



Food Corporation of India

# **FOOD CORPORATION OF INDIA HEADQUARTERS : NEW DELHI**



**Engagement of service provider to carry out Preservation,  
Maintenance and Security (PMS) services in  
Godowns constructed by FCI in North East Zone & Other  
States**



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Food Corporation of India

(For publishing in Newspapers)

**FOOD CORPORATION OF INDIA**

Tender Serial No.:.....

Dated.....

**FOOD CORPORATION OF INDIA; REGIONAL OFFICE.....  
INVITES TENDERS FOR PRESERVATION, MAINTENANCE & SECURITY (PMS)  
SERVICES AT FCI DEPOTS/GODOWNS AT THE FOLLOWING LOCATIONS FOR A  
PERIOD OF THREE YEARS**

S.No.	FCI District	Revenue District	Location	Capacity in MT

A Last date for submission of tender up to ----- P.M. on-----

B Tender to be opened at -----PM on -----

The tender documents & other details are available on the website <https://eprocure.gov.in/eprocure/app> from .....to..... FCI reserves the right to scrap the tender enquiry at any stage without assigning any reason and FCI will not be liable for any costs and consequences incurred by the intending Service Provider.

General Manager  
FCI Regional Office ...



Food Corporation of India

# **Part – A**

# **Technical Bid**



### **Disclaimer**

The information contained in this Bid document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of FCI or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. FCI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Bid document is not an agreement. The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the FCI in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the FCI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, do analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

FCI, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Selection Process.

FCI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Bid document.



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FCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid document.

The issue of this Bid document does not imply that FCI is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and FCI reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FCI, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and FCI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

General Manager (Region)



Food Corporation of India

## Food Corporation of India

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

Dated \_\_\_\_\_

### DETAILED NOTICE INVITING TENDER

Dear Sir(s),

For and on behalf of the Food Corporation of India online bids in the prescribed Bid Document under two bid system are invited from interested, eligible bidders for “Appointment Of **Preservation, Maintenance & Security** (referred as PMS hereafter) Service Providers at FCI depots” in \_\_\_\_\_ Region of FCI. No manual bids shall be accepted.

The assignment will be for a period of **three year** from the date of issue of acceptance letter. **The bidder shall submit separate bid for each location/site.**

The Bid Document and other detailed terms & conditions are available on the Food Corporation of India website [www.fcweb.nic.in](http://www.fcweb.nic.in) (for reference only) as well as at <https://eprocure.gov.in/eprocure/app> (for reference and online bidding).

Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>’.

The last time and date for submission of the online Bids is \_\_\_\_ PM of \_\_\_\_\_ and Technical Bids will be opened online at \_\_\_\_\_ P.M. on the same day in the presence of the intending bidders/their authorized representatives who may wish to be present.

Bids to remain open for acceptance up to and inclusive of 60 days from the date of opening of the Bid. The Food Corporation of India, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.

The prospective bidders are advised to refer to the CPPP website for any modification to the Bid Document and the bidders shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.

The bidders shall deposit along with the Technical Bid through RTGS / NEFT/ ELECTRONIC MODE an amount of Rs. ....../-(Rupees ..... only) towards Earnest Money and INR 500/- (Rupees Five Hundred only), inclusive of taxes towards non-refundable Bid Fee in the Food Corporation of India, Regional Office \_\_\_\_\_ CC Account No \_\_\_\_\_, IFSC Code No. \_\_\_\_\_ in \_\_\_\_\_ (name of the





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Bank) Bank at \_\_\_\_\_ (name of the Branch) Branch of \_\_\_\_\_ (City) and the scanned copy / soft copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit shall be uploaded along with the Technical Bid. Tenders not accompanied by prescribed Earnest Money shall be summarily rejected.

Food Corporation of India reserves the right to cancel the Bid enquiry at any stage without assigning any reason and FCI will not be liable for any costs and consequences incurred by the intending Service Provider.

Conditional Tenders will be summarily rejected and the EMD shall be forfeited.

The offers submitted would be governed by the terms & conditions as laid down in the prescribed Tender Form in addition to the terms & conditions indicated herein. There would be no negotiations.

General Manager  
FCI Regional Office....



**FORWARDING LETTER**

From  
(Full Name of the bidder Organization) -----  
Address -----  
-----  
-----  
-----  
Phone No.: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email id: \_\_\_\_\_  
Website: \_\_\_\_\_

To  
  
The General Manager (Region.)  
Food Corporation of India  
Regional office:  
\_\_\_\_\_

Dear Sir,

1. With reference to your Bid No. \_\_\_\_\_ dated \_\_\_\_\_ I/we submit the Online Bids under two-bid system for Appointment of PMS Service Providers at the .....Location/ Godowns as per FCI norms for a period of three years.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 60 days from the date of opening of the Financial Bid and to the extension of the said date by another 30 days in case it is so decided by FCI. I/We shall be bound by communication of acceptance of the offer dispatched by FCI within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for FCI, the offer will remain open for acceptance till the next working day.
4. I/We hereby upload along with the Technical Bid the scanned copy / soft copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of depositing INR .....**(Rupees ....only)** towards Earnest Money and INR 500/- (Rupees Five Hundred only), inclusive of taxes, towards Bid Fee in the stipulated FCI account.



5. In the event of my/our Bid being accepted, I/We agree to furnish, within **15 (fifteen)** working days from the date of issue of acceptance of the Bid, Security Deposit as stipulated in the Bid.
6. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.
7. I/We do hereby declare that the bidder Firm/ Organization/ Company has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.  
(\* )

OR

I/We hereby declare that the bidder entity was blacklisted/ debarred by \_\_\_\_\_ (here give the name of the Department/Agency) for a period of \_\_\_\_\_, which period has expired on \_\_\_\_\_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(\* )

(\* ) (Strike out whatever is not applicable)

8. I/We hereby declare that the contract entered into by the bidder entity with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.
9. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm / Company has not been forfeited or adjusted by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions.
10. I/We hereby declare that the Bidder entity, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
11. I/We certify that all information furnished by the bidder entity is true & correct and in the event that the information is found to be incorrect/untrue, the FCI shall have the right to disqualify the entity without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the FCI may have under the Contract and Law.

(Signature of Bidder)  
(Authorized Signatory)  
(Seal of Bidder entity)



Food Corporation of India

## INVITATION TO TENDER

From  
The General Manager  
FCI, Regional Office ...

(FULL ADDRESS OF FCI OFFICE WITH TELEPHONE NOS.)

Sub: Tender for providing PMS services at the FCI godowns for a period of **three years.**

To

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

Dear Sir (s)

On behalf of Food Corporation of India (Hereinafter referred to as Corporation ), General Manager, FCI, R.O ( ..... ) invites Tenders under Two Bid system from Service Providers (hereafter called Service Provider) for Preservation, Maintenance and Security of its stocks in godowns for a period of **three Years**. At various locations as indicated in **Annexure –I**.

If you are interested to participate in accordance with the requirements of the Tender, please submit your online tender at the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app?>



## INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION:

The Food Corporation of India was set up under an Act of Parliament, the Food Corporations Act, 1964 (Act No. 37 of 1964) in order to fulfill following objectives of the Food Policy of the Government of India:

- a) Effective price support operations for safeguarding the interests of the Farmers;
- b) Distribution of food grains throughout the country for public Distribution System and other Schemes of Government of India; and
- c) Maintaining satisfactory level of buffer stocks of food grains to ensure National Food Security.

