

PUNGRAIN

TENDER FOR PRIVATE ENTREPRENEURS GODOWNS - 2008

To

M.D., PUNGRAIN
Jivandeep Building,
Sector – 17-C,
Chandigarh

Sub: Tender for construction of Godowns for FCI – Storage Requirements to be managed and supervised by PUNGRAIN for a minimum guaranteed lease of seven years on Build, Own & Operate/lease basis for about _____ MT capacity for storage of foodgrains at various locations.

From

Applicant Name _____

Address: _____

Whether Individual/Firm/Partner of the firm
In case of the partnership Authorized Signatory _____

TECHNICAL BID

Parameters	Details
1. Name of the owner/firm / Trust etc. with correspondence/ permanent address (i) Permanent Address (ii) Correspondence Address (iii) Phone Number and Fax Number (iv) Email Address	
2. Name of the village/town/city where the proposed land is located	
3. Survey Nos. of the land	
4. Distance from Railway Goods shed/along with the name of BG full rake railway goods shed	
5. Whether following documents furnished: (i) Copy of title deed (ii) Copy of lease deed indicating sub divisions (where applicable) (iii) In case of land on private lease, a no objection certificate on affidavit from the lessor for construction of godown and attested copy of registered lease deed. (iv) Copy of non-encumbrance certificate (v) Copy of Firm Registration Certificate / HUF (vi) Copy of sketch plan indicating boundaries. (vii) Copy of the layout plan indicating layout of godowns, office building, roads, railway siding, weigh bridge, parking areas & other ancillaries facilities	Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No.
6. (i) Size of Land (ii) Proposed Storage Capacity	
7. Feasibility report by the entrepreneur (annex the report) For Railway siding alongwith sketch plan showing existing railway line and the land proposed for construction	Yes/No
8. Distance from (i) Nearby FCI/SWC/CWC godowns (ii) Nearby mandis alongwith their names	
9. Distance from National / State Highway alongwith the name of the high way.	
10. Traffic accessibility to the godown free from all hindrances	Yes/No

11. Details and valuation of properties owned by the owner: (i) Land (ii) Building / House (iii) Other Properties Owned (give the values here and annex the details)	
12. Bank statement for last one year	
13. Banker's letter for willingness to extend load.	
14. Income Tax returns for the last 03 years	
15. Solvency certificate issued by bank	
16. Experience in No. of years (a) Warehousing (b) Cold Storage (c) Construction Activities (d) Other Infrastructure Development (e) Any other	

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

Signature of Tenderer / Authorized Signatory

Note: In case if space is found short in any one or more of the columns above, additional information can be annexed on separate sheet of papers and the annexure number of these papers may be mentioned in the relevant column / columns above. All such annexures should be signed and sealed by the tenderers or his authorized representative.

FINANCIAL BID

The tenderers should mention the details of the name, address, telephone number, etc. of the firm or the individual on whose name the tender have been applied. The rates should be quoted in Rupees Per Quintal Per Month and the quoted rates should be mentioned in figures as well as in the words. There should be no cutting etc. on the financial bid.

A. In case of rent with preservation, maintenance and security etc.

I/we hereby quote Rs. _____ (Rupees _____ and _____ paise only) as storage charges per qntl. per month of foodgrains/coarse grains/sugar etc. including preservation, insurance watch & ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh-bridge, computer systems alongwith internet facilities. This should be inclusive of property tax, minor/major maintenance of roads & buildings, water and electric installation, 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.

B. In case of letting out of godown to PUNGRAIN without preservation, maintenance and security etc.

I/We hereby quote Rs. _____ (Rupees _____ and _____ paise only) per qntl. per month as rent which includes ancillary facilities such as office room, toilets, water tanks, labour rest shed, electric room, pump room, lorry weigh bridge, and associated manpower for all godown operations connected with the maintenance of these facilities. This should be inclusive of property tax, minor / major maintenance of roads & buildings, water and electric installation, maintenance of weigh bridge and other local taxes / statutory charges as applicable on godowns and godown operations thereof, as per terms of the agreement to be entered.

Signature of Tenderer/

Authorized Signatory

NOTE:- THE STORAGE CHARGES/ RENT WILL INCLUDE THE ELEMENT OF SERVICE TAX

PUNGRAIN

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

From

The Managing Director,

PUNGRAIN

(FULL ADDRESS OF PUNGRAIN WITH TELEPHONE NOS.)

Sub: Tender for construction of godowns for FCI – Storage Requirements to be managed and supervised by PUNGRAIN for a minimum guaranteed lease of seven years on Build, Own & Operate/lease basis for about _____ MT capacity for storage of good grains at various locations.

To

Dear Sir (s)

On behalf of the Food Corporation of India (hereinafter referred to as Corporation), MD-PUNGRAIN, invite tender under two bit system from Entrepreneurs who owns Land/holding land under lease for construction of godowns for FCI – Storage Requirements to be managed and supervised by PUNGRAIN for a minimum guaranteed period of Seven years on Build, Own & Operate/lease basis for about _____ MT capacity for storage of food grains at the indicated locations.

If you are in a position to quote in accordance with the requirements of the Tender, please submit your quotations to this office on prescribed tender form duly sealed and in the manner prescribed.

1. ADDRESS FOR CORRESPONDENCE

The address for correspondence of PUNGRAIN will be as indicated above.

For all purpose of this contract the address of the tenderer mentioned in the tender shall be the address to which all communications to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by Registered Post Acknowledgement-Due.

The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

2. OBJECT OF THE CONTRACT

The Entrepreneur shall at his cost construct godowns at the specified locations as per Engineering specifications specified in the tender along with railway sidings, weigh bridges, etc. in his land, within the scheduled time and lease the godown to PUNGRAIN and render all or any of the services given in this Tender document including preservation & maintenance and security as and when necessary and as instructed from time to time by PUNGRAIN or its authorized representative or any officer acting on his behalf, together with such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the PUNGRAIN or any officer acting on his behalf and are not inconsistent with terms and conditions of this contract.

3. PREPARATION OF TENDER:

- (a) The Tenderer should submit the tender document, including invitation to tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of Tender Form including Annexures.
- (b) In the event of the space on schedule form 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. In such cases reference to the additional pages must be made in the tender form.

4. SIGNING OF TENDER:

- (a) The tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the Tender are not fully filled in. The sealed tender complete in all respected duly filled in add signed by the tenderer or by the authorized representative with stamp and seal of the company / individual on all the pages of the tender.
- (b) The persons signing tender or other documents connected with a contract must specify in what capacity he or she is signing the tender;
 - 1. Whether signing as a “sole proprietor” of the firm or his attorney.
 - 2. Whether signing as a “partner” of the firm or their duly constituted attorney having authority to bind all partners in all the matter pertaining to contract.
 - 3. In the case of companies and partnership firms registered under the Indian Companies Act, India Partnership Act and HUF the capacity in which signing, e.g., Secretary, Manager, Partner, Karta etc. or their duly constituted attorney and produce copy of document empowering him to do so.

In support of above, the tenderer should submit the following documents along with tender:

Legal state of the tenderer

- (i) Partnership firm/ Trust – deed of Partnership / Trust deed
- (ii) Public/Private Limited Company – Memorandum or Association, Profit & Loss Account, Balance Sheet for previous 2-3 years, name and address of the Directors and major shareholders, particulars of subsidiaries and holding Co., Certificate of incorporation, Profit & Loss Account and Balance Sheet for previous 2-3 years, names and address of the Directors, bankers, auditors, solicitors.

5. EARNEST MONEY

Technical bid shall be accompanied by an earnest money of Rs. 20/- per MT in the form of a Demand Draft issued by any Nationalized or scheduled Bank of Indian origin in favour of PUNGRAIN Payable at Chandigarh only. Tenders not accompanied by earnest money in the prescribed form, will be summarily rejected. The earnest money shall be liable to forfeiture if the tenderer after submitted his tender, resiles from his offer and / or modifies the terms and conditions thereof in any manner, it being understood that the tender documents have been made available to him and he is being permitted to tender in consideration of his agreement to this stipulation. The earnest money is also liable to be forfeited in the event of the tenderer's failure after the acceptance of his tender to furnish the requisite security deposit by the due date without prejudice to any other rights or remedies of the Corporation under the contract and law. In the event of the tenderer submitted the conditional tender, the EMD of such tenderers will be forfeited. Earnest money will be refunded to all the unsuccessful tenderer as soon as practicable after decision on tenders and to successful tenderers after he has furnished a security amount prescribed in the Tender Documents. No interest shall be payable on the amount of earnest money in any case. Earnest money amount may be adjusted in the security deposit at the time of signing of the agreement if the entrepreneur so desires.

6. SECURITY DEPOSIT

- (i) The successful tenderer shall furnish the security deposit for completion of construction in time @ Rs. 50/- per MT for non railway siding godowns and Rs. 70/- per MT for railway siding godowns and Rs.100/- per MT for godown along with preservation service, with the indenting office of PUNGRAIN within 15 working days from the date of receipt of acceptance letter, in the form of Demand Draft issued by Nationalised Bank or Scheduled Bank in favour of PUNGRAIN payable at (place). If the tenderer fails to furnish security deposit within the specified period, it shall be lawful for the Corporation to cancel the contract at the risk & cost of the contractor. The security money will remain with PUNGRAIN till the completion of the godown and six months thereafter

or till the taking over of possession of the godown by PUNGRAIN whichever is earlier.

- (ii) The successful tenderer along with execution of lease/preservation cum maintenance agreement shall also furnish security deposit toward fulfillment of the contractual obligations under lease cum services agreement @ Rs. 50/- per MT for full storage capacity of the godown(s) in the shape of irrevocable bank guarantee issued by any Nationalized/Scheduled bank and cash deposit at a ratio 5:1 failing which the contract shall be liable to be cancelled at his risk and cost and also subject to such other remedies as may be available to the PUNGRAIN under the terms of the contract. The bank guarantee shall be in the form. At the option of the tenderer the security deposit provided for security for construction of godown may be converted as security deposit along with the lease deed. The security money will remain with PUNGRAIN till six months after the expiry of the rental period or till the accounts are settled, whichever is later.

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

In case the project is not implemented in scheduled time or during such extended time, the security deposit is liable to be forfeited and the guarantee given for such hiring of godown will stand cancelled and PUNGRAIN may proceed under risk & cost to obtain the services from other parties.

Save as aforesaid security deposit will be refunded without interest to the entrepreneurs on due and satisfactory performance of the services and on completion of obligation by the entrepreneurs under the terms of contract and submission of clear "No demand Certificate" by the Managing Director, PUNGRAIN subject to such deductions from the security as may be necessary for making up the PUNGRAIN's claim against entrepreneurs. No interest is payable on the amount of Security Deposit lying with the PUNGRAIN in any form under the contract.

The decision of the Managing Director, PUNGRAIN as of the amount determined for deduction from the security deposit will be final and binding on the entrepreneurs.

