

**RAJASTHAN STATE WAREHOUSING CORPORATION**  
**(A Government Undertaking)**  
**Head Office; Bhawani Singh Road; Jaipur 302015**

No.HO/PD/12(30)PEG-2008/2010/13821

Dated : 10.09.2010

**DETAILED NOTICE INVITING TENDER**

Sealed Tenders under two-bid system are invited from Tenderer who owns Land or holding land under lease for a minimum period of 13 years with permission to construct godown or willing to acquire land by way of ownership/lease within 90 days from the date of acceptance of tender for construction of godowns for FCI Storage Requirements to be managed and supervised by RSWC for a guaranteed lease of Ten years on Build, Own & Operate/lease basis for 220000 MT capacity for storage of food grains at the following locations mentioned below:—

Sl. No.	FCI District	Revenue District	Capacity in MT
1-	Pali	Pali	5000
2-	Bhilwara	Bhilwara	25000
3-	Karoli	Karoli	15000
4-	Churu	Churu	18000
5-	Barmer	Barmer	15000
6-	Jalaur	Jalaur	15000
7-	Jhalawar	Jhalawar	7500
8-	Sirohi	Sirohi	12000
9-	Pratapgarh	Pratapgarh	17500
10-	Banswara	Banswara	10000
11-	Dungarpur	Dungarpur	40000
12-	Rajsamand	Rajsamand	40000
		<b>Total</b>	<b>220000</b>

- Offers for smaller capacity will also be considered in case sufficient offers are not received for the capacities indicated above against any one or more locations subject to the condition that minimum godown size should be of 5,000 MT for plain areas and 1670 MT for hilly areas.

2. The tenderer shall submit separate tender for each location and site.
3. The tender documents & other details are available on the website [www.rajasthankrishi.gov.in](http://www.rajasthankrishi.gov.in) and are also available for sale in the office of **RSWC (H.O.), Jaipur** for (Rs.5000/+taxes as applicable) which can be paid either in cash or through Demand Draft drawn in favour of RSWC payable at **RSWC (H.O.), Jaipur ) from 15.09.2010 to 01.10.2010 between 11.00 AM to 4.00 PM on all working days.** or it can be downloaded from website. Where forms have been downloaded from the Website, tenderer shall enclose along with the technical bid, a separate D.D. for Rs5000/ +Taxes as applicable towards the cost of tender documents in a separate sealed envelope superscribing on an envelope 'THROUGH WEBSITE'.
4. The duly completed sealed tender in the manner prescribed should be submitted to **RSWC, Jaipur** at above mentioned address up to 3.30 PM till 4.10.2010 and the Technical Bid shall be opened on the same day at 4.30 PM in the presence of tenderers or their authorized representatives who may wish to be present.
5. The offers shall remain open for acceptance for 45 days from the date of opening of the Technical Bid. However, RSWC 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 basis. Any tenderer not keeping the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited
6. If the date of opening of the tender is declared as holiday the tender will be opened on the next working day at the same time and venue.
7. The tender must be accompanied by the EMD of Rs.... Lakhs (Rupees .... lakhs only) in the form of Demand Draft in favour of **RSWC payable at Jaipur** drawn on any Scheduled bank. In case the tenderer does not own land or hold it on lease but intends to acquire the same by way of ownership/lease within 90 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 for Rs..... issued by any Nationalised Bank and valid for a minimum period of six months from the date of submission of tender.

8. Tenders not accompanied by prescribed Earnest Money (alongwith supplementary guarantee, if applicable) will be summarily rejected
9. The earnest money (along with supplementary Guarantee, if applicable) would be refundable to unsuccessful tenderer on finalization of the tender and shall carry no interest whatsoever
10. Incomplete offer/offers not conforming strictly to the manner prescribed /offer not submitted on prescribed tender form **or late/delayed** tender shall not be considered and shall be summarily rejected.
11. Conditional tenders will be summarily rejected and the EMD will be forfeited.
12. The location of the land specified in the 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 tender form in addition to the terms & conditions indicated herein.
14. The Original copy of the tender along with the documents required under technical bid is to be kept in one sealed envelope superscribed 'A' – **Technical Bid** and the Price Bid will be kept in another sealed envelope superscribed 'B' – **Price bid**. Both the bids then will be kept in another sealed cover superscribing "**Tender for Private Entrepreneur Godowns – 2008 for ..... (location)**". The duly sealed tender document shall be submitted to the address indicated in the tender document.
15. RSWC reserves the right to accept or reject any or all tenders without assigning any reason/notice whatsoever and is not bound to accept **the lowest tender** and reserves the right to scrap the tender enquiry at any stage without **assigning any** reason and RSWC will not be liable for any costs and consequences incurred by the intending tenderer.

Sd/-  
**Managing Director**  
**RSWC**

**INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS**

From

**The Managing Director  
Rajasthan State Warehouse Corporation,  
Bhawani Singh Road;  
Jaipur 302015 (Rajasthan)**

**Sub :** Tender for construction of godowns for FCI Storage Requirements to be managed and supervised by RSWC for a guaranteed lease of Ten years on Build, Own & Operate/lease basis for 220000 MT capacity for storage of food grains at various locations.

To

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

Dear Sir (s)

Managing Director RSWC,Jaipur invites tenders under two bid system from Tenderers who own Land or hold land under lease for a minimum period of 13 years with permission to construct godown or willing to acquire land by way of ownership/lease within 90 days from the date of acceptance of tender for construction of godowns for FCI Storage Requirements to be managed and supervised by RSWC for a guaranteed lease of Ten years on Build, Own & Operate/lease basis for 220000 MT capacity for storage of food grains at the indicated locations.

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

### **1. ADDRESS FOR CORRESPONDENCE**

The address for correspondence of RSWC, Jaipur will be as indicated above.

For all purpose of this tender the address of the tenderer mentioned in the 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 the 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 tender along with railway sidings (if applicable), weigh bridges, etc. on his land within the scheduled time and lease the godown to RSWC and render the services given in this Tender document including preservation , maintenance and security (if applicable) as and when necessary and as instructed from time to time by RSWC or its authorized representative or any officer acting on his behalf. RSWC through its authorised 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 RSWC or any officer acting on his behalf and are not inconsistent with terms and conditions of this contract.

### **3. PREPARATION OF TENDER:**

- (a) The Tenderer should submit the tender documents, including invitation to tender intact, without detaching any page or pages, duly filled in/completed and signed on each page of Tender Form including the Annexures. The 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 tender document.
- (b) In the event of the space on schedule form being found insufficient for the required purpose, additional pages may be added. Each such additional page

must be numbered serially, bearing the tender No. and should have full signature. In such cases reference to the additional pages must be made in the tender form.

