bid | : | Shall be intimated by the Competent Authority |
| 7. | Validity of E-tender | : | 120 days |
| 8. | Name and Designation of Authority Inviting E-tender | : | “Nodal Agency” |

The e-tender documents & other details are available on the website.....tenderer shall transfer the cost of e-tender and EMD electronically within the prescribed time through RTGS/NEFT On the A/C..... (**Note**-Tenderer should submit separate forms fees and EMD for each locations applying for as per instruction given in MTF)

1. Offers for smaller capacity will also be considered in case sufficient offers are not received for the capacities indicated above against any one or more locations

subject to the condition that minimum godown size should be of 5,000 MT for plain areas and 1,670 MT for hilly areas.

2. The E-Tenderer shall submit consolidated E-Tender form for each location and site as provided from Page no.... of MTF.
3. The E-Tender documents & other details are available on the website e-tender free of cost.
4. The duly completed E-Tender in the manner prescribed shall be uploaded on e-procure website.... to AM/PM on..... and the Technical Bid shall be opened on at AM/PM in the presence of E-Tenderers or their authorized representatives who may wish to be present.
5. The offers shall remain open for acceptance for 120 days from the date of opening of the Technical Bid. However, "Nodal Agency" reserves the right to extend this period by another 120 days at its discretion, which shall be binding on the E-Tenderer. Thereafter this period may be further extended by the parties on mutual consent. Any E-Tenderer not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited.
6. If the date of opening of the E-Tender is declared as holiday the E-Tender will be opened on the next working day at the same time and venue.
7. The E-Tender must be accompanied by an EMD @ Rs 50.00 per Mt for quantity offered as per e-tender terms through RTGS/NEFT inaccounts details mentioned above within prescribed timeline (separate for each location as applying for). In case the E-Tenderer does not own land or hold it on registered lease but intends to acquire the same by way of ownership/registered lease within 120 days from the date of Acceptance letter, tenderer shall also furnish in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee for Rs 100.00 per Mt for quantity offered as per e-tender issued by any Scheduled commercial bank and valid for a minimum period of six months from the date of submission of e-Tender.
8. E-Tenders not accompanied by prescribed Earnest Money (along with supplementary guarantee, if applicable) will be summarily rejected.
9. The earnest money (along with Supplementary Bank Guarantee, if applicable) would be refundable to unsuccessful E-Tenderer on finalization of the E-Tender and shall carry no interest whatsoever.
10. Incomplete offer/offers not conforming strictly in the manner prescribed /offer not submitted on prescribed E-Tender Form or late/delayed E-Tender shall not be considered and shall be summarily rejected.

11. Conditional E-Tenders will be summarily rejected and the EMD will be forfeited.
12. The location of the land specified in the E-Tender cannot be changed at any stage under any circumstances.
13. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed E-Tender Form in addition to the terms & conditions indicated herein.
 - (i) There would be no post E-Tender negotiations.
14. The e-tenderer are requested to submit their original Bank Guarantee, if any on or before (date) at (time) without fail i.e. on the day of opening of online bid at "Nodal Agency" .
15. "NODAL AGENCY" reserves the right to accept or reject any or all E-Tenders without assigning any reason/notice whatsoever and is not bound to accept the lowest E- Tender. "NODAL AGENCY" also reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and "Nodal Agency" will not be liable for any costs and consequences incurred by the intending E-Tenderer.
16. Existing CAP premises will also be considered in lieu of land requirement under the tender.

Competent Tender Inviting Authority of "NODAL AGENCY"

INVITATION TO E-TENDER AND INSTRUCTIONS TO E-TENDERERS

From

The Tender inviting Authority

Sub: E-Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by “Nodal Agency” for a guaranteed Lease of Five years on Build, Own & Operate/lease basis for Lac MT capacity for storage of food grains at various locations.

To

Dear Sir (s)

Managing Director “Nodal Agency”, invites E-Tenders under Two Bid system from E- Tenderers who own Land / CAP premises or hold Land / CAP premises under Registered Lease for a minimum period of 8 years with permission to construct godown or willing to acquire land by way of ownership/Registered Lease within 120 days from the date of acceptance of E-Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by “Nodal Agency” for a guaranteed Lease of Five years on Build, Own & Operate/Lease basis forMT capacity for storage of food grains at the indicated locations.

If you are interested to participate in accordance with the requirements of the E-Tender, please submit your E-Tender e-procurement website.....

1. ADDRESS FOR CORRESPONDENCE

The Tender inviting Authority

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.....

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

The E-Tenderer shall be solely responsible for all purpose of this E-tender the address of the Tenderer mentioned in the E-tender shall be the address to which all communications to the Tenderer shall be sent, consequence of any omission to notify a change of address in the manner aforesaid.

2. OBJECT OF THE CONTRACT

The E-Tenderer shall at his cost construct godowns at the specified locations as per Engineering and other godown specifications attached to the schedule of this E-Tender along with Railway Sidings (if applicable), Weigh Bridges, etc. on his land within the scheduled time and lease the godown to "Nodal Agency" and render the services given in this E-Tender document including preservation, maintenance and security (if applicable) as and when necessary and as instructed from time to time by "Nodal Agency" or its authorized representative or any officer acting on his behalf. "Nodal Agency" through its authorized officer will have a right to inspect the site from time to time and the E-Tenderer will carry out their directions regarding any corrective action required. The E-Tenderer shall also perform such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the "Nodal Agency" or any officer acting on his behalf and are not inconsistent with terms and conditions of this contract.

3. PREPARATION OF E-TENDER:

- (a) The E-Tenderer should upload the complete MTF/ E-Tender documents, including Invitation to E-Tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of E-Tender Form including the Annexures. The E-Tender submitted by the E-Tenderer is liable to be rejected if he fails to furnish any of the documents or information asked for in the E-Tender document.
- (b) In the event of the space on E-Tender form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the E-Tender No. and should have full signature of the E-Tenderer. In such cases reference to the additional pages must be made in the E-Tender Form.

4. SIGNING OF E-TENDER:

- a. The E-Tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the E-Tender are not fully filled in. The E-Tender complete in all respects shall be duly filled in and signed by the E-Tenderer or by the authorized representative with Stamp and Seal of the Company / individual on all the pages of the E-Tender.
- b. The persons signing E-Tender or other documents connected with the E-Tender must specify in what capacity he or she is signing the E-Tender;
 1. Whether signing as a "sole proprietor" of the Firm or its Attorney.
 2. Whether signing as a "partner" of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to E-Tender.
 3. In the case of Companies and Partnership Firms registered under the Indian Companies Act and Indian Partnership Act/Limited Liability Partnership, the Signatory has to mention the capacity in which he is signing, e.g., Secretary, Manager, Partner, etc. or their duly

constituted Attorney and produce copy of document empowering him to do so.

In support of the above, the E-Tenderer should submit the following documents along with E-Tender:

- (i) Deed of Partnership/Trust: An unregistered partnership firm can participate in the E-Tender process. However, in case the E-Tender is awarded to unregistered Partnership Firm, it shall be the sole responsibility of the Partnership Firm to get the same duly registered and submit the same within 30 days of award of contract.
- (ii) Public/Private Limited Company - Certificate of incorporation, Memorandum of Association, Articles of Association, name and address of the Directors and Major Shareholders, particulars of Subsidiaries and Holding Co.

5. (1) Who can apply :- (Eligible E-Tenderers)

i) Individual:-

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

ii) Partnership Firm

In case the E-Tenderer is a Registered/Unregistered Partnership Firm, the Land must be in the name of the Firm or one or more of its Partner(s), in which case the said Land must have been contributed to the Firm, which should be reflected in the Partnership Deed.

Company or Trust

In case of Public or Private Limited Company or a Registered Trust, the Land should be in the name of the Company or Trust only. Land in the name of Directors or Shareholders or Trustees or Sister Concern or Promoters etc. shall not be considered.

- iii) A person who does not own Land or hold it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease within 120 days from the date of acceptance letter, can apply by furnishing an addition to requisite EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs. 100.00 per MT for quantity offered as per e-tenders. The bidders are requested to submit their Bank Guarantee if any on or before ...(Date)... at ...(time).....without fail i.e. on the day of opening of online bid at "Nodal Agency".
- iv) A person holding Land under Registered Lease for a minimum period of 8 years with permission to construct godown can also apply.
- v) In case E-Tenderer is applying for lease with Preservation & Maintenance the E-Tenderer should have two years' experience of preservation and maintenance of foodgrains else he also has the option of hiring personnel having two years relevant technical experience

of preservation and maintenance of foodgrains.

6. EARNEST MONEY(EMD):

Technical Bid shall be accompanied by an earnest money of @ Rs. 50.00 (Rs. fifty Only) per MT for quantity offered as per e-tender terms (separate for each location as applying for). In case the E-Tenderer does not own land or hold it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease within 120 days from the date of acceptance letter, he shall also furnish, in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs. 100.00 (Rs. One Hundred Only) per MT for quantity offered as per e-tender terms issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) and valid for a minimum period of six months from the date of submission of E-Tender. However, it shall be absolutely necessary for the E-Tenderer to specifically indicate and exactly identify the Land proposed to be acquired [The Khasra/Kila number (nomenclature used for Revenue records in state specific land Revenue Code) must be mentioned in the Technical Evaluation Sheet]. The EMD shall be deposited in the form of a RTGS/NEFT in the account ofE-Tenders not accompanied by Earnest Money/ Bank Guarantee (if applicable) in the prescribed Form or accompanied by Earnest Money of the amount less than prescribed for the capacity applied for, will be summarily rejected. "Nodal Agency" will independently verify from the issuing Bank the genuineness of bank guarantee as well as its extensions from time to time as furnished by the E-Tenderer. The bidders are requested to submit their Bank Guarantee, if any on or before 06.11.2020 at 11:00AM without fail i.e. on the day of opening of online bid at "Nodal Agency" .

7. FORFEITURE OF EMD/ENCASHMENT OF BANK GUARANTEE:

The Earnest Money shall be liable to forfeiture if the E-Tenderer, after submitting E-Tender, release from his offer and / or modifies the terms and conditions thereof in any manner, it being understood that the E-Tender documents have been made available to him and he is being permitted to E-Tender in consideration of his agreement to this stipulation. The Earnest Money is also liable to be forfeited in the event of the E-Tenderer's failure to furnish the requisite security deposit by the due date after the acceptance of his E-Tender without prejudice to any other rights or remedies of the Corporation under the contract and law. In the event of the E-Tenderer submitting conditional E-Tenders, the EMD of such E-Tenderers will be forfeited. The Bank Guarantee furnished as Supplementary Guarantee shall also be liable to be encashed along with forfeiture of EMD on happening of any of the events mentioned above.