- 1.1 The above objectives of the National Food Policy are being achieved by the Corporation through its main operations of procurement, transportation, storage and distribution of foodgrains. FCI played a significant role in India's success in transforming the crisis management oriented food scenario into a stable food security system, providing farmers with remunerative prices through procurement of food grains (Rice & Wheat), distribution of food grains throughout the country for the Public Distribution System (PDS), particularly to vulnerable sections of the society, and also maintaining buffer stocks of food grains in order to ensure National Food Security.
- 1.2 The High Level Committee constituted by GoI for reorienting the role and restructuring of FCI has recommended that FCI should outsource its stocking operations to various agencies such as Central Warehousing Corporation, State Warehousing Corporation, Private Sector under Private Entrepreneur Guarantee (PEG) scheme, and even state governments that are building silos through private sector on state lands (as in Madhya Pradesh). It should be done on competitive bidding basis, inviting various stakeholders and creating competition to bring down costs of storage.

### 2. ADDRESS FOR CORRESPONDENCE:

- 2.1 The address for correspondence with the Corporation will be as indicated above. For all purpose of this contract the address of the Service Provider mentioned in the bid document shall be the address to which all communications to the Service Provider shall be sent, unless the Service Provider has notified a change by a separate letter through Registered Post/Speed post Acknowledgement-Due.
- 2.2 The Service Provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

### 3. OBJECT OF THE CONTRACT:

Appointment of Service Provider to carry out Preservation, Maintenance & Security of the stocks in the godowns indicated in **Annexure-I** as per FCI norms



indicated in **Annexure-II** together with such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the Corporation and are not inconsistent with terms and conditions.

#### **4. PERIOD OF CONTRACT**

The contract shall remain in force for a period of Three Years. If zero stock level is not achieved during the last month of the original contract period, FCI may at its discretion extend the contract for such further period required to liquidate the stocks but not exceeding three months on the same terms and conditions which shall be binding on the Service Provider.

#### **5. SCOPE OF WORK**

The Service Provider to be engaged shall be responsible for preservation and maintenance of stocks in accordance with the instructions/guidelines of FCI as is in force and as may be amended from time to time.

- 5.1 The Service Provider shall be responsible for maintenance of both quantity and quality of foodgrains/stocks entrusted to him.
- 5.2 The Service Provider shall be responsible to keep the godowns fit for storage of food grains during the contract period. That the Service Provider shall not carry out any additions or alternations to the buildings, fittings and fixtures except as may be necessary for the installation of necessary utilities such as Computer/AC. The Service Provider shall be responsible for handing over vacant & peaceful possession of the godown along with all fixture & fittings in as good and serviceable condition as they were at the time of taking possession except natural wear and tear.
- 5.3 All repair work for upkeep of godown in storage worthy condition shall be carried out by the Service Provider at its own cost. Urgent repairs concerning damage/deterioration to food grains and concerning safety of manpower/labour has to be carried out immediately by Service Provider. In case the Service Provider delays or fails to do the repairs as above, FCI will be at liberty to get the work done at the risk and cost of the service Provider in addition to recovering the loss incurred due to delay in carrying out the repairs from the PMS charges payable/ Security Deposit.
- 5.4 The Service Provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks, if levied by FCI at the time of taking over of the stocks.
- 5.5 The full-proof security arrangements shall be made by the Service Provider in respect of the stocks and godown and in case of any defalcation/shortage of stocks, the Service Provider shall be liable to compensate the Corporation to the extent of last available Economic cost/provisional Economic cost of commodity.



- 5.6 The Service Provider will be required to take immediate action to rectify the discrepancies/irregularities pointed out by FCI within the period specified in the notice served by FCI failing which FCI will be at liberty to recover the amount of losses and/or get the work done at the risk and cost of the Service Provider as the case may be.
- 5.7 Service Provider shall deploy its personnel to verify the correctness of the Receipt/dispatch of stocks and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the representative of FCI on the weight check memo and Register/Weighment sheets; in addition to deploying workers for preservation & maintenance of stocks and Watch & Ward thereof.
- 5.8 The Service Provider shall provide all infrastructure required i.e. Dunnage Wooden Crates/polypallets, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipment's required for proper storage and imparting of chemical treatment to the stocks, locks, weighing scales and all other equipment' as may be required for proper safety and upkeep of health of stocks etc., in accordance with the norms of FCI.
- 5.9 The Service Provider shall also provide adequate number of Computers and peripherals with internet facility.
- 5.10 It shall be the responsibility of the Service Provider to ensure the data entry on day to day basis through the software to be provided by FCI for which necessary personnel with adequate knowledge of computers shall be provided by the Service Provider.
- 5.11 The Service Provider shall engage at least one technical person for preservation and maintenance of stocks for every 5000 MT capacity or part thereof having qualification and minimum experience as per Annexure-III.
- 5.12 The Service Provider shall also purchase all insecticides required for maintenance of health of stocks well in advance.
- 5.13 The Service Provider 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 of with the prior approval of the Area Manager, FCI and also in the presence of the authorized representative of the Area Manager, FCI. Necessary documentation for such disposal shall be jointly signed by FCI and the Service Provider.
- 5.14 The Service Provider shall maintain an inventory of chemicals equivalent to the requirement for imparting treatment to stocks for at least 3 months at any given point of time.
- 5.15 The Service Provider shall be responsible to perform any other allied work in furtherance of the assignment as instructed by FCI at no extra cost.
- 5.16 The service Provider will be responsible for any losses including abnormal storage losses which would be beyond the standards prescribed by the FCI. The losses will be worked out at the time of dispatch of the stocks. Such storage losses



over and above the norms prescribed by FCI will be recovered from payments due or Security Deposit of the service Providers as the case may be.

## **6. PREPARATION OF BIDS:**

- 6.1 Bids shall be submitted in English only .The tenderer should submit/upload the tender documents, including Invitation to tender intact, duly filled in completed including the Annexures. Incomplete tender in respect of required documents or information is liable to be rejected.
- 6.2 In the event of the space being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the Tender No. and should have full signature of the tenderer/Service Provider. In such cases reference to the additional pages must be made in the Tender Form.

## **7. VALIDITY OF BIDS:**

Bids shall remain open and valid for acceptance up to 60 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of FCI and such extension shall be binding on the Bidders. The EMD of the Bidder not keeping the offers open for the prescribed period shall be forfeited without prejudice to any other rights and remedies of FCI against the bidder and will be debarred from participating in any other Bid Enquiry with FCI for a period of five years.

## **8. SIGNING OF BIDS:**

- 8.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as partner of the firm/LLP, or as a Secretary / Manager / Director etc., of a Company etc.
- 8.2 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners or duly authorized person on behalf of all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 8.3 In case of companies/LLP, the names of all the Directors/Partners shall be mentioned and a self-attested copy of the Resolution passed by the Company/LLP authorizing the person signing the Bid to do so on behalf of the company/LLP shall be attached with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company/ Registered agreement of LLP, certificate of incorporation etc. Such resolution should be in clear and unambiguous terms providing the details & identity of the Authorized person and attest his signature.
- 8.4 The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall submit a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a





Notary Public in his favour, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. For this, a declaration in the format prescribed at Annexure-IV shall also be submitted by the bidder. If at any stage it is found that the person concerned had no such authority FCI may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.

- 8.5 If the person so signing the bids fails to produce necessary documentary proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Corporation under the law.
- 8.6 FCI will evaluate only those Bids that are received in the prescribed formats and complete in all respects. Incomplete and /or conditional Bids shall be summarily rejected. The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language only. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall only prevail.