7. DELIVERY OF TENDER:

Original copy of the tender, NIT and the documents required as per the tender under **Technical Bid** is to be kept in one sealed envelope super scribed '**A**' – **Technical Bid** and the **Price Bid** will be kept in another sealed envelope super scribed '**B**' – **Price Bid**. Both the Bids will thereafter be kept in a double cover envelope superscribed "**The tender for Private Entrepreneurs**

Godowns – 2008”. The tender forms / documents can be taken from the office of MD PUNGRAIN by paying Rs. 5000/- as demand draft in favour of MD PUNGRAIN on or before 16th July, 2010 upto 05:00 P.M. and these tenders can be submitted in the office of MD PUNGRAIN (Storage Brach) on any working day upto 01:00 P.M. of 19th July, 2010 and will be opened the same day at 03:30 P.M. The tender form could be downloaded from the website: <https://www.epurchase.co.in>. However in this case the cost of the tender form i.e. Rs. 5000/- will be taken in the form of Demand Draft in favour of MD PUNGRAIN at the time of submission of tender.

The inner covers as well outer covers should be sealed and the tender number and date, name of the tenderer, phone number, E-mail, FAX etc indicated thereon. The outer cover should also bear the address of this office. PUNGRAIN reserves the right to reject any tender which fails to comply with the above instructions. Also outstation tenders should be sent by Registered Post/Speed Post so as to reach the designated office within the date & Time. PUNGRAIN will not be responsible for any postal delay and no plea in this regard will be entertained.

Any tenders received beyond the stipulated time and date will not be considered.

8. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- (i) The offers shall remain open for acceptance for 45 days from the date of opening of the Technical Bid. However, PUNGRAIN reserves the right to extend this period by 60 days at its discretion. Thereafter this period may be further extended by 60 days by the parties on mutual consent.
- (ii) Any tenderer not keeping offers open for the prescribed period shall be summarily rejected and his EMD is liable to be forfeited.

9. OPENING OF TENDER

- (i) Tenderers 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 schedule. If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be open on the next working day following the holiday but there will be no change in the time for opening.
- (ii) After evaluating the technical bid (wherever necessary, after site inspection by PUNGRAIN/FCI of the land offered) the financial bids of only technically qualified entrepreneurs will be opened in presence of all the technically qualified entrepreneurs or their authorized representatives who may wish to be present at the time of opening of financial bids on a date and time to be notified subsequently. Financial bids of the parties who do not qualify in technical bid will not be opened.
- (iii)
 - (a) For 25,000 MTs or above capacity godowns, if after opening the technical bid of the tender, two or more acceptable proposals are received for

railway siding godowns and all other parameters like land size and shape, road linkage, drainage, distance from mandis etc. are found satisfactory, only such tenders will be treated as eligible for opening of the financial bid.

- (b) For other godowns with lower capacity, if two or more acceptable proposals are recorded for godown within 8 kms of full rake railway siding goods shed and with all other parameters satisfactory, then only such tenders will be treated as eligible for opening of financial bid.
- (c) In case if less than two tenders are received in above two cases, the implementing agency with the consent of FCI may agree for considering the Non-Railway Siding/ more than 8 kms from existing railway siding (as the case may be) and accordingly may open the financial bids of those parties who have been found otherwise technically qualified after opening of first part.

(d) NORMALIZATION OF FINANCIAL BIDS:

The following formula be adopted with a view to ensure that the total cost to FCI for liquidation of stocks at a depot to be constructed was kept at the minimum

For example - offers are received for 2 depots, namely 'X' & 'Y' with 'X' located

near to Railhead/railway siding and 'Y' far from RH/Railway siding.

Cost of transportation from mandi/rice mill to the depot 'X' = Rs. 'a' per MT

Cost of transportation from depot 'X' to Railhead -Rs.'b' per MT

Total cost Rs.'c'per MT = 'a' + 'b'

Cost of transportation from mandi/rice mill to depot 'Y' = Rs.'d' per MT

Cost of transportation from depot 'Y' to Railhead = Rs.'c' per MT

Total cost Rs. 'f' per MT = 'd'+ 'e'

Additional cost of transportation from depot 'Y' as compared to depot 'X'

Rs.'g' per MT = f(-) 'c'

Expected stocks turn over in a guarantee period of 7 years.

Expected turn over of depot capacity in one year ='h'(Turnover in MT/depot)

Capacity in MT)

(For this purpose turnover will be taken as average of inflow and outflow during One year)

Expected turnover in 7 years = 7xh

Total additional cost of transportation in storing stocks at depot 'Y' as

Compared to depot 'X'=Rs. xhxg per MT -----(1)

Rate received for depot 'X'='f' per MT per month

Rate received for depot 'Y'=f per MT per month

15

Saving in storage charges by hiring depot 'Y' as compared to depot 'X'

Rs.'k'per MT='f'(-) f

Total saving in storage charges over a period of 7 years =Rs 7x12xk per MT -----(2)

Total cost as indicated at (1) and (2) will be and the godown for which expenses are less will be given priority.

- (iv) No offer less than the proposed capacity will ordinarily be considered. However, in case two or more valid offers are not received for the desired capacity, all the offers received for 50% of the desired capacity may be opened. In case even after doing this, three or more valid offers are received then all offers equal or above 25% of the capacity proposed may be opened up. In case, five or more valid offers are not received after opening of the offers, all the offers received upto 10% of the capacity may be opened up. If 11 or more valid offers are not received even after opening or valid offers received for 5,000 MTs or above capacity, may be opened. Further subject to the condition, the rate subdivision of the capacity remains 5,000 MT or above. Moreover, in such case, whatever is the lowest rate received after normalization, such rate will be counter offered to all and only those who agree to these counter offers those will be offered these capacities (after normalization) **so that entrepreneurs / investors who want to quote for lower capacities than mentioned above may also participate in the tender is they so wish, however, their bids will be evaluated only subject to this condition.**
- (v) PUNGRAIN reserves the right to accept or reject any or all tenders without assigning any reason/notice whatsoever and is not bound to accept the lowest tender and reserves the right to scrap the tender enquiry at any stage without assigning any reason and PUNGRAIN will not be liable for any costs and consequences incurred by the intending entrepreneurs.

10. ACCEPTANCE

On finalization of tender PUNGRAIN will communicate acceptance of the tender by way of letter of memorandum, FAX, E-mail, speed post etc. which will conclude a binding contract between the parties and the tenderer shall act upon such acceptance letter.

GENERAL CONDITIONS OF TENDER

11. DEFINITIONS:-

- (i) PUNGRAIN means Punjab State Grains Procurement Corporation
- (ii) FCI means Food Corporation of India
- (iii) **Managing Director** shall mean the Managing Director of the PUNGRAIN
- (iv) **Services** means the performance of any of the items of work enumerated in Annexure 'B' including such auxiliary, additional and incidental duties, services and operation as may be indicated by the local authorized representative of the PUNGRAIN or any person authorized by him in this behalf.
- (v) **Stocks** mean food grains stored in the godowns.
- (vi) **Corporation** means PUNGRAIN
- (vii) **Entrepreneur** means the owner/investor of the godowns or any person or any representative duly authorized by the investor/firm.
- (viii) **Acceptance of Tender** means the letter or memorandum communicating to the tenderers, the acceptance of his tender and includes an advance acceptance of his tender by FAX/Express letter.
- (ix) **Contract** means Notice inviting tender, Tender document, its schedules and acceptance of tender, general and special conditions of tender, agreements & annexures.
- (x) **Writing** includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- (xi) Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xii) Terms and expressions not herein defined shall have meaning assigned to them in the Indian Contract Act, 1872, or the General Clause Act, 1897 as the case may be.

12. The tenderer should furnish in technical bid all the details of the location, survey numbers, copy of records of rights as ownership / lease of land, area in acres indicating the boundaries along with non-encumbrance certificate and sketch plan about the location of the land duly issued by the local Revenue / Govt. officials. The details of the land as per the criteria should be furnished adequately as suitability of the land for the intended purpose is one of the major criteria for selection of the investor. The land must be free from any kind of electric wires passing over it. Land must not be low lying. Land must not be in the flood or water logging prone area/zone. Polluting industries should not be in the vicinity and sufficient land should be available for ancillary works. A detailed layout plan proposed for the godowns, weigh bridge, office building, roads and railway siding (in case of godowns with railway siding) and other facilities should also be given in the technical bid.

12 (A)

That tenderers who produced registered Agreement for sale/purchase of land for construction of godown in their name confirming to the specifications and

criteria prescribed in the tender will be eligible for applying/ participating in the tender subject to following conditions

- (i) The agreement to sale shall be dully registered.
- (ii) The agreement to sale shall contain the full description of the property agreed for along with copies of all documents pertaining to said property such as Title Deeds, non-encumbrance Certificates etc.
- (iii) The sale process should be completed within a period of 45 days from the date of award of contract within which period the copy of Sale Deed executed between the parties in accordance with the Sale Agreement shall be submitted to the corporation. The property and content described in the agreement to sale can not be varied and shall be the same as prescribed in the Agreement to sale.
- (iv) The delay in execution of the sale deed for whatsoever reason it may be including the failure on the part of seller, dispute between the seller and the buyer, delay on account of any court cases etc. beyond the stipulated period of 45 days from the date of award of contract shall be treated as default on the part of the tenderer and on such default the contract shall be cancelled at his risk and cost and the Earnest Money/Security Deposit furnished by the tenderer shall be forfeited.

13. Whenever 25000 MTs and above capacity is required, it should preferably have provision for private railway siding. In all cases except where railway siding will come, the godowns should preferably be within a radius of 8 KMs from the full rake railway Goods Shed.
14. The rate should be quoted in the financial bid in Rupees per qntl. per month in case of godowns + preservation and Rupees _____ per qntl. per month in case where the godowns are only to be given on lease.
15. The tender documents should be signed by the owner of the land/lessee in possession having a valid lease of the said land at least for eight years from the date of submission of tender duly authorized signatory with appropriate registered power of attorney duly executed by the firm/proprietor / owner as the case may be.
16. Conditional tenders will not be considered for acceptance and the earnest money deposited with these kind of tenders shall be forfeited.
17. Tenders which do not fulfill any of the condition or are incomplete in any respect shall be summarily rejected.
18. PUNGRAIN would be at liberty to reject any of the proposals at any stage, if the ownership of the land and non-encumbrance is found to be doubtful or improper.
19. Financial and technical expertise of the tenderer will be evaluated by PUNGRAIN through its authorized officers.
20. At places where there is a full rake Railway loading yard/railway goods shed, the site should preferably be within 8 KM of such yard. Where no full rake railway loading yard / railway good shed exists the site should be preferably be within a radius of 8 Km of the urban / rural local body bounding limits of such places. Wherever 25000 MTs and above capacity is required, it should preferably have the provision for private railway siding. In all cases except where railway siding will come, the godowns should preferably be within a radius of 8 KMs from the full

rake railway Good Shed. The land should also be preferably on National or State Highway. The road leading to the godown should be free from any kind of traffic restriction for truck movement Distance criteria of within 8 KMs. radius full rake railways good shed does not hold good for godowns within a railway siding.