8. REFUND OF EMD/RELEASE OF BANK GUARANTEE:

Earnest Money and Supplementary Guarantee, (if applicable) will be refunded to all the unsuccessful Tenderers after decision on e-tenders. In case the tenderer is disqualified during technical evaluation, the Earnest Money and (Supplementary Guarantee, if

applicable) will be refunded within 15 days of result of technical dis-qualification subject to Clause 7 & 26 of the MTF. Earnest money will be refunded to successful E-Tenderers after he has furnished security as prescribed in the E-Tender Documents. No interest shall be payable on the amount of Earnest Money in any case. Earnest money amount will be adjusted in the security deposit if the E-Tenderer so desires. The Bank Guarantee furnished as Supplementary Guarantee by the successful E-Tenderer will be released on production of necessary documents evidencing acquisition of Land specified in the E-Tender by way of Ownership or Registered lease within 120 days from the date of acceptance letter, failing which the same is liable to be encashed by "Nodal Agency". It is the express term of this E-Tender that any Litigation, Stay/Injunction Order from any Court, non – performance on the part of the Owner/ Seller of the land, third party interests created or any other reason will not absolve the E-Tenderer from his obligation to acquire the specified Land and submit the documents within the stipulated 120 days.

9. SECURITY DEPOSIT

- I. The successful E-Tenderer shall furnish the security deposit for completion of construction in time @ Rs 100 per MT for non-Railway Siding Godowns and @ Rs 150 per MT for Railway Siding Godowns with the indenting office of "Nodal Agency" within 15 working days from the date of acceptance letter (separate for each location), in the form of RTGS/NEFT fund transfer in account details mentioned in the tender document. If the E-Tenderer fails to furnish Security Deposit within the specified period, it shall be lawful for the Corporation to terminate the contract and forfeit the EMD and encash Bank Guarantee (if any) submitted along with E-Tender. The Security Deposit will remain with "Nodal Agency" till the completion of the godown and taking over of possession of the godown by "Nodal Agency". The Earnest Money deposited by the E-Tenderer at the time of submission of the E-Tender may be adjusted in Security Deposit on his request. In case the godowns are not completed on the specified Land mentioned by the E-Tenderer in the E-Tender and handed over within the scheduled time or any conditions of this contract are breached, the Security Deposit will be forfeited and guarantee given for such hiring of the godown will be cancelled. The "Nodal Agency" also reserves the right to forfeit the Security Deposit as well as refuse to take over the possession of the said Godown on guaranteed hiring for Five years if the same is not leased out to the "NODAL AGENCY" by the date decided by "Nodal Agency" after completion of the godowns by the tenderer.

The security deposit will be refunded without interest to the E-Tenderers on completion and taking over of possession of the godown by "Nodal Agency" and submission of clear "No demand Certificates" by the "Nodal Agency" subject to such deductions from the security as may be necessary for making up the "Nodal Agency" 's claim against E-Tenderers.

- II. The successful E-Tenderer at the time of execution of lease shall also furnish a performance guarantee towards fulfillment of the contractual obligations under "lease" agreement @ Rs. 50/MT and under "lease and services" agreement @ Rs. 100/MT for full

storage capacity of the godown(s) in the form of irrevocable Bank Guarantee issued by any 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) failing which the contract is be liable to be terminated without prejudice to such other remedies as may be available to the "Nodal Agency" under the terms of the contract/law. The Bank Guarantee shall be in the prescribed Form. The Bank Guarantee will remain valid till six months after the expiry of the lease period. It shall be the responsibility of the E-Tenderer to ensure that Bank Guarantee remains continuously valid during the currency of lease period and six months thereafter.

"Nodal Agency" will independently verify from the issuing Bank the genuineness of Bank Guarantee as well as its extensions from time to time as furnished by the E-Tenderer.

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

In case the project is not executed in the scheduled time, the Security Deposit is liable to be forfeited and the Guarantee given for such hiring of godown will stand cancelled besides taking such other remedies as may be available to "Nodal Agency" under the terms of contract/law. Same as aforesaid the Performance Guarantee will be returned without interest to the E-Tenderers on due and satisfactory performance of the services and on completion of obligations by the E-Tenderers under the terms of Lease Agreement and submission of clear "No demand Certificates" by the "Nodal Agency" subject to such recoveries as may be necessary for making up the "Nodal Agency" 's claim against E-Tenderers.

The decision of the "Nodal Agency" towards the amount of deduction from the Security Deposit will be final and binding on the contractor and no objection in this regard would lie on any account whatsoever.

10. DELIVERY OF E-TENDER:

The tenderer is to be filled online for which detailed process has been indicated/mentioned in detailed E-Tender Notice.

"Nodal Agency" will not be responsible for technical or procedural delay in submitting E-tender in last hour but advise to submit E-Tender before the date and and no plea in this regard will be entertained on any ground whatsoever.

Any E-Tender received beyond the stipulated time and date will not be considered.

11. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- (i) The offers shall remain open for acceptance for 90 days from the date of opening of the Technical Bid. However, "Nodal Agency" reserves the right to extend this period by 45 days at its discretion and this extension will be binding on the E-Tenderer. Thereafter this period may be further extended by the parties on mutual consent basis.
- ii) Any E-Tenderer not keeping offers open for the prescribed period shall be summarily rejected and his EMD is liable to be forfeited.

12. OPENING OF E-TENDER:

1. Tenderers are at liberty to be present or authorize a representative to be present at the opening of the E-Tender at the time and date as specified in the E-Tender. If the date fixed for opening of E-Tenders is subsequently declared a holiday, the E-Tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the E-Tender.
2. After evaluating the Technical Bid (wherever necessary, after site inspection by FCI and "Nodal Agency" of the land offered) the Price Bids of only technically qualified Tenderers will be opened in presence of all the technically qualified Tenderers or their authorized representatives who may wish to be present at the time of opening of Price Bids on a date and time to be notified subsequently. Price Bids of the parties who do not qualify in Technical Bid (location wise) will not be opened.
3.
 - (a) 25,000 MTs or above capacity godowns, if after opening of the Technical Bid, 03 (three) or more acceptable proposals for full capacity of the location are received for Railway Siding Godowns and all other parameters like land size and shape, road linkage, drainage, distance from mandis etc. are found satisfactory, only such E-tenders will be treated as eligible for opening of the Price Bid.
 - (b) For other godowns with lower capacity, if three or more acceptable proposals for full capacity are received for godown within 8 Kms of Full Rake Railway Siding Goods Shed and with all other parameters satisfactory, then only such E-Tenders will be treated as eligible for opening of Price Bid.
 - (c) In case if less than three E-Tenders are received in above two cases, the "Nodal Agency" may consider the Non-Railway Siding / more than 8 Kms from existing Railway Siding (as the case may be) and accordingly may open the Price Bids of those parties who have been found otherwise technically qualified after opening of first part.
4. The offers shall be considered in the following manner subject to the condition that minimum subdivision of capacities would be 5000 MT in case of plain areas and 1,670 MT in case of hilly areas.

- a) All offers for 100% of the desired capacity shall be opened provided there are a minimum of 3 (three) such valid offers.
- b) If offers as per (a) are not received, offers for 50% of the desired capacity or more shall be opened, provided there are a minimum of 4 (four) such valid offers.
- c) If offers as per (a) or (b) are not received, offers for 25% of the desired capacity or more shall be opened, provided there are a minimum of 6 (six) such valid offers.
- d) If offers as per (a), (b) or (c) are not received, offers for 10% of the desired capacity or more shall be opened, provided there are a minimum of 11 (eleven) such valid offers.
- e) If offers as per (a), (b), (c) or (d) are not received, all valid offers of 5000 MT or more in case of plain areas and 1,670 MT or more in hilly areas shall be opened.

In case of lowest E-Tenderer does not cover the entire capacity, counter offers at the L-1 rate will be offered in ascending order to L-2, L-3 and so on to meet the capacity at a particular location.

4. "Nodal Agency" reserves the right to accept or reject any or all E-Tenders without assigning any reason/notice whatsoever and is not bound to accept the Lowest E-Tender and reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and "Nodal Agency" will not be liable for any costs and consequences incurred by the intending E-Tenderer.

13. ACCEPTENCE

On finalization of E-Tender, "Nodal Agency" will communicate acceptance of the E-Tender by way of letter of memorandum/FAX/E-mail/speed post etc. which will conclude a binding contract between the parties and the E-Tenderer shall act upon such acceptance letter.

GENERAL CONDITIONS OF E-TENDER

14. DEFINITIONS:-

- I. "Nodal Agency" means.....State Warehousing Corporation / FCI
- II. **FCI** means Food Corporation of India
- III. **Managing Director** means the Managing Director of the "Nodal Agency".
- IV. **Services** means the performance of any of the items of work enumerated in **Appendix-I** including such auxiliary, additional and incidental duties, services and operation as may be indicated by the local authorized representative of the "Nodal Agency" or any person authorized by him in this behalf.
- V. **Stocks** mean food grains stored in the godowns.
- VI. **Corporation** means "Nodal Agency"

- VII. **Warehouse Manager** means the head of the particular Warehouse Unit/Units.
- VIII. **Technical Assistant** means Technical Assistant of the “Nodal Agency”.
- IX. **Investor** means the owner/investor of the godowns or any person or any representative duly authorized by him.
- X. **Contract** means and include Notice inviting E-Tender, E-Tender document, its schedules, annexure, appendix and acceptance of E-Tender.
- XI. Words importing the masculine gender shall be taken to include the feminine gender.
- XII. Terms and expressions not herein defined shall have the meaning assigned to them in the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.
- 15.** The Tenderer shall at his own cost complete the construction of godown as per the engineering and other godown specifications as per the schedule of this agreement on the land mentioned by the Tenderer in the E-Tender.
- 16.** The specific location of the land proposed by the Tenderer in the E-Tender for the construction of the godown shall not be changed at any stage after submission of Tender under any circumstances failing which EMD, Supplementary Guarantee, Security Deposit and Performance Guarantee furnished by the Tenderer is liable to be forfeited/invoked as the case may be without prejudice to any other legal remedies available to “Nodal Agency”.
- 17.** The execution of railway siding in railway siding godowns (if applicable) along with the ancillaries such as signaling, electrification of siding etc., is to be completed by the Tenderer at his cost. Similarly, all the other works involved in completion of railway siding as well as non-railway sidings are to be completed by the Tenderer at his cost. All the necessary permissions from urban or rural local bodies, railways, Government of India and State Government as the case may be should also be obtained by the Tenderer himself for the construction/completion and for running godowns as well as for the execution and usage of railway siding in case of railway siding godowns.
- 18.** All the construction material required for the construction work are to be procured in advance by the Tenderer only. The “Nodal Agency” will not entertain any request of the Tenderer in this regard for the delay in completion of work due to non-availability of any materials.
- 19.** Pitless Electronic Lorry Weigh Bridge of 60 M.T. Capacity of standard make should be installed as per specification in the Schedule.
- 20.** In case of a Railway siding godown, if the main godown is complete in all respect and is storage worthy in all respect except the railway siding before the due date and “Nodal Agency” /FCI requires such godowns, “Nodal Agency” /FCI may hire the same @ 60% of

the rent agreed till the Railway siding is complete on actual utilization basis. This period will not be counted towards the guarantee period. The occupation of godown by “Nodal Agency” /FCI will not be a ground for non-completion of railway siding in prescribed time and in such case the godown will not be hired under ten year guarantee. The guarantee period of the godown will start only from the date of actually making available the godown for storage after the completion of railway siding as envisaged in the agreement. This clause does not confer any guarantee from “Nodal Agency” to E-Tenderer of hiring of such godown on above basis before the completion of the same in all respects.