**4. SIGNING OF TENDER:**

(a) The tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the Tender are not fully filled in. The sealed tender complete in all 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 tender.

(b) The persons signing tender or other documents connected with the tender must specify in what capacity he or she is signing the tender;

1. Whether signing as a “sole proprietor” of the firm or his attorney.
2. Whether signing as a “partner” of the firm or their duly constituted attorney having authority to bind all partners in all the matter pertaining to tender.
3. In the case of companies and partnership firms registered under the Indian Companies Act, Indian Partnership Act/Limited Liability Partnership and HUF the capacity in which signing, e.g., Secretary, Manager, Partner, Karta etc. or their duly constituted attorney and produce copy of document empowering him to do so

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

- (i) Deed of Partnership/Trust
- (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. EARNEST MONEY(EMD):**

Technical bid shall be accompanied by an earnest money of Rs..... lakhs (Rupees ..... lakhs only) @ **Rs. 20.00** (Rs. Twenty Only) per MT. In case the tenderer does not own land or hold it on lease but intends to acquire the same by way of

ownership/lease within 90 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 issued by Nationalised Bank and valid for a minimum period of six months from the date of submission of tender. However, it shall be necessary for the tenderer to specifically indicate the land proposed to be acquired. The EMD shall be deposited in the form of a Demand Draft issued by any Scheduled Bank in favour of the RSWC Payable at Jaipur only. Tenders not accompanied by earnest money/ Bank Guarantee (if applicable) in the prescribed form, will be summarily rejected. RSWC 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

#### **6. FORFEITURE OF EMD/ENCASHMENT OF BANK GUARANTEE:**

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

#### **7. REFUND OF EMD/RELEASE OF BANK GUARANTEE:**

Earnest money (along with Bank Guarantee submitted as supplementary guarantee, if applicable) will be refunded to all the unsuccessful tenderers after decision on tenders.

Earnest money will be refunded to successful tenderers after he has furnished security as prescribed in the 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 tender by way of ownership or lease within 90 days from the date of acceptance letter, failing which the same is liable to be encashed by RSWC.

It is the express term of this 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 within the stipulated 90 days and submit the documents.

## **8. SECURITY DEPOSIT**

- I. The successful tenderer shall furnish the security deposit for completion of construction in time @ **Rs 40.00 per MT** for non railway siding godowns and **Rs.60.00 per MT** for railway siding godowns with the indenting office of RSWC within 15 working days from the date of acceptance letter, in the form of Demand Draft issued by Scheduled Bank in favour of RSWC payable at Jaipur 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 alongwith tender. The security Deposit will remain with RSWC till the completion of the godown and taking over of possession of the godown by RSWC. The earnest money deposited by the tenderer at the time of submission of the 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 tender and handed over within the scheduled time or any conditions of this contract are breached, the security deposit will be forfeited and guarantee given for such hiring of the godown will be cancelled. The RSWC 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 RSWC by the date decided by RSWC after completion of the godowns by the tenderer.

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

II. The successful tenderer at the time of execution of lease shall also furnish a performance guarantee towards fulfillment of the contractual obligations under “lease” agreement @ **Rs. 50/MT** and under “lease and services” agreement @ **Rs. 100 /MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee issued by any Nationalized Bank failing which the contract is be liable to be terminated without prejudice to such other remedies as may be available to the RSWC 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.

RSWC 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

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

In case the project is not executed in the scheduled time, the security deposit is liable to be forfeited and the guarantee given for such hiring of godown will stand cancelled besides taking such other remedies as may be available to RSWC under the terms of contract/law.

Save 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 RSWC subject to such recoveries as may be necessary for making up the RSWC’s claim against tenderers.

The decision of the RSWC as to the amount of deduction from the security deposit will be final and binding on the contractor.

**9. DELIVERY OF TENDER:**

Original copy of the tender, NIT and the documents required as per the tender under **Technical Bid** is to be kept in one sealed envelope super scribed ‘**A**’ – **Technical Bid** and the **Price Bid** will be kept in another sealed envelope super scribed ‘**B**’- **Price Bid**. Both the Bids will thereafter be kept in another cover envelope superscribed “**Tender for Private Entrepreneur Godowns – 2008 for .....** (**location**)”. In case tender is downloaded from the website the tenderer shall, along with the technical bid enclose a separate D.D. for Rs **5000/ +Taxes as applicable** - towards the cost of tender documents and also superscribe on the envelope ‘**THROUGH WEBSITE**’. The inner covers as well outer covers should be sealed and the tender number and date , name of the tenderer, phone number, E-mail, FAX etc indicated thereon. The outer cover should also bear the address of RSWC office. RSWC reserves the right to reject any tender which fails to comply with the above instructions. All outstation tenders should be sent by Registered Post/Speed Post so as to reach the designated office within the date & time. RSWC will not be responsible for any postal delay and no plea in this regard will be entertained.

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

**10. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:**

- (i) The offers shall remain open for acceptance for 45 days from the date of opening of the Technical Bid. However, RSWC 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.

**11. OPENING OF TENDER:**

- 1. Tenderers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the schedule. If the date fixed for opening of tenders is subsequently declared a holiday, the tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the tender.

2. After evaluating the technical bid (wherever necessary, after site inspection by RSWC/FCI of the land offered) the financial 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 financial bids on a date and time to be notified subsequently. Financial bids of the parties who do not qualify in technical bid will not be opened.
3.
  - (a) For 25,000 MTs or above capacity godowns, if after opening of the technical bid, two 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 tenders will be treated as eligible for opening of the financial bid.
  - (b) For other godowns with lower capacity, if two or more acceptable proposals 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 tenders will be treated as eligible for opening of financial bid.
  - (c) In case if less than two tenders are received in above two cases, the RSWC may consider the Non-Railway Siding / more than 8 kms from existing railway siding (as the case may be) and accordingly may open the financial bids of those parties who have been found otherwise technically qualified after opening of first part.
4. The offers shall be considered in the following manner subject to the condition that minimum subdivision of capacities would be 5000 MT in case of plain areas and 1670 MT in case of hilly areas.
  - a) All offers for 100% of the desired capacity shall be opened provided there are a minimum of two 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 three 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 five 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 eleven such valid offers.
  - e) If offers as per (a), (b), (c) or (d) are not received, all valid offers of 5000 MT or more in case of plain areas and 1670 MT or more in hilly areas shall be opened.

In case the lowest bidder 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. RSWC reserves the right to accept or reject any or all tenders without assigning any reason/notice whatsoever and is not bound to accept the lowest tender and reserves the right to scrap the tender enquiry at any stage without assigning any reason and RSWC will not be liable for any costs and consequences incurred by the intending tenderer.