## **9. CONSTITUTION OF SERVICE PROVIDER(S):**

- 9.1 Service Provider shall at the time of acceptance of offer declare, whether they are sole proprietary concern or registered partnership firm or company. The Service Provider shall also nominate a person(s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie. The Service Provider shall be required to submit 'Power of Attorney' in the favour of the person(s) so nominated whose act shall be binding on the Service Provider.
- 9.2 The Service Provider shall not during the currency of the contract make, without the prior approval of the Corporation, any changes in the constitution of the firm. The Service Provider shall notify to the Corporation the death/ resignation of the partners/directors immediately on the occurrence of such an event. In absence of such notice / approval, the Corporation shall have the right to terminate the contract. The Corporation is not liable for any action arising out of change of constitution of the firm.

## **10. QUALIFICATION / ELIGIBILITY CONDITION FOR TENDER**

- 10.1 Tenderer(s) which have prior experience in providing Preservation & Maintenance services for minimum 1000 MT of foodgrains/agricultural produce for at least four consecutive months in each of the immediate preceding three years. Tenderer should have successfully executed in any of



the immediate preceding five years the Preservation & Maintenance of foodgrains/agricultural produce work of value:

a. At least 50% of the estimated value of the contract to be awarded, in one single contract:

OR

b. At least 30% of the estimated value of the contract to be awarded, in each of the two different contracts.

10.2 Tenderer should have at least ten regular employees on its rolls out of which one employee should possess minimum qualification and experience of preservation and maintenance of foodgrains/agricultural produce as prescribed in **Annexure- III**

**Note:**

1. The year for the purpose of experience will be taken as Financial Year (1<sup>st</sup> April to 31<sup>st</sup> March) excluding the financial year in which tender enquiry is floated.
2. Experience certificate in the proforma prescribed at Annexure V shall be produced from customers stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.
3. The estimated value of the contract for the first tender shall be determined by the General Manager (Region) by taking Rs.1.60/Quintal /month as PMS charges for the total capacity of the godown.

## 11 DISQUALIFICATION CONDITIONS

Tenderers who have been blacklisted or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.

Any Tenderer whose contract with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.

Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.



While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.

## 12 EARNEST MONEY DEPOSIT (EMD)

The Tenderer has to deposit through RTGS / NEFT/ ELECTRONIC MODE an amount equivalent to 2% of estimated contract value i.e. INR .....(**Rupees ....only**) towards Earnest Money. The acknowledgment of depositing EMD has to be uploaded with the technical bid. **Tenders not accompanied by earnest money in the prescribed form shall be summarily rejected.**

The earnest money shall be liable to forfeiture if the tenderer after submitting his tender, resiles from his offer and/or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the Service Provider's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other right or remedies of the corporation under the contract and law.

In the event of the tenderer submitting the conditional tenders, the EMD of such tenderers will be forfeited. Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after decision on tenders. No interest shall be payable on the amount of earnest money in any case. **Earnest money amount of the successful bidder will be adjusted in the security deposit.**

## 13. SECURITY DEPOSIT

The successful tender(s) shall furnish, within fifteen working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The security deposit shall consist of-

- a) A sum equivalent to 50% of the value of the Contract (rate quoted by the bidder and accepted by the Corporation) or Rs. one lakh, whichever is higher, in the form of demand draft or Pay Order issued by a scheduled bank or through Electronic Clearing System(ECS)/ other electronic means in favour of the concerned General Manager, Food Corporation of India. The amount of Earnest money already deposited will be accounted for while calculating the Security deposit and only the balance amount will have to be deposited by the successful bidder. The Security Deposit shall not earn any interest.
- b) The Tenderer shall also furnish an irrevocable and unconditional Bank Guarantee equivalent to 50% of economic cost of Rice for full storage capacity of the godown issued by State Bank Of India or any of Its Associate Banks or by any Public Sector Bank in the format prescribed in **Annexure-VI** which shall remain valid and enforceable till six months after the expiry of the contract period. FCI 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 tenderer.

The security deposit will be refunded to the Service Providers on due and satisfactory performance of the services and on completion of obligations by the Service Providers under the terms of contract and submission of clear "No dues Certificates" by the concerned Area Manager, FCI, District office subject to such deductions from the security as may be necessary for making up the Corporation's claim against Service Provider. It is made very clear that no interest is payable on the amount of security deposit lying with FCI in any form under the contract. The decision of the General Manager, Region, FCI as of the amount determined for deduction from the security deposit will be final and binding on the Service Provider.

#### **14. SUBMISSION OF TENDER:**

- 14.1 Before the last date & time as notified, the bids shall be submitted online in two parts, viz., Technical bid and Price bid at Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>). The Bids complete in all respect along with duly filled Attachments including Appendices, Annexures, and Supporting Documents etc. are to be scanned and uploaded at the space/packet provided in the CPP portal by the Authorized Signatory as stipulated in the Bid Document. Hard copy of the Tender Documents will not be accepted/REPETITION. FCI may extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of FCI and the Bidders previously subject to the original deadline will then be subject to the new deadline.
- 14.2 The onus of ensuring fulfillment of the eligibility condition would be on the Bidder and any Bid, if subsequently found ineligible would be summarily rejected.
- 14.3 If any of the documents are found to be forged / fabricated at any stage or any concealment on the part of the Bidder is found at any stage, the FCI shall have the right to take action for blacklisting the bidder from participation in any tenders of FCI apart from initiating legal action under the applicable law for causing any loss/damage and to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that the Corporation may have under the Contract and Law.
- 14.4 The original/attested copies of the Attachments have to be submitted by the successful bidder on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal.
- 14.5 Price Bid submitted by the Bidder in BOQ format of only those bidders who qualify in the Technical bid would be opened.



- 14.6 The indicative list of documents to be submitted along with Bid is at **Annexure – VII.**
- 14.7 Bids which do not comply with these instructions shall be summarily rejected.
- 14.8 Price bid shall be prepared using the price bid template provided along with this Bid/bid in the websites.
- 14.9 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the tender terms will be summarily rejected.
- 14.10 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw offer at any stage after submission of the bids.
- 14.11 While preparing the Technical and Price Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect, FCI reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD/Security deposit.
- 14.12 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents, except Price Bid, shall be enclosed with the Technical Bid.
- 14.13 Bids along with Annexures/ supporting documents etc. must be serially numbered and signed (wherever applicable these should be digitally signed) by the bidder. The Bidders shall submit the scanned self-attested copies of the supporting documents along with the Technical bid document to enable the Corporation to verify & evaluate the bids. After evaluation of the online bids those Bidders who are meeting the criteria for technical qualification may be advised by FCI to produce the original copies of documents furnished with the Technical Bids for verification on the date & time to be stipulated. Bids of Bidders who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.
- 14.14 Bidder must examine all terms and instructions included in the Bid Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 14.15 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FCI will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 14.16 The Bidder shall submit the financial proposal in the price bid template provided along with this Bid (PART-B) online, clearly indicating the total cost/amount of the Bid in both figures and words, in Indian National Rupees (INR), and signed/digitally signed by the Bidder's Authorized Representative.
- 14.17 FCI shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.



- 14.18 While submitting the bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney shall be duly notarized by a Notary Public.

