

**PUNJAB STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED
(MARKFED), Plot no. 4, Sector 35 B, Chandigarh**

DETAILED NOTICE INVITING E-TENDER

E-bids are invited under two-bid system from Tenderer who owns Land / CAP premises or holds Land / CAP premises under registered lease deed for a minimum period of 13 years with permission to construct godown or willing to acquire land by way of ownership /registered lease deed within 120 days from the date of acceptance of E-Tender for construction of godowns for Storage Requirements of FCI to be managed and supervised by MARKFED for a guaranteed lease of Ten years on Build, Own & Operate/lease basis for 5 LMT capacities for storage of food grains at the following locations mentioned below:

Sl. No.	REVENUE DISTRICT	Location	Name of Rail Head	Proposed capacity (In MT)
1	Amritsar	Bharariwal/Chabbal/Majitha	Khasa	90,000
2	Amritsar	Bhikhiwind / Patti	Patti	90,000
3	Bathinda	Goniana / Bhagta Bhai	Goniana	40,000
4	SAS Nagar	Dappar	Dhulkot	20,000
5	FG Sahib	Khamanon / Sanghol	Khamanon	20,000
6	FG Sahib	Sirhind / Chanarthal	Sirhind	20,000
7	FG Sahib	Bassi Pathana	Bassi Pathana	10,000
8	Fazilka	Fazilka/ Ladhuka	Fazilka	1,00,000
9	Fazilka	Jalalabad/Roranwali	Jalalabad	60,000
10	Ferozepur	Ferozepur	Ferozepur	20,000
11	Mansa	Bareta	Bareta	30,000
	Total			5,00,000

Event Chronology:

1.	Date for availability of MTF on GeM Portal	09.05.2025
2.	Place, date and time for Pre-Bid investors meet.	<u>15.05.2025, 11:00 AM at Markfed House, Sector 35-B, Plot No. 4 - Chandigarh</u>
3.	Tender Submission Last Date	09.06.2025 till 12.00 Noon
4.	Date & Time of Opening Technical Bid	09.06.2025 at 12.30 PM
5.	Date and time of Opening Price Bid	Shall be intimated only to technically eligible bidders.
6.	Validity of E-tender	120 days
7.	Name and Designation of Authority Inviting E-tender	Managing Director, MARKFED

The e-tender documents & other details are available on the GeM Portal, i.e., <https://gem.gov.in>. free of cost. Tenderer shall transfer EMD electronically within the prescribed time through RTGS/NEFT in the following bank account:

NAME OF BENEFICIARY	Managing Director, MARKFED
BANK NAME	Indian Bank
BANK BRANCH ADDRESS	Mohali, SCF No. 73, Phase IX, Mohali
ACCOUNT NO	CA 7188573545
IFSC CODE	IDIB000M728

- (Note: Tenderer should submit separate EMD for each location applying for as per instruction given in MTF)
- Offers for smaller capacity will also be considered in case sufficient offers are not received for the capacities indicated above against any one or more locations subject to the condition that minimum godown size should be of 5,000 MT. Capacity applied should be in the multiples of 5000 MT only
 - The Tenderer shall submit consolidated/complete E-Tender form along with annexures for each location and site separately.
 - The E-Tender documents & other details are available on the GeM Portal, i.e., <https://gem.gov.in> free of cost.
 - The duly completed E-Tender in the manner prescribed shall be uploaded on the GeM Portal upto 12.00 Noon on 09.06.2025 and the Technical Bid shall be opened on 09.06.2025 at 12.30 PM in the presence of Tenderers or their authorized representatives who may wish to be present.
 - The offers shall remain open for acceptance for 120 days from the date of opening of the Technical Bid. However, MARKFED reserves the right to extend this period by another 45 days at its discretion, which shall be binding on the Tenderer. Thereafter this period may be further extended by the parties on mutual consent. Any Tenderer not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited
 - If the date of opening of the E-Tender is declared as holiday the E-Tender will be opened on the next working day at the same time and venue.
 - The E-Tender must be accompanied by an EMD @ Rs 50.00 per MT for quantity offered as per e-tender terms through RTGS/NEFT in bank account details mentioned above within prescribed timeline (separate for each location as applying for). In case the Tenderer does not own land or hold it on registered lease but intends to acquire the same by way of ownership/registered lease within 120 days from the date of Acceptance letter, tenderer shall also furnish in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee for Rs 100.00 per MT for quantity offered as per e-tender issued by any Scheduled commercial bank and valid for a minimum period of six months from the date of submission of e-Tender.
 - E-Tenders not accompanied by prescribed Earnest Money (along with supplementary guarantee, if applicable) will be summarily rejected.
 - The earnest money (along with Supplementary Bank Guarantee, if applicable) would be refundable to unsuccessful Tenderer on finalization of the E-Tender and shall carry no interest what so ever.
 - Incomplete offer/offers not conforming strictly in the manner prescribed /offer not submitted on prescribed E-Tender Form or late/delayed E-Tender shall not be considered and shall be summarily rejected.
 - Conditional E-Tenders will be summarily rejected and the EMD will be forfeited.

12. The location of the land specified in the E-Tender cannot be changed at any stage under any circumstances.
13. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed E-Tender Form in addition to the terms & conditions indicated herein.
 - (i) There would be no post E-Tender negotiations.
14. The Tenderer should submit the Bank Guarantee before 09.06.2025 at 12.00 Noon without fail i.e. time of opening of online bid. The Bank Guarantee issuing bank shall compulsorily send cover bank guarantee issued through Indian Bank, SCF no. 73, Phae - IX, Mohali (SFMS Code IDIB000M728) Account No. CA 7188573545 in favour of Managing Director, The Punjab State Cooperative Supply and Marketing Federation Limited. The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original bank guarantee. BANK GUARANTEE submitted without these details shall not be accepted.
15. MARKFED reserves the right to accept or reject any or all E-Tenders without assigning any reason/notice whatsoever and is not bound to accept the lowest E- Tender. MARKFED also reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and MARKFED will not be liable for any costs and consequences incurred by the intending Tenderer.
16. Existing CAP premises will also be considered in lieu of land requirement under the tender.
17. Price bid may be filled online only and in stipulated format only. Price quoted in technical bid will be out-rightly rejected.

Managing Director, MARKFED

INVITATION TO E-TENDER AND INSTRUCTIONS TO TENDERERS

From

Managing Director, MARKFED

Sub: E-Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by “MARKFED” for a guaranteed Lease of Ten years on Build, Own & Operate/lease basis for 5 Lac MT capacities for storage of food grains at various locations.

To

Dear Sir (s)

Managing Director “MARKFED”, invites E-bids on GeM Portal under Two Bid system from E-Tenderers who own Land / CAP premises or hold Land / CAP premises under Registered Lease for a minimum period of 13 years with permission to construct godown or willing to acquire land by way of ownership/Registered Lease within 120 days from the date of acceptance of E-Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by “MARKFED” for a guaranteed Lease of Ten years on Build, Own & Operate/Lease basis for 5 LMT capacity for storage of food grains at the indicated locations.

If you are interested to participate in accordance with the requirements of the E- Tender, please submit your E-Tender on GeM Portal, i.e., <https://gem.gov.in>

1. ADDRESS FOR CORRESPONDENCE

The Tender Inviting Authority
Managing Director,
MARKFED,
Plot no. 4, Sector – 35 B, Chandigarh.

For all purpose of this E-Tender the address of the Tenderer mentioned in the E- Tender shall be the address to which all communications to the Tenderer shall be sent, unless the Tenderer has notified a change by a separate letter through Registered Post Acknowledgement-Due. The Tenderer shall be solely responsible for consequence of any omission to notify a change of address in the manner aforesaid.

2. OBJECT OF THE CONTRACT

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

3. PREPARATION OF E-TENDER:

- (a) The Tenderer should upload the complete MTF/ E-Tender documents, including Invitation to E-Tender intact, without detaching any page or pages, duly filled in/completed and signed on

each page of E-Tender Form including the Annexures. The E- Tender submitted by the Tenderer is liable to be rejected if he fails to furnish any of the documents or information asked for in the E-Tender document.

- (b) In the event of the space on E-Tender form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the E-Tender No. and should have full signature of the Tenderer. In such cases reference to the additional pages must be made in the E-Tender Form.

4. SIGNING OF E-TENDER:

- (a) The E-Tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the E-Tender are not fully filled in. The E- Tender complete in all respects shall be duly filled in and signed by the Tenderer or by the authorized representative with Stamp and Seal of the Company / individual on all the pages of the E- Tender.
- (b) The persons signing E-Tender or other documents connected with the E-Tender must specify in what capacity he or she is signing the E-Tender;

1. Whether signing as a “sole proprietor” of the Firm or its Attorney.
2. Whether signing as a “partner” of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to E-Tender.
3. In the case of Companies and Partnership Firms registered under the Indian Companies Act and Indian Partnership Act/Limited Liability Partnership, the Signatory has to mention the capacity in which he is signing, e.g., Secretary, Manager, Partner, etc. or their duly constituted Attorney and produce copy of document empowering him to do so.

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

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

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

- i) Individual:-
An individual applying as owner of the Land should have Land in his own name only.
- ii) Partnership Firm

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

Company or Trust

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

- iii) A person who does not own Land or hold it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease within 120 days from the date of acceptance letter, can apply by furnishing an addition to requisite EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs. 100.00 per MT for quantity offered as per e-tenders. The bidders are

requested to submit their Bank Guarantee if any on or before 09.06.2025 at 12.00 Noon without fail i.e. on the day of opening of online bid at “MARKFED”.

- iv) A person holding Land under Registered Lease for a minimum period of 13 YEARS with permission to construct godown can also apply.
- v) In case Tenderer is applying for lease with Preservation & Maintenance the Tenderer should have two years' experience of preservation and maintenance of foodgrains else he also has the option of hiring personnel having two years relevant technical experience of preservation and maintenance of foodgrains.