## 12. ACCEPTENCE

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

## GENERAL CONDITIONS OF TENDER

### 13. DEFINITIONS:-

- I. **RSWC** means State Warehousing Corporation.
- II. **FCI** means Food Corporation of India
- III. **Managing Director** means the Managing Director of the RSWC.
- IV. **Services** means the performance of any of the items of work enumerated in **Appendix** including such auxiliary, additional and incidental duties, services and operation as may be indicated by the local authorized representative of the RSWC or any person authorized by him in this behalf.
- V. **Stocks** mean food grains stored in the godowns.
- VI. **Corporation** means RSWC
- VII. **Warehouse Manager** means the head of the particular Warehouse Unit/Units.
- VIII. **Technical Assistant** means Technical Assistant of the RSWC.
- IX. **Investor** means the owner/**investor** of the godowns or any person or any representative duly authorized by him.
- X. **Contract** means and include Notice inviting tender, Tender document, its schedules, annexure, appendix and acceptance of tender.

- XI. **Writing** includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- XII. Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not.
- XIII. 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.
14. 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 tender. RSWC 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.
15. The specific location of the land proposed by the tenderer in the 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 RSWC.
16. The execution of railway siding in railway siding godowns (if applicable) alongwith the ancillaries such as signaling, electrification of siding etc., is to be completed by the tenderer at his cost. Similarly, all the other works involved in completion of railway siding as well as non-railway sidings are to be completed by the tenderer at his cost. All the necessary permissions from urban or rural local bodies, railways, Government of India and State Government as the case may be should also be obtained by the tenderer himself for the construction/completion and for running godowns as well as for the execution and usage of railway siding in case of railway siding godowns.
17. All the construction material required for the construction work are to be procured in advance by the tenderer only. The RSWC 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.

18. Pitless Electronic Lorry Weigh Bridge of 60 M.T. Capacity of standard make should be installed as per specification in the Schedule.
19. 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 RSWC/FCI requires such godowns, RSWC/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 RSWC/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 RSWC to Tenderer of hiring of such godown on above basis before the completion of the same in all respects.
20. The tenderer should furnish in technical bid all the details of the location, survey numbers, proof of ownership / 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 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 must be free from high tension electric wires passing over it. Land must not be low lying. Land must not be in the flood or water logging prone area / zone. Polluting industries should not be in the vicinity and sufficient land should be available for ancillary works. A detailed layout plan proposed for the godowns, weigh bridge, office building, roads and railway siding (in case of godowns with railway siding) and other facilities should also be given in the technical bid.
21. In case of lease with preservation and maintenance;
  - (a) The tenderer should have two years technical experience of preservation and maintenance of foodgrains or he should hire a person having two years relevant technical experience.

- (b) The tenderer shall also provide Data Entry Operators alongwith computers to ensure data entry on daily basis as stipulated in lease agreement.
22. 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.
  23. The rate should be quoted in the financial bid in Rupees per quintal/month in figures as well as words.
  24. In case of lease land, the minimum period of lease shall be thirteen years from the date of submission of tender and the tenderer should have permission to construct the godowns on leased land.
  25. Conditional tenders will not be considered for acceptance and the earnest money deposited with these kind of tenders shall be forfeited.
  26. Tenders which do not fulfill any of the condition or are incomplete in any respect shall be summarily rejected.
  27. RSWC would be at liberty to reject any of the proposals at any stage, if the documents submitted by the tenderer are not in order.
  28. Financial and technical expertise of the tenderer will be evaluated by RSWC through its authorized officers.
  29. 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 Km of the urban/rural boundary limits of such places. Wherever 25000 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. 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.
  30. 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 90 days time granted for production of documents by the tenderer who intends to acquire land. The delay in construction of maximum upto one year may be allowed to all the tenderer on his request in writing with a corresponding reduction in the guarantee period. RSWC, 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 respect 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, RSWC 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.

31. The RSWC reserves the right to refuse to take over the said Godowns on guaranteed hiring for Ten years if the construction of godowns is not completed in all respects and leased out to the RSWC by the extended date and in that event the Security Deposit of the tenderer is also liable to be forfeited.
32. 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 approval of the RSWC. The RSWC is not liable for any action arising out of change of constitution of the firm.
33. The Tenderer shall execute a lease deed with RSWC on the day of taking over of the possession of Godown.
34. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
35. There will be no enhancement in rent during the guarantee period in case of lease without preservation and maintenance. However, in case godown is hired with preservation and security etc., annual increase in rent will be 33% of percentage increase in WPI.
36. The RSWC has the liberty to release the godowns after the guarantee period of Ten years.
37. 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 indicated in the Tender per quintal per month shall be inclusive of all Ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads, railway sidings etc. The 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.
38. 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 RSWC. 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 RSWC so as to ensure that such activities will not hamper RSWC operations and safety of its stocks. However, additional space must not be used for storage of any commodity which may affect food grains.
  39. 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 RSWC will have no responsibility in this regard , whatsoever.
  40. 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. RSWC 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 RSWC.
  41. The tenderer has to enclose with the tender a detailed site and layout plan indicating the location of proposed structures and also showing the approach to main road.
  42. Change of the Site will not be agreed to by the RSWC after submission of tender.

43. The proposed land where the godown is to be constructed shall have good title unencumbered and free from any dispute, failing which RSWC reserves the right not to take over the warehouse on lease.
44. The tenderer may after award of contract, with the permission of RSWC mortgage /charge the said property for availing advances for construction of the godowns.
45. The handling and transport work will be carried out by the contractor appointed by RSWC. RSWC 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.
46. In case the godown or any part thereof becomes unstorageworthy, RSWC shall notify the same to the tenderer and the tenderer shall carry out the necessary repairs immediately at his cost to make the premises storageworthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorageworthy for the period the premises remained unstorageworthy. In case the tenderer delays or fails to carry out the repairs as above, RSWC will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. RSWC reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorageworthy.
47. The Investor must keep the scheduled property and the stocks duly insured at all times during the agreement period at his cost.
48. The Notice Inviting Tender, all the schedule, appendix and annexures to this tender document and the terms and conditions enumerated therein are to be read and construed as part of this tender and shall be binding on the tenderer.
49. **INDEMNITY:**

The Tenderer shall indemnify, defend, and hold harmless the RSWC 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.
50. **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 RSWC.
- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the RSWC under the contract, nor shall operate as an estoppel against the RSWC merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.