21. The successful tenderer will get 15 days from the date of receipt of the tender acceptance letter issued by PUNGRAIN to sign the agreement for construction and a maximum period of one year for completion of construction in case of non-railway siding godown and two years in case of railway siding godowns. The delay in construction of maximum upto one year may be allowed with a similar reduction in the guarantee period. In case of delay beyond one year, the agreement will stand cancelled. PUNGRAIN will have discretion to choose the date of taking over the godown within 6 months of completion of the godown and the guarantee period will start from the date of taking over the godown.
22. The PUNGRAIN reserves the right to refuse to take over the said Godowns on guaranteed hiring for seven years if the construction of godowns is not completed in all respects and the godown is leased out to the PUNGRAIN by the stipulated date and in that event the Security Deposit of the entrepreneur is liable to be forfeited.
23. The tender shall not during the currency of the contract make without the prior approval of the PUNGRAIN, any changes in the constitution of the firm. The tenderer shall notify to the PUNGRAIN the death / resignation/registration of the partners / directors immediately on the occurrence of such an event. In absence of such notice / approval the PUNGRAIN shall have right to terminate the contract. The PUNGRAIN is not liable for any action arising out of change of constitution of the firm.
24. The tenderer shall execute a lease deed with PUNGRAIN on the day of taking over the possession of Godown to the PUNGRAIN which should be on the date as decided by the PUNGRAIN after the completion of godown in all respects.
25. Necessary ancillaries like formation of roads, Installation of Weigh Bridge, Construction of Office Building, Watchman Quarters, Compound wall for the site, drains, Electricity, Water Supply, Toilets etc., are to be provided by the investor in the Complex. The Rent indicated in the Tender Notice per Square Mt. or per bag per month shall be inclusive of all Ancillaries. No separate Rent will be paid for the office Building, Watchman Quarters, Weigh Bridge, roads, railway siding etc., The investor shall bear the charges on land which is being levied by the railways on annual basis from take off point to railway siding end point inside the godown premises and also the railway siding maintenance charges.
26. The tenderer will be allowed to develop additional storage capacity in the same premises for storage of other agricultural commodities including facilities for cold storage, food processing etc. to optimize assess utilization so long as it does not adversely affect storage and operation of FCI. However, such additional facility will not be covered under guarantee scheme and the investor should use normal market channels for hiring out such additional storage facilities. Before development such additional facilities, the entrepreneur will take permission from PUNGRAIN so as to ensure that such activities will not hamper PUNGRAIN operations and safety of its stocks. However, additional space must not be used for storing of hazardous commodity which may affect food grains.

27. That necessary approvals from the concerned rural and/or urban local bodies State and Central Govt. Departments/concerned authorities for the construction and running of Complex will be responsibility of Tenderer at his cost and the PUNGRAIN will have no responsibility in this regard, whatsoever.
28. In case of railway siding godowns, the tenderer shall enclose a feasibility report which should be ideally from the railways. However, in case it is not possible, the tenderer may at his own risk and cost submit the feasibility report on his own showing a detailed sketch plan of existing railway line and proposed location of godown along with a suggested layout of rails to be laid for connecting the plot to existing railway line. This report should also give the details of ownership of land through which the railway line proposed to be laid will pass and how it is proposed to acquire the land. PUNGRAIN will be at liberty to accept or reject this feasibility report based on its assessment. However, if later Indian Railways refuse to connect the proposed land/site with existing railway line on any ground, the earnest money and security of the tenderer will be forfeited notwithstanding the fact that the feasibility report submitted by the tenderer was accepted by the PUNGRAIN.
29. The tenderer has to enclose along with the tender a detailed site plan indicating the location of proposed structures and also showing the approach to Main Road. Change of the Site, change of Location of Structures in Site will not be ordinarily agreed by the PUNGRAIN once the proposal is approved. Any deviation without the prior approval of PUNGRAIN will entail breach of contract and termination of contract. The proposed land where the godown is to be constructed shall have good title unencumbered and free of any dispute, failing which PUNGRAIN reserves the right not to take over the warehouse on hire. The party should appoint required technical staff on work to study the specifications, Drawings etc, approved by PUNGRAIN and execute the work accordingly. However, the tenderer may after award of contract, with the permission of PUNGRAIN mortgage/charge the said property for availing advances for construction of the godowns.
30. That Estimated minimum land required for construction of non-railway siding godowns of 5,000 M.T capacities including ancillaries is 3.00 acres, and for additional capacity @ 2 acres per 5000 MTs. estimated minimum land required for the construction of railway siding godowns (full rake) of 25,000 MT capacities including ancillary structure is 15.00 acres and for 50,000 MT is 25.00 acres. For additional capacities extra land required is to be procured by the party accordingly.
31. PUNGRAIN reserves the right to award the work of HTC based upon the market competitive rate or to do this by any other means. PUNGRAIN also reserves the right to preserve and maintain the foodgrains stocks by itself through its staff or through any other party/agency at its sole discretion and the investor shall have no claim on these two items.
32. If godowns become un-storage worthy at any time or by an act of God or any other reason the PUNGRAIN will be at liberty to vacate the godowns at once without giving any notice to the party and PUNGRAIN will not be liable for any compensation or payment whatsoever for the remaining period of contract / agreement / guarantee period.
33. That the Notice Inviting Tender, all schedules and annexures to this tender document are to be read and construed as part of this tender and shall be binding on the tenderer/ contractor.

34 INDEMNITY:

The tenderer shall indemnify and hold harmless the PUNGRAIN against all claims which may be made in respect of this contract and in the event of any claim PUNGRAIN shall notify the tenderer of the same and the tenderer shall at his own expense either settle any such dispute or conduct any litigation that may arise therefrom.

35. CORRUPT PRACTICES:

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

36. INSOLVENCY AND BREACH OF CONTRACT:

The PUNGRAIN may at any time, by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say: -

- (i) If the contractor being an individual or if a firm, any partner thereof, shall at anytime, be adjusted insolvent or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force.
- (ii) If the contractor 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; or

The contract is also liable to be terminated If the contractor commits breach of any of the terms of the contact and in that event the contractor is responsible and liable for all the loss and damage arising out and as a consequence of such breach. PUNGRAIN shall have the right to proceed under risk & cost against the contractor.

Provided always that such determination shall not prejudice any right or action or remedy which shall be accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the PUNGRAIN for any extra expenditure he is thereby put to.

37. Law Governing The contract & Dispute Resolution

The contract will be governed by the laws in India for the time being in force.

All disputes arising out of this tender will be dealt in Court of Law of competent jurisdiction.

Annexure – I

(to be executed within 15 days of the acceptance of offer)

AGREEMENT BETWEEN PUNGRAIN AND INVESTOR FOR CONSTRUCTION OF GODOWN AND SUBSEQUENT LEASE TO PUNGRAIN

(UNDER THE SCHEME OF CONSTRUCTION OF GODOWNS FOR FCI –
STORAGE REQUIREMENTS THROUGH PRIVATE ENTREPRENEURS – 2008)

This agreement is made on this _____ day of _____ between PUNGRAIN (hereinafter called the PUNGRAIN which term shall include their successors) of the one part and _____ (hereinafter called the entrepreneur which term shall include his successors of the second part.

Whereas the entrepreneur is the lawful owner/lessee of a plot of land measuring _____ at _____ and more particularly described in the plan attached and therein delineated in red.

And whereas the entrepreneur is desirous of erecting godowns for _____ (capacity) on the said plot strictly as per the plan, designed, drawings, specifications approved by PUNGRAIN i.e. for the storage of foodgrains along with ancillary facilities such as Railway siding, weigh bridges etc. and Whereas pursuant to the contract bearing No. _____ awarded to the Entrepreneur vide _____ for construction of godowns to be completed within period the Entrepreneur intends to commence the construction of godowns under the said contract.

Now these present witnesses and the parties hereto agree as follows:

1. The entrepreneur shall at his cost complete the construction of godown as per the engineering and other godown specifications attached to the **schedule** this agreement in the scheduled property. Before starting the construction work, the entrepreneur should get its final lay out plan and detailed engineering drawings approved from PUNGRAIN. PUNGRAIN through its authorized officer will have a right to inspect the site from time to time and the entrepreneur will carry out their orders regarding any corrective action required.
2. The execution of railway siding in railway siding godowns along with the ancillaries such as signaling, electrification of siding etc., is to be completed by the entrepreneur at this cost. Similarly, all the other works involved in completion of railway siding as well as non-railway sidings are to be completed by the entrepreneur at his cost. All the necessary permissions from urban or rural local bodies, railways, Government of India and State Government as the case may be should also be obtained by the entrepreneur himself for the construction / completion as well as for running godowns as well as for the execution and usage of railway siding in case of railway siding godowns.

3. The entrepreneur will get maximum one year from the date of execution of this agreement in case of non-railway siding godown and two years in case of railway siding godowns for completion of the project. The delay in construction of maximum upto 1 year may be allowed with a similar reduction in the guarantee period. In case of delay in completion of construction beyond 1 year, the agreement will stand cancelled at the risk & cost of the entrepreneur. PUNGRAIN after satisfying itself that the godown has been completed as per the specifications and terms & conditions of this contract will have freedom to choose the date of taking over the godown within 6 months of completion of godown and the guarantee period will start from the date of taking over the godown.
4. All the construction material required for the construction work are to be procured in advance by the party only. The PUNGRAIN will not entertain any request by the party in this regard for the delay in completion of work due to non-availability of any materials.
5. Electronic Weigh Bridge of 60 M.T. Capacity of standard make as per specification in the Schedule.
6. In case of a Railway siding godown, if the main godown is complete in all respect and is storage worthy in all respect except the railway siding before the due date and PUNGRAIN/FCI requires such godown, PUNGRAIN/FCI may hire the same @ 60% of the rent agreed to on annual guarantee basis till the Railway siding is complete or on mutually agreed terms and conditions on actual utilization basis. This period will not be counted towards the guarantee period. However, in case railway siding is not completed by the due date as per the agreement the godown will not be hired under this seven year guarantee scheme and the plea that it could not be completed into the occupation of it by PUNGRAIN/FCI will not be agreed to. The guarantee period of the godown will start only from the date of actually making available the godown for storage after the completion of railway siding as envisaged in the agreement. Further, this clause does not confer any guarantee from PUNGRAIN to Investor of hiring of such godown on above basis before the completion of the same in all respects.
- 6 (a) However, hiring of railway siding godowns before completion shall be at the sole discretion of FCI and in no way dilutes the responsibility of the entrepreneur to complete the godown in every way by the due date including the railway siding, failing which all the consequences for the non completion of the godown will flow. In other words taking over of godown before completion of railway siding shall not act as estoppels against FCI.
7. The PUNGRAIN shall not extend the period of completion of work under any circumstances except as the laid down in the terms & conditions of the tender and reserves the right to refuse to take over the said godown, if it is not leased out to PUNGRAIN by the stipulated date.