- 21.** The Tenderer should furnish in technical bid all the details of the location, survey numbers, proof of ownership /registered lease of land/original affidavit mentioning the details of land which Tenderer undertakes to acquire, area in acres indicating the boundaries along with non-encumbrance certificate (NEC) and sketch plan about the location of the land. The details of the land should be furnished adequately as suitability of the land for the intended purpose is one of the major criteria for selection of the Tenderer. The land on which the godown is proposed to be constructed should not have a HT Line (11 KVA and above) passing over the proposed layout plan of the godown. “Nodal Agency” will have a right to inspect the site from time to time and the Tenderer will carry out their directions regarding any corrective action required. Any proposal for reduced capacity at a later stage shall not be entertained. Land must not be in the flood or water loggingprone area / zone. Polluting industries should not be in the vicinity and sufficient land should be available for ancillary works. A detailed layout plan proposed forthe godowns, weigh bridge, office building, roads and railway siding (in case of godowns with railway siding) and other facilities should also be given in the technical bid.
- 22. In case of lease with services:**
 - (a) The E-Tenderer should have two years technical experience of preservation and maintenance of foodgrains or he should hire a person having two years relevant technical experience.
 - (b) The tenderer shall also provide Data Entry Operators along with necessary hardware to ensure operation of the software prescribed by FCI from time to time.
- 23.** Wherever 25000 MT and above capacity is required, it should preferably have the provision for private railway siding. In all cases, except where railway siding will come, the godowns should preferably be within a radius of 8 KMs from the full rake railway Goods Shed.
- 24.** In case of registered lease land, the minimum period of lease shall be eight years (8) from the date of submission of E-Tender and the E-Tenderer shall obtain permission to construct the godowns on registered leased land from appropriate authorities, wherever required.
- 25.** The rate should be quoted as storage charge per quintal per month (exclusive of GST/CST) of food grain in Rupees in figures as well as in words. The rates quoted in words and figures should be same. There should be no cutting / overwriting in the price bid.

26. Conditional E-Tenders will not be considered for acceptance and the earnest money deposited with such E-Tenders shall be forfeited.
27. E-Tenders which do not fulfill any of the condition or are incomplete in any respect shall be summarily rejected.
28. "Nodal Agency" would be at liberty to reject any of the offers at any stage, if the documents submitted by the E-Tenderer are not in order.
29. Financial and technical capability of the E-Tenderer will be evaluated by "Nodal Agency" through its authorized officers.
30. At places where there is a full rake Railway goods shed, the site should preferably be within 8 KM of goods shed. Where no full rake railway goods shed exists the site should preferably be within a radius of 8 Kms. of the municipal limits of such places or 15 Kms. from zero point of such location. Wherever 25,000 MT and above capacity is required, it should preferably have the provision for private railway siding. The land should preferably be on National or State Highway. They should offer only such land /site which has access through all – weather black topped or RCC/CC Road including Road berms (Shoulders) of minimum width of 22feet except in hilly regions. Brick paved Road or gravel Road is not acceptable. The road leading to the godown should be free from any kind of traffic restriction for truck movement. Distance criteria of within 8 KMs. radius from full rake railways goods shed does not apply to godowns with a railway siding. The possession of godown would be taken when an all-weather Road is built from link Road to the godown.
31. The successful Tenderer shall furnish Security Deposit within 15 days from the date of acceptance letter and he will get a maximum period of one year for completion of construction in case of non-railway siding godown and two years in case of railway siding godowns from the date of acceptance letter. The period for construction of godowns will include the 120 days' time granted for production of documents by the Tenderer who intends to acquire land. The delay in construction of maximum upto one year may be allowed to the Tenderers on their request in writing with a corresponding reduction in the guarantee period. "Nodal Agency", after satisfying itself that the godown has been completed as per specifications and terms & conditions of this contract will take over the godown within one month of completion of the godown in all respects and the guarantee period will start from the date of taking over of the godown. In case, the godown is completed in the extended stipulated time, "Nodal Agency" will have the discretion to choose the date of taking over the godown within 3 months of completion. In case of delay beyond one year, the agreement is liable to be cancelled.
32. The "Nodal Agency" reserves the right to refuse to take over the said Godowns on guaranteed hiring for Five years at any point of time if the construction of godowns is not completed in all respects and leased out to the "Nodal Agency" by the extended date and in that event the Security Deposit of the Tenderer is also liable to be forfeited.

- 33.** The Tenderer shall not during the currency of the contract make any changes in the constitution of the firm including change in partners/directors without the prior consent of the "Nodal Agency" failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing there from.
- 34.** The E-Tenderer shall execute a lease deed with "Nodal Agency" on the day of taking over of the possession of Godown.
- 35.** The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
- 36.** There will be no enhancement in rent during the guarantee period in case of lease only. However, in case godown is hired for lease with services, annual change in rent will be 33% of percentage change in WPI prescribed under the heading of 'All commodities'.
- 37.** "Nodal Agency" shall have the liberty to release the godowns after the guarantee period of Five years.
- 38.** Necessary ancillaries like laying of roads, Installation of Weigh Bridge, Construction of office Building, Compound wall for the site, drains, Toilets, supply of Electricity, Water etc., are to be provided by the E-Tenderer in the Complex. The Rent indicated in the E-Tender per quintal per month shall be inclusive of all Ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads, railway sidings etc. The E-Tenderer shall bear the charges on land which is being levied by the railways on annual basis from take-off point to railway siding end point inside the godown premises and also the railway siding maintenance charges.
- 39.** The Tenderer will be allowed to develop additional storage capacity in the same premises for storage of other agri-commodities including facilities for cold storage, food processing etc. to optimize asset utilization duly ensuring that it does not adversely affect storage and operations of "NODAL AGENCY". However, such additional facility will not be covered under guarantee scheme and the Tenderer may use normal market channels for renting out such additional storage facilities. Before development of such additional storage facilities, the Tenderer will take permission from "NODAL AGENCY" so as to ensure that such activities will not hamper "NODAL AGENCY" operations and safety of its stocks. However, additional space must not be used for storage of any commodity which may affect food grains.
- 40.** That obtaining of necessary approvals/license from the concerned rural and/or urban local bodies, State and Central Govt. Departments/concerned authorities for the construction and running of Complex will be the responsibility of the Tenderer at his cost and the "Nodal Agency" will have no responsibility in this regard, whatsoever.
- 41.** In case of railway siding godowns, the Tenderer shall enclose a feasibility report which should be ideally from the Railways. However, in case it is not possible, the Tenderer may submit the feasibility report on his own showing a detailed sketch plan of existing railway

line and proposed location of godown along with a suggested layout of rails to be laid for connecting the plot to existing railway line. This report should also give the details of ownership of land through which the railway line proposed to be laid will pass and how it is proposed to acquire the land. "Nodal Agency" will be at liberty to accept or reject this feasibility report based on its assessment. However, if later, Indian Railways refuse to connect the proposed land / site with existing railway line on any ground, the earnest money and Security Deposit of the Tenderer will be forfeited notwithstanding the fact that the feasibility report submitted by the Tenderer was accepted by the "Nodal Agency".

42. The E-Tenderer has to enclose with the E-Tender a detailed site and layout plan indicating the location of proposed structures and also showing the approach to main road.
43. Change of the Site is not permissible after submission of E- Tender.
44. The proposed land where the godown is to be constructed shall have good title, unencumbered and free from any dispute, failing which "Nodal Agency" reserves the right not to take over the warehouse on lease.
45. The Tenderer, with the permission of "Nodal Agency", may mortgage /charge the said property for availing advances for construction of the godowns after award of contract.
46. The handling and transport work will be carried out by the contractor appointed by "Nodal Agency". "Nodal Agency" reserves the right to preserve and maintain the foodgrains stocks through its staff or through any other party/agency at its sole discretion and the tenderer shall have no claim or objection in this regard.
47. In case, the godown or any part thereof becomes unstorage worthy, "Nodal Agency" shall notify the same to the Tenderer and the Tenderer shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorage worthy for the period the premises remained unstorage worthy. In case the Tenderer delays or fails to carry out the repairs as above, "Nodal Agency" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "Nodal Agency" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorage worthy.
48. The Investor must keep the scheduled property duly insured at all times during the agreement period at his cost, however, in case of agreement with services, investor must keep the scheduled property as well as the stocks duly insured at all times during the agreement period at his cost.
49. The Notice Inviting E-Tender, all the schedules, appendices and annexures to this E-Tender document and the terms and conditions enumerated therein are to be read and construed as part of this E-Tender and shall be binding on the Tenderer.

50. INDEMNITY:

The Tenderer shall indemnify, defend, and hold harmless the "Nodal Agency" and its

employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the Tenderer or its Management, employees, staff, agents, affiliates.