#### **51. 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 RSWC 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 RSWC for taking over the possession of the godown as per the contract and the RSWC shall take over the possession of the same.
- (2) At the time of completion of the godown as well as at the time of taking over of possession of the Godown, a committee of the RSWC including two members from FCI duly authorized in this behalf will conduct the verification and in case, the Godown is not found strictly according to the specification and drawings, the RSWC may reject the Godown or to accept the Godown at a lower rate of rent or to take the possession of Godown on annual or short term lease. The decision of the RSWC in such matter will be final and binding on the tenderer.
- (3) This agreement is bilateral agreement between the RSWC and the Tenderer and the involvement of Govt. of India by way of designing of the scheme or FCI by way of being associated at various stages or even thereafter will not be construed as their being party to this bilateral agreement.

#### **47. CORRUPT PRACTICES:**

The tenderer shall not offer or give or agree to give any person in the employment of the RSWC 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 RSWC or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the RSWC.

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 RSWC 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.

**48. INSOLVENCY AND BREACH OF CONTRACT:**

- (A) The RSWC may at any time, by notice in writing summarily determine the contract without Compensation to the contractor in any of the following events,
- (i) If the tenderer being an individual or a firm, any partner thereof, shall at anytime, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
  - (ii) 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 RSWC and provided also the tenderer shall be liable to pay to the RSWC for any extra expenditure he is thereby put to.

**49. NORMALIZATION OF FINANCIAL BIDS:**

A normalizing factor of Rs.0.05 per Quintal per Kilometer will be applied to all the bids received for a location beyond a distance of 8 KM from the railhead while evaluating the financial bid.

(Note: This normalization rate shall be worked out by the concerned GM (Region), FCI for his Region based on the prevailing transportation rate, considering one turnover per year for the procuring Regions and three turnovers per year for the consuming Regions).

**50. 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.

**51. 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 tender will be dealt in Court of Law of competent jurisdiction.

**Signature of Tenderer/  
Authorized Signatory**

**TECHNICAL EVALUATION SHEET**

Parameters	Details
1.	
(i) Name of the Owner/Firm / Trust etc.	
ii) Permanent Address	
iii) Correspondence address	
iv) Phone number and FAX	
v) E-mail	
2 Name of the village/town / city where the proposed land (site) is located	
3. Survey nos. of the land (site)	
4. Name of the railway goods shed alongwith the distance to proposed site	
5. Whether following documents furnished:	
i) Copy of title deed or	Yes/No
ii) Copy of registered lease deed or	Yes/No
iii) Affidavit mentioning details of the land which the tenderer undertakes to acquire within 90 days from date of acceptance AND Supplementary Guarantee in the form of Bank Guarantee issued by a Nationalised Bank.	Yes/No
iv) In case of land on private lease, a no objection certificate by way of affidavit from the lessor for construction of the godown	Yes/No
v) Non-encumbrance certificate	
vi) Copy of Firm Registration Certificate/HUF	
vii) Copy of sketch plan indicating boundaries.	Yes/No
viii) Copy of the layout plan indicating layout of godowns, office building, roads, railway siding, weigh bridge, parking areas & other ancillary facilities	Yes/No

6. i) Area of land  
ii) Proposed storage capacity
7. Feasibility report by the tenderer Yes/No  
in case of railway siding  
godowns (annex the Report)
8. Distance from  
i) nearby FCI/RSWC/ CWC  
godowns  
ii) Nearby mandis alongwith their  
names
9. Distance from National/ State  
Highway alongwith the name of the  
high way.
10. Traffic accessibility to the Yes/No  
proposed godown free from all  
hindrances
11. Banker's letter of  
willingness to extend loan.
12. PAN of the tenderer(enclose  
copy)
13. Income Tax returns for the  
last 03 years or Bank statement of  
one year in case of non-assessee.
14. Requisite EMD furnished Yes/No  
(Documentary evidences regarding the claims made above to be annexed)

**Signature of Tenderer/Authorized Signatory**

**Note:**

1. RSWC 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.

## **FINANCIAL BID**

The rates for the places should be quoted exclusive of Service Tax in **Rs. per Quintal per Month** in figures as well as in words. There should be no cutting/overwriting in the financial bid.

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

I/we hereby quote Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ and \_\_\_\_\_ paise only) as storage charge Per Quintal Per Month of foodgrains/coarse grains /sugar etc. per month including preservation, comprehensive insurance, watch & ward, ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh bridge, computer systems alongwith internet facility and associated manpower for all operations connected with the maintenance of these facilities. This should be inclusive of property tax, minor / major maintenance of roads & buildings, water and electric installation and charges thereof, maintenance of weigh bridge, computer facilities their usage and other charges and as well as other local taxes / statutory charges associated with the operation and facilities provided as per terms of the agreement to be entered.

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

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

Signature of Tenderer/

Authorized Signatory

## SCHEDULE -I

### **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. Out side to Out side = 126.01m x 22.26m
3. Rail / Road side Varandah Width: 1.83m min. on one side of the godown and other side of godown Isolated platform of 0.9 m wide to be provided in front of shutter only (size 2.44 m X 0.9 m).
4. Plinth Height i) For road-fed - 0.80 m  
ii) For rail-fed - 0.91 m
5. 5,000 MT godowns consisting 3 Compartments. Each Compartment C/C length 41.85m and capacity = 1,670 MT
6. No. of Stacks in each Compartment 12 Nos.
7. Size of Stacks = 6.10m x 9.15m (20' x 30' )
8. Godown height at eve in respect of road-fed =5.60m & Rail-fed =6.35m
9. Varandah Truss height on road side = 3.35m and on Rail fed side 3.95m above plinth
10. No. of rolling shutters = 12 Nos. of size 1.83 m X 2.44 m each
11. Top Ventilators size 1.50m x 0.60 m = 54 Nos. in both long walls
12. V8 ventilators 0.39 m X 0.80 m (Bottom inside air entrant) and Expanded metal on outer walls 0.6 m X 0.6 m (Bottom out side air entrant)
13. R.C. Column to be provided at 4.65 c.c. in long wall & 4.36 m c/c in GW & P.W.
14. Roof to be provided with ACC/CGI/Al. Zinc. coated sheet roofing materials over tubular roof trusses.

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

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

Tubular Trusses: As per the wind zone classified in the relevant latest BIS code in the normal wind zone: 200 Kg/Sq.m and 150 Kg/Sq.m. or as per actual requirements.

**A. ANCILLARIES REQUIRED**

Office Block, Sentry post, Weigh Bridge with cabin, Compound wall, Electrification, Water supply.