## 15. CRITICAL DATES SECTION:

Bid Publish Date	Dd/mm/yyyy;
Tender document Download start date & time	Dd/mm/yyyy; hh:mm
Pre bid meeting Date& time	Dd/mm/yyyy; hh:mm
Tender Document Download End Date & Time	Dd/mm/yyyy; hh:mm
Bid Submission End Date & Time	Dd/mm/yyyy; hh:mm
Technical Bid Opening Date & Time	Dd/mm/yyyy; hh:mm

## 16. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS.

- 16.1 FCI may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Bid document. Any corrigendum / addendum thus issued will be posted on the website of the corporation ([www.fciweb.nic.in](http://www.fciweb.nic.in)) as well as Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, FCI may, at its discretion extend the due date for the proposal. **Such corrigendum / addendum may not be published in any newspaper.**
- 16.2 Corporation may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.
- 16.3 Corporation at its sole discretion may ignore minor omission in the submission of Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.
- 16.4 Corporation at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.
- 16.5 The Bidders may contact Central Public Procurement Portal Help Desk with regard to technical issues relating to functioning of e-Procurement platform or any doubts regarding online submission of Bid Document at the under mentioned Contact:





**Dedicated helpline: 1800 233 7315 (24x7)**

**e- mail: cPPP-nic@nic.in**

- 16.6 The procedure for online e-tendering has been detailed in **Annexure-VIII** which may be referred to.

**17. OPENING OF PRICE BID:**

- 17.1 After evaluating the Technical Bid (wherever necessary) the Price Bids of only technically qualified bidders will be opened in presence of all the technically qualified bidders 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 Bid of the parties who do not qualify in Technical Bid will not be opened.
- 17.2 Service Providers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the tender. If the date fixed for opening of Tenders is subsequently declared a holiday, the 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 Tender.

**18. ACCEPTANCE**

On finalization of Tender, FCI will communicate acceptance of the Tender by way of letter of acceptance through Registered post/FAX/E-mail/speed post etc. which will conclude a binding contract between the parties and the Service Provider shall act upon such acceptance letter.

**19. GENERAL TERMS AND CONDITIONS:**

- 19.1 The detail of godowns for which PMS is required by FCI is given at **Annexure - I**.
- 19.2 The bidder will quote rate per quintal/month for the total capacity of a godown at a particular centre. PMS charges will be paid within 10 working days after submission of bills in triplicate.
- 19.3 The PMS charges would be payable for the total storage capacity of the godown on monthly basis irrespective of the volume of food grains handled or number of turnovers. No claim in this regard will be entertained.
- 19.4 The successful bidder will be required to visit/inspect the godown /premises and sign a joint inspection report with the staff of FCI regarding the condition in which the godown is handed over to the Service Provider at the commencement of the contract. The Service Provider shall have to hand over the godown at the end of contract period to FCI in the same condition as was handed over to him before the commencement of Contract except for natural wear and tear. The joint inspection report will also include a list of inventory of movable and immovable fittings and fixtures at the godown.



- 19.5 Godowns to be handed over by/to FCI @ zero stock level to/by the service provider at the time of start/expiry of the contract.
- 19.6 The stocks stored in the godown shall be subject to periodical inspections by FCI. The condition of stocks and godown shall be examined by FCI along with representative of Service provider. Discrepancy /irregularity, if any, noticed shall be reported in writing to the Service Provider giving particulars of loss or damage/down-gradation etc. caused to the goods or to the godown.
- 19.7 In the event of failure of the Service Provider to undertake the work after execution of PMS agreement or if Service Provider resiles from the contract during its currency, FCI shall have the right to get the work done from any outside agency at the risk and cost of the Service Provider and the Service Provider/Service Provider shall be liable to make good the loss, if any, suffered by FCI on this account and FCI shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the Service Provider without prejudice to any other remedy under the Contract/Law.
- 19.8 The Service Provider should ensure to keep all the time adequate number of employees/labour and equipment to cope with the work for the purpose of preservation, maintenance and security of stocks in accordance with the guidelines/instructions of FCI.
- 19.9 The list of Authorized officers/officials of FCI would be provided to the Service Provider by the concerned Area Manager.
- 19.10 The concerned Area Manager would also provide all the templates/formats required for record keeping to the Service Provider
- 19.11 The Servicer Provider shall ensure that security deposit amount is replenished within 7 days of any deduction made by the Corporation.

## **20. PAYMENT**

- 20.1 The Service Providers shall have to perform all the services provided for in this contract. The Service Provider shall be paid at the rates accepted by the Corporation for the services rendered satisfactorily.
- 20.2 Admissible payments shall be made by FCI within 10 days of the submission of monthly bills in triplicate duly verified by the officer authorized by FCI for the purpose. The monthly bills will be entertained only after submission of Monthly Stock Account (MSA) duly verified by FCI officer.

## **21. SUBLETTING**

The Service Provider shall not sublet/transfer or assign the contract or any part thereof to any party. In the event of the Service Providers contravening this condition, the Corporation shall be at liberty to get the work done from other firm/Service Provider on the Service Providers account and at the risk and cost of Service Provider and the Service Provider shall be liable for





any loss or damage which the Corporation may sustain in consequence arising out of such replacing of the contract.

## **22. SET OFF**

Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation against the service Provider for the amount due arising out of this contract or under any other contract made by the Service Provider with the Corporation.

## **23. RECORD KEEPING:**

- 23.1 The service provider shall keep in a place of safety a complete and accurate set of records and accounts of all transactions pertaining to the operation of the depot including records and accounts of all goods received in the godown and withdrawn there from as per FCI standards, of all unissued documents in his possession, counterfoils/second copies of all documents issued, returned to, or cancelled, by him.
- 23.2 All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the authorized representative of the Corporation at the Godown or any officer acting on his behalf or an officer acting on behalf of General Manager, FCI including the accounts and audit officers. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the authorized representative of the Corporation.

## **24. RECEIPT & WEIGHMENT IN GODOWN:**

- 24.1 FCI will send the stocks in sound bags to the godowns. In case of receipt of cut & torn bags if any found, the same would be replaced by the Service Provider with the gunnies to be supplied by FCI.
- 24.2 The Service Provider will maintain Gunny consumption register as per norms of FCI. Gunny account should also be reconciled periodically with FCI. Periodicity in reconciliation of stocks as well as gunnies should not be more than one month.
- 24.3 Goods will be rendered for storage by an authorized representative of FCI who will fill up and sign the form for deposit and other formalities.
- 24.4 Stocks at the godowns would be received and issued on weighment basis on the lorry weighbridge available in the godown or the private weighbridge available enroute/nearby at the expense of FCI.
- 24.5 At such godown where weighbridge is not available in the godown and in the vicinity of the godown, the stocks would be received and issued on 10% weighment basis.



- 24.6 The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by Service Provider and FCI staff and duly authenticated in records. The loss arising due to damages/down gradation / deterioration of stocks during storage will be borne by the Service Provider.
- 24.7 An acknowledgement would be issued by the Service Provider to FCI both at the time of receipt and issue of stocks from the godown.

## 25. STORAGE LOSSES/GAINS

- 25.1 The stocks stored in the godown shall be subject to periodical inspections by FCI.
- 25.2 Loss and gain statement will be submitted in the prescribed proforma of FCI after stocks in particular stack are completely liquidated during the month which should be jointly signed by the Service Provider and FCI representative. The statement will be commodity-wise, month wise, Stack-wise and will be submitted by the Service Provider by 7th of succeeding month.
- 25.3 If the storage losses are beyond permissible limit as per FCI norms in vogue, Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be effected from the service Provider by FCI.
- 25.4 Norms/prevalent procedure for storage loss/ gain prescribed by the FCI/Govt. of India from time to time will be binding on the Service Provider.

## 26. DELIVERY OF GOODS

- 26.1 Instructions for delivery or transfer of goods shall be in writing and signed by the authorized representative of FCI.
- 26.2 The person to whom the delivery of stocks is to be made shall be duly authorized and his signatures attested by the authorized representative of FCI.
- 26.3 The delivery shall be given as per demand and priority given in writing to the Service Provider by the authorized representative of FCI
- 26.4 For delivery of goods before and after office hours and on holidays, reasonable/ prior intimation /notice shall be given to the Service Provider.

## 27. INITIAL FUMIGATION

- 27.1 For stocks received in infested condition, necessary remarks shall be recorded by the Service Provider at the time of receipt only. For such stocks fumigation should be done within 07 days of receipt of the stocks, Service Provider shall claim fumigation charges duly supported by relevant documents. The same shall be payable to the Service Provider at rates prescribed for CWC by FCI from time to time.



- 27.2 In respect of stocks dispatched from the godown, if the same are found to be dispatched in infested condition, as substantiated by records and facts, FCI shall claim fumigation charges from the Service Provider at the double the rates prescribed for CWC by FCI from time to time.

## 28. INSURANCE

- 28.1 The Service Provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown of FCI as is required from a storing agency as per terms and conditions of this contract. The godown and the stocks & material stored therein shall be insured through a comprehensive insurance policy covering the risks. The premium and other related charges will be borne by the Service Provider. The Service Provider shall purchase the policy in the name of the Corporation. The Service Provider shall deposit the insurance policy with the Corporation, which shall be verified by the Corporation from the issuing Insurance Company.
- 28.2 The valuation of stocks for the insurance purpose will be done at the last available Economic cost/provisional Economic cost of rice. The valuation of the Godown and ancillaries for the insurance purpose may be obtained from FCI.
- 28.3 In the event of any losses, FCI will recover for such losses immediately from Security Deposit or any other payments towards the Service Provider. The same will be refunded on receipt of compensation through Insurance.
- 28.4 In the event of any losses, FCI will cooperate with the Service Provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.
- 28.5 The Service Provider shall get the claim settled from the Insurance Co. at the earliest so that the compensation from the Insurance Company is received in reasonable time.

## 29. FREE MOVEMENT OF STOCKS

- 29.1 Service Provider shall ensure that there is no hindrance in receipt/issue of the stocks at the godown or for moving the stocks within the godown premises and for persons deputed by FCI to oversee the godown operations. The Service Provider shall keep the godown premises as well as documents pertaining to stocks of FCI open for inspection any time to the officers/staff of FCI. In case of failure on part of Service Provider to do so, FCI will be at liberty to make alternate arrangements at the risk and cost of the Service Provider without prejudice to right of FCI to initiate such other action as deemed fit treating such failure as breach of contract. Any losses/damages arising thereof shall also be liable to be recovered from the Service Provider
- 29.2 No other activity shall be allowed within the premises of the godown.



### **30. PROVISION OF FACILITIES**

- 30.1 The Service Provider shall provide all the facilities at par with FCI norms including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment, etc. An indicative list is at **Annexure II**. The list is illustrative and not exhaustive. These facilities shall be part & parcel of the PMS contract.
- 30.2 The Service Provider shall keep all the facilities available in the godown /premise like weighing scale, QC equipment's, drinking water etc. and shall be made available to officers/staff of the FCI without any additional cost.

### **31. STATUTORY OBLIGATIONS**

- 31.1 It is the sole responsibility of Service Provider to hold all valid licenses relating to PMS by respective competent Authorities, valid PAN & TIN numbers etc. and up to date tax clearance certificates from the concerned authorities during the contract period.
- 31.2 The Service Provider shall be responsible for payment of all central/ state specific statutory taxes, duties, cess and local taxes/levies and the charges related to PMS contract in godown/premises.
- 31.3 The Service Provider shall be solely responsible to fulfill all the statutory obligations under various Central/State acts which are in force.

### **32. LIABILITY FOR LOSSES:**

- 32.1 Service provider shall ensure satisfactory performance of all the services and obligations under the contract, failing which, Corporation, will be at liberty to make temporary alternate arrangements at the risk and cost of the Service Provider.
- 32.2 Service Provider will also be liable to make good the losses on account of any shortage/damage/loss etc., to stocks at the last available Economic cost/provisional Economic cost of rice. Loss to the property shall be recovered from the service provider as per the valuation of the Corporation.
- 32.3 Any of the above actions by the Corporation against the service provider will be without prejudice to other rights and remedies available to the Corporation including termination of the contract.

### **33. LIABILITY TOWARDS LABOUR AND/OR PERSONNEL:**

- 33.1 The Service Provider shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and shall obtain all mandatory registrations, Licenses, approvals.
- 33.2 The service Provider shall be solely responsible for timely deposit of contributions under various enactments and to maintain all prescribed Records, Registers and such other particulars as required in respect of the personnel engaged by him and file the prescribed returns from time to time.



- 33.3 FCI shall be in no way responsible for the Service Provider's liability & obligations in respect of the personnel engaged by him. Notwithstanding the same, If, on account of default of the Service Provider, FCI is compelled to make any payments/contributions or discharge any responsibility/liability of the Service Provider, FCI shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Service Provider under this or any other contract with FCI without prejudice to the right of FCI to initiate appropriate legal proceedings for recovery of such amounts.
- 33.4 The Service Provider shall indemnify FCI against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.
- 33.5 FCI shall in no way be responsible for any liabilities arising out of the Service Provider's contractual obligation with the Service Provider's personnel.
- 33.6 The contract as entered into between FCI and the Service Provider shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Service Provider in respect of obligatory laws remain unaffected and Service Provider shall remain responsible for settlement of claims, if any of third parties who may suffer damages either due to the fault of the Service Provider or its employees and Associates.
- 33.7 The Service Provider shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Service Provider under the contract.

#### **34. CORRUPT PRACTICES**

The Service Provider shall not offer or give or agree to give any person in the employment of the FCI 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 FCI or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the FCI. Any breach of the aforesaid condition by the Service Provider or anyone employed by him or acting on his behalf whether with or without the knowledge of the Service Provider or the commission of any offence by the Service Provider shall entitle the FCI to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation.

#### **35. INSOLVENCY AND BREACH OF CONTRACT**

- 35.1 FCI may at any time, by notice in writing summarily terminate the contract without Compensation to the Service Provider in any of the following events-



- a. If the Service Provider being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
- b. If the Service Provider 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.
- c. The contract is also liable to be terminated if the Service Provider commits breach of any of the terms of the contract and in that event the Service Provider is responsible and liable for all loss and damage arising out of and as a consequence of such breach.
- d. Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the FCI and provided also the Service Provider shall be liable to pay to the FCI for any extra expenditure he is thereby put to.
- e. If any time during the currency of the contract it is established that any or all of the information provided by the Service Provider is false, the Contract is liable to be terminated without prejudice to any other acts and remedies under the contract/law.

### **36. LAWS GOVERNING THE CONTRACT**

- 36.1 The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction.
- 36.2 The parties to this contract may endeavor to resolve any disputes arising out of this contract through mutual consultations through the intervention of concerned Executive Director(Zone), if required, failing which, the parties shall be at liberty to approach court of law of competent jurisdiction,.
- 36.3 The commercial disputes between PSE inter se and PSE in Govt. Department shall be settled through instructions issued by GOI on Permanent Machinery of Arbitration vide OM No. 7(3)2014-DPE(PMA) dated 14th July, 2014 and as amended from time to time.

### **37. SUMMARY TERMINATION**

- 37.1 FCI has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving thirty days' notice in writing to the Service Providers at their last known place of residence/business and the Service Provider shall not be entitled to any compensation by reason of such termination.
- 37.2 In the event of breach by the Service Provider of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the FCI shall also have, without prejudice





to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Service Provider and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by FCI consequent to such termination and/ or in completing the assignment. FCI may also effect recovery from any other sums then due to the Service Provider or which at any time thereafter may become due under this or any other contract with FCI. In case the sum is not sufficient to cover the full amounts recoverable, the Service Provider shall pay FCI on demand the entire remaining balance due.