6. EARNEST MONEY(EMD):

Technical Bid shall be accompanied by an earnest money of @ Rs. 50.00 (Rs. fifty Only) per MT for quantity offered as per e-tender terms (separate for each location as applying for). In case the Tenderer does not own land or hold it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease within 120 days from the date of acceptance letter, he shall also furnish, in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs. 100.00 (Rs. One Hundred Only) per MT for quantity offered as per e-tender terms issued by 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) and valid for a minimum period of six months from the date of submission of E-Tender. However, it shall be absolutely necessary for the Tenderer to specifically indicate and exactly identify the Land proposed to be acquired [The Khasra/Kila number (nomenclature used for Revenue records in state specific land Revenue Code) must be mentioned in the Technical Evaluation Sheet]. The EMD shall be deposited in the form of a RTGS/NEFT in the bank account mentioned above. E-Tenders not accompanied by Earnest Money/ Bank Guarantee (if applicable) in the prescribed Form or accompanied by Earnest Money of the amount less than prescribed for the capacity applied for, will be summarily rejected. “MARKFED” will independently verify from the issuing Bank the genuineness of bank guarantee as well as its extensions from time to time as furnished by the Tenderer. The bidders are requested to submit their Bank Guarantee, if any on or before 09.06.2025 at 12.00 Noon without fail i.e. on the day of opening of online bid at “MARKFED”.

7. FORFEITURE OF EMD/ENCASHMENT OF BANK GUARANTEE:

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

8. REFUND OF EMD/RELEASE OF BANK GUARANTEE:

Earnest Money and Supplementary Guarantee, (if applicable) will be refunded to all the unsuccessful Tenderers after decision on e-tenders. In case the tenderer is disqualified during technical evaluation, the Earnest Money and (Supplementary Guarantee, if applicable) will be refunded within 15 days of result of technical dis-qualification subject to Clause 7 & 26 of the MTF. Earnest money will be refunded to successful Tenderers after he has furnished security as prescribed in the E-Tender Documents. No interest shall be payable on the amount of Earnest Money in any case. Earnest money amount will be adjusted in the security deposit if the Tenderer so desires. The Bank Guarantee furnished as Supplementary Guarantee by the successful Tenderer will be released on production of necessary documents evidencing acquisition of Land

specified in the E-Tender by way of Ownership or Registered lease within 120 days from the date of acceptance letter, failing which the same is liable to be encashed by "MARKFED". It is the express term of this E-Tender that any Litigation, Stay/Injunction Order from any Court, non – performance on the part of the Owner/ Seller of the land, third party interests created or any other reason will not absolve the Tenderer from his obligation to acquire the specified Land and submit the documents within the stipulated 120 days.

9. SECURITY DEPOSIT

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

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

- II. The successful Tenderer at the time of execution of lease shall also furnish a performance guarantee towards fulfilment of the contractual obligations under "lease" agreement @ Rs. 50/MT and under "lease and services" agreement @ Rs. 100/MT for full storage capacity of the godown(s) in the form of irrevocable Bank Guarantee issued by any 'Scheduled Commercial Bank' notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) failing which the contract is liable to be terminated without prejudice to such other remedies as may be available to the "MARKFED" under the terms of the contract/law. The Bank Guarantee shall be in the prescribed Form. The Bank Guarantee will remain valid till six months after the expiry of the lease period.

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

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

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

In case the project is not executed in the scheduled time, the Security Deposit is liable to be forfeited and the Guarantee given for such hiring of godown will stand cancelled (i.e. invoked) besides taking such other remedies as may be available to "MARKFED" under the terms of contract/law. Same as aforesaid the Performance Guarantee will be returned without interest to

the Tenderers on due and satisfactory performance of the services and on completion of obligations by the Tenderers under the terms of Lease Agreement and submission of clear “No demand Certificates” by the “MARKFED” subject to such recoveries as may be necessary for making up the “MARKFED’s” claim against Tenderers.

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

10. DELIVERY OF E-TENDER:

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

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

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

11. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- i The offers shall remain open for acceptance for 120 days from the date of opening of the Technical Bid. However, “MARKFED” reserves the right to extend this period by 45 days at its discretion and this extension will be binding on the Tenderer. Thereafter this period may be further extended by the parties on mutual consent basis.
- ii Any Tenderer not keeping offers open for the prescribed period shall be summarily rejected and his EMD is liable to be forfeited.

12. OPENING OF E-TENDER:

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

Bids of those parties who have been found otherwise technically qualified after opening of first part.

4. The offers shall be considered in the following manner subject to the condition that minimum subdivision of capacities would be 5000 MT.
 - a) All offers for 100% of the desired capacity shall be opened provided there are a minimum of 3 (three) such valid offers.
 - b) If offers as per (a) are not received, offers for 50% of the desired capacity or more shall be opened, provided there are a minimum of 4 (four) such valid offers.
 - c) If offers as per (a) or (b) are not received, offers for 25% of the desired capacity or more shall be opened, provided there are a minimum of 6 (six) such valid offers.
 - d) If offers as per (a), (b) or (c) are not received, offers for 10% of the desired capacity or more shall be opened, provided there are a minimum of 11 (eleven) such valid offers.
 - e) If offers as per (a), (b), (c) or (d) are not received, all valid offers of 5000 MT or more.

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

5. "MARKFED" reserves the right to accept or reject any or all bids without assigning any reason/notice whatsoever and is not bound to accept the Lowest bid/E-Tender and reserves the right to scrap the E-Tender enquiry in total or for any location(s) at any stage without assigning any reason and "MARKFED" will not be liable for any costs and consequences incurred by the intending Tenderer.

13. ACCEPTANCE

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

GENERAL CONDITIONS OF E-TENDER

14. DEFINITIONS: -

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

- VII. **Warehouse Manager** means the Inspector Incharge/ Head of the particular Warehouse Unit/Units.
- VIII. **Technical Assistant** means Technical Assistant of the MARKFED/FCI.
- IX. **Investor** means the owner/investor of the godowns or any person or any representative duly authorized by him.
- X. **Contract** means and includes Notice inviting E-Tender, GeM Bid document, MTF, its schedules, annexure, appendix and acceptance of E-Tender.
- XI. Words importing the masculine gender shall be taken to include the feminine gender.
- XII. Terms and expressions not herein defined shall have the meaning assigned to them in the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.
15. The Tenderer shall at his own cost complete the construction of godown as per the engineering and other godown specifications as per the schedule of this agreement on the land mentioned by the Tenderer in the E-Tender.
16. The specific location of the land proposed by the Tenderer in the E-Tender for the construction of the godown shall not be changed at any stage after submission of Tender under any circumstances failing which EMD, Supplementary Guarantee, Security Deposit and Performance Guarantee furnished by the Tenderer is liable to be forfeited/invoked as the case may be without prejudice to any other legal remedies available to "MARKFED".
17. The execution of railway siding in railway siding godowns (if applicable) along with the ancillaries such as signalling, electrification of siding etc., is to be completed by the Tenderer at his cost. Similarly, all the other works involved in completion of railway siding as well as non-railway sidings are to be completed by the Tenderer at his cost. All the necessary permissions from urban or rural local bodies, railways, Government of India and State Government as the case may be should also be obtained by the Tenderer himself for the construction/completion and for running godowns as well as for the execution and usage of railway siding in case of railway siding godowns.
18. All the construction material required for the construction work are to be procured in advance by the Tenderer only. The "MARKFED" will not entertain any request of the Tenderer in this regard for the delay in completion of work due to non-availability of any materials.
19. Pitless Electronic Lorry Weigh Bridge of 60 M.T. Capacity of standard make should be installed as per specification in the Schedule. The responsibility of the maintenance as well as certification of the weighbridge will be of the tenderer for which he will take Annual maintenance contract (AMC) for the contract period.
20. In case of a Railway siding godown, if the main godown is complete in all respect and is storage worthy in all respect except the railway siding before the due date and "MARKFED" /FCI requires such godowns, "MARKFED" /FCI may hire the same @ 60% of the rent agreed till the Railway siding is complete on actual utilization basis. This period will not be counted towards the guarantee period. The occupation of godown by "MARKFED" /FCI will not be a ground for non-completion of railway siding in prescribed time and in such case the godown will not be hired under Ten-year guarantee. The guarantee period of the godown will start only from the date of actually making available the godown for storage after the completion of railway siding as envisaged in the agreement. This clause does not confer any guarantee from "MARKFED" to Tenderer of hiring of such godown on above basis before the completion of the same in all respects.
21. The Tenderer should furnish in technical bid all the details of the location, survey numbers, proof of ownership /registered lease of land/original affidavit mentioning the details of land which Tenderer undertakes to acquire, area in acres indicating the boundaries along with non-encumbrance certificate (NEC) and sketch plan about the location of the land. The details of the land should be furnished adequately as suitability of the land for the intended purpose is one of the major criteria for selection of the Tenderer. The land on which the godown is proposed to be constructed should not have a HT Line (11 KVA and above) passing over the proposed layout plan

of the godown. "MARKFED" will have a right to inspect the site from time to time and the Tenderer will carry out their directions regarding any corrective action required. Any proposal for reduced capacity at a later stage shall not be entertained. Land must not be in the flood or water 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.