**B. DETAILS OF GENERAL SPECIFICATION FOR GODOWN:**

1. **FOUNDATION:** The depth of foundation is proposed for Gravelly Ordinary Soils at 1.30 M for columns and 1.20 M for panel walls (foundation design is based on for soil bearing capacity of 10.93 tonnes per sq.mt). For other type of soils, foundation should be suitably designed. Cement concrete (1:5:10) (1 cement: 5 coarse sand: 10 stone aggregate of 40 mm nominal size) is to be provided under columns and panel wall respectively. R.R. Masonry/Brick Masonry in cement mortar (1:6) (1 cement : 6 coarse sand) is to be provided for foundation and super-structure. The good quality of earth / sand shall be provided under floor.
2. **PLINTH BEAM, TIE BEAM & COLUMNS:** R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size) is to be provided in column, foundation of column, plinth beam, lintel beam around godown at 2.44m level and tie beam at roof level in long walls.
3. **SUPER STRUCTURE:** All the walls are 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).
4. **SUN SHED / CHAJJA:** To be provided as per 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.
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 coarse 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 coarse aggregate 20 mm nominal size) flooring with neat cement punning.
7. **ROOFING:** Tubular trusses on RCC columns with purlins for fixing ACC/CGI/Al. Zinc. coated sheeting. In each compartment 8 Nos. of fiber glass (Translucent) sheets are to be provided (four numbers on each slope).

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 0.60m with angle iron.
- C. **ROADS:** 27.5 cm thick W.B.M road (Metal Road) having clear width of 6.7m if there is one row of godowns and 15 m wide road in between two rows of godowns with necessary layers of gravel base, metal layer to with stand the Traffic, is to be laid with 4 cm thick premix carpet. Thickness of WBM may be more in case of poor soil having less CBR value.
- D. **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) on rough side of the wall and 12 mm thick plastering with cement (1:6) 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.
- E. **GATE AT MAIN ENTRANCE:** 6.10m wide steel gate with tubes and 0.91m wide wicket gate with tubes / angle iron.
- F. **ELECTRICAL INSTALLATION:** External tube light / sodium vapour fittings on out side of godowns at equal intervals and providing of necessary 3 pin power / light plug points near rolling shutters. Suitable lighting to be provided in side the godowns as well as on platform with the sodium vapour or fittings with CFL lamp lighting fixtures for operation of godowns during late hours.
- G. **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.
- H. **OFFICE BUILDING :**
- Plinth area 78 Sq.m. including toilets

**OFFICE BUILDING SPECIFICATION :**

1. **FOUNDATIONS:** Adequate Depth of foundations shall be provided with leveling course of CC (1:5:10) (1 cement: 5 coarse sand: 10 stone aggregate of 40 mm nominal size) thick for all walls. Brick masonry / Random rubble stone masonry in cement mortar (1:6) (1 cement : 6 coarse sand) shall be provided for foundations.
2. **PLINTH BEAM, SUNSHADES, ROOF SLAB & LINTELS:** R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size) for plinth beam over R.R. Masonry / brick work. Necessary sunshades to be provided for all external doors and Windows. Roof slab is to be provided with minimum 100 mm thick R.C.C. mix of 1:1½:3 (1 cement: 1½ coarse sand: 3 stone aggregate of 20 mm nominal size), lintel over Doors & Windows to be provided.
3. **SUPER STRUCTURE:** Brick masonry in cement mortar (1:6) for 0.23m thick shall be provided.
4. **FINISHINGS:** 12 mm thick cement plaster with cement mortar (1:6) on finished side of brick work and 15mm thick cement plaster with cement mortar (1:6) on rough side shall be provided.
5. **PAINTING:** Oil bound distemper two coats over one coat of primer for all internal surface walls and snowcem two coats over one coat of primer on external walls.
6. **FLOORING:** Sand filling under floor to be provided. 40 mm thick flooring in C.C. (1:2:4) with neat cement punning and glass strip panels shall be provided.
7. **DOORS & WINDOWS:** For ancillary structures, wooden paneled door, flush door of minimum size 0.90m x 1.98m & 0.76m x 1.98m are to be provided. Wooden Windows of size 0.90m x 1.20m paneled with iron grills and glass ventilators shall be provided.
8. **SANITARY:** Vitrous wash basin, Indian type water closet, ventilating shaft, rain-water pipes, stone ware pipes of 100mm, 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.

- I. WEIGHBRIDGE & CABIN ROOM:** Electronic Lorry weigh bridge of 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.
- K. Land Requirement for conventional type storage godowns (IN IDEAL SHAPE):**
- a) First 5,000 M.T Capacity = 2.0 Acres.(approx)
  - b) Further 1.7 acres additional land will be required for an increase of 5,000 MT capacity godown each.

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

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

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**Proforma-A**

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

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

This deed of guarantee made this \_\_\_\_ day of \_\_\_\_ between \_\_\_\_ (Name of Bank) having its registered office at \_\_\_\_ (place) and one of its local offices at \_\_\_\_ (hereinafter referred to as the Surety), and Rajasthan State Warehousing Corporation, a body corporate, constituted under The Warehousing Corporations Act, 1962 and having its Head Office at Jaipur (hereinafter referred to as RSWC).

WHEREAS M/s.....( hereinafter referred to as ‘Tenderer’) a Company registered under \_\_\_\_ (if applicable) and having its registered office at \_\_\_\_ is bound to furnish Supplementary Guarantee in the form of Bank Guarantee with RSWC in connection with submission of tender for construction of godowns for FCI Storage Requirements to be managed and supervised by RSWC 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 tender No.....dated.....has undertaken to produce necessary documents evidencing acquisition of land by way of ownership or execution of Lease in respect thereof as specified in the tender within 90 days from the date of Acceptance of 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 tender made by the Tenderer to RSWC hereby undertakes to guarantee payment on demand without demur to RSWC and without notice to the Tenderer the said amount of Rs .... (Rupees.....) within one week from the date of receipt of the demand from RSWC on presentation of this deed of guarantee which the Tenderer is bound to furnish with RSWC towards supplementary guarantee in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of RSWC, Tenderer or the Surety.

3. RSWC shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, resiles or modifies his offer before acceptance thereof or fails to produce documents evidencing acquisition of specified land by way of ownership or Lease within stipulated period of 90 days or violates any the terms and conditions of the contract after acceptance of the tender. RSWC's decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of RSWC in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs ..... (Rupees.....).
6. This guarantee shall remain in force and effective upto ..... and shall expire and become ineffective only on written intimation given to the Surety by RSWC for this purpose and in that case this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by RSWC, notwithstanding any dispute that may exist or arise between the Tenderer and RSWC or any other person(s).
8. Any forbearance, act or omission on the part of RSWC in enforcing any of the conditions of the said tender or showing of any indulgence by RSWC 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 RSWC.
9. 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.
10. 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.
11. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Tenderer.

SIGNED AND DELIVERED

For and on behalf of

For and on behalf of above named Bank.