51. PROGRESS REPORT

- (1) The Tenderer shall render from time to time such reports concerning the progress of the contract and construction of godowns as may be required by the "Nodal Agency".
- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the "Nodal Agency" under the contract, nor shall operate as an estoppel against the "Nodal Agency" merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

52. INSPECTION OF GODOWNS: - The construction work of the godown will be inspected by a Committee of following officers:

- i) Civil Engineer to be nominated by GM, FCI of the Region.
- ii) Civil Engineer to be nominated by MD of nodal agency. .

iii) The work shall be inspected at the following stages:

- a) Layout stage**
- b) Lintel level**
- c) Roofing level**
- d) Completion stage**

The Tenderer shall inform the nodal agency regarding completion of each stage of construction. The Committee members will inspect the site of construction at the earliest but not later than 15 days period.

- iv) After inspection, a joint inspection report shall be prepared by the Committee and shall be communicated to successful E-Tenderer within a period of 7 days.
- v) The defects pointed out in the inspection report shall be attended to by the successful Tenderer without any extra cost or time whatsoever.
- vi) The scope of inspection shall be limited to general layout, level of various components, structural stability and external and internal electrification of the godowns and other buildings.

The godown would not be taken over by the nodal agency if the defects pointed out at

various stages of inspection are not removed by the successful E-Tenderer.

53. TAKING OVER OF GODOWNS

- (1) The parties to this agreement expressly agree that on completion of the construction of the said godown to the entire satisfaction of "NODAL AGENCY" in terms of the contract, the E-Tenderer shall hand over the possession of the godown along with the premises, fixtures, fittings, installations on the date fixed by the "NODAL AGENCY" for taking over the possession of the godown as per the contract and the "NODAL AGENCY" shall take over the possession of the same.

54. Redressed of grievance at the time of takeover of godown:-

A Committee consisting of Executive Director (Zone), FCI of concerned State as Chairman and General Manager of FCI and/or MD of "NODAL AGENCY" as Member would look into grievance of E-Tenderers at the time of taking over of godown and subsequent grievances. In case of any dispute at the time of taking over of the godown, the above Committee's decision would be final and binding on the tenderer.

55. This agreement is bilateral agreement between the "NODAL AGENCY" and the Tenderer and the involvement of Govt. of India by way of designing of the scheme or "NODAL AGENCY" by way of being associated at various stages or even thereafter will not be construed as their being party to this bilateral agreement.

56. As evolved in the 10 year PEG Scheme, it was noticed that the System of SLCs and HLCs was very effective in interest of the projects. So, System of SLCs and HLCs are institutionalized in the tender. The said Committees shall be empowered to approve rates, decide locations, resolve disputes, grant extensions and also take decisions on relaxations for successful implementation of the projects. However, the investor shall have no right whatsoever to claim relaxation as a matter of right.

(a) State Level Committee:

4.1 Constitution of SLC:

The State Level Committee would consist of the following:-

- (1) Secretary(Food) of the State/ ED(Zone), FCI- Chairman
- (2) ED(Zone), FCI
- (3) GM(Region) FCI
- (4) Director(Food) of the State
- (5) MD, SWC
- (6) Regional Manager of Central Warehousing Corporation(CWC)
- (7) Nominee of General Manager of the Railways under whose jurisdiction the concerned location is situated
- (8) MD of any other State Agency nominated by State Government
- (9) Nominee of the Department of Finance of the State Government

4.3 CONSTITUTION OF HLC:

The HLC will consist of the following:-

(a) Member from Government of India & FCI

- (1) CMD (FCI) - Chairman
- (2) AS&FA, Ministry of Consumer Affairs, Food & Public Distribution
- (3) MD, CWC
- (4) JS(P&FCI)
- (5) JS(Storage)
- (6) Economic Adviser, Department of Consumer Affairs
- (7) Executive Director of Railway Board
- (8) Executive Directors (Storage/Traffic /Procurement/ Sales/Finance), FCI Headquarters
- (b) State Government representatives:
 - (9) Secretary(Food) of State Government concerned
 - (10) Finance Secretary of the concerned State.
 - (11) Director(Food) of State Government of concerned State.
 - (12) **MD of the State Warehousing Corporation (or any other State Government Agency involved in the scheme)**

57. GODOWNS WITH FLEXI-STORAGE CAPACITY

- (a) The godowns to be henceforth hired should preferably be able to accommodate storage of different commodities thus ensuring better utilization.
- (b) The godowns would be suitably structured so as to ensure that storage of food grain and the movement of "NODAL AGENCY" stock is not disturbed and also to ensure that the possibility of the deterioration of the stock is eliminated.
- (c) Restrictions should be imposed on the commodities which can be stored in separate compartments of the godown for which prior permission of the "NODAL AGENCY" would be required. Fertilizers, Pesticides, Chemicals will not be stored in the same compartment where FCI stocks are stored.

58. CORRUPT PRACTICES:

The Tenderer shall not offer or give or agree to give any person in the employment of the "NODAL AGENCY" or any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contract with the "NODAL AGENCY" or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the "NODAL AGENCY" . Any breach of the aforesaid condition by the Tenderer or anyone employed by him or acting on his behalf whether with or without the knowledge of the Tenderer or the commission of any offence by the Tenderer shall entitle the

“NODAL AGENCY” to cancel the contract and all or any other contracts with the Tenderer and recover from the contractor the amount of any loss arising from such cancellation.

59. INSOLVENCY AND BREACH OF CONTRACT:

- (A) The “NODAL AGENCY” may at any time, by notice in writing summarily determine the contract without Compensation to the contractor in any of the following events,
- a. If the Tenderer being an individual or a firm, any partner thereof, shall at anytime, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
 - b. If the Tenderer being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.
- (B) The contract is also liable to be terminated if the Tenderer commits breach of any of the terms of the contract and in that event the Tenderer is responsible and liable for all loss and damage arising out of and as a consequence of such breach.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the “NODAL AGENCY” and provided also the Tenderer shall be liable to pay to the “NODAL AGENCY” for any extra expenditure he is thereby put to.

60. NORMALIZATION OF FINANCIAL BIDS:

A normalizing factor of Rs. _____ per Quintal per Kilometer will be applied, if more than one bid is received, to all the bids received for a location beyond a distance of 8 KM from the railhead while evaluating the price bid. Normalization factor will be published in the tender document.

However, in case of road-fed godowns, the following guidelines will be followed: -

1. The limit of location of godowns is fixed at 8 Kms from the boundary of municipal limits of District Headquarters or 15 Kms from the zero point of the location. No normalization factor would be applied for such roadfed locations.
2. The offers beyond the above limits will not be considered.

61. Payment Terms:

Tenderer shall confirm that the Invoice raised to “NODAL AGENCY” is compliant with the provision of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by the “NODAL AGENCY”. Tenderer shall confirm that the Invoice

raised during a month is duly reported in the GST returns for the said month. Further “NODAL AGENCY” reserve the right to release the payment of GST amount charged in the supply Invoice only post matching of the Invoice in the GSTIN System.

62. FORCE MAJEURE

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

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

(a) Procedure for Force Majeure

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

(b) Prolonged Force Majeure

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

63. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:

The contract will be governed by the laws in India for the time being in force. All disputes arising out of this E-Tender will be dealt in Court of Law of competent jurisdiction.

Signature of Tenderer/

Authorized Signatory

TECHNICAL EVALUATION SHEET

| | Parameters | Details |
|----|---|---------|
| 1. | (i) Name of the Owner/Firm / Company etc. ii) Permanent Address iii) Correspondence address iv) Phone number/Mob. No. v) Fax number vi)E-mail | |
| 2. | Name of the village/town / city where the proposed land (site) is located | |
| 3. | Survey nos. of the land (site) | |
| 4. | Name of the railway goods shed alongwith the distance to proposed site | |
| 5. | Whether following documents furnished: | |
| | i) Copy of title deed or | Yes/No |
| | ii) Copy of registered lease deed or | Yes/No |
| | iii) Affidavit mentioning details of the land i.e. Khasra No./Kila No. (nomenclature used for Revenue records in state specific land revenue code) which the tender undertakes to aquire within 120 days from date of acceptance and supplementary guarantee in form of Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all Urban/Rural/ State Co-Operative banks and Gramin Banks). | Yes/No |
| | iv) In case of land on private registered lease, a no objection certificate by way of affidavit from the lessor for construction of the godown | Yes/No |
| | v) Non-encumbrance certificate | Yes/No |
| | vi) Copy of Firm Registration Certificate/Partnership Deed/AOA&MOA in case of company | Yes/No |
| | vii) Copy of sketch plan indicating boundaries. | Yes/No |
| | viii) Copy of the layout plan indicating layout of godowns, office building, roads, railway siding, weigh bridge, parking areas & other ancillary facilities | Yes/No |
| 6 | (i) Area of land (ii) Proposed Storage Capacity | |
| 7. | Feasibility report by the E-Tenderer in case of railway siding godowns (annex the Report) | Yes/No |
| 8. | Distance from i) nearby "NODAL AGENCY" / CWC godowns | |

| | | |
|-----|---|--|
| | ii) Nearby mandis alongwith their names | |
| 9. | Distance from National/ State Highway alongwith the name of the high way | |
| 10. | Traffic accessibility to the proposed godown free from all hindrances | Yes/No |
| 11. | PAN of the E-Tenderer (enclose copy) | |
| 12. | Requisite EMD furnished | Yes/No i) Amount of EMD Rs. ii) Draft No. and Date |
| 13. | Income Tax returns for the last 03 years or Bank statement of one year in case of non-assessee. | |
| 14. | Requisite Bank Guarantee furnished | Amount of BG Rs. Period of BG BG. No. & Date Name of issuing Bank and Branch Full address and telephone no. of Bank/branch |
| 15. | Bidder must submit Bank Detail(Compulsory) | Account Holder Name-Bank Name – Branch Name – Account No.- IFSC Code No.- |

(Documentary evidences regarding the claims made above to be annexed)

*As per No.E.(394)/PEG-08 &09/MTF/2016 Date 03.02.2020 in case, the e-Tenderer is a registered/unregistered partnership firm, the land must be in the name of firm or one or more of its partners. As per the liabilities of the partners in the Partnership Firm, it is not limited, so submission of individual Bank statement of partner for last one year may be considered in case of partnership firm who is a non-assessee. Also, this will lead to higher competition.

Signature of E-Tenderer/Authorized Signatory

Note:

1. "NODAL AGENCY" reserves the right to verify the documents submitted by the E- Tenderer and also to call for any additional information and documents as deemed necessary.
2. In case if space is found short in any one or more of the columns above, additional information can be annexed on separate sheet of papers and the annexure number of these papers may be mentioned in the relevant column / columns above. All such annexures should be signed and sealed by the E- Tenderers or his authorized representative.