### **38. 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.

### **39. PROCEDURE FOR FORCE MAJEURE**

If a Service Provider claims relief on account of a Force Majeure, then the claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within three days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the FCI in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Service Provider's obligations under this Agreement. Upon cessation of the situation which led to a Service Provider claiming Force Majeure under this section the Service Provider shall within two days thereof notify the Corporation in writing of the cessation and the Service Provider shall as soon as 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.

### **40. PROLONGED FORCE MAJEURE**

40.1 In the event Force Majeure continuously impedes or prevents a Service Provider's performance for longer than seven consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Service Provider, they shall decide by mutual consent



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through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.

- 40.2 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 40.3 The Service Provider is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the FCI in this regard will be final.

#### **41. NOTICES**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post / e-mail / hand delivery under acknowledgment to an authorized representative of the respective Parties.

(Signature of Service Provider)





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## **Part – B**

## **Price Bid**



**PRICE BID ( For Providing PMS Services)**

The rates should be quoted exclusive of Service 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 service charge Per Quintal Per Month (exclusive of service tax) of foodgrains/coarse grains/sugar etc. per month for preservation, comprehensive insurance, watch & ward, computer systems along with internet facility and associated manpower for all operations connected with the maintenance of the foodgrain stocks as per FCI norms.

- i) Rates in Figures  
Rupees.....Paise.....Per Quintal Per Month
- ii) Rates in Words  
Rupees.....and  
Paise.....  
.....only Per Quintal Per month

(Notified capacity of the godown shall only be considered)

This rate is inclusive of maintenance of property including roads, buildings and ancillary structures, fittings and fixtures, water and electric charges thereof, maintenance of weigh bridge, computer facilities their usage 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 Tenderer/Authorized Signatory

Full name of Signatory

Full name of the Tenderer



**Annexure-I**

<b>Centres/godowns where PMS services are required.</b>			
<b>year</b>	<b>State/Center</b>	<b>Capacity (in MT)</b>	<b>Remarks</b>
2007-08	<b>Assam</b>		
	ChaulKhowa	2500	In existing depot complex
	Badarpurghat	5000	Independent depot being maintained by FCI
	<b>Mizoram</b>		
	Bualpui	4590	Independent depot being maintained by FCI
	<b>Karnataka</b>		
	Tumkur	5000	In existing depot complex
2008-09	<b>Tripura</b>		
	Nandnagar	2500	Independent depot being maintained by FCI
2009-10	<b>Odisha</b>		
	Dungripalli	9170	Independent depot being maintained by FCI
2010-11	<b>Assam</b>		
	Hailakandi	5000	Independent depot being maintained by FCI
2011-12	<b>Lakshadweep</b>		
		2500	Independent depot being maintained by FCI
	<b>Himachal Pradesh</b>		
	GujjarkaTalab	5000	In existing depot complex, being maintained by FCI existing capacity 5000. Total capacity 10,000 (3340 MT completed in 2011-12 & 1660 MT completed in 2012-13)
	<b>Jharkhand</b>		
	Gumla	825	In existing depot complex, being maintained by FCI.
	<b>Manipur</b>		
	Jiribam	2500	In existing depot complex, being maintained by FCI (1250 completed in 2012-13. Existing capacity 2500. Total capacity 5000.
	Senapati	5000	Independent depot being maintained by FCI (3340 MT completed in 2011-12 & 1660 MT completed in 2012-13)



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2013-14	<b>Orissa</b>		
	Baripada	10,000	Independent depot being maintained by FCI
	<b>Kerala</b>		
	Arakulam	5000	In existing depot complex, being maintained by FCI. Existing capacity 5000. Total capacity 10,000.
	Meenangadi	5000	In existing depot complex, being maintained by FCI. Existing capacity 5000. Total capacity 10,000.
	<b>Arunachal Pradesh</b>		
	Ziro	2500	Independent depot being maintained by FCI
2014-15	<b>Assam</b>		
	North Lakhimpur	2500	In existing depot complex
	Jogigopa	2000	In existing depot complex
	Hojai	2500	In existing depot complex
	Changsari	29170	Independent depot. Total capacity 50000. (Part capacity completed 25000MT in 2014-15, 4170 MT in 2015-16 upto 31.05.2015). Taken over by GM(Region). Operation yet to be started.
	Bindukuri	10000	(5000 MT completed in 2014-15 & 5000 MT completed in 2015-16 upto 31.05.15) Total capacity 25,000
	<b>Arunachal Pradesh</b>		
	Seppa	1670	Independent depot being maintained by FCI
	Anini (Dibang Valley)	640	Independent depot being maintained by FCI
	<b>Meghalaya</b>		
	Tura	2500	In existing depot complex
	<b>Nagaland</b>		
	Dimapur	1670	Independent depot being maintained by FCI
	<b>Grand Total</b>	<b>124735</b>	



**Annexure-II**

**Indicative list of activities required to be carried out by the Service Provider and as be amended from time to time by FCI which shall be part & parcel of terms & conditions of the PMS 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 Service Provider should be fully prepared to receive it. In this connection, the Service Provider should attend to the following points.

- i. Check up the godowns to ensure that there is no leakage in the roof and walls etc. 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. Chemicals for fumigation with sufficient expiry date.

**2. CHECK UP OF GODOWNS:**

In order to avoid the possibility of damage to the stocks to be stored, the Godown Manager/Service Provider 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.

**3. CLEANLINESS AND DISINFESTATION OF GODOWNS:**

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infection, it should be disinfested with Al. Phosphide, Malathion or DDVP spray.



**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 disinfection 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.

**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 normally exceed the size of 30 ft. x 20 ft. The stack size would be decided by Area Manager where the Compartment is not of standard size.

**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:**

- i. Wooden crate is an ideal dunnage as it keeps the stacks about 5 inch high from the floor and provides constant circulation of air under the bags.
- ii. 40 Wooden crates of laid-down specification will be used as dunnage under each stack of size 30 ft. x 20 ft.
- iii. Polypallets conforming to BIS standards may be used if wooden crates are not available.



**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 (1:100)	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metres to control insects and avoid cross infestation.	Every fortnight
DDVP (1:150)	Semi fumigant and contact poison	On walls / alleyways / Empty space 3 litres of prepared solution per 100 Sq. metres (1000s.ft)	Once in two weeks

**E. DETERMINATION OF SURFACE:**

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

**F. SEPARATE STORAGE FOR DIFFERENT COMMODITIES:**

Each commodity should be stored crop year wise in separate stacks with distinct identity.

**G. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:**

Before stocks are dusted or sprayed, bags should be brushed 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:-

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

A proper godownwise/stackwise register to be maintained recording the observations / findings of the fortnightly inspections.





**I. DURING INSPECTION IT SHOULD BE ASCERTAINED AND REPORTED WHETHER:-**

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

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

**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



<b>Dosage</b>	<b>Remarks</b>
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, the top and sides of the stacks should be checked for any crawling insects. If any crawling insects are noticed, then it should be taken as an indication of fumigation operation being not carried out properly and effectively. 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 thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamethrin or with DDVP (in case of crawling infestation) to eliminate the chances of any living pest.

The Service Provider will also purchase all insecticides required for maintenance of health of stocks during a particular calendar year at least three months in advance.

The Service Provider 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 FCI.

#### **K. TREATMENT FOR RAIN AFFECTED STOCKS:**

In case of receipt of rain affected stocks of wheat/rice the Service Provider shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks during storage.

#### **13. ACTION TO BE TAKEN AT THE TIME OF DELIVERY OF STOCKS FROM THE GODOWN:**

As soon as the movement is allotted, Service Provider will get the priority & identification of the stocks to be delivered done from FCI. Thereafter, the Service Provider will ensure issue of stocks as per the priority given by the FCI. In case of any deviation in priority, the same has to be authenticated by authorized FCI representative giving justifications for the same.