(Banker's Name and Seal)

Branch Manager

(Banker's seal)

**ANNEXURE -I**

**Lease Agreement between RSWC and Investor**

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

THIS AGREEMENT made on this the .....day of .....2010 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 Rajasthan State Warehousing Corporation, a body corporate under The Warehousing Corporations Act, 1962 (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 tenders for the same and after the acceptance of the said tender a valid contract dated \_\_\_\_\_ has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the 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 totaling 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.

RSWC will independently verify the genuineness of bank guarantee as well as its extensions from time to time as furnished by the tenderer

4. If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the tenderer or to appropriate the security deposit furnished by the 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
5. The lessor shall be responsible to keep the godowns fit for storage of food grains during the Agreement period with the Lessee. The expenditure on the major & minor maintenance as well as white washing; painting etc. will be borne by the Lessor. The minor day to day repairs shall be carried out by the lessor at his own cost as far as possible within 24 hours. All the major repairs such as seepage, repairs of exterior walls, roofing, burning of electrical wiring, change of pipes etc. shall be carried out by the Lessor within the time frame given by the Lessee through its local representative. Urgent repairs to stop damage to food grains or for the safety of Lessee/lessor manpower has to be carried out immediately. In case the lessor delays or fails to do the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/ Security Deposit.
6. In case the godown or any part thereof becomes unstorageworthy, RSWC shall notify the same to the tenderer and the tenderer shall carry out the necessary repairs immediately at his cost to make the premises storageworthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorageworthy for the period the premises remained unstorageworthy. In case the tenderer delays or fails to carry out the repairs as above, RSWC will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. RSWC reserves the right to terminate the agreement and exit out of the

guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorageworthy.

7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving Thirty days notice in writing to the Lessor at their last known place of residence / business and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
8. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent if required only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
9. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, Air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
10. Lessee shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proofs of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
11. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non compliance of any such rules/law.

12. It shall be the responsibility of the lessor to deposit the service tax with the concerned Authority as per rates applicable from time to time. Service tax as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid service tax 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.
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, affiliates or lessors.
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 rendering the said services for 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. The Lessee is not liable for any action arising out of change of constitution of the firm. Lessee is hiring these spaces for keeping FCI and/or its own Food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.
21. The terms of this lease deed shall be governed, construed, interpreted and enforced in accordance with the Laws of India in force. In case of any doubt in interpretation of the terms of this lease deed, the decision of Lessee shall be final and binding on the parties.
22. **PERFORMANCE GUARANTEE:-**
  - a. The lessor shall furnish security @ **Rs.50 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of lease agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The Bank Guarantee shall be in the prescribed form and should be issued by any Nationalized 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 as to the amount determined for deduction will be final and binding on the lessor.

- d. It is the express term of this 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 within the stipulated 90 days and submit the documents.

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. This Lease Deed comprises of the Lease Deed and its Appendix.
26. The contract will be governed by the laws in India for the time being in force. All disputes arising to of this tender, will be dealt in Court of Law of Competent Jurisdiction.

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

NAME & DESIGNATION  
(PRINCIPAL OFFICER)

Witnesses:

- 1.
- 2.

LESSOR

**Lease and Services Agreement between RSWC and Investor**

**ANNEXURE -II**

**(To be executed at the time of taking over the godown by RSWC after the godown is complete in all respect)**

THIS AGREEMENT made on this the .....day of .....2010 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 Rajasthan State Warehousing Corporation, a body corporate under The Warehousing Corporations Act, 1962 (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 tenders for the same and after the acceptance of the said tender a valid contract dated \_\_\_\_\_ has been concluded for the construction of godown and subsequent lease to Lessee, binding between the parties therein in accordance with the terms and conditions of the 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 this 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 unstorageworthy, RSWC shall notify the same to the tenderer and the tenderer shall carry out the necessary repairs immediately at his cost to make the premises storageworthy. No rent is payable in respect of the godown or such part thereof which was rendered unstorageworthy for the period the premises remained unstorageworthy. In case the tenderer delays or fails to carry out the repairs as above, RSWC will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. RSWC reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the godown is rendered permanently unstorageworthy.
5. Lessee may terminate the contract at any time during its currency in case the Lessor fails to fulfill any of its obligations under the contract or breaches any of the terms of the contract, by giving thirty days notice in writing to the Lessor in the notified and the Lessor shall not be entitled to any compensation or rent or any other payment for the remaining period of the guaranteed hiring by reason of such termination. In the event of the termination of the contract by Lessee, the Bank Guarantee will be encashed. The decision of the Lessee, under this clause shall be final, conclusive and binding on the lessor.
6. The Lessee shall pay the Rent through the Bank nominated by the lessor during the Guarantee period from the date of taking over the godown. Bank loan if required can be had from any banker at the initiative of the lessor. The choice of the bank loan, bank & branch to be borrowed from, are the choice of the lessor and the Lessee will give consent if required only to the extent of entering into tripartite agreement with the bank and the lessor for payment of rent directly to the bank upon taking over of the godown.
7. Whereas from the date of taking over the possession of the said godown the Lessee shall pay the agreed rent to the Lessor within 15 days of the submission of monthly bills in triplicate copy supported by work certificates issued by the officers authorized by Lessee @ of Rupees -----/qtl. Per month totaling to an amount of Rupees ----- /Month and there will be an annual increase in rent @ 33% of percentage increase in Wholesale Price Index (WPI). The Lessee agrees to make payment of rent to the Lessor

- through the authorized bank of the Lessor as per the request of the Lessor till the contract remains in operation from the date of actual possession, as per request of the party/bank.
8. The Lessee shall not carry out any alterations or additions to the building / premises except as may be necessary for installing temporary office cabins, air –conditioners, telephones etc. The Lessee shall surrender vacant possession of the property along with all fixtures, fittings and furnishings at the time of expiry of lease deed to the lessor.
  9. Lessor shall pay the electricity charges and water charges as per the bills received from the respective authorities. The lessor shall pay all taxes, cess, levies, fees including property tax etc. in respect of the scheduled property without fail and produce the documentary proof of the same as and when demanded for verification. In case of default in making payment of such taxes and levies, Lessee will be at liberty to pay the same alongwith penalty etc. (if any) to the concerned authorities and thereafter making recovery from the rent.
  10. The lessor shall ensure compliance of all statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the non compliance of any such rules/law.
  11. It shall be the responsibility of the lessor to deposit the service tax with the concerned Authority as per rates applicable from time to time. Service tax as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid service tax 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/FCI.
  - 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. The Lessee is not liable for any action arising out of change of constitution of the firm. Lessee is hiring these spaces for keeping FCI and/or its own Food stocks, however, Lessee will be free to use these spaces for keeping stocks belonging to any other party and no additional charges will be paid to the lessor on this account. While doing so, Lessee will also be entitled without any additional charges to get temporary structures erected to physically segregate the stocks of different parties at own cost subject to further condition that Lessee will later remove these temporary structures at its own cost.