22. In case of lease with services:

- (a) The Tenderer should have or hire personnel who have two years hand on technical experience in preservation and maintenance of foodgrains.
 - (b) The tenderer shall also provide Data Entry Operators along with necessary hardware to ensure operation of the software prescribed by FCI from time to time. The data entry operator must know how to use the computer and maintain records.
- 23.** Wherever 25000 MT and above capacity is required, it should preferably have the provision for private railway siding. In all cases, except where railway siding will come, the godowns should preferably be within a radius of 8 KMs from the full rake railway Goods Shed.
 - 24.** In case of registered lease land, the minimum period of lease shall be thirteen years (13) from the date of submission of E-Tender and the Tenderer shall obtain permission to construct the godowns on registered leased land from appropriate authorities, wherever required.
 - 25.** The rate should be quoted as composite storage charges/contract value for full duration of guaranteed hiring of godown (Calculated as: Offered storage charges per MT per month*capacity of godown offered in MTs * 120 months of guarantee period) inclusive of GST in Rupees in figures as well as in words. The rates quoted in words and figures should be same. There should be no cutting / overwriting in the price bid.
 - 26.** Conditional E-Tenders will not be considered for acceptance and the earnest money deposited with such E-Tenders shall be forfeited.
 - 27.** E-Tenders which do not fulfill any of the condition or are incomplete in any respect shall be summarily rejected.
 - 28.** "MARKFED" would be at liberty to reject any of the offers at any stage, if the documents submitted by the Tenderer are not in order.
 - 29.** Technical eligibility of the Tenderer will be evaluated by MARKFED & FCI through its authorized officers.
 - 30.** At places where there is a full rake Railway goods shed, the site should preferably be within 8 KM of goods shed. Where no full rake railway goods shed exists the site should preferably be within a radius of 8 Kms. of the municipal limits of such places or 15 Kms. from zero point of such location. Wherever 25,000 MT and above capacity is required, it should preferably have the provision for private railway siding. The land should preferably be on National or State Highway. They should offer only such land /site which has access through all – weather black topped or RCC/CC Road including Road berms (Shoulders) of minimum width of 22 feet except in hilly regions. Brick paved Road or gravel Road is not acceptable. The road leading to the godown should be free from any kind of traffic restriction for truck movement. Distance criteria of within 8 KMs. radius from full rake railways goods shed does not apply to godowns with a railway siding. The possession of godown would be taken when an all-weather Road is built from link Road to the godown.
 - 31.** The successful Tenderer shall furnish Security Deposit within 15 days from the date of acceptance letter and he will get a maximum period of one year for completion of construction in case of non-railway siding godown and two years in case of railway siding godowns from the date of acceptance letter. The period for construction of godowns will include the 120 days' time granted for production of documents by the Tenderer who intends to acquire land. The delay in construction of maximum up to one year may be allowed to the Tenderers on their request in writing with a corresponding reduction in the guarantee period. "MARKFED", after satisfying itself that the godown has been completed as per specifications and terms & conditions of this contract will take over the godown within one month of completion of the godown in all respects and the

guarantee period will start from the date of taking over of the godown. In case, the godown is completed in the extended stipulated time, "MARKFED" will have the discretion to choose the date of taking over the godown within 3 months of completion. In case of delay beyond one year, the agreement is liable to be cancelled.

32. The "MARKFED" reserves the right to refuse to take over the said Godowns on guaranteed hiring for Ten years at any point of time if the construction of godowns is not completed in all respects and leased out to the "MARKFED" by the extended date and in that event the Security Deposit of the Tenderer is also liable to be forfeited.
33. The Tenderer shall not during the currency of the contract make any changes in the constitution of the firm including change in partners/directors without the prior consent of the "MARKFED" failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing there from.
34. The Tenderer shall execute a lease deed with "MARKFED" on the day of taking over of the possession of Godown.
35. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
36. There will be no enhancement in rent during the guarantee period in case of lease only. However, in case godown is hired for lease with services, annual change in rent will be 33% of percentage change in WPI prescribed under the heading of 'All commodities' on <https://eaindstry.nic.in/>.
37. "MARKFED" shall have the liberty to release the godowns after the guarantee period of Ten years.
38. Necessary ancillaries like laying of roads, Installation of Weigh Bridge, Construction of office Building, Compound wall for the site, drains, Toilets, supply of Electricity, Water etc., are to be provided by the Tenderer in the Complex. The Rent/Storage charges indicated in the E-Tender shall be inclusive of all Ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads, railway sidings etc. The Tenderer shall bear the charges on land which is being levied by the railways on annual basis from take-off point to railway siding end point inside the godown premises and also the railway siding maintenance charges.
39. The Tenderer will be allowed to develop additional storage capacity in the same premises for storage of other agri-commodities including facilities for cold storage, food processing etc. to optimize asset utilization duly ensuring that it does not adversely affect storage and operations of "MARKFED". However, such additional facility will not be covered under guarantee scheme and the Tenderer may use normal market channels for renting out such additional storage facilities. Before development of such additional storage facilities, the Tenderer will take permission from "MARKFED" so as to ensure that such activities will not hamper "MARKFED" operations and safety of its stocks. However, additional space must not be used for storage of any commodity which may affect food grains.
40. That obtaining of necessary approvals/license from the concerned rural and/or urban local bodies, State and Central Govt. Departments/concerned authorities for the construction and running of Complex will be the responsibility of the Tenderer at his cost and the "MARKFED" will have no responsibility in this regard, whatsoever.
41. In case of railway siding godowns, the Tenderer shall enclose a feasibility report which should be ideally from the Railways. However, in case it is not possible, the Tenderer may submit the feasibility report on his own showing a detailed sketch plan of existing railway line and proposed location of godown along with a suggested layout of rails to be laid for connecting the plot to existing railway line. This report should also give the details of ownership of land through which the railway line proposed to be laid will pass and how it is proposed to acquire the land. "MARKFED" will be at liberty to accept or reject this feasibility report based on its assessment. However, if later, Indian Railways refuse to connect the proposed land / site with existing railway line on any ground, the earnest money and Security Deposit of the Tenderer will be forfeited notwithstanding the fact that the feasibility report submitted by the Tenderer was accepted by the "MARKFED".

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

50. INDEMNITY:

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

51. PROGRESS REPORT

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

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

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

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

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

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

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

The godown would not be taken over by the MARKFED if the defects pointed out at various stages of inspection are not removed by the successful Tenderer.

53. TAKING OVER OF GODOWNS

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

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

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

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

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

(a) State Level Committee:

4.1 Constitution of SLC:

The State Level Committee would consist of the following: -

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

4.3 CONSTITUTION OF HLC:

The HLC will consist of the following: -

(a) **Member from Government of India & FCI**

- (1) CMD (FCI) - Chairman
- (2) AS&FA, Ministry of Consumer Affairs, Food & Public Distribution
- (3) MD, CWC
- (4) JS(P&FCI)
- (5) JS(Storage)
- (6) Economic Adviser, Department of Consumer Affairs
- (7) Executive Director of Railway Board
- (8) Executive Directors (Storage/Traffic /Procurement/ Sales/Finance), FCI Headquarters

(b) **State Government representatives:**

- (9) Secretary (Food) of State Government concerned
- (10) Finance Secretary of the concerned State.
- (11) Director (Food) of State Government of concerned State.
- (12) **MD of the State Warehousing Corporation (or any other State Government Agency involved in the scheme)**

57. GODOWNS WITH FLEXI-STORAGE CAPACITY

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

58. CORRUPT PRACTICES:

The Tenderer shall not offer or give or agree to give any person in the employment of the "MARKFED" or any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the contract or any other contract with the "MARKFED" or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the "MARKFED". 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 "MARKFED" to cancel the contract and all or any other contracts with the Tenderer and recover from the contractor the amount of any loss arising from such cancellation.

59. INSOLVENCY AND BREACH OF CONTRACT:

- (A) The "MARKFED" may at any time, by notice in writing summarily determine the contract without Compensation to the contractor in any of the following events,
 - a. If the Tenderer being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
 - b. If the Tenderer being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.

- (B) The contract is also liable to be terminated if the Tenderer commits breach of any of the terms of the contract and in that event the Tenderer is responsible and liable for all loss and damage arising out of and as a consequence of such breach.

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

60. NORMALIZATION OF FINANCIAL BIDS:

A normalizing factor in terms of Rs 0.07/- per Quintal per Kilometre will be applied, if more than one bid is received, to all the bids received for a location beyond a distance of 8 KM from the railhead while evaluating the price bid.

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

1. The limit of location of godowns is fixed at 8 Kms from the boundary of municipal limits of District Headquarters or 15 Kms from the zero point of the location. No normalization factor would be applied for such road-fed locations.

NOTE: Road fed godowns are godowns where transportation takes place through road only

2. The offers beyond the above limits will not be considered.

61. Payment Terms:

Tenderer shall confirm that the Invoice raised to “MARKFED” is compliant with the provision of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by the “MARKFED”. Tenderer shall confirm that the Invoice raised during a month is duly reported in the GST returns for the said month. Further “MARKFED” reserve the right to release the payment of GST amount charged in the supply Invoice only post matching of the Invoice in the GSTIN System.

62. FORCE MAJEURE

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

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

(a) Procedure for Force Majeure

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

(b) Prolonged Force Majeure

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

63. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:

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

**Signature of Tenderer/
Authorized Signatory**

**SPECIFICATIONS PROPOSED FOR CONSTRUCTION OF
CONVENTIONAL TYPE GODOWNS BY PRIVATE PARTIES:
(CONSIDERED FOR STANDARD 5,000 MT CAPACITY)**

1. Godown Centre to Centre 125.55m X 21.80m
2. Outside to Outside 126.01m X 22.26m
(The wall width is to be provided with 34 cm thick in brick masonry or 38 cm thick in RR masonry with cement mortar (1:6)(1 cement: 6 coarse sand))
3. Excluding both Varandah 126.01 m X 22.26m
4. Including both Varandah 126.01 m X 27.75 m
5. Platform shall be constructed on both sides. Isolated Platform of 4.65 m x 0.90 m to be constructed in case of non-availability of sufficient space.
6. Rail side Varandah Width: 3.05 m (including nosing)
7. Road side Varandah Width: 2.44m (including nosing)
8. Plinth Height: i) For road-fed - 0.80 m
 ii) For rail-fed - 0.91 m
9. 5,000 MT godowns = 3 Compartments. (Carpet Area of Each Compartment: 41.45m X 21.34m as per FCI standard layout).
10. One Compartment C/C length 41.85 m.
11. One Compartment = 1670 MT capacity.
12. No of collapsible gates = 12 Nos (Six on each side).
13. No. of Stacks in each Compartment: 12 Nos
14. Size of Stacks = 6.10m x 9.15m.
15. Godown height at eve in respect of road-fed = 5.60m & Rail-fed =6.35m.
16. Varandah Truss height on road side = 3.35m and on Rail fed side 3.95m above plinth.
17. No. of rolling shutters = 12 Nos. of size 1.83 m X 2.44 m each.
18. Grilled rolling shutters/Monkey/Bird proof Shutters = 12 Nos. of size 1.83 m X 2.44 m each.
19. Top Ventilator size 1.50m x 0.62 m = 54 Nos. in both long walls.
20. V8 ventilators 0.39m X 0.80m = 42 Nos.
21. R.C. Column to be provided at 4.65 c/c. in long wall & 4.36 m c/c in GW & P.W. as per approved design
22. Surrounding Road/CC Road: 6.70 m wide.
23. Approach Road and Peripheral Road: Minimum 6.70 m wide and the road between 2 rows of Godowns is 15 m.
24. Roofing should be truss-less.
25. SPECIFICATION OF BRICKS: Bricks of class designation 7.5 with cement Mortar (1:6) (1 cement: 6 coarse sand) may be used.

