

TERMS & CONDITIONS FOR AVAILING WAREHOUSING SERVICES FOR STORAGE OF FOODGRAINS

- 1.** The Scheme is applicable only for the warehouses already constructed/available in the State of Punjab under the PEG scheme of GOI/ FCI.
- 2.** The minimum capacity to be taken on hire shall be 2500 MTs (50000 bags of 50 Kg each), however, for hilly area, it shall be 1670 MT. The initial period of hiring shall be two years extendable by another one year at the same terms and conditions at the sole discretion of Pungrain. The godown can be vacated by Pungrain at any time by giving three months' notice only.

However, in addition to the above provision, partial capacity of the offered godown of "Lease with Services" under Scheme can be hired subject to the following conditions.

- i. Partial capacities may only be hired in consuming regions.
- ii. Further, the partial capacities offered only on 'Lease with services' can be considered.
- iii. That the partial godown offered under PEG to Pungrain should be a separate shed with 'Lock & Key' exclusively for storing the stocks of PUNGRAIN. Stocks other than that of Pungrain are not to be allowed for storage in Sheds offered to Pungrain.
- iv. The bidder shall ensure the safety & security in terms of both quality and quantity of Pungrain stocks at all the times.

Further, storage of commodities which may cause contamination of foodgrains like cattle feed, fertilizer, chemicals, cement etc. shall not be allowed in the other/remaining sheds of the godown.

- 3.** The warehouse should have been scientifically constructed on elevated area and storage worthy for foodgrains to the satisfaction of PUNGRAIN.
- 4.** There should be proper approach road upto the warehouses from the main highway. Similarly, there should be adequate internal roads to facilitate easy movement of trucks.
- 5.** There should be an Electronic Lorry Weighbridge (ELWB) of at least 60 MT or above within the premises in the warehouse.
- 6.** Godown owner shall provide following hardware for Depot Online System

(DoS):

a. For Warehousing Services to be availed on "Lease with Services"

Average Hardware Requirement

- i. Desktop for reporting purpose based on volume of operations, the minimum requirement is mentioned below considering austerity measures:-

Capacity	Desktop with UPS	Printer
Below 25,000 MT	2	2
25,000MT-50,000MT	3	2
Above 50,000MT	4	2

- ii. In case the ELWBs (electronic lorry weighbridge) are inside the warehouse premises, the Warehouse service provider may club the process of entry at gate with LWB and reduce 1 desktop machine and printer for gate.
- iii. Hand-held devices for real time data capture at source during shed operations and QC operations are to be provided by the warehouse service provider. However, the current DOS operations support mobile browsing and available mobile phone may be used for data entry as per discretion of the warehouse service provider.

Sr. No.	Type of Hiring	Hardware & Software to be provided by	
		Hardware to be provided by Warehouse Service Provider/Nodal agency	Software to be provided by FC
A	Lease with Services	Printer, Tablet with SIM Card, Computer with internet facilities	DoS software (FoC).
B	Lease Only	Printer, Tablet with SIM Card, Computer with internet facilities	DoS software (FoC).

This facility should be provided by the Warehouse Service Provider within one month of taking over the warehouse. Failing which, necessary arrangement shall be made by PUNGRAIN and recovery toward the cost incurred will be made good from the monthly rental bills.

b. For Warehousing Services to be availed on "Lease only"

Above Hardware & Software shall be provided by PUNGRAIN/ Nodal

Agency.

7. The bidder shall ensure installation of Fire-fighting extinguishers/ buckets/ equipments as per following specifications:

Sr. No.	Capacity of Godown in MTs	No. of fire extinguishers to be installed	No. of fire buckets to be installed
1.	Upto 1500 MT	3	15
2.	Above 1,500 MT & upto 3,000 MT	4	20
3.	Above 3,000 MT & upto 5,000 MT	6	30
4.	Above 5,000 MT & upto 10,000 MT	8	40
5.	Above 10,000 MT & upto 15,000 MT	10	50
6.	Above 15,000 MT & upto 25,000 MT	15	75
7.	Above 25,000 MT	25	125

Note:

- i. The firefighting extinguishers to be installed are strictly required to be of BIS specifications.
- ii. The installation & location of Fire-fighting extinguishers be made in consultation with local fire officer.
- iii. A fire alarm be also installed in the office in the godown and safety signs showing no smoking, emergency exit etc. should also be got installed.