20. **ACCOUNTS:-**

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

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

22. **Performance Guarantee:-**

- a. The lessor shall furnish security @ **Rs.100 per MT** for full storage capacity of the godown(s) in the form of irrevocable bank guarantee at the time of execution of Lease and Services Agreement towards fulfillment of the contractual obligation failing which the Security Deposit will be forfeited and the guarantee will stand cancelled without prejudice to such other remedies as may be available to the Lessee under the terms of the lease/law. The bank guarantee shall be in the prescribed form and should be issued by any Nationalized 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.
- e. It is the express term of this 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 within the stipulated 90 days and submit the documents.

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 FCI will be allowed and the value of unacceptable losses in storage will be recovered in the same manner as FCI deals with the storage losses/gains applicable to the stocks of FCI.

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.

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 lessors, 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 lessors.
- c. The lessors shall be responsible for any loss, destruction or deterioration of food grains or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees / labourers or due to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Lessee to the depositors on account thereof. He shall pay all claims, and also litigation expenses, if any, incurred by the Lessee immediately on demand without any demur. The Lessee shall have the right to deduct/recover the amount of such loss. The decision of the Lessee shall be final and binding on the contractors in this regard.

- d. In the event of failure of the lessor to undertake the work after execution of lease agreement or resiling from the contract during its currency, Lessee shall have the right to get the work done and the lessor shall be liable to make good the loss, if any, suffered by the Lessee on this account and the Lessee shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the lessor without prejudice to any other remedy under the Contract/Law.
- e. The lessor should ensure to keep all the time adequate No. of labour to cope up with the work for the purpose of preservation, maintenance and security of stocks.

30. **VOLUME OF WORK:**

- a. The volume of food grains in storage is likely to fluctuate (increase or decrease) and no claim for fluctuation in the volume of work to be handled during the currency of the contract will be entertained.
- b. The Lessee has the right to utilize the storage capacity upto 130% by raising the height or increasing the blocks in a stack and the Lessor will not raise any objection to it. Under the circumstances, he will also take full responsibility to preserve the increased quantity of food grains.

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 lessors shall be responsible for preservation of stocks in accordance with the Appendix.
- 33. The fool-proof security arrangements shall be made by the lessor in respect of the stocks entrusted to it and in case of any defalcation/shortage of stocks, the Lessor shall be liable to compensate the Lessee to the extent of economic cost of the stocks.
- 34. Lessor shall deploy its personnel to verify the correctness of the Receipt/despatch of stocks and the authorized representative of lessor will duly verify the entries of receipt and

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

35. The lessor shall provide all infrastructure required i.e., Dunnage Wooden Crates/Bamboo mats, LDPE Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipments required for application of insecticides and other chemicals, locks, weighing scales and all other equipments as may be required for proper upkeep of health of stocks etc., in accordance with the advice of the Technical Assistant of the Lessee and in compliance to Appendix.
36. The lessor will also require purchasing all insecticides required for maintenance of health of stocks during a particular calendar year well in advance. He will also have to deposit the purchase bill of insecticides so purchased with the authorized officer of the Lessee for this purpose. The lessor will also have to maintain the record of the insecticides consumed from time to time and also the empty containers/tubes, which will be disposed off with the prior approval of the Lessee and also in the presence of the authorized representative of the Lessee.
37. In case of receipt of rain affected stocks of wheat/paddy, the lessor shall take necessary salvaging operations and aerate the stocks before stacking to maintain the quality of such stocks for a minimum period of 6 months thereafter. This period could be extended by mutual consent otherwise the Lessee shall take over the stocks.
38. The Lessor shall provide the following manpower: -

<b>Sl. No.</b>	<b>Capacity in MT</b>	<b>Clerks &amp; Accountants</b>	<b>Security Personnel</b>	<b>Sweepers</b>
01	10,000	02	03	04
02	20,000	04	05	08
03	30,000	05	06	10
04	40,000	07	08	12
05	50,000	08	10	14

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

<b>Storage Capacity</b>	<b>No. of computers</b>
10,000 MT	02
20,000 MT	03
30,000 MT	04
40,000 MT	05
50,000 MT	06

40. Since it is mandatory of FCI to maintain its daily stock accounts by feeding the data in the IISFM software and transmitting the data to the central server in New Delhi through Internet, it will be obligatory on the part of the lessor to feed data on daily basis as prescribed and also maintain stock account through the IISFM software and transmit the same to Central Server through Internet. In case the contractor fails to provide this service, 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.

41. **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.

42. The contract will be governed by the laws in India for the time being in force. All disputes arising to this tender, will be dealt with in the Court of Law of Competent Jurisdiction.

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

NAME & DESIGNATION

(PRINCIPAL OFFICER)

Witnesses:

1.

2.

LESSOR

**APPENDIX-I**

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

**1. PRE- STORAGE STEPS:**

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

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

**2. CHECK UP OF GODOWNS:**

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

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

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

**4. DRAWING UP OF STACK PLAN:**

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

- i. Maximum space is put to use for storage of stocks.
- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestations treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the godowns is drawn, as far as possible, the base area of all the stacks should be uniform as far as possible.

**5. STACK LINES:**

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

**6. STACK SIZE:**

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

- i. Wooden crate is an ideal dunnage as it keeps the stacks about 5 inch high from the floor and provides constant circulation of air under the bags.
- ii. 40 Wooden crates of laid-down specification will be used as dunnage under each stack of size 30 ft. x 20 ft.

**9. STACK CARDS:**

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

**10. COLLECTION OF SWEEPING:**

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

**11. STACKWISE REGISTER:**

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

**12. CARE OF GRAIN DURING STORAGE:**

**A. CLEANLINESS:**

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

**B. PROVISION OF SAMPLE BAGS:**

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

**C. AERATION:**

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

**D. SPRAYING:**

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

<b>Name of Insecticides</b>	<b>Nature of insecticides</b>	<b>Dosages</b>	<b>Remarks</b>
Malathion 50 EC (1:100)	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. metre to control insects and avoid cross infestation.	Every fortnight
DDVP (1:150)	Semi fumigant and contact poison	On walls/ alleyways/ Empty space 3 litres of prepared solution per 100 Sq. metres (1000s.ft)	Once in two weeks

**E. DETERMINATION OF SURFACE:**

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

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

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

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

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

**H. FORTNIGHTLY INSPECTION:**

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

Check up godown walls, roof and floor.

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

Check up of representative sample of each stack.