A. DETAILS OF GENERAL SPECIFICATION FOR GODOWN/WAREHOUSE:

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

1. **FOUNDATION:** To be constructed as per design, depending on the safe bearing capacity provided by Government Engineering Institutes.
2. **PLINTH BEAM, TIE BEAM & COLUMNS:** To be as per the design approved by Government Engineering Institutes.
3. **SUPER STRUCTURE:** To be as per the design approved by Government Engineering Institutes.
4. **SUN SHED / CHAJJA:** To be provided as per site requirements.
5. **FINISHINGS:** 12mm thick cement plaster with cement mortar (1:6) (1 cement: 6 fine sand) on both sides i.e. internal & external walls, 6mm thick plaster with cement mortar (1:3) on exposed surface of columns with 3 coats of white wash on inner walls & colour wash/ snowcem on external walls. Whitewash to be done every TEN years.
6. **FLOORING:** (A) 230 mm thick sand filling for base. (B) 100 mm thick P.C.C. (1:4:8) (1 cement: 4 coarse sand: 8 stone aggregate 40 mm nominal size) (C) Fixing of glass strips 50 x 4 mm size in flooring for panels. 50 mm thick C.C (1:2:4) (1 cement: 2 coarse sand: 4 stone aggregate 20 mm nominal size) flooring with neat cement punning.
7. **ROOFING:**
 - 7.1 Truss-less Galvalume sheet is mandatory and as per specification mentioned below.
 - 7.2 Truss-less Galvalume sheet roofing is mandatory for construction of godown with following specifications: -
 - 7.2.1 The roof of the structure shall be of single span structural with self- supporting/pre- engineered structure without any truss or what so ever, at a height not less than 5600mm from the plinth level to the tie level at the column ends, both for rail-fed and road-fed storage structures. The roofing system should be designed to withstand the wind load (as per IS Part 3) & earthquake load (as per IS: 893). The design should also comply with any other relevant IS codes. The steel sheet shall be 914 mm wide (Tolerance +/- 2 mm) having minimum thickness 1.03 mm (Tolerance +/- 0.02mm). The minimum yield strength of the steel sheet should be 350 M Pa. The steel sheet should be alloy coated on both sides as per following standards:-
 - a) The alloy coating on the steel sheet should be of 55% Aluminum, 43.5% zinc and 1.5%Silicon. The minimum thickness of coating shall be 20 microns on outer surface and 10 microns on the inner surface. The thickness of the coated steel should not be less than 1.03 mm including BMT, alloy coating and priming/paint coating,
OR
 - b) The steel sheet should have zinc coating of minimum 120 GSM, total of both surfaces as per IS: 277. The minimum total coated thickness of sheet shall be 0.50mm.
 - 7.2.2 In a godown of 5,000 MT capacity having 3 compartments of 1,670 MT each, 9 Turbo Ventilators (Aluminium) of size 24", capacity 2200 CFM are required in each compartment i.e. 27 Turbo ventilators in a godowns of 5,000 MT capacity. Therefore, in a godown of 5,000 MT one turbo ventilator is required to be fixed in each bay/panel.
 - 7.2.3 The design of the roofing shall be in accordance with the general constructional practices and relevant Indian Standard codes for loading standards (IS: 875).
 8. **WINDOWS, VENTILATORS, ROLLING SHUTTERS:** Rolling shutters (clear opening) of size 1.83m x 2.44m fixed on wall, Air entrant (Windows) of size 0.62m X 0.62 m and top ventilators of size 1.50m X 0.62m with angle iron.

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

- A. **ROADS:** The formation Level and Internal Road Level shall be kept 200 mm and 300 mm respectively above the level of MDR/SH/NH as the case may be. 27.5 cm thick W.B.M road (Metal Road) having clear width of 6.7m if there is one row of godowns and 15 m wide road in between two rows of godowns with necessary layers of gravel base, metal layer to withstand the Traffic, is to be laid with 4 cm thick premix carpet. Thickness of WBM may be more in case of poor soil having less CBR value. Further CC Road may be constructed as per the approved drawing by any Govt. engineering college, for which any Govt. Engineering College in the vicinity may be approached for structural designing of CC Road.
- B. **COMPOUND WALL:** 1.98 m high boundary wall in brick work (1:6) or RR. Masonry above Ground level with 0.6 m High, 7 rows of barbed wire / concertina coils with angle iron posts 2.44 m C/C on top of wall is to be provided. 15 mm thick plastering in cement mortar 1:6 (1 cement: 6 fine sand) on rough side of the wall and 12 mm thick plastering with cement 1:6 (1 cement: 6 fine sand) on plain side of the wall as of brick masonry and pointing ruling/raised & cut on either side of the wall for RR masonry shall be provided.
- C. **GATE AT MAIN ENTRANCE:** 6.10m wide steel gate with tubes and 0.91m wide wicket gate with tubes / angle iron.
- D. **ELECTRICAL INSTALLATION:** External tube light / LED fixtures on outside of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided inside the godowns as well as on platform with the LED fixtures or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.
- E. **WATER SUPPLY:** Suitable arrangement for purifying water to overhead tank for supply to office block and drinking water provision for labour /Staff/ Officers and others to be provided.
- F. **EXTERNAL DRAINAGE:** The campus shall be provided with well-designed drainage as per site conditions.
- G. **SEWERAGE:** Sewage shall be treated as per Pollution Control Board norms prevailing in area.
- H. **Fire Fighting System:** Provided by tenderer as per Government guidelines. NOC from the local fire department shall be obtained to ensure the same.
- I. **CCTV:** CCTV cameras with live feeding facilities as per the specifications of FCI.

OFFICE BUILDING SPECIFICATION:

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

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

Note: The plot of land shall be as far as possible rectangular shaped. In case of railway siding godowns, the length of the plot should be enough to accommodate full rake facility in single placement.
The above land requirements are Minimum and it may vary depending upon the shape and topography of the land.
- L. **INSPECTION OF GODOWN**: The construction work of the godown will be inspected by a Committee of officers:
 - i) Civil Engineer to be nominated by GM, FCI of the Region.
 - ii) Civil Engineer nominated by MD of MARKFED.

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

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

Use of PEB (Pre – Engineered Building):

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

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

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

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

Lease Agreement between “MARKFED” and Investor

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

THIS AGREEMENT made on this the day of..... between M/s..... (name & address of the Investor), (hereinafter called “Lessor” which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and MARKFED, a body corporate under the Companies Act, 1956 (Central Act 1 of 1956) (hereinafter called the “Lessee” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

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

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

Now this agreement witnesseth as follows:

1. The lease shall remain in force for a period of Ten years, from the date of taking over the possession of the said godown. The Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy @ of Rupees----- /Qtl. Per month totalling to an amount of Rupees ----- /Month and there will be no enhancement of rent during the agreed period of Ten years. The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank. The Lessee shall have the liberty to release the godowns after the guarantee period of Ten years.
2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
3. It shall be the responsibility of the Lessor to ensure that Bank Guarantee furnished at the time of execution of this Lease shall remain continuously valid during the currency of lease period and six months thereafter. “MARKFED” will independently verify the genuineness of bank guarantee as well as its extensions from time to time as furnished by the Lessor.
4. If the Lessor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the lessee/MARKFED to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the Lessor or to appropriate the security deposit furnished by the Lessor 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 MARKFED.
5. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case²⁷ the lessor

delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.

6. In case the godown or any part thereof becomes un-storage worthy, "MARKFED" shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorage worthy for the period the premises remained unstorage worthy. In case the Lessor delays or fails to carry out the repairs as above, "MARKFED" will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. "MARKFED" reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorage worthy.
7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfil any of its obligations under the contract or breaches any of the terms of the contract, by giving Thirty days' notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent, if required, only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
10. Lessee shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same along with penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
11. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the noncompliance of any such rules/law.
12. It shall be the responsibility of the lessor to deposit the GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
14. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
15. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.

16. The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost and also provided Fire Fighting System as per Government Norms.
17. The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
18. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents or affiliates.
19. The local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf shall allow the lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.
20. The lessor shall not during the currency of the contract make without the prior approval of the Lessee, any changes in the constitution of the firm including change of partners/directors failing which the contract shall be forthwith liable for termination treating it as breach of contract by the contractor with consequences flowing therefrom. Lessee is hiring these spaces for keeping its own food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.
21. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.
22. **PERFORMANCE GUARANTEE: -**
 - a. The lessor shall furnish security **@ Rs.50 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of lease agreement towards fulfilment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled (i.e. invoked) without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The Bank Guarantee shall be in the prescribed form and should be issued by any Scheduled commercial bank.
 - b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of clear "No demand Certificates" by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.
 - c. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.
23. **SET OFF**

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

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

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

(a) Procedure for Force Majeure

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

(b) Prolonged Force Majeure

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

25. The contract will be governed by the laws in India for the time being in force. All disputes arising of this E-Tender, will be dealt in Court of Law of Competent Jurisdiction.
IN WITNESS WHEREOF this lease deed has been executed by the duly authorized representatives of the parties hereto on the day and year first above written.
-

Witnesses:	Name & Designation of Lessee
1.	
2.	
	Name and address of Lessor
	Witnesses :
1.	
2.	