PRICE BID (LEASE WITH SERVICES)

The rates should be quoted exclusive of All Tax in **Rs. Per Quintal per Month** in figures as well as in words. There should be no cutting/overwriting in the price bid.

I/We hereby quote following rates as storage charge Per Quintal Per Month (exclusive of GST /GST) of food grains/coarse grains/sugar etc. per month including preservation, comprehensive insurance, watch & ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh bridge, computer systems (Desktop with data card) along with internet facility, UPS, Laser printer, Thermal Printer, tablet (with SIM card), and associated manpower for all operations connected with the maintenance of these facilities.

i. Rates in Figures

Rupees.....and Paisa..... only per Quintal Per Month.

ii. Rates in Words

Rupees.....and Paisa only Per Quintal Per month

This rate is inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation and charges thereof, maintenance of weigh bridge, computer facilities as enumerated at Clause No. 38 & 39 and other charges and as well as other local taxes/statutory charges associated with the operation and facilities provided as per terms of the agreement to be entered.

Signature of E-Tenderer/Authorized Signatory

Full name of Signatory

Full name of the E-Tenderer

PRICE BID (LEASE ONLY)

The rates should be quoted exclusive of All Tax in **Rs. Per Quintal per Month** in figures as well as in words. There should be no cutting/overwriting in the price bid.

I/We hereby quote following rates as storage charge Per Quintal Per Month (exclusive of GST) as rent which includes ancillary facilities such as officer room, toilets, water tank, labor rest shed, electric room, pump room, lorry weigh bridge, and associated manpower for all godown operations connected with the maintenance of these facilities.

i. Rates in Figures

Rupees.....and Paisa..... only per Quintal Per Month.

ii. Rates in Words

Rupees.....and Paisa only Per Quintal Per month

This rate is inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation and charges thereof, maintenance of weigh bridge and other local taxes/statutory charges as applicable on godowns and godowns operations thereof, as per terms of the agreement to be entered.

Signature of E-Tenderer/Authorized Signatory

Full name of Signatory

Full name of the E-Tenderer

18. Grilled rolling shutters/Monkey/Bird proof Shutters = 12 Nos. of size 1.83 m X 2.44 m each.
19. Top Ventilator size 1.50m x 0.62 m = 54 Nos. in both long walls.
20. V8 ventilators 0.39m X 0.80m = 42 Nos.
21. R.C. Column to be provided at 4.65 c/c. in long wall & 4.36 m c/c in GW & P.W. as per approved design
22. Surrounding Road/CC Road: 6.70 m wide.
23. Approach Road and Parapherial Road: Minimum 6.70 m wide and the road between 2 rows of Godowns is 15 m.
24. Roofing should be either truss-less or tubular truss.

A. DETAILS OF GENERAL SPECIFICATION FOR GODOWN/WAREHOUSE:

The tenderers will be permitted to inspect the site and collect soil and water samples from the site before bidding. Tenderers are expected to acquaint themselves with the site conditions.

1. **FOUNDATION:** To be constructed as per design, depending on the safe bearing capacity provided by Government Engineering Institutes.
2. **PLINTH BEAM, TIE BEAM & COLUMNS:** To be as per the design approved by Government Engineering Institutes.
3. **SUPER STRUCTURE:** To be as per the design approved by Government Engineering Institutes.
4. **SUN SHED / CHAJJA:** To be provided as per site requirements.
5. **FINISHINGS:** 12mm thick cement plaster with cement mortar (1:6) (1 cement: 6 fine sand) on both sides i.e. internal & external walls, 6mm thick plaster with cement mortar (1:3) on exposed surface of columns with 3 coats of white wash on inner walls & colour wash/ snowcem on external walls. Whitewash to be done every five years.
6. **FLOORING:** (A) 230 mm thick sand filling for base. (B) 100 mm thick P.C.C. (1:4:8) (1 cement: 4 coarse sand: 8 stone aggregate 40 mm nominal size) (C) Fixing of glass strips 50 x 4 mm size in flooring for panels. 50 mm thick C.C (1:2:4) (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal size) flooring with neat cement punning.
7. **ROOFING:**
 - 7.1 Truss-less Galvalume sheet is mandatory and as per specification mentioned below.
 - 7.2 Trussless Galvalume sheet roofing is mandatory for construction of godown with following specifications: -
 - 7.2.1 The roof of the structure shall be of single span structural with self-supporting/pre-

engineered structure without any truss or what so ever, at a height not less than 5600mm from the plinth level to the tie level at the column ends, both for rail-fed and road-fed storage structures. The roofing system should be designed to withstand the wind load (as per IS Part 3) & earthquake load (as per IS: 893). The design should also comply with any other relevant IS codes. The steel sheet shall be 914 mm wide (Tolerance +/- 2 mm) having minimum thickness 1.03 mm (Tolerance +/- 0.02mm). The minimum yield strength of the steel sheet should be 350 M Pa. The steel sheet should be alloy coated on both sides as per following standards:-

- a) The alloy coating on the steel sheet should be of 55% Aluminum, 43.5% zinc and 1.5% Silicon. The minimum thickness of coating shall be 20 microns on outer surface and 10 microns on the inner surface. The thickness of the coated steel should not be less than 1.03 mm including BMT, alloy coating and priming/paint coating,

OR

- b) The steel sheet should have zinc coating of minimum 120 GSM, total of both surfaces as per IS: 277. The minimum total coated thickness of sheet shall be 0.50mm.

7.2.2 In a godown of 5,000 MT capacity having 3 compartments of 1,670 MT each, 9 Turbo Ventilators (Aluminum) of size 24", capacity 2200 CFM are required in each compartment i.e. 27 Turbo ventilators in a godowns of 5,000 MT capacity. Therefore, in a godown of 5,000 MT one turbo ventilator is required to be fixed in each bay/panel.

7.2.3 The design of the roofing shall be in accordance with the general constructional practices and relevant Indian Standard codes for loading standards (IS: 875).

8. **WINDOWS, VENTILATORS, ROLLING SHUTTERS:** Rolling shutters (clear opening) of size 1.83m x 2.44m fixed on wall, Air entrant (Windows) of size 0.62m X 0.62 m and top ventilators of size 1.50m X 0.62m with angle iron.

In case, Turbo Ventilators are provided as per clause 7.2.2, the element for providing conventional top ventilators as stated above i.e. of size 1.50mx0.62m may not be necessary. No change in numbers and size of Air entrant (window) will be permitted.

A. **ROADS:** The formation Level and Internal Road Level shall be kept 200 mm and 300 mm respectively above the level of MDR/SH/NH as the case may be. 27.5 cm thick W.B.M road (Metal Road) having clear width of 6.7m if there is one row of godowns and 15 m wide road in between two rows of godowns with necessary layers of gravel base, metal layer to with stand the Traffic, is to be laid with 4 cm thick premix carpet. Thickness of WBM may be more in case of poor soil having less CBR value. Further CC Road may be constructed as per the approved drawing by any Govt. engineering college.

B. **COMPOUND WALL:** 1.98 m high boundary wall in brick work (1:6) or RR. Masonry above Ground level with 0.6 m High, 7 rows of barbed wire / concertina coils with angle iron posts 2.44 m C/C on top of wall is to be provided. 15 mm thick plastering in cement mortar 1:6 (1 cement : 6 fine sand) on rough side of the wall and 12 mm thick plastering

with cement 1:6 (1 cement : 6 fine sand) on plain side of the wall as of brick masonry and pointing ruling/raised & cut on either side of the wall for RR masonry shall be provided.

- C. **GATE AT MAIN ENTRANCE:** 6.10m wide steel gate with tubes and 0.91m wide wicket gate with tubes / angle iron.
- D. **ELECTRICAL INSTALLATION:** External tube light / sodium vapour fittings on outside of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided inside the godowns as well as on platform with the sodium vapour or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.
- E. **WATER SUPPLY:** Suitable arrangement for purifying water to overhead tank for supply to office block and drinking water provision for labour /Staff/ Officers and others to be provided.
- F. **EXTERNAL DRAINAGE:** The campus shall be provided with well-designed drainage as per site conditions.
- G. **SEWERAGE:** Sewage shall be treated as per Pollution Control Board norms prevailing in area.
- H. **Fire Fighting System:** Provided by tenderer as per Government guidelines.

OFFICE BUILDING SPECIFICATION:

- 1. **FOUNDATIONS:** Adequate Depth of foundations shall be provided with leveling course of CC (1:5:10) (1 cement: 5 coarse sand: 10 stone aggregate of 40 mm nominal size) thick for all walls. Brick masonry / Random rubble stone masonry in cement mortar (1:6) (1 cement: 6 coarse sand) shall be provided for foundations.
- 2. **PLINTH BEAM, SUNSHADES, ROOF SLAB & LINTELS:** R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size) for plinth beam over R.R. Masonry / brick work. Necessary sunshades to be provided for all external doors and Windows. Roof slab is to be provided with minimum 100 mm thick R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size), lintel over Doors & Windows to be provided.
- 3. **SUPER STRUCTURE:** Brick masonry in cement mortar (1:6) for 0.23m thick shall be provided.
- 4. **FINISHINGS:** 12 mm thick cement plaster with cement mortar (1:6) on finished side of brick work and 15mm thick cement plaster with cement mortar (1:6) on rough side shall be provided.
- 5. **PAINTING:** Oil bound distemper two coats over one coat of primer for all internal surface walls and snowcem two coats over one coat of primer on external walls.

6. **FLOORING**: Sand filling under floor to be provided. 40 mm thick flooring in C.C. (1:2:4) with neat cement punning and glass strip panels shall be provided or vitrified tile flooring may be provided.
7. **DOORS & WINDOWS**: For ancillary structures, wooden paneled door, flush door of minimum size 0.90m x 1.98m & 0.76m x 1.98m are to be provided. Wooden Windows of size 0.90m x 1.20m paneled with iron grills and glass ventilators shall be provided.
8. **SANITARY**: Vitrous wash basin, Indian type water closet, ventilating shaft, rain- water pipes, stone ware pipes of 100 mm, septic tank & dispersion trench are to be provided as required.
9. **ELECTRIFICATION**: Internal & External Electrification to be provided with necessary suitable Tube light fittings and Fans. PEG godown owner should use energy efficient lighting devices, mainly LED lights in place of Compact Fluorescent Lamp (CFL) and Incandescent Lamp (ICL).
- I. **WEIGHBRIDGE & CABIN ROOM**:: Electronic Lorry weigh bridge of 40 / 60MT capacity (as per FCI requirement) of reputed make shall be installed. Cabin room of size 3.3m X 4.8m shall be provided.
- J. **SANTRY POST** : A watchman hut of minimum size 1.2m X 2m is to be provided near the main gate including electrification or size of watchmen hut may be increased as per the site requirement.
- K. **LAND REQUIREMENT FOR CONVENTIONAL TYPE STORAGE GODOWNS (IN IDEAL SHAPE)**:
 - a) First 5,000 M.T Capacity = 2.0 Acres.(approx)
 - b) Further 1.70 acres additional land will be required for an increase of 5,000 MT capacity godown each.