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

**I. DURING INSPECTION IT SHOULD BE ASCERTAINED WHEREAS:-**

- 1) Proper standard of godown hygiene and cleanliness is being maintained.
- 2) There are any leakage/cracks and godown stand in need of any repairs.
- 3) There is any likely hood of damage to stocks due to godown leakage.
- 4) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 5) There is any heating etc in the stocks.
- 6) The stocks require turn over owing to heating.
- 7) There is any cake formation along walls in case of bulk storage.
- 8) The grain of bottom layer bags and other bags is dry, if not whether there is any likelihood of damage to stocks on account of excessive moisture.

- 9) The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks is warranted.
- 10) There is any damage to stocks due to infestation and, if yes, to what extent.
- 11) There are any stocks warranting immediate disposal for reasons of deterioration.
- 12) The fumigation has been done in time.
- 13) The stocks have been dusted on due dates.
- 14) There is any rat trouble in the godowns.
- 15) There is any damage to stocks caused by rats.

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

**J. FUMIGATION :**

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

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

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

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

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

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

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

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

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

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

**14. BRIEF DISCRIPTION OF WORK:**

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

Transaction register, in addition to deploying workers for preservation of stocks and Watch & ward thereof.

- iii. In case of any shortage or damage / loss etc. to goods for whatsoever reason and cause, while the same are in the custody of the contractors, the contractors shall be liable to make good to the RSWC the value of the goods including, penalties and fines as are leviable by the Managing Director for such shortage of damage or loss etc. In addition, if there is any reason for suspicion of collusion of the contractors or his employee in such losses or damage, the Local authorized representative of the RSWC at the Warehouse or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, RSWC will be final and binding on the contractors.
  
- iv) The agency/contractor shall also ensure receipt/despatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the agency / contractor for any default in this regard will be governed as per the instructions / procedure contained in the FCI Hqrs. circular No. QC/5(22)/Proc.Qlty.Comp/2001 dated 3/4.6.02 with upto date amendments. It shall be the responsibility of the agency / contractor to keep themselves updated with the latest amendments / modifications in the above instructions.

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

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

<b>Sl No</b>	<b>Name of the item/article</b>	<b>Specifications</b>	<b>Approximate Quantity Required</b>
1.	Wooden Crates	As per specifications enclosed of each crate of 5' x 3' in size	40 wooden crates per stack i.e. 2880 crates for 10,000 MT capacity
2.	Bamboo Mats	For one layer on the Crate	2880 mats each of 5'x3' in size.
3.	Godrej Navtal Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4.	Beam Scales for weighment	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5.	Foot Sprayers		2 Nos
6.	Moisture meter	Model No.6005-SL	1 No
7.	LDPE Polythene Cover	Size 32'x21'x17' Average Thickness 1000 gauge Weight 52 kg.	24 Nos
8.	Sand Snakes	Length 40' with dia of 7"	1600 Nos
9.	Pokers(iron ake)		4
10.	Enamel Plates		4
11.	Sieve set		1
12.	Thermometer		1
13.	Ladder		1
14.	Bucket	20 Litres Capacity	2
15.	Mug	1 Litre capacity	2
16.	Measuring Glass	100 ml capacity	2
17.	Aluminum Phosphide	Each tablet of 3 grms (for fumigation purpose)	90 Kgs per fumigation for 10,000 MT (maximum 4 rounds of fumigation in a year) i.e. 360 Kgs per year.
18.	DDVP (Di Methyl Dichlorovinyl Phosphate)	Once in 15 days (Spraying)	4 Litres per month
19.	Deltamethrin	Once in 3 months or after fumigation (for spraying)	5 Kg per month

**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 Rajasthan State Warehousing Corporation, a body corporate, constituted under The Warehousing Corporations Act, 1962 and having its Head Office at Jaipur (hereinafter referred to as RSWC).

WHEREAS M/s.....( hereinafter referred to as ‘Lessor’) a Company 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 tender No.....dated..... vide acceptance letter No.....dated.....to furnish a Performance Guarantee by way of Bank Guarantee for Rs.....(Rupees.....only) @ Rs. ....Per MT at the time of execution of Lease Agreement for due performance of all obligations under the said Agreement.

**NOW THIS WITNESSETH:**

1. That the Surety hereby undertakes to pay on demand without demur to RSWC the said amount of Rs .... (Rupees.....) within one week from the date of receipt of the demand from RSWC on presentation of this deed of guarantee without notice to the Lessor.
2. The Surety shall pay to the RSWC any money so demanded notwithstanding any dispute or disputes raised by the Lessor in any suit or proceeding pending before any court or tribunal relating thereto on the surety’s liability under this guarantee being absolute and unequivocal.
3. 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.
4. 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 RSWC under or by virtue of the said Lease Agreement have been fully paid and its claims satisfied or discharged or till RSWC

certifies that the terms and conditions of the said Agreement have been fully and properly complied and carried out by the said Lessor.

5. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of RSWC in writing.
6. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to Rs ..... (Rupees.....).
7. This guarantee shall remain in force and effective upto ..... and shall expire and become ineffective only on written intimation given to the Surety by RSWC for this purpose and in that case this guarantee shall stand discharged.
8. Any forbearance, act or omission on the part of RSWC in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by RSWC 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 RSWC.
9. 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.
10. 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.
11. This guarantee shall not be discharged due to the change in the constitution of the Surety or the 'Lessor' or RSWC.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of

(Banker's Name and Seal)

Branch Manager

(Banker's seal)

FOODCORPORATION OF INDIA  
REGIONAL OFFICE, JAIPUR.

NO. E.10(3)/Pvt.Plinths/STG.-I/GM(R)/2009-10/

Dt 15.09.2010

FAX

✓ The Chairman & Managing Director,  
Rajasthan State Warehousing Corporation,  
JAIPUR.

Sub- Regarding Construction of godowns under PEG 08 SCHEME.

Sir,

As per Advertisement published in Rajasthan Pathrika on 11.09.10 the NIT for construction of godowns by Private Parties under PEG 08 Scheme and the details of rail-heads of each center is as under.

SNO	Name of Center/Revenue distt.	Name of Rail Head
	Pali	Pali & Marwar Jn.
	Bhilwara	Hameergarh
	Karauli	Hindauncity
	Chru	Sadulpur
	Barmer	Barmer
	Jalore	Jalore
	Jhalawar	Bhawanimandi
	Sirohi	Sirohi
	Pratapgarh	Road-fed
	Banswara	Road-fed
	Dungarpur	Road-red
	Rajsamand	Road-red

This is for information and necessary action at your end please.

Yours faith fully,  
*SWS*  
15.9.10  
Asstt Genl. Manager (Stg).  
FOR Gemneral Manger( R)