Lease and Services Agreement between “MARKFED” and Investor

ANNEXURE -II

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

THIS AGREEMENT made on this theday of
BETWEEN M/s(name & address of the Investor), (hereinafter called “Lessor” which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs, executors, administrators, representatives and successors in office) of the one part and MARKFED, a body corporate under the Companies Act,1956 (Central Act 1 of 1956) (hereinafter called the “Lessee” which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the other part.

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

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

1. The lease shall remain in force for a period of Ten years. The Lessee shall have the liberty to release the godowns after the guarantee period of Ten years.
2. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
3. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing, painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.
4. In case the godown or any part thereof becomes un-storage worthy, “MARKFED” shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the godown or such part thereof which was rendered un-storage worthy for the period the premises remained un-storage worthy. In case the Lessor delays or fails to carry out the repairs as above, “MARKFED” will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. “MARKFED” reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently un-storage worthy.
5. Lessee may terminate the contract at any time during its currency, in case the Lessor fails to fulfil any of its obligations under the contract or breaches any of the terms of the contract, by giving thirty days’ notice in writing to the Lessor at their last known place of residence/business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
6. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be

had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent if required only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.

7. Whereas from the date of taking over the possession of the said godown the Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by Lessee @ of Rupees-----/qtl. Per month totalling to an amount of Rupees-----/Month and there will be an annual increase in rent @ 33% of percentage increase in Wholesale Price Index (WPI). The Lessee agrees to make payment of rent to the Lessor through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank.
8. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, air- conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
9. Lessor shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proof of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same along with penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
10. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non-compliance of any such rules/law.
11. It shall be the responsibility of the lessor to deposit the GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
12. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
13. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.
14. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the storage charges bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
15. The lessor must keep the scheduled property and the stocks duly insured at all times during the agreement period at his cost.
16. The Lessee is at liberty to sublease whole or any portion of the godown to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
17. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs,

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

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

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

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

20. ACCOUNTS: -

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

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

22. PERFORMANCE GUARANTEE: -

- a. The lessor shall furnish security **@ Rs.100 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of Lease and Services Agreement towards fulfilment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled (i.e. invoked) without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The bank guarantee shall be in the prescribed form and should be issued by any Scheduled commercial bank.
- b. The Performance Guarantee will be returned to the Lessor on due and satisfactory performance of the services and on completion of obligations by the lessor under the terms of lease and issuance of “No demand Certificates” by the Lessee. The No Demand Certificate will be issued only after clearance of all claims of the Lessee against the Lessor. The Lessee deserves the right to invoke Bank Guarantee at any time during the currency of lease and six months thereafter in case of breach of any terms and condition of the lease.

- c. It shall be the responsibility of the Lessor to ensure that Bank Guarantee remains continuously valid during the currency of the lease and six months thereafter.
- d. The decision of the Lessee as to the amount determined for deduction will be final and binding on the lessor.

23. STORAGE LOSSES:

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

- 24.** The lessor is liable to give delivery of stocks as and when required by the Lessee. In case of default for any reason except for any natural disaster, the lessee is entitled to deduct/recover the proportionate storage charges without prejudice to any other rights or remedies of the Corporation under the contract and law.

25. SET OFF:

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

- 26.** This Lease Deed comprises of the Lease Deed and its Appendix.

- 27.** The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.

- 28.** The Lessor shall render all or any of the services given in given in the Appendix as and when necessary and as directed from time to time by the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, together with such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf and are not inconsistent with terms and conditions of this agreement.

29. LIABILITY OF LESSOR FOR LOSSES SUFFERED BY LESSEE:

- a. It shall be the responsibility of the lessor to ensure the data entry on daily basis in the software to be provided by Lessee for which necessary personnel with adequate knowledge of working on computers shall be provided by the lessor. In the event of any fault or defaults on any particular day/days on the part of the lessor in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the Lessee at the Warehouse, in his absolute discretion, without prejudice to other right and remedies under this lease, shall have the right to recover by way of compensation from the lessor up to Rs.1,000/- per day besides making temporary alternate arrangements at the cost of the lessor. This decision of the Local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf, shall be final and binding on the lessor.
- b. In case of any shortage or damage / loss, to stocks for whatsoever reason while the same are in the custody of the lessor, or during the rail / road transit to and from the godown for which fault has been found attributable to lessor, he shall be liable to make good all the losses suffered by Lessee. The decision of Lessee in this regard, will be final and binding on the lessor.
- c. The lessor shall be responsible for any loss, destruction or deterioration of food grains or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees / labourers or due to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Lessee to the depositors on account thereof. He shall pay all claims, and also litigation expenses, if any, incurred by the Lessee immediately on demand without any demur. The Lessee shall have the right to deduct/recover the amount of such loss. The decision of the Lessee shall be final and binding on the contractors in this regard.
- d. In the event of failure of the lessor to undertake the work after execution of lease agreement or resiling from the contract during its currency, Lessee shall have the right to get³⁴the work

- done and the lessor shall be liable to make good the loss, if any, suffered by the Lessee on this account and the Lessee shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the lessor without prejudice to any other remedy under the Contract/Law.
- e. The lessor should ensure to keep all the time adequate number of employees/ labour to cope up with the work for the purpose of preservation, maintenance and security of stocks.
- 30. VOLUME OF WORK:**
The volume of food grains in storage is likely to fluctuate (increase or decrease) and no claim for fluctuation in the volume of work to be handled during the currency of the contract will be entertained.
- 31. REMUNERATION:**
The lessor shall have to perform all the services provided for in this Lease. The lessor shall be paid at the agreed rates. The lessor shall also provide any additional services not specifically provided for in this lease for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Lessee will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the lessor to refuse to carry out or render such services.
- 32.** The lessor shall be responsible for preservation of stocks in accordance with the Appendix - I.
- 33.** The fool-proof security arrangements shall be made by the lessor in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the Lessor shall be liable to compensate the Lessee to the extent of economic cost of the stocks.
- 34.** Lessor shall deploy its personnel to verify the correctness of the Receipt/despatch of stocks and the authorized representative of lessor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the Lessee on the weight check memo, Register/Weighment sheets and the daily Transaction register; in addition to deploying workers for preservation & maintenance of stocks and Watch & Ward thereof.
- 35.** The lessor shall provide all infrastructure required i.e., Dunnage Wooden Crates/Bamboo mats, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the Lessee and in compliance to Appendix.
- 36.** The lessor will also require purchasing all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the authorized officer of the Lessee for this purpose. The lessor will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed off with the prior approval of the Lessee and also in the presence of the authorized representative of the Lessee.
- 37.** In case of receipt of rain affected stocks of wheat/paddy the contractor/agency shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks for period of six months from the date of storage and it will be his responsibility subject to the condition that this period could be extended by mutual consent, otherwise the Corporation shall take over the stocks for its disposal or for further preservation.
- 38.** The Lessor shall provide the following manpower: -

Sl. no:	Capacity (In MT)	Clerks & Accountants	Security & Personnel	Sweepers
1	10,000	2	3	4
2	20,000	4	5	8
3	30,000	5	6	10

4	40,000	7	8	12
5	50,000	8	10	14

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

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

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

40. **FORCE MAJEURE**

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

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

(a) **Procedure for Force Majeure**

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

(b) **Prolonged Force Majeure**

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

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

IN WITNESS WHEREOF this lease deed has been executed by the duly authorized representatives of the parties hereto on the day and year first above written. 36

Name & Designation of Lessee

Witnesses:

1.

2

Name & Address of the Lessor

Witnesses:-

1.

2.

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

1. PRE- STORAGE STEPS:

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

- i Check up the godowns to ensure that there is no leakage and drainage is in perfect condition.
- ii Cleanliness and disinfection of godowns. iii. Estimation of capacity. iv. Drawing up of stack plan. v. Dunnage. vi. The compliances of all Statutory provisions what so ever is applicable (BIS/ FSSAI/ WDRA...etc) shall be ensured by the service provider.

2. CHECK UP OF GODOWNS:

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

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

3. CLEANLINESS AND DISINFESTATION OF GODOWNS:

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

4. DRAWING UP OF STACK PLAN:

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

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

5. STACK LINES:

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

6. STACK SIZE:

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

7. DUNNAGE:

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

8. KIND OF DUNNAGE:

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

9. **STACK CARDS:**
Prescribed stack cards in Transparent natural coloured polythene with covering of proper size should be kept ready for display on each stack.
10. **COLLECTION OF SWEEPING:**
During and after storage the loose grain/sweeping will be collected, cleaned, filled in standard bags and got accounted for as per procedure in vogue.
11. **STACKWISE REGISTER:**
After completion of storage, prescribed stack wise register will be maintained for inspection and disinfestations treatment.
12. **CARE OF GRAIN DURING STORAGE:**

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

B. PROVISION OF SAMPLE BAGS:
Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

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

D. SPRAYING:
As soon as the stack is complete, it should be sprayed as per following norms or as fixed by FCI from time to time:

Name of Insecticides	Nature of insecticides	Dosages	Remarks
DELTAMETHRIN 2.5% W.P. conforming to BIS Specification No.IS:134571992 with upto date amendments/ alternate chemicals as decided in FCI policy.	Contact Poison	Dilution- 40gms/Litre ; Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metre to control insects and avoid cross infestation.	-On stock after every three months. -As prophylactic treatment to dead space, walls & roofs etc, monthly/ as per recommendations.

- E. **DETERMINATION OF SURFACE:**
The surface area of a stack should be calculated for its five sides by applying the formula 2h (L + B) + (L x B). To this 10% should be added as an allowance for inter bag space.
- F. **SEPARATE STORAGE FOR DIFFERENT COMMODITIES:**
As far as possible each commodity should be stored in separate godown. This may not always be possible. But the important rule to remember is that hazardous goods and commodities requiring different storage and preservation methods are to be stored in separate godowns.
- G. **BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:**

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

H. FORTNIGHTLY INSPECTION:

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

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

I. DURING INSPECTION IT SHOULD BE ASCERTAINED WHETHER :-

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

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

The observations made during inspection should be recorded. Whatever action is required on above points as a result of inspection should be taken at once. A detailed report about the action taken and required to be taken should be sent to D.O Office.

J. FUMIGATION :

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

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

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

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

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

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

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

K. TREATMENT FOR RAIN AFFECTED STOCKS:

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

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

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

14. BRIEF DISRIPTION OF WORK:

- i. The agency/Contractor shall be responsible for any losses on account of down gradation/ deteriorations of the stocks.
 - ii. The joint-locking system will be adopted i.e. one set of keys shall be held by the in-charge of the complex of godowns of a particular unit Warehouse Manager / Technical Assistant or any other Official(s) authorized on his behalf and the other set of keys shall be held by the Agency/contractor’s authorized representative. The investor shall deploy its personnel to verify the correctness of the receipt/despatch of stocks by deploying his work force for this purpose and the authorized representative of investor will duly verify the entries of receipt and despatch and correctness of weight of stocks by putting his signatures along with the employee of the MARKFED in the prescribed records, in addition to deploying workers for preservation of stocks and Watch & ward thereof.
 - iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason and cause, while the same are in the custody of the contractors, the contractors shall be liable to make good to the MARKFED the value of the goods including, penalties and fines as are leviabale by the MARKFED/ FCI for such shortage of damage or loss etc. In addition, if there is any reason for suspicion of collusion of the contractors or his employee in such losses or damage, the MARKFED /FCI at its discretion may levy a penalty as deemed fit. The action taken by the MARKFED /FCI will be final and binding on the contractors.
 - iv. The agency/contractor shall also ensure receipt/dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the agency / contractor for any default in this regard will be governed as per the instructions / procedure of FCI.
- All instructions of FCI as amended from time to time shall be binding on the investor/ contractor.

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

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

S.N	Name of the item/article	Specifications	Approximate Quantity Required
1.	Wooden Crates	As per specifications enclosed of each crate of 5" x 3" in size	34/36 wooden crates per stack i.e. 2448/2592 crates for 10,000 MT capacity. Amendments made in the dunnage policy by the MARKFED/FCI from time to time shall be binding on the Warehouse Service Provider.
2.	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
3.	Beam Scales for weighment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
4.	Power sprayers		2 Nos
5.	Moisture meter with printing facilities (calibrated)	Universal Model/ As specified by FCI	1 No: (Consuming Regions) 2 No: (Procuring Regions)

6.	CLTF Covers BIS specification No. 14611 of 2016 with upto date amendments qualifying fumigation retention test as per BIS: 132171991 with upto date amendments	Size 32"x21"x17" Average	24 Nos
7.	Sand Snakes	Length 40" with dia of 7"	1600 Nos
8.	Pokers(iron ake)		4
9.	Enamel Plates		4
10.	Sieve set (<u>non-corrosive material</u>)		1
11.	Thermometer (Calibrated)		1
12.	Ladder		1
13.	Bucket	20 Litres Capacity	2
14.	Mug	1 Litre capacity	2
15.	Measuring Glass	100 ml capacity	2
16.	Petridish & Test tube		10 each
17.	Portable Balance With Weight Box (calibrated)		2
18.	Sample Divider		2
19.	Dial Caliper		1
20.	Aluminum Phosphide	Each tablet of 3 grms (for fumigation purpose)	100 Kgs per fumigation for 10,000 MT (maximum 4 rounds of fumigation in a year) i.e. 400 Kgs per year.
21.	Deltamethrin/ alternate chemical and SOP as prescribed by FCI from time to time.	Once in 3 months or after fumigation (for spraying) or as prophylactic treatments to dead spaces, walls & roofs.	Minimum 20 kg per 3month/ as per usages
<p>Adequate quantity of Chemicals shall remain available in Depot for treatment of stocks equivalent to three months, as per the capacity of godown.</p> <p>Alternate chemicals as recommended by FCI/ DFPD would also made be available to preserve the stock.</p>			

APPENDIX -II

MODEL FORM OF BANK GUARANTEE APPLICABLE FOR LEASE PERIOD

This deed of guarantee made this _____ day of _____ between _____ (Name of Bank) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Corporation, a body corporate under the Companies Act, 1956 (Central Act 1 of 1956) and having its Head Office at Plot No. 4, Sector 35-B, Chandigarh (hereinafter referred to as "MARKFED").

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

NOW THIS WITNESSETH:

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

8. This guarantee shall remain in force and effective up toand shall expire and become ineffective only on written intimation given to the Surety by “MARKFED” for this purpose and in that case this guarantee shall stand discharged.
9. Any forbearance, act or omission on the part of “MARKFED” in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by “MARKFED” to the „Lessor“ shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the written intimation thereof being given to the Surety by “MARKFED”.
10. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before the Surety shall be discharged from all liabilities under guarantee thereafter.
11. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

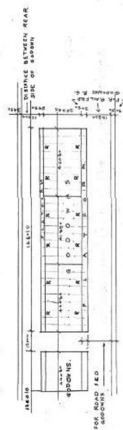
SIGNED AND DELIVERED

For and on behalf of above-named Bank.

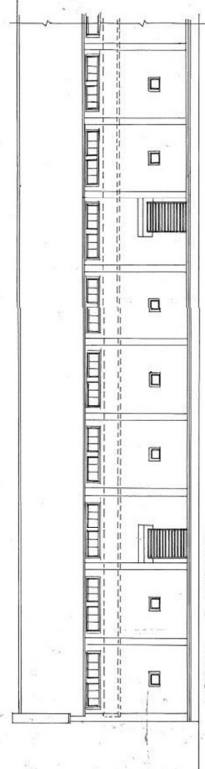
For and on behalf of (Banker’s Name and Seal)

APPENDIX- III

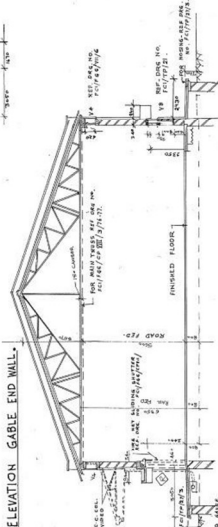
**STANDARD DESIGNS OF GODOWNS/VARIOUS ALLIED STRUCTURES AS RECEIVED FROM FCI ARE ATTACHED
(NOTE: ROOFING SHOULD BE TRUSS-LESS AS MENTIONED IN SCHEDULE-1)**



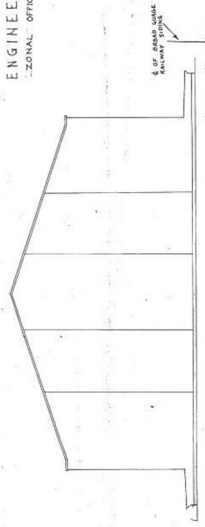
KEY PLAN - 9000 SQ. CAPACITY.



FRONT ELEVATION



SECTION AT A-B

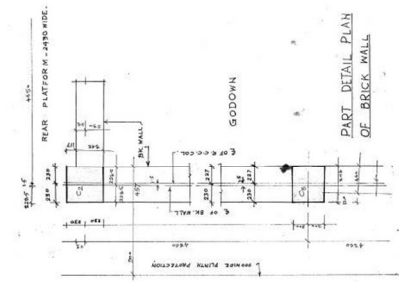


ELEVATION GABLE END WALL

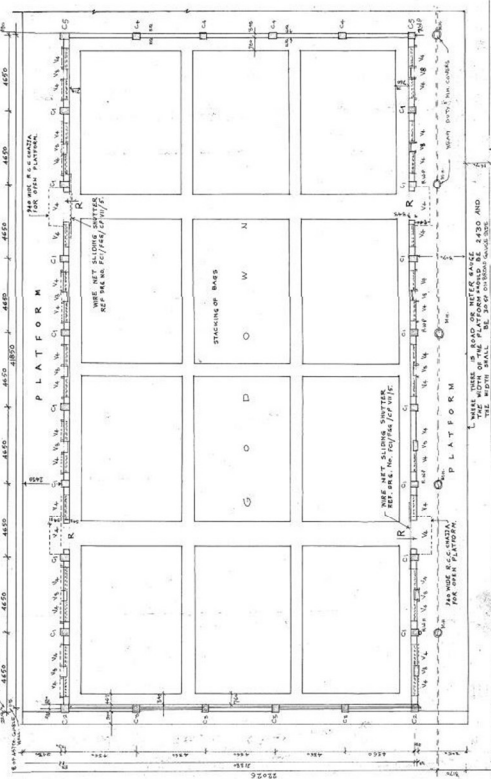
- NOTES:-
1. FOR STRUCTURE, DETAILS OF R.C.C. COLUMN, FOOTINGS, LINTELS, BANDS AND BRICK WALLS & FOOTINGS REFER DRG NO FC/160/CP-VII/1 AND FOR STONE MASONRY REFER DRG NO FC/160/CP-VII/2.
 2. ALL DIMENSIONS ARE IN MILLIMETERS.
 3. COVERED PLATFORMS ARE TO BE PROVIDED ONLY ON INSIDE WALLS. COVERED PLATFORMS ARE ONLY TO BE PROVIDED IF THE GAIN FALL IS 50 OR ABOVE. ANNUALLY.
 4. WIRE NET SLIDING SHUTTERS ARE TO BE PROVIDED ALONG WITH ROLLING SHUTTERS ON ALTERNATIVE DOORS REFER DRG NO FC/160/CP-VII/5.
 5. FOR MAIN TRUSS DETAIL REFER DRG NO FC/160/CP-VII/6.
 6. FOR DETAILS OF TOP VENTILATORS REFER DRG NO FC/160/CP-VII/7.
 7. FOR DETAILS OF BOTTOM VENTILATORS REFER DRG NO FC/160/CP-VII/8.
 8. FOR ELECTRICAL LAYOUT REFER IN (ELECT).
 9. FOR NO FC/160/CP-VII/9.
 10. CLEAR DIMENSIONS SHALL BE MAINTAINED WHILE CONSTRUCTION ADJUSTMENT FOR 55% BULKY SIZE.