**14. BRIEF DISCRIPTION OF WORK:**

- i. The agency/Service Provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii. The Service Provider 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 Service Provider will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the authorized representative of FCI in the weight check memo Register / Weighment sheets and the daily Transaction register, 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 while the same are in the custody of the Service Provider, the Service Provider shall be liable to make good to the Corporation the value of the goods including, penalties and fines as levied by the concerned Area Manager, FCI for such shortage or damage / loss etc. In addition, if there is collusion of the Service Provider in such losses or damage, the concerned Area Manager, FCI may levy a penalty as deemed fit(CARTEL). In case of any dispute , the decision of the General Manager, FCI will be final and binding on the Service Provider.
- iv) The agency/Service Provider shall also ensure receipt/despatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the Service Provider for any default in this regard will be governed as per the instructions / procedure contained in the FCI Hqrs. circular No. QC/5(22)/Proc. Qlty. Comp/2001 dated 3/4.6.02 with upto date amendments. It shall be the responsibility of the Service Provider to keep themselves updated with the latest amendments / modifications in the above instructions.

**PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UPKEEP OF HEALTH OF STOCKS IN GODOWNS BY THE SERVICE PROVIDER:**

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

Sl No	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.	Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4.	Weighing Scales (100 KG)	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5.	Foot Sprayers		2 Nos
6.	Moisture meter	Model No.6005-SL	1 No
7.	LDPE Polythene Cover	Size 32"x21"x17" Average Thickness 1000 gauge Weight 52 kg.	24 Nos
8.	Sand Snakes	Length 40" with dia of 7"	1600 Nos
9.	Pokers(iron ake)	IS: 2816 - 1964	4
10.	Enamel Plates	IS : 4333 – (Part 1) – 1996. (reaffirmed 2001)	4
11.	Sieve set	IS 460 – Part 1: 1985	1
12.	Thermometer	-	1
13.	Ladder	-	1
14.	Bucket	20 Litres Capacity	2
15.	Mug	1 Litre capacity	2
16.	Measuring Glass	100 ml capacity	2
17.	Aluminum Phosphide	Each tablet of 3 grms (for fumigation purpose)	90 Kgs per fumigation for 10,000 MT (minimum 4 rounds of fumigation in a year) i.e. 360 Kgs per year.
18.	DDVP (Di Methyl Dichlorovinyl Phosphate)	Once in 15 days (Spraying)	4 Litres per month
19.	Deltamethrin	Once in 3 months or after fumigation (for spraying)	18 kg in one round of 10000 MT stock
20.	Malathion	Once in 15 days	4.5 lts for one round of 10000 MT stock
21.	First aid box		

**NORMS REG. QUALIFICATIONS OF TECHNICAL PERSON**

I. B.Sc. in Agriculture from a recognized University.

Or

B.Sc. with any of the following subject from a recognized University:

Botany / Zoology / Bio-Technology / Bio-Chemistry / Microbiology /Food Science.

Or

B. Tech / BE in Food Science / Food Science and

Agricultural Engineering / Bio-Technology from a recognized University

/ an institution approved by AICTE.

**2. Minimum two years' experience in preservation of food grains**

**DECLARATION**

(on non-judicial stamp paper of appropriate value, attested by Notary Public)

1. I \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ am the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid No.....and I agree, confirm and undertake to abide by all the terms & conditions as stipulated in the prescribed Bid document, its Annexures, Appendices and also to furnish signed hard copy of bid document upon award of contract.
3. The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false or incorrect information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.
4. I further undertake that the entire responsibility of the personnel deployed under the contract services will be that of the Bidder.
5. I/We do hereby declare that I/We shall be bound by the act of my/our duly constituted attorney, Shri \_\_\_\_\_ and of any other person who in future may be appointed by me/us in his place to carry on the business of the concern whether any intimation of such change is given to the Food Corporation of India or not.

Yours faithfully,

(\_\_\_\_\_)  
Signature of Bidder  
(Capacity in which signing)  
Seal

**Annexure V**

**Proforma of Work Experience Certificate to be produced by the Tenderer**

Sl. No.	Name of the Client Served	Nature of the work/ Contract executed	Contract Period		Product Handled	Volume Of Work Handled In MT	Total Value Of work/ Contract executed	Remarks
			Start from	End				

Signature of Authorised Signatory  
Seal

**Proforma of Bank Guarantee of Security Deposit**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Food Corporation of India, ..... at .....(hereinafter called FCI) having stipulated furnishing the security deposit in the form of Bank Guarantee under the terms and conditions of the contract No. \_\_\_\_\_, dated \_\_\_\_\_ made between the FCI and M/s ..... (hereinafter called the Bidder) to undertake service (PMS) operations at FCI depots (hereinafter called the 'contract') for the due performance and fulfillment by the said Bidder of the terms and conditions and obligations contained in the said contract, we (***NAME OF BANK***), (hereinafter referred to as 'the Bank') at the request of M/s .....(BIDDER/S) do hereby undertake to pay on demand by FCI an amount Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)..

We (***NAME OF BANK***) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the FCI. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We undertake to pay to the FCI any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (***NAME OF THE BANK***) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for a period of 42 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of the FCI under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the FCI certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (***date***) (42 months to be indicated)\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

We, (***NAME OF THE BANK***) further agree with the FCI that the FCI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said



Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by FCI against the said consultants and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s)/ consultants or for any forbearance, act or commission on the part of the FCI or any indulgence by the FCI to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s).

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (*NAME OF THE BANK*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the FCI in writing.

**Dated the day of for (NAME OF THE BANK)**

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorized signatory)

NOTES:

- a. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- b. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**List of Documents to be uploaded in Technical bid folder/cover:**

<b>Sl. No.</b>	<b>List of documents</b>	<b>(Page No.)</b>
1	Name , date of birth and address of the tenderer, email id and contact No.	
2	Composition of tenderer:- (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3	Scanned copy of the prescribed Bid document comprising of Part- A complete in all respect along with all Attachments including Appendices, Annexures, and Supporting Documents etc. duly filled and signed on each page by the Bidder	
4	Self- attested scanned copy of documents in support of the Minimum eligibility criteria stipulated in the Bid Document (in PDF format)	
5	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in pdf format) of proof of payment of Tender fee	
6	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in PDF format) of proof of payment of EMD	
7	Scanned copy of “Particulars of Bidder” as prescribed in Annexure-VIII	
8	Scanned copy of Declaration as per Annexure-XXI	
9	Self- attested Scanned copy (in PDF format) of Registered Deed of partnership of the firm, Registered Partnership Agreement of LLP along with Certificate of Incorporation, Memorandum& Articles of Association and certificate of incorporation of company etc. as applicable	
10	Self- attested scanned copy (in PDF format) of Power of Attorney in respect of Authorized signatory for signing the bids	
11	Self –attested scanned copy (in PDF Format) of the Resolution passed by the Company/ LLP authorizing the person signing the Bid to do so on behalf of the company/ LLP	
12	Self –attested scanned copy (in PDF format) of PAN card of the firm.	
13	Self –attested scanned copy (in PDF format) of TAN card of the firm.	
14	Self –attested scanned copy (in PDF format) of Service Tax registration number of the firm.	
15	Self –attested scanned copy (in PDF format) of VAT registration number of the firm.	
16	Self –attested scanned copy (in PDF format) of EPFO registration number of the firm.	
17	Self –attested scanned copy (in PDF format) of ESIC registration number of the firm.	
18	Self- attested Scanned copy (in PDF format) of duly audited P&L Account and Balance Sheet of last 3 financial years i.e. 2013-14, 2012-13 & 2011-12	
19.	Any other document prescribed by General Manager(region)	

**List of document(s) to be uploaded in Financial bid folder/cover:**

<b>Sl. no.</b>	<b>List of documents</b>	<b>(Page No.)</b>
<b>1</b>	Bid document PART – B, Forwarding letter of Price Bid cum Price bid undertaking.	
<b>2</b>	BOQ.xls as per MTF	

**Note:** All documents as required to be submitted needs to be digitally signed/self-attested by authorized signatory. The above list of documents are only indicative, the bidders are advised to refer to the respective Bid document clause in respect of various documents to be submitted.