8. That the tenderer shall agree to sign the Lease Deed in favour of PUNGRAIN on the day of taking over possession of the godown Complex by the PUNGRAIN.
9. **Indemnity:**
The tenderer have indemnify and hold harmless the PUNGRAIN against all claims which may be made in respect of this contract and in the event of any claim PUNGRAIN shall notify the tenderer of the same and the tenderer shall at his own expense either settle any such dispute or conduct any litigation that may arise therefrom.
10. The entrepreneur shall be responsible for complying with all the local laws & regulations regarding construction and use of land and the godowns. The entrepreneur shall be responsible for complying with all the local laws constructed upon the said land. The entrepreneur shall be responsible for any taxes, levies and inputs regarding use of the land and the godowns and shall indemnify the PUNGRAIN in this regard in all respects.
11. **Progress Report:**
- (i) The tenderer shall from time to time and render such reports concerning the progress of the contract and construction of godowns as may be required by PUNGRAIN.
 - (ii) The submission, receipt and acceptance of such reports shall not prejudice the rights of the PUNGRAIN under the contract, not shall operate as an estoppels against the PUNGRAIN merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.
12. **Taking over godowns:**
The parties to this agreement expressly agree that on completion of the construction of the said godown to the entire satisfaction of PUNGRAIN in terms of the contact, the Entrepreneur shall grant, convey, transfer and hand over the possession of the godown along with the premises, fixtures, fittings, installations on the date fixed by the PUNGRAIN for taking over the possession of the godown as per the contract and the PUNGRAIN shall take over the possession of the same on the date.
13. At the time of completion of the godown as well as at the time of taking over of possession of the Godown, a committee of the PUNGRAIN including two member from FCI duly authorized in this behalf will conduct the verification and in case, the Godown is not found strictly according to the specification and drawings, the PUNGRAIN may reject the Godown or to accept the Godown at a lower rate of rent or two take the possession of Godown on annual or short term lease. The decision of the PUNGRAIN in such matter will be final and binding on the party. The contractor shall at his own expenses afford the Inspecting Officer of FCI/PUNGRAIN to inspect the construction from time to time.

14. Security Deposit

The entrepreneur shall furnish the security deposit for completion of construction in time @ Rs. 50/- per MT for non railway siding godowns and Rs. 70/- per MT for railway siding godowns with the indenting office of PUNGRAIN within 15 working days from the date of receipt of acceptance letter, but on or before the execution of the agreement, in the form of Demand Draft issued by Nationalized Bank of Scheduled Bank in Favour of PUNGRAIN at (place). If the entrepreneur fails to furnish security deposit within the specified period, it shall be lawful for the Corporation to cancel the contract at the risk & cost of the contractor. The security money will remain with PUNGRAIN till the successful completion of the godown and six months thereafter or till the taken over of possession of the godown by PUNGRAIN, whichever is earlier. The earnest money deposited by the tenderer at the time of submission of the tender may be adjusted in this on the request of tenderer. In case the godowns are not completed and handed over within the scheduled time or anyone or more conditions envisaged in this contract are breached, the security deposit will be forfeited and guarantee given for such hiring of the godown will stand cancelled. The PUNGRAIN also reserves the right to forfeit the security money as well as refuse to take over the possession of the said Godown on guaranteed hiring for seven years if the same is not leased out to the PUNGRAIN by the date decided by PUNGRAIN after completion of the godowns by the entrepreneur.

The security deposit will be refunded without interest to the entrepreneurs on due and satisfactory performance of the services and on completion of obligations by the entrepreneurs under the terms of contract and submission of clear "No Demand Certificates" by the Managing Director, PUNGRAIN subject to such deductions from the security as may be necessary for making up the PUNGRAIN's claim against entrepreneurs successful completion of the godown and six months thereafter or till the taking over possession of godown by PUNGRAIN, whichever is earlier.

15. The contractors shall not during the currency of the contract make without the prior approval of the PUNGRAIN any changes in the constitution of the firm. The contractors shall notify to the PUNGRAIN the death / resignation of the partners / directors immediately on the occurrence of such an event. In absence of such notice and approval thereof by the PUNGRAIN, the PUNGRAIN shall have the right to terminate the contract. The PUNGRAIN is not liable for any action arising out of change of constitution of the firm.

16. INSOLVENCY AND BREACH OF CONTRACT:

The PUNGRAIN may at any time, by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say:-

- (i) If the contractor being an individual or if a firm, any partner thereof, shall at anytime, be adjusted insolvent or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force.

- (ii) If the contractor 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; or

The contract is also liable to be terminated if the contractor commits breach of any of the terms of the contract and in that event the contractor is responsible and liable for all the loss and damage arising out and as a consequence of such breach. PUNGRAIN shall have the right to proceed under risk & cost against the contractor.

Provided always that such determination shall not prejudice any right or action or remedy which shall be accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the PUNGRAIN for any extra expenditure he is thereby put to.

17. This agreement bilateral agreement between the PUNGRAIN and the involvement of Govt. of India by way of designing of the scheme of FCI by way of being associated at various stages from the tender notice to the signing of this agreement or even thereafter will not be construed as there being party to this bilateral agreement.

18. LAW GOVERNING THE CONTRACT & DISPUTE RESOLUTION

The contract will be governed by the laws in India for the time being in force.

19. ARBITRATION

All disputes arising out of this tender will be decided and settled through Arbitration.

- (a) All disputes and difference arising out of or in any way touching or concerning this contract, whatsoever shall be referred to the sole arbitrator i.e., Managing Director of PUNGRAIN or any other person authorized by him in writing. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the PUNGRAIN and that he had dealt with the matter to which the contract relates in the course of his duties as employee of the PUNGRAIN or he had expressed views on all or any of the matter in dispute. The award of such Arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director. PUNGRAIN, at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.
- (b) Provided further that any demand for arbitration in respect of any claims of the Contractors or of the PUNGRAIN under the contract shall be in writing and made within one year of the date of termination (expiry of the period) of the contract and where this provision is not complied with, the claims of

the contractors shall be deemed to have been waived and absolutely barred and the PUNGRAIN shall be discharged and released of the liability under the contract.

- (c) It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time for making and publishing the award.
- (d) The venue of Arbitration shall be Chandigarh.
- (e) The Arbitrator shall be deemed to have entered on the reference on the date when first hearing of the case takes place after due notice to the parties irrespective of/whether both the parties are present on that date or not.
- (f) The work under the contract shall, continue during the arbitration proceedings and not payment due or payable to the contractors shall be with held on account of such proceedings.
- (g) The costs of Arbitration shall be borne by the parties as per the decision of the Arbitrator.
- (h) The Arbitrator shall give separate award in respect of each dispute – referred to him.

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

NAME & DESIGNATION

ENTREPRENEUR

Witnesses:

1.

2.

(PRINCIPAL OFFICER)

NAME & DESIGNATION

Witnesses:

1.

2.

SCHEDULE - I

ENGINEERING SPECIFICATIONS OF THE GODOWNS: **STANDARD SPECIFICATIONS FOR 5,000 MT CAPACITY CONVENTIONAL** **TYPE GODOWNS**

1. Godown Center to Center 125.55 m x 21.80 m (412' x 71'-6")
2. Outside to Outside = 126.01m x 22.26m (413'-6" x 73')
3. Excluding both Varandah: 126.01m x 22.26m (413'-6" x 73')
4. Including both Varandah : 126.01m x 27.6m (413'-6" x 91')
5. Rail side Varandah Width: 3.05 (10')
6. Road Side Varandah Width: 2.44m (8')
7. Plinth level: 0.80m 2'-8"
8. 5,000 MT godowns = 3 Compartments
9. One Compartment C/C 41,85m (137'-3")
10. One Compartment = 1670 MT Capacity
11. No. of Stacks in each Compartment 12 Nos.
12. Size of Stacks = 6.10m x 9.15m (20' x 30')
13. Godown Height on each side in respect of road-fed = 5.60m & Rail-Fed = 6.35m
14. Varandah Truss on road side = 3.35m Varandah Truss on Rail fed side = 3.95m
15. No. of Rolling shutters = 12 Nos.
16. No. of collapsible gates 12 Nos.
17. Size of rolling shutters = (1.83m x 2.44m (6' x 8')
18. Size of collapsible gates 2.44 x 2.44m (8' x 8')
19. Bottom Ventilator size = 0.62 x 0.62m (2' x 2') = 42 Nos. (both long walls)
20. Top Ventilator size 1.54m x 0.62 m (5' x 2') = 54 Nos. (Both long walls)
21. V8 Ventilators = 0.38m x 0.62m (1'-3" x 2'-8") = 42 Nos.
22. For two – way truck traffic accessibility, minimum 6.7 meters wide road to the godown from the main road, should be provided.

Note: For road fed godowns continuous platform of 2.45 metre (8 ft) wide shall be provided on both sides of the godowns and for rail fed godowns 3.05 metre (10 ft) wide continuous platform on rail side and 2.45 metres (8 ft) wide platform shall be provided.

Any specifications not mentioned above will be as per the FCI existing specifications for conventional godowns. In case FCI does not have any specifications, CWC specifications for godowns will be followed.

In case specifications not covered by FCI and CWC then relevant IS code 607 of 1971 for construction of godowns will be followed.

Wind pressure for Tubular Trusses : 200 Kg/Sq.m and 150 Kg/Sq.m. or as per actual requirement.

Carpet Area of each compartment: 135'-9" x 70" = 9502.20 Sq. Ft.
(41.23m x 21.34m) = 879.85 Sq.m.

ANCILLARIES REQUIRED

Office Block, Watchman Quarters, Weigh Bridge, Compound wall with Electrification, Water Supply.

SPECIFICATIONS FOR THE CONSTRUCTION OF CONVENTIONAL TYPE GODOWNS BY PRIVATE PARTIES:

Godown

1. Normal size of Godown of 5,000 MT capacity

Internal. dimensions of the godown.

$$2 \times 41.23 \text{ m} \times 21.34 \text{ mt} = 1759.70 \text{ sq.mt.}$$

$$1 \times 41.27 \times 21.34 \text{ mt} = 880.70 \text{ sq.mt.}$$

1. I. **FOUNDATIONS:** The depth of foundation is proposed for Gravelly Soils at 1.30 M for columns and 1.20 M for panel walls (foundation design is based on for soil capacity of 10 tonnes per sq. mt). Cement concrete (1:5:10) is provided under columns and panel wall respectively. R.R. Masonry/Brick Masonry in cement mortar (1:6) is proposed for the foundation and superstructure. The excavated good quality of earth shall be reused to fill in the basement and remaining filling is proposed with selected earth and fine sand under floors. Cushion treatment shall be given with sand under bed concrete for black cotton Soils/poor soils to increase soil bearing capacity. Design of foundations should be suitable for the available bearing capacity of soil at site. The aforesaid foundation design is based on for soil capacity of 10 tonnes per sq.mt.
2. **Plinth Beam, Tie Beam & Columns:** R.C.C. mix of M 25 is provided to lay 0.10 M. thick plinth beam in hard soils and 0.15 M in case of poor soils, 0.25 M. thick tie beam around godown at 2.44 M. level and 0.20 M thick tie beam at 5.28 M. level in long walls are to be provided. The footings and columns are provided with R.C. mix of M 25 to all sizes of columns i.e. 0.38m x 0.46m, 0.34m c 0.34m and 0.46m x 0.46m or in place of RCC columns, ISMB of suitable size with pre-engineered trusses with C&Z purlins for fixing roof sheet shall be provided.
3. **Super Structure:** All the walls are to be provided with 34 cm (13-1/2") thick in brick masonry with cement mortar (1:6).
4. **Sun Breakers:** Sun breakers of size of 0.30m x 0.05m width and thickness respectively is to be provided all round the air inlets and Ventilators with CC (1:2:4) in cross walls in case ventilators are provided on gable walls.
5. **Finishing:** 12 mm thick cement plaster with cement mortar (1:6) on both sides i.e. internal and external walls, 6mm thick plaster with cement mortar

(1:3) on exposed surface of columns with 3 coats of white wash on inner walls & colour wash / snowcem on external walls.