Note: The plot of land shall be as far as possible rectangular shaped. In case of railway siding godowns, the length of the plot should be enough to accommodate full rake facility in single placement.

The above land requirements are Minimum and it may vary depending upon the shape and topography of the land.

- L. **INSPECTION OF GODOWN**: The construction work of the godown will be inspected by a Committee of officers:
 - i) Civil Engineer to be nominated by GM, FCI of the Region.
 - ii) Civil Engineer nominated by MD of nodal agency. .

Check List for inspection of Food Storage Godowns under PEG Scheme:

| Layout Stage | | |
|-------------------------|--|--------|
| (i) | Whether the orientation of building at site is as per submitted plan. | Yes/No |
| (ii) | Whether the space for peripheral roads and other services is available. | Yes/No |
| (iii) | Whether the layout supports the overall drainage plan of the vicinity. | Yes/No |
| (iv) | Whether layout at site meets the basic dimension of the godown. | Yes/No |
| (v) | Whether structural drawings are available- a) If yes, whether the structural designing has been carried out by Structural Engineer. b) If no, the target date of receipt of structural drawing | Yes/No |
| (vi) | Whether drainage plan has been prepared | Yes/No |
| (vii) | Whether approval from local body is required If yes, the copy of approved plan | Yes/No |
| (viii) | Whether the agency has submitted the work programme if yes, whether the target date commensurate to offer | Yes/No |
| (ix) | Whether all required T&P has been placed at site | Yes/No |
| (x) | Whether sufficient construction material has been arranged by the agency | Yes/No |
| (xi) | Whether observations/deficiencies noticed a previous inspection have been attended to | Yes/No |
| (xii) | Note on deficiencies/observations are to be attended to | |
| Lintel Level | | |
| i) | Whether all the material has been stored/sacked in a proper way | Yes/No |
| ii) | Whether all the material has been tested before use as per codal provisions. | Yes/No |
| iii) | Whether the foundation work has been carried out as per Lay out | Yes/No |
| iv) | Whether the RCC columns are placed as per the approved drawing | Yes/No |
| v) | Whether quality of brick/RCC is satisfactory | Yes/No |
| vi) | whether the progress is commensurate with the work programme submitted by the agency | Yes/No |
| vii) | Note on deficiencies/observations are to be attended to. | |
| Roof Level | | |
| i) | Whether observations/deficiencies noticed in previous inspection have been attended to. | Yes/No |
| ii) | Whether all the material has been stored/stacked in a proper way | Yes/No |
| iii) | Whether all the material has been tested before use as per codal provisions. | Yes/No |
| iv) | Whether the roads/ancillary buildings are being constructed as per the site requirement and the progress is commensurate with the progress of main godown. | Yes/No |
| v) | Note on deficiencies/observations are attended to | Yes/No |
| vi) | In view of any deficiency noticed, the building is fit to take over. | Yes/No |
| Completion Level | | |
| i) | Whether roofing is complete with all ancillaries such as wing tie etc. | |
| ii) | Ventilators are as per the requirement | Yes/No |
| iii) | Whether rolling shutters are functional | Yes/No |
| iv) | Whether Road work is completed | Yes/No |
| v) | Whether electricity connection/water supply etc. completed. | Yes/No |
| vi) | Whether drainage work is complete | Yes/No |

| | | |
|-------|--|--------|
| vii) | Whether boundary wall/security gate has been completed | Yes/No |
| viii) | Whether this building is fit for occupation | Yes/No |
| ix) | If yes, the likely date of occupation. | |
| x) | If no, what is the extent of deficiency? App. Time frame for removal and what is target date of taking over. | |

Use of PEB (Pre – Engineered Building):

The investors will also have the option to go for Pre – Engineered Building structure for construction of godown under PEG Scheme with following specifications as proposed by CWC and endorsed by Engineering Division of FCI, Hqrs. However, the PEB is not mandatory and it is optional: -

- A.** Long walls and gable walls are to be constructed in brick / stone masonry upto a height of 10 feet above plinth level.
- B.** Vertical cladding is to be provided over brick / stone walls above 10 feet height on all long walls and gable walls preferably with 50 mm thick profiled double skimmed poly urethane insulated sheets consisting of inner side made of micro ribbed pre coated galvanized steel sheets / galvalume sheets of 0.45 mm BMT and outer side made of pre coated galvanized sheets 0.50 mm BMT. Such insulated vertical cladding is useful in controlling outside heat due to radiation.
- C.** The roofing of the godowns would be provided with minimum 0.50 mm pre-coated profiled galvanized steel/ galvalume sheets with turbo ventilators as per design requirement.
- D.** The PEB structures for godowns need to be structurally designed by govt. engineering institute, as per site conditions.

This is again reiterated that use of PEB structure is optional and investors will also have the option to go for unchanged specification (without PEB structure) as per “Specification proposed for construction of conventional type godowns by Private Parties” mentioned in the Schedule – I of the MTF.

The investor shall be responsible for WDRA registration of the godown.

Proforma-A

Proforma of Bank Guarantee to be furnished alongwith Earnest money Deposit as supplementary guarantee where land is proposed to be acquired within the stipulated period

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ between _____ (Name of Bank) having its registered office at _____ (place) and one of its local offices at

_____ (hereinafter referred to as the Surety), and State Warehousing Corporation, a body corporate, constituted under ----- and having its Head Office at (hereinafter referred to as "NODAL AGENCY").

WHEREAS M/s..... (hereinafter referred to as „E-Tenderer“) a Company/Firm registered under _____ (if applicable) and having its registered office at _____ is bound to furnish Supplementary Guarantee in the form of Bank Guarantee with "NODAL AGENCY" in connection with submission of E-Tender for construction of godowns for Storage Requirements of the State for DCP stocks to be managed and supervised by "NODAL AGENCY" for a minimum guaranteed lease of Five years on Build, Own & Operate/lease basis for -----MT capacity for storage of food grains at (locations).

WHEREAS the E-Tenderer as per clause no. ... of terms and conditions of the E-Tender No..... dated has undertaken to produce necessary documents evidencing acquisition of land by way of ownership or execution of registered Lease in respect thereof as specified in the E-Tender within 120 days from the date of Acceptance of E- Tender and has agreed to furnish supplementary guarantee by way of Bank Guarantee for Rs.....

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above E-Tender made by the E-Tenderer to "NODAL AGENCY" hereby undertakes to guarantee payment on demand without demur to "NODAL AGENCY" and without notice to the E-Tenderer the said amount of Rs (Rupees...) within one week from the date of receipt of the demand from "NODAL AGENCY" on presentation of this deed of guarantee which the E-Tenderer is bound to furnish with "NODAL AGENCY" towards supplementary guarantee in connection with his E- Tender.
2. This guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the E-Tenderer and by dissolution or any change in the constitution of "NODAL AGENCY" , E-Tenderer or the Surety.
3. "NODAL AGENCY" shall be eligible to make any claim under this guarantee if the E-Tenderer after submitting his E-Tender, resiles or modifies his offer before acceptance thereof or fails to produce documents evidencing acquisition of specified land by way of

ownership or registered Lease within stipulated period of 120 days or violates any the terms and conditions of the contract after acceptance of the E-Tender. "NODAL AGENCY" 's decision in this regard shall be final and binding.

4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment there under and the E-Tender shall have no claim against Surety for making such payment.
5. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of "NODAL AGENCY" in writing.
6. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs (Rupees...).
7. This guarantee shall remain in force and effective upto and shall expire and become ineffective only on written intimation given to the Surety by "NODAL AGENCY" for this purpose and in that case this guarantee shall stand discharged.
8. The Surety shall pay to the "NODAL AGENCY" any money so demanded notwithstanding any dispute or disputes raised by the E-Tenderer against "NODAL AGENCY" , Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee being absolute and unequivocal.
9. Any forbearance, act or omission on the part of "NODAL AGENCY" in enforcing any of the conditions of the said E-Tender or showing of any indulgence by "NODAL AGENCY" to the E-Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the written intimation thereof being given to the Surety by "NODAL AGENCY" .
10. Not with standing anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under guarantee thereafter.
11. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank.

(Banker's Name and Seal)

ANNEXURE -I

Lease Agreement between “NODAL AGENCY” and Investor

(To be executed at the time of taking over the godown by “NODAL AGENCY” after the godown is complete in all respect)

THIS AGREEMENT made on this the day of 2023 between M/s(name & address of the Investor), (hereinafter called “Lessor” which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and -State Warehousing Corporation, a body corporate under the (hereinafter called the “Lessee” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

WHEREAS pursuant to the offer of Five years guaranteed hiring given by the Lessee for using the godowns to be constructed with private participation and whereas Lessee floated E-Tenders for the same and after the acceptance of the said E-Tender a valid contract dated _____ has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the E-Tender and as the Lessor since completed the Construction and handed over the possession of godown at (complete address of godown) of capacity to Lessee.

WHEREAS the Lessor has furnished Bank Guarantee for Rs.(@Rs.per MT for full capacity of the godown) bearing No.....date.....issued by.....(name of the bank) and valid till

.....

Now this agreement witnesseth as follows:

1. The lease shall remain in force for a period of Five years, from the date of taking over the possession of the said godown. The Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy @ of Rupees-----/Qtl. Per month totaling to an amount of Rupees ----- /Month and there will be no enhancement of rent during the agreed period of Five years. The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual

possession, as per request of the party/bank. The Lessee shall have the liberty to release the godowns after the guarantee period of Five years.

2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
3. It shall be the responsibility of the Lessor to ensure that Bank Guarantee furnished at the time of execution of this Lease shall remain continuously valid during the currency of lease period and six months thereafter. "NODAL AGENCY" will independently verify the genuineness of bank guarantee as well as its extensions from time to time as furnished by the E-Tenderer.
4. If the Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Tenderer or to appropriate the security deposit furnished by the E-Tenderer or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
5. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.
6. In case the godown or any part thereof becomes unstorage worthy, "NODAL AGENCY" shall notify the same to the E-Tenderer and the E-Tenderer shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorage worthy for the period the premises remained unstorage worthy. In case the E-Tenderer delays or fails to carry out the repairs as above, "NODAL AGENCY" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "NODAL AGENCY" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorage worthy.
7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract,

by giving Thirty days notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.