THE FOOD CORPORATION OF INDIA
TYPE DESIGN OF FOOD
GRAN GODOWN SPAN-21800 mm
WORKING - DRAWING

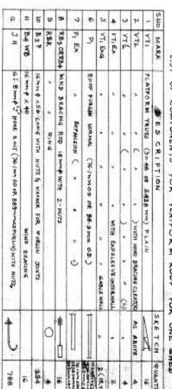
SCALE: 1:100 1:50 1:2000	DRG NO FC/160/CP-VII/1
DESIGNED BY: M. S. SHARMA	CHECKED BY: M. S. SHARMA
APPROVED BY: M. S. SHARMA	DATE: 10/10/74



PART DETAIL PLAN OF BRICK WALL



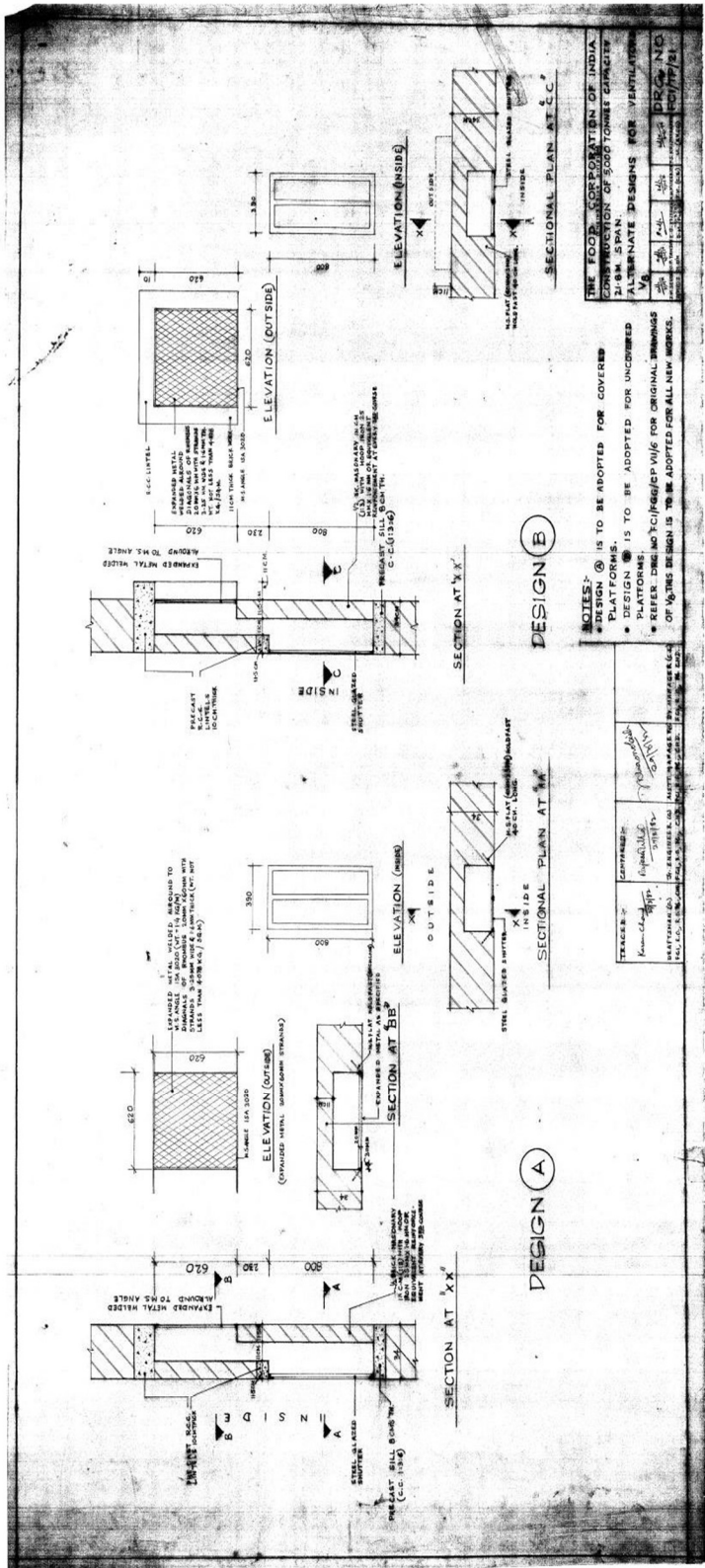
PART PLAN

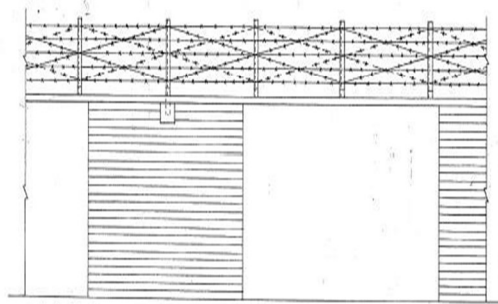
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NOTES:-

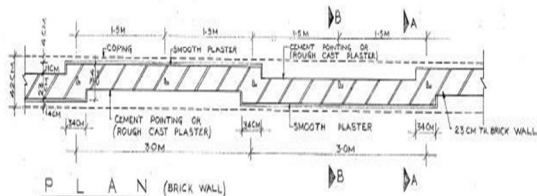
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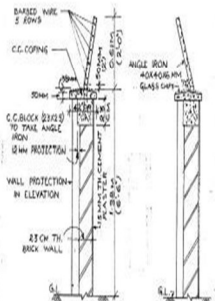




ELEVATION



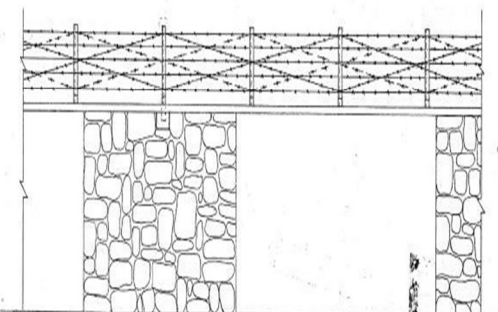
PLAN (BRICK WALL)



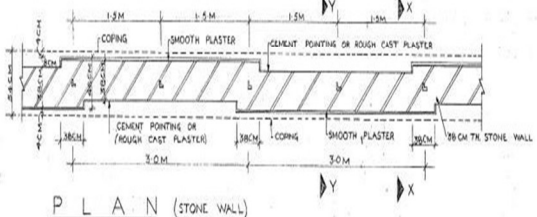
SECTION 'A-A' SEC. 'B-B'
(FOR BRICK MASONRY WALL)

NOTES:-

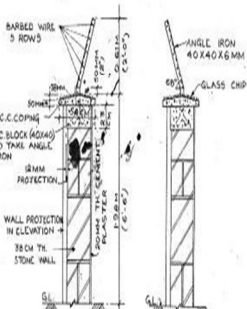
1. THIS DRAWING SUPERSEDES EARLIER DRAWING NO. FC/TP/31
2. STONE MASONRY OR BRICK MASONRY WILL BE ADOPTED DEPENDING UPON THE LOCAL AVAILABILITY OF BUILDING MATERIAL.
3. WHERE GOOD QUALITY OF BRICKS ARE NOT AVAILABLE, ROUGH CAST PLASTER MAY BE ADOPTED IN PLACE OF C.M. POINTING.
4. FOR STEEL GATE DETAILS REFER DRAWING NO. FC/TP/33.
5. ALTERNATIVE ANGLE IRON PISTS ARE BEST TOWARDS OUTSIDE AND INSIDE OF COMPOUND WALL RESPECTIVELY AS SHOWN IN THE DRAWING.
6. THERE SHALL BE TWO ROWS OF BARBED WIRE CONSISTING OF FIVE LINES IN EACH ROW WITH DIAGONALS.
7. IN CASE OF EXPOSED BRICK WORK OR EXPOSED R.R. MASONRY, THE CEMENT CONCRETE BLOCKS FOR EMBEDDING ANGLE IRON SHALL PROTECT 12MM FROM THE FACE OF THE WALL. CEMENT CONCRETE BLOCKS SHALL FLUSH WITH WALL PANELS HAVING PLASTER FINISH.



ELEVATION



PLAN (STONE WALL)



SECTION 'X-X' SEC. 'Y-Y'
(FOR STONE MASONRY WALL)

TRUE COPY

FOOD CORPORATION OF INDIA (ENGINEERING DIVISION - HEAD OFFICE)			
TYPE PLAN OF COMPOUND WALL FOR FOOD GRAIN GODOWNS (BRICK/ STONE MASONRY)			
SCALE - 1:25			
sd 7/11/10 VANDER KUMAR CHAND GILL	sd 7/11/10	sd 7/11/10	DRAWING NO. FC/TP/31/1
CH. PARVATHI 11/11/2011	REKHA BHAKTIN 01/01/2012	ANAND KETTEL 20/06/2012	REKHA BHAKTIN 01/01/2012