8. The centers those showing higher Storage loss/Transit Loss may be reviewed by Competent Authority before finalization of tender.

9. In case of 'lease with services' godowns, the warehousing service provider/ godown owner shall ensure that the samples of rice and wheat stocks stored in every PEG godown are chemically examined (viz. uric acid, Mycotoxin/ Aflatoxin and pesticide residues of Malathion, Deltamethrin, DDVP & Aluminum Phosphide) as per standards of FSSAI, once in six months with reference date of 01st April and 01st October, from stacks under priority based on capacity of godowns as below mentioned:

Sr. No	Capacity of FSSAI Licensed Depot	No. of Samples to be tested (Minimum)	Remarks
1	Upto 15,000 MT	2	In equal proportion of wheat & Rice.
2	Above 15,000 MT upto 30,000 MT	4	
3	Above 30,000 MT upto 45,000 MT	6	
4	Above 45,000 MT	8	

Note: In case of 'lease only' PEG godowns, this will be done by Nodal Agency.

- 10.** Appropriate nos. of Security cameras (Live feeding) shall be installed in the premises of the warehouse by the Warehouse Service Provider as per attached specifications/ SOP of FCI.

This facility should be provided by the Warehouse Service Provider within one month of taking over the warehouse. Failing which, necessary arrangement shall be made by PUNGRAIN and recovery toward the cost incurred will be made good from the monthly rental bills.

- 11.** Warehouses should have the following supporting facilities:-

- a. Proper drainage.
- b. Boundary wall/fencing.
- c. As given below:
 - In case of "Lease Only" warehouses - Electricity connection, water supply connection, fire-fighting equipment's, functional Toilets with running water etc.
 - In case of "Lease with services" godowns - Working electricity & water connection, toilets, firefighting equipment, QC equipment etc.

The above list is illustrative and not exhaustive.

- 12.** There should be small supporting building to house office, records, chemicals, QC equipment, gunnies and earmarked sitting space for 2 employees of PUNGRAIN.

- 13.** In case of 'lease with services' godowns, there should be proper Watch & Ward arrangement in the premises of proposed warehouse.

- i. The personnel deployed for the Security of the establishment either should be from DGR (Director General Resettlement) empaneled agency /State Home guard etc. or should have undergone training from Government recognized /approved training institute for providing training to the private security personnel.
- ii. Payment of Minimum wages and compliance of other statutory requirement such as EPF, ESI etc. shall be ensured by the warehouse service provider.

(Not applicable in case of lease only warehouses.)

14. The Warehouse service provider shall have to acquire comprehensive insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary and misappropriation of stocks etc. The insurance shall be taken at the latest average acquisition cost available at the FCI website i.e., www.fci.gov.in on the date of award of contract/ Renewal of Insurance, as the case may be. Copy of general insurance for indemnifying against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary and misappropriation of stocks, etc. shall be submitted by the warehouse service provider at the time of submission of first bill.

(Not applicable in case of lease only Warehouses).

15. It would be ensured by the Warehouse service provider that there is no hindrance while carrying out day to day operations/moving the stocks.

16. The Warehouse Service Provider shall be responsible for annual or casual repairs which is necessary for proper maintenance and storage of foodgrains. The Warehouse Service Provider shall be responsible for day-to-day maintenance of the warehouse/ premises and other allied facilities and any damage to the stock on these counts be recoverable from the Warehouse Service Provider. The Warehouse Service Provider shall maintain all approach roads to the warehouse/ premises in good and motorable condition. The Warehouse Service Provider shall, during the terms of tenancy keep the warehouse/ premises in leak proof and water proof condition and fit in all respects for storage of foodgrains. The Warehouse Service Provider shall carry out at his own cost such repairs to the roofs, floors, walls, doors, windows etc. of the warehouse/ premises as may be necessary and make the warehouse/premises fit in all respects for the storage of foodgrains within seven days of the receipt of a notice from the Pungrain. If the Warehouse Service Provider neglects and fails to carry out the necessary repairs then the Pungrain shall have the right to get the repairs done at the cost of the Warehouse Service Provider and the same shall be deducted from the immediate storage charges due to the Warehouse Service Provider and the balance, if any shall be recoverable from the Warehouse Service Providers future storage charges or the security deposit of the Warehouse Service Provider, as the case may be. If the complaint is not attended to promptly, the storage charges of the

warehouse/premises are liable to be stopped for adjustment of the repairs executed, expenses etc.