8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent, if required, only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
10. Lessee shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
11. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the noncompliance of any such rules/law.
12. It shall be the responsibility of the lessor to deposit the GST (if applicable)with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number .
13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
14. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.

15. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
16. The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost and also provided Fire Fighting System as per Government Norms.
17. The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
18. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents or affiliates.
19. The local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf shall allow the lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.
20. The lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom. Lessee is hiring these spaces for keeping its own food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.
21. The terms of this lease deed shall be governed, construed, interpreted and enforced in

accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.

22. PERFORMANCE GUARANTEE:-

- a. The lessor shall furnish security @ **Rs.50 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of lease agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The Bank Guarantee shall be in the prescribed form and should be issued by any Scheduled commercial bank.
- b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of clear "No demand Certificates" by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.
- c. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.

23. SET OFF

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

24. FORCE MAJEURE

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

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

(a) Procedure for Force Majeure

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

(b) Prolonged Force Majeure

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

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

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

Name & Designation of Lessee

Witnesses:

- 1.
- 2.

Name and address of Lessor

Witneeses :

- 1.
- 2.

Lease and Services Agreement between “NODAL AGENCY” and Investor

ANNEXURE -II

(To be executed at the time of taking over the godown by “NODAL AGENCY” after the godown is complete in all respect)

THIS AGREEMENT made on this theday of.....2023 BETWEEN M/s(name & address of the Investor), (hereinafter called “Lessor” which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and - State Warehousing Corporation, a body corporate under the (hereinafter called the “Lessee” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

WHEREAS pursuant to the offer of Five years guaranteed hiring given by the Lessee for using the godowns to be constructed with private participation and whereas Lessee floated E-Tenders for the same and after the acceptance of the said E-Tender a valid contract dated has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the E-Tender and as the Lessor since completed the Construction and handed over the possession of godown at

..... (complete address of godown) of capacity to Lessee. Now his agreement witnesseth as follows:

1. The lease shall remain in force for a period of Five years. The Lessee shall have the liberty to release the godowns after the guarantee period of Five years.
2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
3. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee

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

4. In case the godown or any part thereof becomes unstorageworthy, "NODAL AGENCY" shall notify the same to the E-Tenderer and the E-Tenderer shall carry out the necessary repairs immediately at his cost to make the premises storageworthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorageworthy for the period the premises remained unstorageworthy. In case the E-Tenderer delays or fails to carry out the repairs as above, "NODAL AGENCY" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "NODAL AGENCY" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorageworthy.
5. Lessee may terminate the contract at any time during its currency, in case the Lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving thirty days notice in writing to the Lessor at their last known place of residence/business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
6. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent if required only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
7. Whereas from the date of taking over the possession of the said godown the Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by Lessee @ of Rupees -----/qtl. Per month totaling to an amount of Rupees -----/Month and there will be an annual increase in rent @ 33% of percentage increase in Wholesale Price Index (WPI). The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank.

- 8.** The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, air- conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
- 9.** Lessor shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proof of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
- 10.** The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non-compliance of any such rules/law.
- 11.** It shall be the responsibility of the lessor to deposit the GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
- 12.** The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
- 13.** That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
- 14.** The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
- 15.** The lessor must keep the scheduled property and the stocks duly insured at all times during the agreement period at his cost.
- 16.** The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guaranteeperiod subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.

17. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs,

Taxes, duties, charges, levies and claims of any nature whatsoever as a result of arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents, affiliates.

18. **LIABILITY FOR LABOUR AND / OR PERSONNEL ENGAGED BY THE LESSORS:**

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

19. The lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom. Lessee is hiring these spaces for keeping its own Food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.

20. ACCOUNTS:-

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

21. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force.

22. PERFORMANCE GUARANTEE:-

a. The lessor shall furnish security @ **Rs.100 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of Lease and Services Agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The bank guarantee shall be in the prescribed form and should be issued by any Scheduled commercial bank.

b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of "No demand Certificates" by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.

c. It shall be the responsibility of the Lessor to ensure that Bank Guarantee remains continuously valid during the currency of the lease and six months thereafter.

d. The decision of the Lessee as to the amount determined for deduction will be final and binding on the lessor.

23. STORAGE LOSSES:

The Lessor will be responsible for abnormal storage losses at the time of dispatch of the stocks, if on an investigation by the Lessee the same are found to be because of the fault of the Lessor. The storage losses acceptable to "NODAL AGENCY" will be allowed and the value of unacceptable losses in storage will be recovered in the same manner as lessee deals with the storage losses/gains applicable to the DCP stocks of the state.

24. The lessor is liable to give delivery of stocks as and when required by the Lessee. In case of default for any reason except for any natural disaster, the lessee is entitled to deduct/recover the proportionate storage charges without prejudice to any other rights or remedies of the Corporation under the contract and law
25. **SET OFF:**
Any sum of money due and payable to the lessor under this lease may be set off against any claim of the Lessee for the payment of any sum of money arising out of this contract or under any other contract between the parties.
26. This Lease Deed comprises of the Lease Deed and its Appendix.
27. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.
28. The Lessor shall render all or any of the services given in given in the Appendix as and when necessary and as directed from time to time by the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, together with such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf and are not inconsistent with terms and conditions of this agreement.
29. **LIABILITY OF LESSOR FOR LOSSES SUFFERED BY LESSEE:**
- a. It shall be the responsibility of the lessor to ensure the data entry on daily basis in the software to be provided by Lessee for which necessary personnel with adequate knowledge of working on computers shall be provided by the lessor. In the event of any fault or defaults on any particular day/days on the part of the lessor in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the Lessee at the Warehouse, in his absolute discretion, without prejudice to other right and remedies under this lease, shall have the right to recover by way of compensation from the lessor up to Rs.1,000/-per day besides making temporary alternate arrangements at the cost of the lessor. This decision of the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, shall be final and binding on the lessor.
- b. In case of any shortage or damage / loss, to stocks for whatsoever reason while the same are in the custody of the lessor, or during the rail / road transit to and from the godown for which fault has been found attributable to lessor, he shall be liable to make good all the losses suffered by Lessee. The decision of Lessee in this regard, will be final and binding on the lessor.

c. The lessor shall be responsible for any loss, destruction or deterioration of food grains or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the

labourers or due to pilferage of food grains by their employees / labourers or due to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Lessee to the depositors on account thereof. He shall pay all claims, and also litigation expenses, if any, incurred by the Lessee immediately on demand without any demur. The Lessee shall have the right to deduct/recover the amount of such loss. The decision of the Lessee shall be final and binding on the contractors in this regard.

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

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

30. VOLUME OF WORK:

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

31. REMUNERATION:

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

32. The lessor shall be responsible for preservation of stocks in accordance with the Appendix.

33. The fool-proof security arrangements shall be made by the lessor in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the Lessor shall be liable to compensate the Lessee to the extent of economic cost of the stocks.

34. Lessor shall deploy its personnel to verify the correctness of the Receipt/despatch of stocks and the authorized representative of lessor will

duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the Lessee on the weight check memo, Register/Weighment sheets and the daily Transaction register; in addition to deploying workers for preservation & maintenance of stocks and Watch & Ward thereof.

35. The lessor shall provide all infrastructure required i.e., Dunnage Wooden Crates/Bamboo mats, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the Lessee and in compliance to Appendix.

36. The lessor will also require purchasing all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the authorized officer of the Lessee for this purpose. The lessor will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed off with the prior approval of the Lessee and also in the presence of the authorized representative of the Lessee.

37. In case of receipt of rain affected stocks of wheat/paddy the contractor/agency shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks for period of six months from the date of storage and it will be his responsibility subject to the condition that this period could be extended by mutual consent, otherwise the Corporation shall take over the stocks for its disposal or for further preservation.

38. The Lessor shall provide the following manpower: -

| Sl. no: | Capacity (In MT) | Clerks & Accountants | Security & Personnel | Sweepers |
|---------|------------------|----------------------|----------------------|----------|
| 1 | 10,000 | 2 | 3 | 4 |
| 2 | 20,000 | 4 | 5 | 8 |
| 3 | 30,000 | 5 | 6 | 10 |
| 4 | 40,000 | 7 | 8 | 12 |
| 5 | 50,000 | 8 | 10 | 14 |

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

| Depot category based on capacity | Average hardware Quantity | | | | |
|----------------------------------|---------------------------|-----|---------------|-----------------|-------------------------|
| | Desktop (with data card) | UPS | Laser Printer | Thermal Printer | Tablets (with SIM card) |
| 1670 MT | 4 | 4 | 3 | 1 | 3 |
| 5000 MT | 4 | 4 | 3 | 1 | 5 |
| 10000 MT | 4 | 4 | 3 | 1 | 5 |
| 20000 MT | 4 | 4 | 3 | 1 | 5 |

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

40. FORCE MAJEURE

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

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

(a) Procedure for Force Majeure

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

(b) Prolonged Force Majeure

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

- 41.** The contract will be governed by the laws in India for the time being in force. All disputes arising of this E-Tender, will be dealt in the Court of Law of Competent Jurisdiction

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

Name & Designation of Lessee

Witnesses:

1.

2

Name & Address of the Lessor

Witnesses :-

1.

2.

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

1. PRE- STORAGE STEPS:

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stocks. Therefore, before fresh stocks are received in the godowns, the Warehouse Manager / TA/JA should be fully prepared to receive it. In this connection, the Warehouse Manager/TA/JA 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 disinfestation of godowns.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan.
- v. Dunnage.
- vi. The compliances of all Statutory provisions what so ever is applicable (BIS/ FSSAI/ WDRA...etc) shall be ensured by the service provider.

2. CHECK UP OF GODOWNS:

In order to avoid the possibility of damage to the stocks to be stored, the Warehouse Manager/TA/JA should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. The godowns should be in perfect condition. All cracks and crevices should be filled in and cement plastered. Other possible points of leakages in walls and roof should be checked up and got closed so that water in Monsoon does not enter the godowns through these leakages and damage the stocks. If there are any rat borrows, Al Phosphide should be introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass.

The floor should be in plastered condition, leaving no scope of mixing of spilled grain with plastering materials/ loose gravels/ sands/any other foreign matter.