TECHNICAL EVALUATION SHEET

	Parameters	Details
1.	(i) Name of the Owner/Firm / Company etc. ii) Permanent Address iii) Correspondence address iv) Phone number/Mob. No. v) Fax number vi) E-mail	
2.	Constitution of the Firm (Proprietor/Partnership/Company etc) Attach Copy of Firm Registration Certificate/Partnership Deed/AOA&MOA in case of company	
3	Details of Location: a) Name of the location applied for as per MTF	
	b) Capacity applied for (In MT)	
	c) Village/town / city where the proposed land (site) is located	
4	Details of Land: (Please attach Details as per Performa C) a) Area of land (in acres)	
	b) Survey nos. of the land (site)	
	c) Latitude/Longitude	
	d) Owned/leased/to be acquired	
	e) If owned attach proof of ownership of Land (Attach Aks-Chajjra/Latha/Jamabandi/ Girdawri)	
	f) If leased attach Registered lease deed of land	
	g) If to be acquired -Mention details of the land i.e. Khasra No./Kila No. (nomenclature used for Revenue records in state specific land revenue code) which the tender undertakes to acquire within 120 days from date of acceptance and supplementary guarantee in form of Bank Guarantee issued by Scheduled Commercial Bank notified by RBI (excluding all Urban/Rural/ State Co-Operative banks and Gramin Banks).	
	h) Copy of sketch plan indicating boundaries. NOTE: All the above information must be attached alongwith the affidavit mentioning the requisite details) (Please attach Chajjra clearly indicating Khal/Drain/Rasta passing through the land) (Google Map satellite view marking boundries of the Proposed land be attached in the bid)	
5.	Non-encumbrance certificate/ Undertaking as per Performa B	Yes/No
6	Whether 11 KVA or above HT line passing through the proposed site. If yes, undertaking as per Performa B	Yes/No
7	In case of land on private registered lease, a no objection certificate by way of affidavit from the lessor for construction of the godown	Yes/No
8	Copy of the layout plan indicating layout of godowns, office building, roads, railway siding, weigh bridge, parking areas & other ancillary facilities with dimensions. (Clear readable copy	Yes/No

	should be attached)	
9	Name of the nearest railhead & distance	
10	Distance from a) nearby “MARKFED” / CWC godowns b) Nearby mandis along with their names	
11	Distance from National/ State Highway along with the name of the high way	
12.	Feasibility report by the Tenderer in case of railway siding godowns (annex the Report)	Yes/No
13.	Traffic accessibility to the proposed godown free from all hindrances	Yes/No
14	Accessibility : a) Whether Approach Road is - All weather black topped	Yes/no
	- RCC/CC	Yes/no
	b) Width of approach road (IN FEET) - As per revenue record (attach revenue report)	
	- Actual measurement on the spot	
15	Whether any Polluting Industry is in vicinity If yes, mention distance from proposed site	(Yes/no)
16	Whether land falls in flood prone area/zone. Attach Revenue Certificate	(Yes/no) Attach Revenue Certificate
17	Whether land falls in water logging area/zone	(Yes/no) Attach Revenue Certificate
18	Whether earth filling of land required	(Yes/no)
19	Whether Affidavit mentioning that all the necessary permissions from urban or rural local bodies, railways. Government of India and State will be taken by the bidder. (Performa C)	(Yes/no)
20	PAN of tenderer (enclose copy)	
	GSTIN of tenderer(enclose copy)/Undertaking as per Performa B	
21.	Requisite EMD furnished	Yes/No
		i) Amount of EMD Rs.
		ii) UTR No/NEFT/CHEQUE No.
22.	Income Tax returns for the last 03 years or Bank statement of one year in case of non-assesse.	
23.	Requisite Bank Guarantee furnished	Amount of BG.
		Period of BG
		BG. No. & Date
		Name of issuing Bank and Branch Full address and telephone no. of Bank/branch
24.	Bidder must submit Bank Detail(Compulsory)	Account Holder Name
		Bank Name
		Branch Name
		Account No.-
		IFSC Code No.-

25	<p>For lease with services only: Whether two years of prior experience of Preservation Maintenance & Services (PMS) of foodgrains.... If yes, details thereof and documentary proof in support (Capacity handled, no. of years, agency) If No, whether ready to hire personnel having two years relevant technical experience of preservation and maintenance of foodgrains (YES/NO). If yes attach undertaking</p>	yes/no
26	<p>Whether Existing CAP premises are being considered in lieu of land requirement under the tender, If yes, Affidavit for clear title of the existing CAP be attached.</p>	(yes/no)

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

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

Signature of Tenderer/Authorized Signatory

Note:

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

Proforma-A

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

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

This deed of guarantee made this day of between (Name of Bank) having its registered office at _____(place) and one of its local offices at _____(hereinafter referred to as the Surety), and PUNJAB STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED , a body corporate, constituted under the Companies Act and having its Head Office at Plot No. 4, Sector 35 B, Chandigarh(hereinafter referred to as "MARKFED").

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

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above E-Tender made by the Tenderer to "MARKFED" hereby undertakes to guarantee payment on demand without demur to "MARKFED" and without notice to the Tenderer the said amount of Rs..... (Rupees...) within one week from the date of receipt of the demand from "MARKFED" on presentation of this deed of guarantee which the Tenderer is bound to furnish with "MARKFED" towards supplementary guarantee in connection with his E- Tender.
2. This guarantee shall not be affected/discharge by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of "MARKFED", Tenderer or the Surety.
3. "MARKFED" shall be eligible to make any claim under this guarantee if the Tenderer after submitting his E-Tender, resiles or modifies his offer before acceptance thereof or fails to produce documents evidencing acquisition of specified land by way of ownership or registered Lease within stipulated period of 120 days or violates any the terms and conditions of the contract after acceptance of the E-Tender. "MARKFEDs" decision in this regard shall be final and binding.

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

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank.

(Banker's Name and Seal)

(Format for submitting an undertaking with respect to Non-encumbrance certificate
(NEC) /
GSTIN, High Tension Wire)

UNDERTAKING

I,..... s/o Sh,
R/o..... authorized signatory of M/s
..... bidder firm for construction of covered Godown under
GeM Bid Number – do - hereby undertake as under:

1 That I have care fully with sound mind read and understood the term and condition of GeM bid and ATC document of GeM bid no.____ dated ____and hereby undertake to abide by all terms and conditions of Bid.

2 That I/We undertake that I/We will submit the construction of covered godown under 10 year Guaranteed PEG Scheme, in bid submitted by me/us against bid published on GeM having ID _____, in original with MARKFED within 45 days from the award of contract.

- a** Non-encumbrance certificate (NEC) for the land proposed by me / us.
- b** GSTIN of the bidder firm.

3 That all 11 KCA or above lines of any found on the proposed land would be shifted to the satisfaction of Markfed post successful allotment of PEG tender.

Place:

Date:

(Signatures)

**<to be submitted on non- judicial stamp paper of appropriate
value and duly notarized>**

UNDERTAKING

I _____ S/D/W/o _____ r/o _____
_____ authorized signatory for GeM Bid for construction of covered
godown under GeM bid no. _____ hereby irrevocably and unconditionally undertake as
follows:

1. That I/ we have applied for construction of covered godown of _____ MT
capacity at site _____ in the name of _____ as per
bid invited by MARKFED on GeM.
2. That the godown would be constructed on the following land:-
 - i) Details of Land:-
District: _____ Tehsil _____ Village _____

AREA OF SITE AS PER JAMABANDI AND POSSESSION						
Sr. No.	KHEWAT/ KHATONI NO.	MUSTIL/ KILA No.	AREA/ JAMABANDI		AREA/ SITE POSSESSION	
			Kanal	Marlas	Kanal	Marlas
1						
2						
3						
TOTAL						

Site Area :- _____ Kanal - _____ Marlas

:- _____ Sq. Yds.

:- _____ Acres

- ii) The above land is in the name of following: -

Name of owner as per Jamabandi/ Khasra No.	Area	Relation with bidder

- iii) Whether the land offered for construction of the covered godowns is: -
 - a. In the name of bidder firm/ individual/ proprietor;
 - b. In the name of partners and contributed in the partnership firm;
 - c. Taken on lease from owners of land;
 1. If on lease, specify the period of lease, along with the date of

expiry of lease.

2. If on lease, whether the lease deed is registered or not?

d. To be acquired by way of purchase or lease

iv) Type of approach road to the site/ land offered:

a. PWD Road

b. Mandi board Road

c. National/ State Highway

d. Master Plan Road

e. Others, please specify.

- 3.** That I/ we undertake that the documents submitted by me/ us in the technical bid documents pertaining to the ownership of land of the PEG godown or having access to the land of PEG godowns by way of lease, are correct and in consonance with the terms & conditions of the MTF/ GeM bid.
- 4.** That if any discrepancy is found/ reported in such documents submitted by me/ us for land of the godown at any point of time, I/ we shall be responsible for same and in such a case, MARKFED would be at liberty to terminate my/ our contract/ lease agreement forthwith and also take suitable further action, without prejudice to any other rights of MARKFED. Further, I/ we undertake to indemnify MARKFED for any financial loss accrued to MARKFED due to any discrepancies in land ownership/ lease hold rights/ contribution of land to partnership firm submitted by me/ us and shall make good such loss, if caused to MARKFED.
- 5.** That property tax is leviable/ not leviable on my/ our aforementioned PEG godown(s). Further, in case, the property tax is leviable, I/we shall be responsible for payment of such tax.
- 6.** That I/ we shall comply with all Statutory Laws/ Rules and are in possession/will obtain all necessary licenses from the respective Competent Authorities for running the Warehousing Services.
- 7.** That I/ we undertake to indemnify MARKFED for any financial loss accrued to MARKFED due to any discrepancies in bid documents submitted by me/ us and shall make good such loss, if caused to MARKFED.
- 8.** That the capacity of land duly assessed by Patwari along with Chajjra duly measuring the khasra no. of proposed land and rasta/ passage of land are attached herewith.
- 9.** That, I/We undertake that the layout plan for construction of covered godown has been prepared keeping in view the restrictions on constructions as per master plan, wherever applicable and prevailing laws. I/We will be responsible for the same, in case, any discrepancy is found in the same at any later stage, I/ we shall fully indemnify MARKFED for any such consequent losses caused to MARKFED thereof.
- 10.** That, I/We undertake that there is no restriction on construction of covered godown on the offered land and the required CLU shall be obtained from concerned authority and the same would be submitted with MARKFED before commencing the construction of godown, in case tender is allotted to me/us.
- 11.** That, I/We undertake that the site/land offered by me/us does not fall in Flood prone/waterlogging area.

Date:

Place:

Signature and seal of the godown owner

Note:

1. This undertaking be signed by the bidder(s) itself or authorised signatory of the bidder.
2. Bidders having multiple godown, either submit separate undertaking for each godown or enter details of each godown in the declaration.