- i. The Warehouse Service Provider shall bear the losses occurred due to fault in roofs, floors, walls, windows etc. till the repairs are carried out.
- ii. In case, the warehouse/premises become unusable due to structural defects etc. or otherwise (not attributable to the FCI), the payment of the storage charges of the warehouse/premises will be suspended/ will not be paid for the period and capacity, when the same remains out of use for keeping the foodgrains etc.

17. Bids shall be obtained under Two (2) Bid System i.e. Technical and Price Bid. The technical bid will contain ownership, location, storage capacity, distance from nearby PUNGRAIN Warehouses (owned/hired)/Railhead, Income tax Certificate etc. as mentioned in the Technical Bid. Price Bid will contain the rate per Quintal per month as storage charge including preservation, insurance, watch and ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weighbridge, computer systems and associated man power for all warehousing operations. This should be inclusive of property tax, minor/major maintenance of roads and buildings, water and electrical installations and other charges as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, and cess etc. excluding GST if applicable.

In the context of GST, it is to clarify that for the Warehousing Services availed with services at present storage and warehousing services in respect of agriculture produce are exempt under GST. However, in case, the same Warehousing Services availed on „lease only“ basis, the same would be subject to GST rate of 18% at present. This will have substantial impact on economics when Warehouse on “lease only” basis are availed and therefore the same needs to be taken into account while finalization of tender.

18. The Pungrain shall avail Warehousing Services on reservation basis for a specified capacity. Stocks received over and above the reserved capacity of the warehouses, no extra charges will be paid to the warehouse service provider. On expiry of the guarantee period, the storage charges shall be paid on actual utilization basis till the stocks are liquidated. The Warehouse shall be vacated maximum within three months from the date of expiry of

guarantee period.

- 19.** The Warehouse service provider shall hold all valid licenses issued by the Competent Authority, clear title of property, valid PAN & GSTIN Number etc. and upto date tax clearance certificate from the concerned authority.
- 20.** The Tender shall be accompanied by an EMD of Rs.20/- per MT of the capacity offered through NEFT/RTGS/other electronic means from any scheduled bank by the tenderers in the Bank A/c of Pungrain.
- 21.** The tenderer is advised to carefully go through the copy of the various clauses in the model agreement (Annexure-'E'), which will have to be signed by him.

Applicable for' Lease with services 'Warehouses.	Applicable for' Lease only 'Warehouses
<p>The Warehouse service provider shall provide all the warehousing facilities at par with CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/premises, weighment of the stock, providing electricity & water charges, etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The Warehouse service provider shall keep all the facilities available in the warehouse/premises like weighbridge, fire-fighting equipment, beam scale, CCTV with live feeding, QC equipment's, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them</p>	<p>The Warehouse service provider shall provide warehouse and regular repair and maintenance of the warehouse/premises, providing electricity & water facility (Electricity & water charges shall be borne by PUNGRAIN), etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The Warehouse service provider shall keep all the facilities available in the warehouse/premises like weighbridge, drinking water facility, electrical fittings, electricity connection, firefighting equipment, CCTV with live feeding, approach road etc. functional and shall offer Warehouse to PUNGRAIN without any additional cost other than storage charges as agreed. If the Warehouse service provider fails to provide facilities as mentioned above, the PUNGRAIN shall have the right to get the facilities provided at his cost</p>

<p>to PUNGRAIN without any additional cost other than storage charges as agreed. If the Warehouse service provider fails to provide facilities as mentioned above, the PUNGRAIN shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the PUNGRAIN shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the PUNGRAIN at its discretion. The cost or expenses incurred by the PUNGRAIN on Warehouse service provider account would be treated as final, without calling the min question.</p>	<p>or/and expenses so incurred by the PUNGRAIN shall be together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the PUNGRAIN at its discretion. The cost or expenses incurred by the PUNGRAIN on Warehouse service provider account would be treated as final, without calling them in question.</p>
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- 22.** The Warehouse service provider shall maintain an inventory requirement of 3months stocks of chemical at any given point of time. The party should have sufficient fumigation covers, sand snakes and other QC equipment like fumigation covers, spray pumps, dunnage material etc. as indicated in the Annexure-I of the terms & conditions attached. Amendments made in the dunnage policy by the PUNGRAIN/ GOI from time to time shall be binding on the Warehouse Service Provider. **(Not applicable in case of "Lease Only" Warehouses).**
- 23.** The Warehouse services provider shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse service provider from the dues payable as per the instructions/guidelines issued by PUNGRAIN from time to time. **(Not applicable in case of "Lease Only" Warehouses).**
- 24.** The warehouse service provider shall be responsible for the Storage losses which are beyond the norms fixed by GoI/FCI and the value of