6. **Platform:** Covered verandah of 2.44 m (8' – 0") wide with cantilever Truss on road side and 3.05 m (10") width on rail red side with AC/CGI/Al. Zinc coated sheet roof to be provided.
7. **Flooring:** (A) 230 mm thick sand filling for base. (B) 100 mm thick P C.C. (1:4:8) (1 cement, 4 coarse sand and 8, 40 mm nominal size stone aggregate) using stone aggregate of 40 mm size . (C) Fixing of glass strips 50 x 4 mm size in flooring for panels. (D) C.C (1:2:4) flooring 50 mm thick with neat cement concrete with mix of 1:2:4 (1 cement :2 coarse sand: 4 stone aggregate of 20 mm nominal size.).
8. **Roofing:** Tubular trusses on RCC columns or pre-engineered trusses supported on ISBM column with C&Z purlins for fixing A.C./CGI/Al. Zinc. Coated sheeting shall be provided. In each compartment 8 Nos. of fiber glass (Translucent) sheets are proposed (four numbers on each slope). Inside height of godown is 5.60 m (18'-3") for road fed & 6.35 m (20'-9") for rail-fed godown from Floor Top level to bottom of trusses.
9. **Windows, Ventilators, Rolling Shutters and Collapsible Gates:** Rolling shutters of size 1.84 m x 2.44m (6' x 8') fixed on inside wall, Windows of size 0.62m x 0.62m (2'-0" x 2'-0") and ventilators of size 1.54 x 0.62m (5'-00" x 2'-0") with angle iron frame as shown in drawing and collapsible gates of size 2.44 m x 2.44 m (8' x 8') fixed outside of walls.
10. **Roads:** 27.5 cm thick W.B.M. road (Metal Road) having clear width of 6.7 m (22') if there is one row of godowns and 15 m (49') wide road in between two rows of godowns with necessary layers of gravel base, metal layer as shown in drawing to with stand the Traffic, is to be laid with 4 cm thick premix carpet.
11. **Compound Wall:** 1.37 m (4'-6") high boundary wall in brick work (1:6) or RR. Masonry above Ground level with 0.6 m (2') High, 7 rows or barbed wire/concertine coils with angle iron posts 2.44 m (8') C/C on top of wall is to be provided. 15 mm thick plastering in cement mortar (1:6) on rough side of the wall 12 mm thick plastering with cement (1:6) on plain side of the wall is to be provided.
12. **Boundary Wall Gate & Wicket Gate:** 6.10 m (20') wide steel gate with tubes and 0.91m (3') wide wicket gate with tubes as per drawing.
13. **Electrical Installation:** External tube light / sodium vapour fittings on out side of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided in side the godowns as well as on platform with the sodium vapour or flurescent lamp lighting fixtures for operation of godowns during late hours.

14. **Water Supply:** Submersible pump to lift the water to overhead PVC tank with sufficient quantity for office block and drinking water provision for labour / Staff / Officers and others.

A) Office Building:

Building : 6.50 m x 7.42 m (21'-4" x 24'-4")
 48.23 Sq.m (519 Sq.Ft.)

Bath & Toilet: 2.90 m x 1.48 (9'-6" x 4'-9")
 4.29 Sq. m. (45 Sq. Ft.)

 52.52 Sq. m (564 Sq. Ft.)

SPECIFICATION:

1. **Foundations:** The depth of foundations proposed shall be 1.05 M. with leveling course of CC (1:5:10) 0.15 M. thick for all walls. Brick masonry / Random rubble stone masonry in cement mortar (1:6) is proposed for foundations. Filling with sand / gravel is proposed under floors. Sand cushion is to be provided depending on type of soils under bed concrete to increase bearing Capacity of soils.
2. **Plinth Beam. Sunshades. Roof Slab & Lintels:** R.C.C. mix of M25 for plinth beam 100 mm thick is provided over R.R. Masonry / brick work. Sunshades of size 0.76 x 0.05 M are provided for all external doors and Windows. Lofts are also provided. Roof slab is to be provided. Roof slab is to be provided with 100 mm thick R.C.C. mix of M 25 laying with impervious coat in cement mortar (1:4) using Acc-Proof. Lintel is provided over Doors & Windows with Sunshades.
3. **Super Structure:** Brick masonry in cement mortar (1:6) 0.23 m (9") thick is proposed.
4. **Finishing:** 12 mm thick cement plaster with cement mortar (1:6) on finished side of brick work and 15 mm thick cement plaster with cement mortar (1:6) on rough side of brick work.
5. **Painting:** Oil bound distemper two coates over one coat or primer for all internal surface walls and snowcem two coates over one coat of primer on external walls.
6. **Flooring:** Over 100 mm thick C.C. (1:5:10), 40 mm thick flooring in C.C. (1:2:4) with neat cement punning with glass strip panels is to be provided.
7. **Doors & Windows:** Wooden paneled doors of size 0.90 m x 1.98 m & 0.76 m x 1.98 m are to be provided for office building, bath & W.C. respectively. Wooden Windows of size 0.90m x 1.20 m paneled with iron grills are to be provided.
8. **Ventilators :** R.C.C. Pre-cast ventilator are provided.
9. **Sanitary:** Vitrous wash basin. Indian type water closet, ventilating shaft, rain-water pipes. Stone ware pipes of 100 mm, Septic tank & dispersion trench are to be provided as required.
10. **Electrification:** Internal & External Electrification to be provided as required.

11. WATCHMAN QUARTERS

Area : - 22'-3" x 18'-3" = 406 Sft. (6.78 m x 5.65 m = 38.31 Sq. m.)

Specifications:

1. **Foundations:** The depth of foundations proposed 1.05 m with leveling coarse of CC (1:5:10) 0.15 m for all walls. Random rubble masonry/brick work in cement mortar (1:6) is proposed for foundations. Filling with sand gravel is proposed inside basement. Sand cushion is to be provided depending on type of soils under bed concrete to increase bearing capacity of Soils.
2. **Plinth, beam, sunshades & lintels:** R.C.C. mix of M 25 plinth beam 100 mm thick is to be provided over R.R. masonry/brick work. Sunshades of size 0.76 m x 0.05 m are provided for all external doors and Windows. Lofts are also provided.
3. **Superstructure:** Brick masonry in cement mortar (1:6) 0.23 m (9") thick is proposed.
4. **Finishing:** 12 mm thick cement plaster with cement mortar (1:6) on finished side of brick work and 15 mm thick cement plaster with cement mortar (1:6) on rough side of brick work. White washing/colour washing three coats to all plastered surfaces to be provided.
5. **Flooring:** Over 100 mm thick C.C. (1:5:10), 40 mm thick flooring in C.C. (1:2:4) with near cement punning with glass strip panels is to be provided.
6. **Roofing:** Roofing with RCC Slab is to be provided.
7. **Doors, Windows & Ventilators:** Wooden paneled doors of size 0.90 m x 1.98m & 0.76m x 1.98m are to be provided for office building. Bath & W.C. respectively. Wooden Windows of size 0.90m x 1.20 m paneled with iron grills are to be provided.
8. **Sanitary Works:** Indian water Closet, ventilating shaft stone ware pipe of 100 mm dia, septic tank and dispersion trench are provided as required.
9. **Electrification:** Is to be provided as per requirement.
10. **Weighbridge & Cabin Room:** Electronic Lorry weight bridge of 40 / 60 MT Capacity (as per FCI requirement) with platform size 9m x 3 m or more of reputed make shall be installed. Cabin room of size 3.3 m x 4.8m shall be constructed.
11. **Land Requirement:**
 - a) For first 5,000 M.T Capacity =3.00acres
 - b) For additional capacity = @ 2 acre per 5000 MT
 - c) For 25,000 MT railway siding godown= 15 acres.
 - d) For 50000 MT railway siding godown=25 acres

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

The provision for fire fighting equipment and rain water harvesting should be kept in godown and ancillaries as per requirement.

The above land requirements are approximate and may change depending upon the shape and topography of the land.

**Lease and Services Agreement between PUNGRAIN and Entrepreneur
(To be executed at the time of taking over the godown by PUNGRAIN after the
godown is complete in all respect within the specified time)**

THIS AGREEMENT made on this theday of2009
BETWEEN THE State Warehousing (PUNGRAIN) _____, a body corporate
under the _____ (hereinafter called the "PUNGRAIN" which expression
shall, unless excluded by or repugnant to the context, be deemed to include their
successors in office) of the one part and M/s _____ (name & address of the
entrepreneur), (hereinafter called "Entrepreneur" which expression shall unless
excluded by or repugnant to the context, be deemed to include their heirs, executors,
administrators representatives and successors in office) of the other part.

WHEREAS pursuant to the offer of Seven years guaranteed hiring given by the
PUNGRAIN for using the godowns to be constructed with private participation and
whereas PUNGRAIN floated tenders for the same and after the acceptance of the
said tender a valid contract dated _____ has been concluded for the construction of
godown and subsequent lease to PUNGRAIN, binding between the parties therein in
accordance with the terms and conditions of the tender and as the Entrepreneur
since completed the Construction and handed over the possession to PUNGRAIN,
parties to the above contract further execute this Agreement.

Now this agreement witnesseth as follows:

1. The contract shall remain in force for a period of _____ Years. The
PUNGRAIN shall have the liberty to release the godowns after the minimum
guarantee period of 7 years Guarantee.
2. The tenderer shall be responsible to keep the godowns fit for storage of food
grains during the Agreement period with the Corporation. The Party shall be
responsible for the Annual or Casual repairs considered necessary by the
Corporation for the proper maintenance and storage of stocks. In case of any
urgency, the PUNGRAIN shall have the option to effect these repairs suo-

moto without any notice to party. The expenditure there of shall be deducted from the Monthly Rent and or from the Security Deposit.

3. PUNGRAIN may terminate the contract at any time during its currency, in case the party fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving Thirty days notice in writing to the entrepreneur at their last known place of residence / business and the Entrepreneurs shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by PUNGRAIN the Security Deposit of the entrepreneur shall be forfeited. The decision of the Managing Director, PUNGRAIN, under this clause shall be final, conclusive and binding on the entrepreneurs and shall not be called into question.
4. The PUNGRAIN shall pay the Rent through the Bank nominated by the investor during the Guarantee period from the date of taking over the godown Complex. The rent will be paid within 15 days of submission of the bills on monthly basis by the PUNGRAIN. Bank loan if required can be had from any banker at the initiative of the investor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the investor and the PUNGRAIN will give consent if required only to the extent of entering into tripartite agreement with the bank and the investor for payment of rent directly to the bank upon taking over of the godown.
5. Whereas from the date of taking over the possession of the said godown the PUNGRAIN shall pay the agreed rent to the Entrepreneur as far as possible within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by PUNGRAIN on or before ____day of every calendar month @ of Rupees -----/Sq.mt per MT of capacity totaling to an amount of Rupees -----/Month (gross area) and there will be no enhancement of rent during the agreed period of ----- years in case godown is hired with preservation and security etc. In case godown is hired with preservation and security etc., annual increase in rent will be necessary to give some escalation every year to take

care of the increase in preservation and security expenses because of increased chemical and labour cost. The increase will be given at the end of every year (after) making available the godown for storage based on 33 % (thirty three) percent of inflation rate which is based on the wholesale price Index (WPI) as published by Reserve Bank of India (RBI) for the financial year in which the annual rate of revision of godown rent falls. The said rate should be subject to the condition that after such an increase, the rates for space including preservation, security, etc, should not be more than the last declared CWC rates for FCI for one year guarantee hiring minus 15%. Further, for the purpose of this ceiling (ceiling for annual revision of rates) only the latest available CWC rates will be taken as a ceiling mark and in future no revision will be done from the back date on the ground that at the time of annual revision of rates, CWC rates belonged to some earlier year and the revised rates for the year in question have been declared now. Accordingly, where the implementing agency decides to hire the godown from private parties for both the space as well as preservation and security, the bidders be asked to quote only one tender rate inclusive of space as well as expenses on foodgrain preservation and security etc. Escalation every year in such cases will be applicable on these composite rates. The escalation will be further subject to the ceiling equal to the latest CWC rates for one year guaranteed hiring for FCI minus 15%. The PUNGRAIN agrees to make payment of rent to the Entrepreneur through the authorized bank of the Entrepreneur as per the request of the Entrepreneur till the contract remains in operation from the date of actual possession, as per request of the party/bank. The implementing agency shall be paid supervision charges @ 15% on the payment made by them to the private party whether they hire only the bare space from them or all the services (including foodgrain preservation security etc.) from them. However, in a particular case where after taking this 15%, the total rate becomes more than the latest CWC rates on the date of closing of tender then if the implementing agency agrees to take lower supervision rates so as to bring total outflow from FCI towards rentals and services equal to or lower than CWC rates, then lower supervision rates may be given to the implementing agency. Moreover, in such cases these lower supervisory charges will remain at the same rate throughout the guarantee

period of the particular godown. Impliedly, the implementing agency will not be paid 15% supervision charges where the agency itself is providing the preservation and security etc. services.

6. That the PUNGRAIN shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The PUNGRAIN shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the entrepreneur.
7. The expenditure on the major & minor maintenance as well as white washing; painting etc. will be borne by the Entrepreneur. The minor day to day repairs shall be carried out by the entrepreneur at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Entrepreneur within the time frame given by the PUNGRAIN through its local representative. Urgent repairs to stop damage to food grains or for the safety or security of PUNGRAIN/entrepreneur manpower or visitors etc. has to be carried out immediately. In case the Entrepreneur delays or fails to do the repairs as above, PUNGRAIN will be at liberty to undertake the work and the expenses will be charged on the rent payable and Security Deposit. Engine shunting charges, the stamping of the Weigh Bridge by the Weights & Measurements Department and taking up of regular Repairs of the weigh bridge is the Responsibility of the entrepreneur. However, if there is any Mechanical problem which needs urgent repair and entrepreneur fails to get it done immediately, it can be done by PUNGRAIN and expenditure so incurred will be charged from the entrepreneur and recovered from the lease Rent.
8. The PUNGRAIN shall permit the Entrepreneur's officials/ authorized agents to enter into the premises with or without workmen for inspection and repairs, with permission.
9. In case the godowns are hired without preservation and security etc. PUNGRAIN shall pay the electricity charges and water charges as per the bills received from the respective authorities. The Entrepreneur shall pay all

taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. The Meter reading for the electricity will be communicated to the PUNGRAIN by the Entrepreneur at the time of taking over possession. In case of default in making payment of such taxes and levies, PUNGRAIN will be at liberty to pay the necessary taxes to the concerned authorities and thereafter making recovery from the rent. In case the godowns have been hired with preservation and security etc. the electricity charges and water charges will also be paid by the entrepreneurs.

10. The Entrepreneur shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the Entrepreneur shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, if any, to such Authorities and or in compliance of statutory provisions and the Entrepreneur will be responsible for any fines or penalties imposed for the non compliance of any such rules.
11. The PUNGRAIN will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance of such size as the PUNGRAIN may deem fit.
12. That the Entrepreneur shall not keep any of his goods or materials in the scheduled property leased to the PUNGRAIN without prior permission of PUNGRAIN.
13. If the godown becomes un-storage worthy due to the fault of the Entrepreneur or by the act of God, PUNGRAIN is at liberty to vacate the godown at any time without any notice. In such a case no payment or compensation will be payable for the unexpired period of the guarantee period.
14. Weighbridge operations will be done by the PUNGRAIN, however maintenance of the Weighbridge, periodical certification of the weighbridge by Weights and Measures Department and taking up of repairs of the Weighbridge shall be the responsibility of the Entrepreneur. In case the Entrepreneur delays or fails to do the repairs as above, PUNGRAIN is at

liberty to undertake the work and the expenses will be charged on the rent payable.

15. The Entrepreneur must keep the scheduled property duly insured at all times during the agreement period.
16. That in terms of the contract, the guarantee given by PUNGRAIN is at liberty to sublease whole or any portion of the godown to any party/entity for such period the PUNGRAIN deems fit but not exceeding the agreement period subject to approval of FCI. The sublease can be effected by the PUNGRAIN without any further permission from the Entrepreneur and no extra payment or compensation will be payable to the entrepreneur for such sublease.
17. In case breach by the Entrepreneur of any of the terms of this agreement, the PUNGRAIN is at liberty to terminate the lease by giving one month notice to the Entrepreneur.
- 18.** The Entrepreneur shall indemnify, defend, and hold harmless the PUNGRAIN and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the Entrepreneur or its Management, employees, staff, agents, affiliates or entrepreneurs.
- 19. LIABILITY FOR LABOUR AND / OR PERSONNEL ENGAGED BY THE ENTREPRENEURS:**
 - a) All labour and / or personnel employed by the entrepreneurs shall be engaged by them as their own employee / workmen in all respects implied or expressed. The tender would engage only able-bodied workmen/labourer of sound character. In case of misconduct on the part of workmen / labourer deployed by the Entrepreneur, the Entrepreneur shall pay a penalty of Rs.10,000/- per incidence of misconduct in addition to the action against the defaulter under the law. Besides, in the event of loss of business due any labour employment problem the Entrepreneur will compensate the loss(s) to the PUNGRAIN at the penal rate to be fixed by

the competent authority from time to time. These losses are recoverable by way of liquidated damages.

- b) The responsibility to comply with the provisions of the various labour laws of the country, will be that of the Entrepreneurs.
- c) That the Entrepreneur shall be responsible and liable for discharging all the statutory liabilities under the Contract viz. payment of minimum wages, EPF, ESI etc. in respect of all the workers engaged by him and to produce the verifiable proof of such remittance periodically to the Corporation, failing which Corporation shall resort to such recourses available to it under the Contract. All the statutory levies arising out of this Contract shall be responsibility of the Investor.
- d) That there would not be any “Master-Servant” relationship between workers of the Investor and the Corporation.
- e) The Entrepreneur shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition Act), ESI Act, EPF and MP Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act, Indian Contract Act and all other statutory provisions and enactments as applicable to this Contract and any other statutory obligation brought hereinafter by any Government and applicable to the contract and report periodical compliance of the same.
- f) The local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf shall allow the entrepreneurs, his agents, representatives or employees to enter into the premises defined above for the sole purpose of rendering the said services for PUNGRAIN. The entrepreneurs shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and properly by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of entrepreneur shall be deployed in the operational areas only. The entrepreneurs employees without assigned job shall, under no circumstances enter the premises defined above.
- g) The laminated nametags for all the entrepreneurs’ employees deployed at the premises with photographs should be signed by the entrepreneurs and got countersigned by the Local authorized representative of the PUNGRAIN at the Warehouse or any officer action on his behalf.
- h) Full details about the names, addresses, both local and permanent and three copies of their photographs will be furnished to the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf. They will also be provided with necessary photo identity

cards by the entrepreneurs duly certified by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf for regulating their entry into the premises for the bonafide purpose connected with this work.

20. The entrepreneurs shall not during the currency of the contract make without the prior approval of the PUNGRAIN, any changes in the constitution of the firm. The entrepreneurs shall notify to the PUNGRAIN the death / resignation / registration of the partners / directors immediately on the occurrence of such an event. In absence of such notice / approval the PUNGRAIN shall have the right to terminate the contract. The PUNGRAIN is not liable for any action arising out of change of constitution of the firm. The entrepreneur shall not sublet / transfer or assign the contract or any part thereof. In the event of the entrepreneurs contravening this condition, the PUNGRAIN shall be entitled to get the work done from other firm/entrepreneur on the entrepreneurs account and at the risk and cost of entrepreneurs and the entrepreneurs shall be liable for any loss or damage which the PUNGRAIN may sustain in consequence arising out of such replacing of the contract. PUNGRAIN is hiring these spaces for keeping FCI and/or its own Food stocks, however, PUNGRAIN will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the entrepreneur on this account. While doing so, PUNGRAIN will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that PUNGRAIN will later remove these temporary structures at its own cost.

21. **ACCOUNTS:-**

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 local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf or an officer acting on behalf of Managing Director, PUNGRAIN including the accounts and audit officers. The entrepreneurs shall be responsible to produce the same at such time and place as may be directed by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf. PUNGRAIN will have right to prescribe any document, register, record to be maintained by the entrepreneur and entrepreneur will be bound to maintain such documents, registers and records without any charges.

- 21(A) The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. "**Law**" or "**Laws**" includes all applicable statutes, enactments, Acts of legislature or parliament, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, circulars and orders of any Government, statutory authority, court and tribunal in India.

22. SECURITY DEPOSIT:-

- a. The Entrepreneur shall furnish, within a week of acceptance of his tender, security deposit @ Rs._____ per MT for full storage capacity of the godown(s) in the shape of irrevocable bank guarantee and cash deposit at a ratio 5:1 failing which the contract shall be liable to be cancelled at his risk and cost and also subject to such other remedies as may be available to the PUNGRAIN under the terms of the contract. The bank guarantee shall be in the form issued by any Nationalized / Scheduled banks.
- b. The security deposit at the time of signing of the agreement for the construction of godown of the willing investors can be adjusted against the security deposit for this agreement.
- c. The security deposit will be refunded to the entrepreneurs on due and satisfactory performance of the services and on completion of obligations by the entrepreneurs under the terms of contract and submission of clear “No demand Certificates” by the Managing Director, PUNGRAIN subject to such deductions from the security as may be necessary for making up the PUNGRAIN’s claim against entrepreneurs within six months from the successful completion of the contract or till the settlement of claims whichever is later.
- d. It is made very clear that no interest is payable on the amount of security deposit lying with PUNGRAIN in any form under the contract.
- e. The decision of the Managing Director, PUNGRAIN as of the amount determined for deduction from the security deposit will be final and binding on the entrepreneurs.
- f. In case the godown has to be hired with preservation and security etc. services then the entrepreneur will be responsible for abnormal storage losses both at the time of receipt and dispatch of the stocks, if on an investigation the same are found to be because of the fault of the entrepreneur. The Storage losses acceptable to FCI will be allowed and the value of unacceptable losses in Storage will be recovered, in the same manner as the FCI deals with the storage losses /gain applicable to the stocks of FCI kept in SWC godowns.
- g. Where the godowns have been hired with the preservation and security etc the entrepreneur is liable to give delivery of stocks as and when required by the PUNGRAIN. In case the same is refused to PUNGRAIN or any authorized agent under the circumstance within his control, except any natural disaster, the PUNGRAIN is liable to recover/withhold the storage charges for the refusal period proportionate to the quantity of stocks withheld/refused for delivery.

SET OFF

Any sum of money due and payable to the entrepreneurs (including security deposit refundable to him) under this contract may be appropriated by the PUNGRAIN and set off against any claim of the PUNGRAIN for the payment of any sum of money arising out of this contract or under any other contract made by the entrepreneurs with the PUNGRAIN

- (a) All disputes and difference arising out of or in any way touching or concerning this contract, whatsoever shall be referred to the sole arbitrator i.e., the Managing Director of PUNGRAIN (PUNGRAIN),or any other person authorized by him in writing. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the PUNGRAIN and that he had dealt with the matter to which the contract relates in the course of his duties as employee of the PUNGRAIN or he had expressed views on all or any of the matter in dispute. The award of such Arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act or resigning for any reason, the Managing Director. PUNGRAIN, at the time of such transfer, vacation of office or inability to act or resigning shall appoint another person to act as Arbitrator in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which his predecessor left it.
- (b) Provided further that any demand for arbitration in respect of any claims of the Entrepreneurs or of the PUNGRAIN under the contract shall be in writing and made within one year of the date of termination (expiry of the period) of the contract and where this provision is not complied with, the claims of the entrepreneurs shall be deemed to have been waived and absolutely barred and the PUNGRAIN shall be discharged and released of the liability under the contract.
- (c) It is further provided that the Arbitrator may from time to time and with the consent of the parties enlarge the time for making and publishing the award.
- (d) The venue of arbitration shall be _____.
- (e) The Arbitrator shall be deemed to have entered on the reference on the date when first hearing of the case takes place after due notice to the parties irrespective of/whether both the parties are present on that date or not.
- (f) The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the entrepreneurs shall be with held on account of such proceedings.

- (g) The costs of arbitration shall be borne by the parties as per the decision of the Arbitrator.
- (h) The Arbitrator shall give separate award in respect of each dispute-referred to him.
24. That this Lease Deed comprises of the Lease Deed and its Schedule.
25. Any doubts in interpretation of the terms of this lease deed, the decision of PUNGRAIN shall be final and binding on the parties.
26. **Additional terms & conditions where the godown is hired with services for preservation and security etc. from the entrepreneur.**
- i. The Entrepreneur shall render all or any of the services given in enclosed document as and when necessary and as directed from time to time by the Local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf, together with such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf and are not inconsistent with terms and conditions of this agreement.
- ii. **LIABILITY OF CONTRACTORS FOR LOSSES ETC., SUFFERED BY PUNGRAIN:**
- a) The personnel in different categories will have to be positioned by the contractors, preferably such people who have exposure to computerized operations keeping in view the fact that operations at the Warehouse will be computerized. In the event of any fault or defaults on any particular day/days on the part of the contractors in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf who, in his absolute discretion, without prejudice to other right and remedies under this contract, shall have the right to recover by way of compensation from the contractor up to Rs.1,000/- per day besides making temporary alternate arrangements to cope-up with the work at risk and cost of the contractors who will be liable to compensate the consequential damages, if any. This decision of the Local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf on the question whether the contractors has committed such a fault or has failed to perform any of the services efficiently and also his liability for payment of compensation and its quantum, shall be final and binding on the contractors.
- b) In case of any shortage or damage / loss etc., to goods for whatsoever reason and cause while the same are in the custody of the contractors, the contractors or during the rail / road transit to and from the godown for

which fault has been found of contractor as per clause shall be liable to make good to the PUNGRAIN the value of the goods including, penalties and fines as are leviable by the Managing Director for such shortage or damage/loss etc.as per the policy in vogue at the time of such imposition. In addition, if there is any reason for suspicion of collusion of the contractors or his employee in such losses or damage, the local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, PUNGRAIN will be final and binding on the contractors.

- c) The contractors shall be responsible for any loss, destruction or deterioration of food grains or any damage or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees / labourers also to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the PUNGRAIN to the depositors on account thereof and shall pay all claims met, and also litigation expenses, if any, incurred by the PUNGRAIN immediately on demand without any demur . The PUNGRAIN shall have the right to deduct the amount of such loss from any bill (including security deposit) then due or may become due to the PUNGRAIN under this contract. The decision of the Managing Director, PUNGRAIN shall be final and binding on the contractors in this regard.
- d) In the event of failure of the contractors to undertake the work after award of contract or resiling from the contract during its currency the PUNGRAIN shall have the right to get the work done at his risk and cost and the contractors shall be liable to make good the loss, if any, suffered by the PUNGRAIN on this account. The PUNGRAIN shall also have the right to deduct the amount of such loss from any sum (including earnest money and security deposit) then due or which at any time thereafter may become due to the Contractors under this contract and to claim the balance amount from the contractors.
- e) The contractor should ensure to keep all the time adequate required labour to cope up with the work and maintain certain productivity norms for the gangs deployed for the purpose of preservation, maintenance and security of stocks.
- f) The contractors shall be responsible for the abnormal losses in storage. The storage losses acceptable to FCI will be allowed and the value of unaccepted losses in storage by FCI will be recovered from the

contractors at the rates in vogue for recovery of such losses in FCI / PUNGRAIN (whichever is higher).

iii) VOLUME OF WORK:

- a. The volume of food grains in storage is likely to fluctuate (increase or decrease) and no claim for fluctuation in the volume of work to be handled during the currency of the contract will be entertained.
- b. Where the godown is hired with preservation and security etc rent than such godown should not be used for higher than the guarantee capacity.

iv) REMUNERATION:

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

- v) The Agency to be engaged shall be reasonable for preservation of stocks in accordance with the Technical Manual of the PUNGRAIN for preservation of stocks as is in force and as may be amended from time to time.
- vi) The Agency/Contractor shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- vii) The fool-proof security arrangements shall be made by the same agency/contractor in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the firm (contractor) shall be liable to compensate the PUNGRAIN to the extent of economic cost of the stocks.
- viii) The Joint-locking system will be adopted i.e. one set of keys shall be held by the in-charge of the complex of godowns of a particular unit, Warehouse Manager/Technical Assistant or any other official(s) authorized on this behalf and the other set of keys shall be held by the agency authorized representative. Investor shall deploy its personal to verify the correctness of the Receipt/dispatch of stocks by deploying his work force for this purpose and the Authorized representative of investor will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the employee of the PUNGRAIN 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.

- ix) The Agency Contractor shall provide all infrastructure required i.e., Dunnage Wooden Crates/Bamboo mats, Polythene film, LDPE Covers, Net, Tarpaulins, Insecticides fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the PUNGRAIN for the purpose as (in force and as may be amended) per the instructions from time to time.
- x) The Agency/Contractor will also require purchasing all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the authorized officer of the PUNGRAIN for this purpose.
- xi) The Agency/Contractor 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 Head Office of the PUNGRAIN and also in the presence of the authorized representative of the Head Office of the PUNGRAIN.
- xii) In case of receipt of rain affected stocks of wheat/paddy, the contractor/agency shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks for a period of 6 months from the date of storage and it will be his responsibility for _____ subject to condition that this period could be extended by mutual consent otherwise the PUNGRAIN shall take over the stocks for its disposal or for further preservation.
- xiii) **DERIVING OF RATES FOR EXTRA/SUBSTITUTED ITEMS:**
- a. The rates for any new items or substituting the existing item by a modified item would be derived strictly in the manner given below:-
 - b. As far as possible the rates of a new item of work or part work would be derived from the existing rate schedule and would be acceptable to the contractor. If no such operation or its rates were available, market rate would be ascertained by PUNGRAIN and paid for.
 - c. The decision of the Regional Manager, PUNGRAIN(Concerned) in this regard would be final and binding. The tender(s) shall sign every page of the tender document under seal of the company to ensure that they have read and understood clearly all the clause stipulated in the tender and submitted their offer thereafter.
- xiv) The Contractor shall provide the following manpower.

Sl.No.	Capacity in MT	Clerks & Accountants	Security(DCPs)	Sweepers
01	10,000	02	03	04
02	20,000	04	05	08
03	30,000	06	06	10
04	40,000	08	08	12
05	50,000	10	10	14

xv) Following services will also be provided by the contractor.

- a. Radio transmitting facility with 25 Kms Operation.
- b. Computer with internet facility Nos:-

Storage Capacity	No. of computers
10,000 MT	02
20,000 MT	03
30,000 MT	04
40,000 MT	05

Since the Food Corporation of India is managing its daily stock accounts and other allied activities like PDS etc., by feeding the data in the IISFM software and transmitting the data to the central server in New Delhi through Internet, it will be obligatory on the part of the contractor to feed data on daily basis as prescribed and also maintain stock account through the IISFM software. In case the contractor fails to provide this service, he is liable for recovery of 2% of the monthly rent as per the penalty and in addition PUNGRAIN will be free to get the job done by outsourcing it or through its own staff and the Investor will be liable to pay all the cost incurred on this alternative arrangement to the PUNGRAIN.

- xvi)** The lessor shall provide comprehensive insurance of the stocks against loss sustained on account of fire , floods and inundation, cyclone, riots & strikes ,earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc. Insurance of stocks will 100% of acquisition cost of stocks of the lessee received in the warehouse premises of the lessor hired by lessee. The beneficiary of the policy obtained by the warehouse owner shall be lessee. This insurance cover provided by the lessor shall be part and parcel of the hiring charges. The lessee shall cover the fidelity guarantee of the lessor by taking appropriate fidelity insurance policy and the premium so paid by the lessee shall be recovered on pro rata basis from the monthly hiring charges payable to the lessor by the lessee.

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

NAME & DESIGNATION
(PRINCIPAL OFFICER)

Witnesses:

- 1.
- 2.

ENTREPRENEUR

Witnesses:

- 1.
- 2.

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

1. PRE- STORAGE STEPS:

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

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

2. CHECK UP OF GODOWNS:

In order to avoid the possibility of damage to the stocks to be stored, the Warehouse Manager/TA/JA should check up that there will be no leakage from roof or walls during monsoon and that godown floor does not suffer from seepage. The godowns should be in perfect repairs. 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 disinfestations 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 exceed the size of 30 ft. x 20ft.

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.

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. metre 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:

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

G. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:

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

H. FORTNIGHTLY INSPECTION:

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

Check up godown walls, roof and floor.

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

Check up of representative sample of each stack.

Check up of stocks of different depths/sides in case of bulk storage.

I. DURING INSPECTION IT SHOULD BE ASCERTAINED WHEREAS:-

- 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 H.O/RM Office.

J. FUMIGATION :

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

Dosage-3 tablets or 9 grms per MT of stocks Exposure period: 5-7 days

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

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

ash and dead pest & stocks should be sprayed with Deltamathrion or with DDVP (in case of crawling infestation) to eliminate the chances of any living pest.