**Procedure For Online E-Tender:**

i) The offer should be submitted under two Bid System

(I) A-Technical Bid (II) B-Price Bid

ii) FCI is using services of Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>, for appointment of Service Provider for **PRESERVATION, MAINTENANCE & SECURITY (PMS) SERVICES AT FCI DEPOTS/GODOWNS**

iii) The detailed Tender document along with Instructions to the Bidders for the e-submission of the bids can be viewed and downloaded from e-Procurement website <https://eprocure.gov.in/eprocure/app> or FCI website: [www.fcweb.nic.in](http://www.fcweb.nic.in).

iv) Tender must be electronically submitted (on-line at <https://eprocure.gov.in/eprocure/app>) within the prescribed date and time as mentioned in the e-Procurement portal/ as mentioned in the Critical date Sheet. Hard copy of the Tender documents will not be accepted at this stage.

v) Possession of valid Digital Signature Certificate (DSC) and registration of the consultants/Bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering. The details are available at <https://eprocure.gov.in/eprocure/app>

vi) Bidder should do the registration in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the Bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the Bidders through email-id provided.

vii) Bidder need to login to the site through their user ID/ password chosen during registration.

viii) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.

ix) The DSC that is registered only should be used by the Bidder and should ensure safety of the same.

x) Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

xi) After downloading / getting the tender document/schedules, the Bidder should go through it carefully and then submit the documents as stipulated, otherwise bid will be rejected.

xii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.

xiii) Bidder then logs in to the site through the secured login by giving the user id/ password chosen during registration and then by giving the password of the e-Token/Smart Card to access DSC.

xiv) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the „my tenders“ folder.

xv) From my tender folder, he selects the tender to view all the details indicated.

xvi) It is construed that the Bidder has read, understood and accepted all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

xvii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with minimum 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xviii) If there are any clarifications, this may be obtained through the site or during the pre-bid meeting, if any up to four days before the date of opening of the bid. Bidder should take into account any corrigendum/addendum published from time to time and such modifications will be binding on the bidder notwithstanding whether the Bidder has uploaded his bid document or not.

xix) The Bidders can upload well in advance, the documents such as certificates; experience certificate etc., under My Space/Other Important Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xx) Bidder should submit the Tender Fee/ EMD as specified in the tender in the form of RTGS/NEFT/Fund Transfer in FCI Account No. \_\_\_\_\_, IFSC Code: \_\_\_\_\_ Bank Name & Branch. Scanned copy of the proof of payment i.e. UTR number/Fund transfer challan should be uploaded as part of the Proof of Payment along with the Technical Bid. While submitting the bids online, the Bidder should read the terms & conditions and accepts the same to proceed further to submit the bid packets.

xxi) The Bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read and accepted all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements as specified in the tender document.

xxii) The Bidder has to upload the stipulated documents as indicated in the MTF, failing which the bid will be summarily rejected.

xxiii) The price bid format is provided in a spread sheet file like Bill of Quantity (BOQ.xls), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template shall not be modified/ replaced by the Bidder; else the bid submitted is liable to be rejected for this tender.

xxiv) The Bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidders at the eleventh hour.

xxv) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the Bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxvi) The time settings fixed in the server & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Bidders should follow this time during bid submission.

xxvii) All the data being entered by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxviii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

xxix) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxx) The Bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxxi) For any queries regarding e-tendering process, the Bidders are requested to communicate before opening of the Tender using the contact details as provided in the tender document. Simultaneously, for any further queries related to technical issues, the Bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – [cppp-nic@nic.in](mailto:cppp-nic@nic.in). Non receipt of response/clarification shall not be a ground for extension of time of bid submission or cancelling the bid process.

xxxii) The TECHNICAL BIDS will be opened at prescribed time and date as mentioned in the critical date sheet.

xxxiii) FCI may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Bidder modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Bidders.

xxxiv) The addendum/corrigendum would be uploaded on <https://eprocure.gov.in/eprocure/app> and [www.fciweb.nic.in](http://www.fciweb.nic.in). In order to afford the prospective Bidder to take into account the modification or for any other reasons, FCI may, at its discretion extend the due date for submitting the Tender.

**FORWARDING LETTER**



Recent photograph of tenderer

From...( full name & address of the tenderer)\_\_\_\_\_

\_\_\_\_\_

To,

THE GENERAL MANAGER, FOOD CORPORATION OF INDIA

R.O.....

Dear Sir,

1. I submit the Sealed Tender for appointment as Service Provider for PMS services at \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance upto and inclusive of \_\_\_\_\_ and to the extension of the said date by 30 days in case it is so decided by the General Manager. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. Demand draft No./ Electronic Clearing System(ECS) Ref. \_\_\_\_\_ dated \_\_\_\_\_ -drawn on the \_\_\_\_\_ for Rs \_\_\_\_\_ Rupees \_\_\_\_\_ (in words) is enclosed as Earnest Money. In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender Security Deposit as stipulated in the Tender.
6. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

7. **I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (\*)**

OR

I hereby declare that I, my Firm/Company was blacklisted/debarred by \_\_\_\_\_ (here give the name of the client) for a period of \_\_\_\_\_, which period has expired on \_\_\_\_\_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (\*)

(\*) (Strike out whatever is not applicable)

8. **I hereby declare that no contract entered into by me, my Firm/Company with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.**

9. **I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.**

10. **I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.**

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Food Corporation of India shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer)



**(Reference ----- of General Information to Tenderers)**

(TO BE FILLED IN BY THE TENDERER)

1.	Name, date of birth and address of the tenderer, email id & contact No.	
2.	Composition of tenderer:- (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3.	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	
4.	Income Tax PAN Card of the tenderer.	

**List of Documents Attached**

1. Forwarding Letter.
2. Part – A Technical Bid with all its Annexure & Appendix.
3. List of documents enclosed.

**Document No.**

- |  |                                 |
|--|---------------------------------|
| 1. Attested copy of Registered Deed of Partnership/Memorandum and Articles of Certificate of Registration etc. as applicable.                  | Association/ By-laws/<br>Yes/No |
| 2. Power of Attorney of person signing the tender .  | Yes/No                          |
| 3. Certificate of experience and details thereof   | Yes/No                          |
| 4. Duly audited P&L account and Balance Sheet of relevant completed years for which experience certificate has been submitted by the tenderer. | Yes/No                          |
| 5. Copy of Income Tax Return/PAN Card  | Yes/No                          |
| 6. Copy of EPF Code Number and Proof of Deposit of EPF for the relevant experience period, if applicable.                                      | Yes/No.                         |

(Signature& Seal)

(Authorized Signatory)

**Guidelines to Regions:**

**Calculation of Estimated value of contract -guidelines to GM®)**

**Calculation of EMD**

**Zero balance at the time of handing over and taking over of godown/Extension**

**Pre bid meeting by GM®**

**Labour/ employee related matters H&T MTF to be followed.**

In case of extension of period beyond three years approval of ED (Zone) giving full justification.