3. CLEANLINESS AND DISINFESTATION OF GODOWNS:

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infestation, it should be disinfested with Al. Phosphide or Deltamethrin spray or any other chemicals recommended by FCI.

4. DRAWING UP OF STACK PLAN:

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

- i. Maximum space is put to use for storage of stocks.
- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the godowns is drawn, as far as possible, the base area of all the stacks should be uniform as far as possible.
- iv. All ventilation points should be properly fitted with wire mesh / iron mesh to avoid entry of rodents/ birds/ monkeys in the godown.

5. STACK LINES:

The floor area may be divided into uniformly sized and serially numbered rectangular stack bases to build stacks. The stacks lines 2 inch broad drawn in white or black paint serves to mark the boundary of the proposed stack. While marking these stack bases care should be taken to leave 2ft. to 2.5 ft. wide alleyways between stack and walls or pillars for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

6. STACK SIZE:

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

7. DUNNAGE:

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

8. KIND OF DUNNAGE:

The dunnage materials are to be used as per the Guidelines on Usage of Dunnage Material for Storage of Foodgrains circulated vide letter No. QC.7/Dunnage Material/ 2018 Dated: 05.04.2022 containing therein DFPD letter No. F No. 16-2/2016fcipt (331614) dated 28.03.2022.

9. STACK CARDS:

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

10. COLLECTION OF SWEEPING:

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

11. STACKWISE REGISTER:

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

12. CARE OF GRAIN DURING STORAGE:

A. CLEANLINESS:

The 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.

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 EC Malathion 50% EC conforming to BIS Specification No.IS:2567-1978 with upto date amendments/ alternate chemicals as decided in FCI policy. | Contact poison | Dilution- 1:100; Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metre to control insects and avoid cross infestation. | Every fortnight |
| DELTAMETHRIN 2.5% W.P. conforming to BIS Specification No.IS:13457-1992 with upto date | Contact Poison | Dilution- 40gms/Litre ; Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metre to control insects and avoid cross infestation. | -On stock after every three months. -As prophylactic treatment to dead space, walls & roofs etc, |

| | | | |
|---|--|--|-------------------------------------|
| amendments/ alternate chemicals as decided in FCI policy. | | | monthly/ as per recommendations. |
|---|--|--|-------------------------------------|

E. DETERMINATION OF SURFACE:

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

F. SEPARATE STORAGE FOR DIFFERENT COMMODITIES:

As far as possible each commodity should be stored in separate godown. This may not always be possible. But the important rule to remember is that hazardous goods and commodities requiring different storage and preservation methods are to be stored in separate godowns.

G. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:

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

H. 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:-

1. Check up godown walls, roof and floor.
2. Check up peripheral, top and bottom layer bags in case of bag storage.
3. Check up of representative sample of each stack.
4. Check up of stocks of different depths/sides in case of bulk storage.

I. DURING INSPECTION IT SHOULD BE ASCERTAINED WHETHER :-

- 1) Proper standard of godown hygiene and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown is 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.
- 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) 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 brushing has been done.
- 14) There is any rat trouble in the godowns.
- 15) There is use of proper dunnage material.

The above are general guidelines to be followed during fortnightly inspection and are not exhaustive. Any other relevant point pertaining to quality and quantity of stocks should also be covered during the inspection.

The observations made during inspection should be recorded. 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 D.O Office.

J. FUMIGATION :

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

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

| 5-7 days Dosage | Remarks |
|--|--|
| Fumigation under Gas Proof cover 3 tablet or 9 gms per MT. of stocks | Immediately when the infestation of pests is noticed and pre-monsoon fumigation before the onset of monsoon. |

After fumigation is carried out, it should be noticed if there are any crawling insects on the top of stacks or on sides, if fumigated, under gas proof cover it should be presumed that the fumigation operation has not been successful. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed purchased with the Regional Manager concerned.

Pre-monsoon Fumigation of entire stock to be undertaken mandatorily irrespective of infestation level, before onset of monsoon.

Post Fumigation spray to be imparted with Deltamethrin to avoid cross infestation.

The Agency/Contractor 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 Divisional Office and also in the presence of the Authorized Representative of FCI.

K. TREATMENT FOR RAIN AFFECTED STOCKS:

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

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

The movement/ delivery of the stocks shall be done in accordance with the priority given by FCI.

14. BRIEF DISCRIPTION OF WORK:

i. The agency/Contractor shall be responsible for any losses on account of downgradation/deteriorations of the stocks.

ii. The joint-locking system will be adopted i.e. one set of keys shall be held by the in-charge of the complex of godowns of a particular unit Warehouse Manager / Technical Assistant or any other Official(s) authorized on his behalf and the other set of keys shall be held by the Agency/contractor's authorized representative. The investor shall deploy its personnel to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of investor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the nodal agency in the prescribed records, in addition to deploying workers for preservation of stocks and Watch & ward thereof.

iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason and cause, while the same are in the custody of the contractors, the contractors shall be liable to make good to the nodal agency the value of the goods including, penalties and fines as are leviable by the nodal agency/ FCI for such shortage of damage or loss etc. In addition, if there is any reason for suspicion of collusion of the contractors or his employee in such losses or damage, the nodal agency /FCI at its discretion may levy a penalty as deemed fit. The action taken by the nodal agency /FCI will be final and binding on the contractors.

iv) The agency/contractor shall also ensure receipt/dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the agency / contractor for any default in this regard will be governed as per the instructions / procedure of FCI.

All instructions of FCI as amended from time to time shall be binding on the investor/ contractor.

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

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE INVESTOR IN THE GODOWNS - 10,000 MT CAPACITY AS A UNIT:

| .N. | Name of the item/article | Specifications | Approximate Quantity Required |
|-----|--------------------------|----------------|-------------------------------|
|-----|--------------------------|----------------|-------------------------------|

| | | | |
|-----|---|---|---|
| 1. | Wooden Crates | As per specifications enclosed of each crate of 5" x 3" in size | 40 wooden crates per stack i.e. 2880 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 weightment | With weights, pans, chains and tripod stand approved by Weight and Measures Dept. | 2 sets |
| 5. | Power sprayers | | 2 Nos |
| 6. | Moisture meter with printing facilities (calibrated) | Universal Model/ As specified by FCI | 1 No: (Consuming Regions) 2 No: (Procuring Regions) |
| 7. | CLTF Covers BIS specification No. 14611 of 2016 with upto date amendments qualifying fumigation retention test as per BIS: 13217-1991 with upto date amendments | Size 32"x21"x17" Average | 24 Nos |
| 8. | Sand Snakes | Length 40" with dia of 7" | 1600 Nos |
| 9. | Pokers(iron ake) | | 4 |
| 10. | Enamel Plates | | 4 |
| 11. | Sieve set (<u>non-corrosive material</u>) | | 1 |
| 12. | Thermometer (Calibrated) | | 1 |
| 13. | Ladder | | 1 |
| 14. | Bucket | 20 Litres Capacity | 2 |
| 15. | Mug | 1 Litre capacity | 2 |
| 16. | Measuring Glass | 100 ml capacity | 2 |

| | | | |
|---|---|--|--|
| 17. | Petridish & Test tube | | 10 each |
| 18. | Portable Balance With Weight Box (calibrated) | | 2 |
| 19. | Sample Divider | | 2 |
| 20. | Dial Caliper | | 1 |
| 21. | Aluminum Phosphide | Each tablet of 3 grms (for fumigation purpose) | 100 Kgs per fumigation for 10,000 MT (maximum 4 rounds of fumigation in a year) i.e. 400 Kgs per year. |
| 22. | Deltamethrin/ alternate chemical and SOP as prescribed by FCI from time to time. | Once in 3 months or after fumigation (for spraying) or as prophylactic treatments to dead spaces, walls & roofs. | Minimum 20 kg per 3month/ as per usages |
| 23. | Malathion 50 EC/ alternate chemical and SOP as prescribed by FCI from time to time. | Fortnightly | Minimum 20 Liters per 3 months/ as per usages |
| <p>Adequate quantity of Chemicals shall remain available in Depot for treatment of stocks equivalent to three months, as per the capacity of godown.</p> <p>Alternate chemicals as recommended by FCI/ DFPD would also made be available to preserve the stock.</p> | | | |

APPENDIX -II

This deed of guarantee made this _____ day of _____ between _____ (Name of Bank) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and State Warehousing Corporation, a body corporate, constituted under _____ and having its Head Office at _____ (hereinafter referred to as "NODAL AGENCY").

WHEREAS M/s..... (hereinafter referred to as „Lessor“) a Company/Firm

registered under _____ (if applicable) and having its registered office at _____ is bound as per clause no. ... of terms and conditions of the contract awarded against E-Tender No.....dated..... vide acceptance letter No.....dated to furnish a Performance Guarantee by way of Bank Guarantee for Rs.....(Rupees...only) @ Rs.....Per MT at the time of execution of Lease Agreement for due performance of all obligations under the said Agreement.

NOW THIS WITNESSETH:

1. That the Surety hereby undertakes to guarantee payment on demand without demur to "NODAL AGENCY" and without notice to the lessor the said amount of Rs (Rupees.....) within one week from the date of receipt of the demand from "NODAL AGENCY" on presentation of this deed of guarantee .
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Lessor and by dissolution or any change in the constitution of "NODAL AGENCY" /Lessor or the surety
3. The Surety shall pay to the "NODAL AGENCY" any money so demanded notwithstanding any dispute or disputes raised by the Lessor against "NODAL AGENCY" , Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee being absolute and unequivocal.
4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment there under and the Lessor shall have no claim against Surety for making such payment.
5. The Surety further agrees and undertakes that the Guarantee herein contained shall remain in full force and effect during the period of said Lease Agreement and that it shall continue to be enforceable till all the dues of the "NODAL AGENCY" under or by virtue of the said Lease Agreement have been fully paid and its claims satisfied or

discharged or till "NODAL AGENCY" certifies that the terms and conditions of the said Agreement have been fully and properly complied and carried out by the said Lessor.

6. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of "NODAL AGENCY" in writing.
7. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs (Rupees...).
8. This guarantee shall remain in force and effective upto..... and shall expire and become ineffective only on written intimation given to the Surety by "NODAL AGENCY" for this purpose and in that case this guarantee shall stand discharged.
9. Any forbearance, act or omission on the part of "NODAL AGENCY" in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by "NODAL AGENCY" to the „Lessor“ shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the written intimation thereof being given to the Surety by "NODAL AGENCY" .
10. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under guarantee thereafter.
11. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

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