The Agency/Contractor will also require purchasing of all insecticides required for maintenance of health of stocks during a particular calendar year at least three months in advance. He will also have to deposit the purchase bill of insecticides so purchased with the Regional Manager concerned.

The Agency/Contractor will also have to maintain the record of the insecticides consumed from time to time and also the empty container/tubes, which will be disposed of with the prior approval of the Head Office and also in the presence of the Authorized Representative of the Regional Office.

K. TREATMENT FOR RAIN AFFECTED STOCKS:

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

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

As soon as specials are allotted the agency/contractor will get the priority & identification of the stocks to be delivered done from FCI. After loading the special it will be responsibility of concerned agency/contractor to get all clear Despatch Documents from FCI within specific period so that payment from FCI may be realized within stipulated period.

14. BRIEF DISCRPTION OF WORK:

- i. The agency/Contractor shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii. The joint-locking system will be adopted i.e. one set of keys shall be held by the in-charge of the complex of godowns of a particular unit Warehouse Manager / Technical Assistant or any other Official(s) authorized on his behalf and the other set of keys shall be held by the Agency/contractor's authorized representative. The investor shall deploy its personnel to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of investor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the PUNGRAIN 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 and cause, while the same are in the custody of the contractors, the contractors shall be liable to make good to the

PUNGRAIN the value of the goods including, penalties and fines as are leviable by the Managing Director for such shortage of damage or loss etc. In addition, if there is any reason for suspicion of collusion of the contractors or his employee in such losses or damage, the Local authorized representative of the PUNGRAIN at the Warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, PUNGRAIN will be final and binding on the contractors.

- iv. iv) The agency/contractor shall also ensure receipt/despatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the agency / contractor for any default in this regard will be governed as per the instructions / procedure 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 agency / contractor to keep themselves updated with the latest amendments / modifications in the above instructions.

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

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

SCHEDULE -II

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.	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4.	Beam Scales for weighment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5.	Foot Sprayers		2 Nos
6.	Moisture meter	Model No.6005-SL	1 No
7.	LDPE Polythene Cover	Size 32'x21'x17' Average Thickness 1000 gauge Weight 52 kg.	24 Nos
8.	Sand Snakes	Length 40' with dia of 7"	1600 Nos
9.	Pokers(iron ake)		4
10.	Ename1 Plates		4
11.	Sieve set		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.	Aluminium Phosphide	Each tablet of 3 grms (for fumigation purpose)	90 Kgs per fumigation for 10,000 MT (maximum 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)	5 Kg per month

MODEL FORM OF BANK GUARANTEE BOND/ GUARANTEE BOND

In consideration of the _____ PUNGRAIN, _____ (hereinafter called the PUNGRAIN having agreed to exempt _____ (Hereinafter called 'the contractor(s)') from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called the Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the Agreement, on production of a bank guarantee for Rs. _____ Rupees _____

_____ We _____
(Hereinafter referred to as the Bank) (at the request of _____) Contractor(s) do hereby undertake to pay the PUNGRAIN an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by any act of the contractor of any of the terms or conditions contained in the Agreement.

1. We _____ do hereby undertake to pay the amount due and payable under this guarantee without any demur on a demand from the PUNGRAIN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the PUNGRAIN by reason of breach by the Contractor(s) or any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

2. We undertake to pay to the PUNGRAIN any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal.

The payment so made by us under this bind shall be a valid discharge of our liability for payment there under and the contractor(s) have not claim against us for making such payment.

3. We _____ 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 Agreement and that it shall continue to be enforceable till all the dues of the PUNGRAIN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ PUNGRAIN certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

4. We _____ further agree with the PUNGRAIN that the PUNGRAIN shall have the fullest liberty without our consent and without effecting in any manner obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the PUNGRAIN against the said contractors(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the PUNGRAIN any indulgence by the PUNGRAIN to the said contractor(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.

5. This guarantee will not discharged due to the change in the constitution of the Bank or the Contractor(s).

6. We _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of PUNGRAIN in writing.

Dated the _____ day of _____ 2010 for

(Indicate the name of bank, seal and complete address)

AGREEMENT OF GUARANTEE
(BETWEEN FCI AND PUNGRAIN)

This Deed of Guarantee made on this theday of2009 between The Food Corporation of India, a Corporation formed under the Food Corporations Act having its Head Quarters at New Delhi and Regional Offices among other places at ----- hereinafter called the FCI which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office of the one part and State Warehousing (PUNGRAIN)_____, a body corporate under the _____ (hereinafter called the “PUNGRAIN” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

- 1.0 WHEREAS FCI has agreed to give guarantee for Seven years for using godowns to be got constructed in (locations) along with the tonnage as decided by GM, FCI and intimated to the PUNGRAIN as (capacity) MTs (with or without railway siding) and has agreed to make such payments of storage charges to PUNGRAIN on the basis of payments made by them to entrepreneurs for renting of godowns and expenses on food grains, Preservation, security, etc. (pre-determined by FCI) along with 15% supervision charges on godown rent . PUNGRAIN would invite tenders from private entrepreneurs for construction and hiring of godowns with or without Railway siding and with or without Preservation and maintenance, including security. The payment to PUNGRAIN would be subject to the specifications of godowns and services of storage being equal to CWC as per instructions from time to time, issued by FCI Headquarters.

- 2.0 This guarantee shall be applicable to the godowns where construction is completed in all respects as per FCI specifications including weighbridges and other infrastructures and fit for operation made available to FCI within a period of 12 months in case of non-railway siding godowns and 24 months in case of siding godowns or earlier from the date of agreement in each case, prospectively, subject to the one year extension and consequent reduction in the Guarantee. FCI will have the freedom to choose a date for taking over of the godown by PUNGRAIN within six months of the completion of godown.

- 3.0 The time limit to sign the agreement by the party, commencement and completion of construction and for taking over of godowns by PUNGRAIN and the commencement of the guarantee period etc. would be governed by the conditions as stipulated in Scheme for construction of godowns for FCI storage requirement through private entrepreneurs 2008” and as stipulated in the Tender Document.

- 4.0.1 The responsibility of maintenance of the godowns would lie with the CWC/PUNGRAIN to whom the supervision charges will be payable. Further,

in view of para 9.3 of the Scheme, CWC/PUNGRAIN shall have full responsibility for the losses in foodgrain stocks, the storage loss (in excess of limits prescribed for FCI during the relevant period) shall be deducted from the total rentals payable to CWC/PUNGRAIN.

- 4.0.2 The CWC/PUNGRAINs will be free to take other services like security, preservation of food grain stocks etc. from the entrepreneur or to arrange it through their own staff. In both the cases, the CWC/PUNGRAIN will have full responsibility for the losses (in excess of limits prescribed for FCI during the relevant period) in the food grain stocks. The employees / workers engaged by CWC/PUNGRAIN shall be their responsibility and FCI shall not be liable for any claim lodged by them in any manner whatsoever.
- 4.0.3 H&T contract will be decided by CWC/PUNGRAIN for two years, through a transparent competitive system and FCI reserves right to inspect the record and if FCI feel the rates are not reasonable/exorbitant then CWC/PUNGRAIN will be asked to go in for re-tendering.

5.0 **Renting out vacant storage space;**

- 5.0.1 With the consent of FCI even during the guaranteed period, the vacant space maybe hired out to other parties with the rent received being adjusted against the guaranteed amount for the period so hired out and surpluses, if any, being shared in the ratio of 50:50 between the FCI and the CWC/PUNGRAINs. Moreover, FCI on its own can also ask CWC/PUNGRAINs to hire out surplus space for a specific period and these bodies will be obliged to sincerely make efforts in this direction.
- 5.0.2 It will be ensured by FCI while giving consent that only such commodities are allowed to be stored which do not affect FCI stocks during storage as also such storage does not adversely affect FCI operations.
- 5.0.3 The surplus space shall be physically segregated in the form of separate compartments before being hired out. It shall be ensured by the concerned party that in this exercise, there is no risk whatsoever to the food grain stored in the godown.
- 5.0.4 All the terms & conditions laid down in the Scheme for Construction of Godowns for FCI – Storage requirements through Private Entrepreneurs shall be part of this Guarantee.
- 5.0.5 In the event of any disputes arising out of this Guarantee, it will be resolved vide office memo No. DPE/4(10)/2001-PMA-GLI dated 22.1.2004 issued by Ministry of Heavy Industries and Public Enterprises, Deptt. of Public Enterprises, Govt. of India. The relevant clause is as under:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitration in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The parties herein agreed not to seek recourse under the provisions of The Arbitration and Conciliation Act, 1996. The

award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

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

For & on behalf of PUNGRAIN

For & on behalf of FCI

Witnesses:

1. _____

2. _____

The details of the locations and capacity required at each location is given below:

Sr. No.	District	Location	Capacity in M.T.
1	Amritsar	Beas	45000
		Chheratta	305000
		Jandiala	115000
		Total	465000
2	Barnala	Tapa	65000
		Barnala	225000
		Total	290000
3	Bathinda	Bhatinda	125000
		Bhuchu	105000
		Goniana	60000
		Maur	80000
		Raman	140000
		Rampuraphul	185000
		Total	695000
4	Fatehgarh Sahib	Gobindgarh	15000
		Sirhind	75000
		Total	90000
5	Ferozpur	Abohar	275000
		Fazilka	200000
		Ferozepur	220000
		Guruhar Sahai	65000
		Jalalabad	70000
		Makhu	110000
		Talwandi Bhai	45000
		Total	985000
6	Faridkot	Faridkot	115000
		Jaitu	55000
		Kotkapura	110000
		Total	280000

7	Gurdaspur	Batala	20000
		Dhariwal	30000
		Gurdaspur	20000
		Total	70000
8	Hoshiarpur	Hoshiarpur	5000
		Tanda	15000
		Total	20000
9	Jalandhar	Nakodar	50000
		Nurmehal	45000
		Phillaur	65000
		Shahkot	50000
		Total	210000
10	Kapurthala	Kapurthala	165000
		Phagwara	25000
		S.P. Lodhi	20000
		Total	210000
11	Ludhiana	Jagraon	45000
		Kilaraipur	60000
		Mullanpur	70000
		Sahnewal	5000
		Total	180000
12	Mansa	Bareta	70000
		Budhlada	185000
		Mansa	100000
		Total	355000
13	Mohali	Kurali	5000
		Total	5000
14	Moga	Ajitwal	110000
		Moga	280000
		Total	390000

15	Muktsar	Bariwala	5000
		Gidderbaha	115000
		Malout BG	275000
		Muktsar	310000
		Total	705000
16	Nawanshahar	Banga	25000
		Nawan Shahr	50000
		Total	75000
17	Patiala	Nabha	175000
		Patiala	390000
		Total	565000
18	Ropar	Morinda	20000
		Ropar	60000
		Total	80000
19	Sangrur	Ahmedgarh	45000
		Dhuri	125000
		Lehragaga	65000
		Malerkotla	80000
		Sangrur	95000
		Sunam	160000
		Total	570000
20	Tarn Taran	Patti	340000
		Tarn Taran	155000
		Total	495000
	Grand Total		6735000