such unjustified losses in storage will be recovered by PUNGRAIN from the dues payable to Warehouse Service Provider at average acquisition cost. **(Not applicable in case of "Lease Only" Warehouses)**. The storage loss norms are available at following link:-

(FCI website link- <https://fci.gov.in/storages.php?view=405>)

- 25.** The Warehouse service provider shall not sub-let the whole or part of the storage space availed by PUNGRAIN in any way. However, PUNGRAIN will have the right to rent out the idle storage capacity to the suitable party.
- 26.** The matter of appointment of Handling and Transport Contractor will be purely on merit vis-a-vis utilizing services of the existing PUNGRAIN Contractor or appointed through tender inquiry by PUNGRAIN on existing MTF for the purpose. The Warehouse service provider shall have no objection for the same.
- 27.** If there is any violation of standing instruction by the warehouse service provider which leads to financial loss to the PUNGRAIN, a notice shall be issued to the service provider to compensate for the losses sustained by the PUNGRAIN within
15 working days of issue of notice. If the service provider does not offer a plausible explanation or pay the money, PUNGRAIN shall be at liberty to recover the amount from the running bills of the service provider. In case the sum available as indicated above is not sufficient to cover the full amount claimed by Corporation, the Warehouse Service Provider shall pay to the PUNGRAIN on demand the remaining balance of the aforesaid amount claimed, failing which the PUNGRAIN shall be at liberty to recover the same from security deposit without prejudice to any other action deemed appropriate by the PUNGRAIN.
- 28.** The successful bidder under lease with services shall obtain FSSAI license for storing of food grains. PUNGRAIN will take necessary steps to obtain FSSAI license for Lease only godowns.
- 29.** The responsibility to comply with all statutory obligations under various Central/State Acts which are in force shall be that of the Warehouse service provider.

SIGNATURE OF THE TENDERER

SALIENT FEATURES OF QUALITY CONTROL ACTIVITIES WHICH SHALL BE PART & PARCEL OF TERMS & CONDITIONS OF CONTRACT.**1. PRE-STORAGE STEPS:**

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

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

2. CARE OF GRAIN DURING STORAGE:**A. CLEANLINESS:**

The warehouses should be swept regularly at least twice in a week and kept in neat, tidy and hygienic condition. All webs on the wall roof, alley way & 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 warehouse. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags after thorough cleaning.

C. AERATION:

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

D. SPRAYING:

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

Name of Insecticides	Nature of insecticides	Dosages	Remarks
Deltamethrin 2.5 % WP with dilution 40 grams per litre.	Contact Poison	Sprayed @3 litres solution per 100 square meter	Once in 90 days.

E. DETERMINATION OF SURFACE:

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

F. FORTNIGHTLY INSPECTION:

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

- i. Check up warehouse walls, roof and floor.
- ii. Check up peripheral, top and bottom layer bags in case of bag storage.
- iii. Check up of representative sample of each stack.
- iv. Check up of stocks of different depths/sides in case of bulk storage.

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

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

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

H. FUMIGATION:

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

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

Dosage	Remarks
Fumigation under Gasproof cover: 3 Tablets or 9 gram per MT of stocks	Immediate fumigation, resorted to as and when infestation of pest is noticed, fumigation is to be imparted as per advice of Quality Control officers/officials

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

The Warehouse Service provider shall purchase all insecticides required for maintaining the health of stocks well in advance. However, Warehouse service provider shall be responsible for disposal of empty insecticide containers as per the procedure laid down in THE INSECTICIDES ACT, 1968 and the Rules framed thereunder.

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

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE WAREHOUSE SERVICE PROVIDER IN THE WAREHOUSES-10,000 MT CAPACITY AS A UNIT OR FRACTION/MULTIPLE THEREOF: