

**THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED  
SECTOR-05, PANCHKULA HARYANA (INDIA)**

Date: 10.01.2026

**DETAILED NOTICE INVITING E-TENDER**

E-Tenders on GeM portal [www.gem.portal](http://www.gem.portal) are invited under two-bid system from bidders who owns Land or holding land under Registered Lease Deed for a minimum period of 4 years from the date of submission of Bid with permission to construct CAP or willing to acquire land by way of ownership /Registered Lease deed (for minimum 4 years) within 15 days from the date of acceptance of E-Tender for construction of CAP for Storage Requirements to be managed and supervised by HAFED for a Guaranteed Lease period of Three(03) years on Build, Own & Operate (lease with services)/lease only (i.e. without services) basis for storage of food grains at the following locations:

Sr. No.	Revenue District	Rail Head	Location	Capacity (In Lac MT.)	GeM IDs
1	Fatehabad	Jakhal	Jakhal	0.20	GEM/2026/B/7095023
2	Karnal	Karnal	Manchuri/ Nissing	0.20	GEM/2026/B/7095071
3		Karnal	Karnal	0.55	GEM/2026/B/7093257
4		Taraori	Taraori	0.20	GEM/2026/B/7095193
5		Taraori	Indri	0.35	GEM/2026/B/7094208
6		Taraori	Nilokheri	0.10	GEM/2026/B/7095120
7	Yamuna Nagar	Jagadhari	Jagadhari	0.40	GEM/2026/B/7094971
8		Jagadhari	Mustfabad	0.30	GEM/2026/B/7094367
9		Jagadhari	Bilaspur	0.20	GEM/2026/B/7094106
10	Ambala	Ambala	Naraingarh	0.15	GEM/2026/B/7094415
11		Sahabad	Sadhaura	0.25	GEM/2026/B/7094465
12		Sahabad	Barara	0.50	GEM/2026/B/7094061
13		Sahabad	Mullana	0.40	GEM/2026/B/7094309
14	Kaithal	Kaithal	Shiwan	0.15	GEM/2026/B/7094620
15		Pehowa Road	Pai	0.15	GEM/2026/B/7094511
16		Pehowa Road	Dhand	0.15	GEM/2026/B/7094163
17	Jind	Narwana	Narwana	0.25	GEM/2026/B/7094271
18	Rohtak	Rohtak	Sampla	0.10	GEM/2026/B/7094579
19	Jhajjar	Jhajjar	Beri	0.20	GEM/2026/B/7094700
20		Jhajjar	Jhajjar	0.50	GEM/2026/B/7094767
21	Kurukshetra	Kurukshetra	Kurukshetra	0.20	GEM/2026/B/7094826
22		Shahabad	Shahabad	0.25	GEM/2026/B/7094873
		<b>Total Capacity</b>		<b>5.75</b>	

**Events Chronology:**

1.	Date of issuance of notice inviting e-Tender	10.01.2026, 3.00 PM
2.	Date and time for availability of MTF on website	10.01.2026, 3.00 PM
3.	Place, date and time for Pre-Bid Investors meet.	-----
4.	Tender Submission Last Date and Time	02.02.2026, 12.00 Noon

5.	Date and time of Opening Technical Bid	02.02.2026, 1.00 PM
6.	Date and time of Opening Price Bid	-----
7.	Validity of E-tender	As per detail provided in MTF
8.	Name and Designation of Authority Inviting E-tender	HAFED

The e-tender documents & other details are available on the website <https://gem.gov.in> bidder shall transfer Rs. 5000/- + GST(as applicable) towards the cost of e-tender and cost of EMD electronically within the prescribed time through RTGS/NEFT/BT to the A/C No. 38523175668, IFSC: SBIN0063773 (**Note:** Bidder should submit separate E-tender Form, fees and EMD for each locations)

1. 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 CAP size should be of 5,000 MT.
2. The E-Tender documents & other details are available on the website GeM Portal from 10.01.2026 to 02.02.2026 for payment of sum of Rs 5000/- + GST(as applicable) non-refundable paid through RTGS/NEFT/BT on A/c of (HAFED), A/c No. 38523175668 IFSC: SBIN0063773.
3. The duly completed E-Tender in the manner prescribed shall be uploaded on e-procure website (<https://gem.gov.in>) by 10.01.2026, 3.00 PM and the Technical Bid shall be opened on 02.02.2026 at 01.00 PM in the presence of Bidders or their authorized representatives who may wish to be present.
4. The offer shall remain open for acceptance for 10 days from the date of opening of the Technical Bid. However, HAFED reserves the right to extend this period by another 07 days at its discretion, which shall be binding on the bidder. Thereafter, this period may be further extended by the parties on mutual consent. Any Bidder not keeping the offers open for the prescribed period shall be summarily rejected.
5. If the date of opening of the E-Tender is declared as holiday, the E-Tender will be opened on the next working day at the same time and venue.
6. The E-Tender must be accompanied by an EMD @ Rs.5 per MT for quantity offers as per e-tender terms through NEFT/RTGS/IMPS/BT in Bank Account details mentioned above within prescribed time (separate tender for each location). In case the Bidder does not own land or hold it on registered lease but intends to acquire the same by way of ownership/registered lease (For minimum 4 years) within 15 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 10.0 per MT for quantity offered issued by any Scheduled Commercial Bank and valid for a minimum period of 06 months from the date of submission of e-Tender.
7. E-Tenders not accompanied by prescribed Earnest Money (alongwith Supplementary guarantee, if applicable) will be summarily rejected.

8. The Earnest Money (along with release of Supplementary Bank Guarantee, if applicable) would be refunded to unsuccessful Bidder within 30 days after finalization of the E-Tender and shall carry no interest whatsoever.
9. Incomplete offer/offers not strictly conforming to the manner prescribed /offer not submitted on prescribed E-Tender Form/Mode or late/delayed E-Tender shall not be considered and shall be summarily rejected.
10. Conditional E-Tenders will be summarily rejected and the EMD will be forfeited.
11. The location of the land specified in the E-Tender cannot be changed at any stage under any circumstances.
12. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed E-Tender Form in addition to the terms & conditions indicated herein.
13. Separate bids have to be submitted for each location.
14. There would be no post E-Tender negotiations.
15. The Bidder are requested to submit their original Bank Guarantee, if any, on or before 02.02.2026, 12:00 Noon without fail i.e. on the day of opening of online bid at HAFED, HO, Sector-5, Panchkula (Haryana).
16. HAFED reserves the right to accept or reject any or all E-Tenders without assigning any reason or issuing notice and are not bound to accept the lowest E-Tender. HAFED also reserves the right to scrap the E-Tender enquiry at any stage without assigning any reason and HAFED will not be liable for any costs and consequences incurred by the Bidder.

**For Managing Director  
(HAFED)**

## **INVITATION TO E-TENDER AND INSTRUCTIONS TO BIDDERS**

From

The Managing Director

(HAFED, Sector-05, Panchkula).

**Sub:** E-Tender on GeM portal for construction of CAP for FCI Storage Requirements to be managed and supervised by HAFED for a guaranteed Lease of Three (03) years on Build, Own & Operate (lease with services) /lease only(i.e. without services) basis for \_\_\_\_\_MT capacity for storage of food grains at various locations.

To

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Dear Sir (s)

Managing Director, HAFED, invites E-Tenders under Two Bid system from Bidders who own Land or hold Land under Registered Lease for a minimum period of 4 years with permission to construct CAP or willing to acquire land by way of ownership/Registered Lease (For minimum 4 years) within 15 days from the date of acceptance of E-Tender for construction of CAP for FCI Storage Requirements to be managed and supervised by HAFED for a guaranteed Lease of Three (03) years on Build, Own & Operate (lease with services) /lease (without services) basis for HAFED MT capacity for storage of food grains at the indicated locations.

If you are interested to participate in accordance with the requirements of the E-Tender, please submit your E-Tender through e-procurement website (<https://gem.gov.in>) on payment of sum of Rs. 5000/- + GST(as applicable) non-refundable by way of RTGS/NEFT on A/c No. 38523175668 IFSC: SBIN0063773. Bidder should submit separate forms and fees for each location)

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

The Managing Director  
(HAFED, Sector-05, Panchkula)

For all purpose of this E-Tender, the address of the Bidder mentioned in the E-Tender shall be the address to which all communications to the Bidder shall be sent, unless the Bidder has notified a change by a separate letter through Registered Post Acknowledgement-Due.

### **2. OBJECT OF THE CONTRACT**

The Bidder shall at his own cost construct Covered and Plinth (CAP) at the specified locations as per specifications attached to the schedule of this E-Tender on his land within the scheduled time and lease the CAP to HAFED and render the services prescribed in this E-Tender document including Preservation, Maintenance and Security (if applicable) as and when necessary and as instructed from time to time HAFED or its authorized representative or any officer acting on his behalf. HAFED through its authorized officer will have a right to inspect the site from time to time and the Bidder shall carry out their directions regarding any

corrective action required. The Bidder shall also perform such additional auxiliary and incidental duties, services and operations as may be indicated by the local authorized representative of the HAFED or any officer acting on his behalf and are not inconsistent with terms and conditions of this contract.

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

- (a) The Bidder should upload the complete MTF/ E-Tender documents, including Invitation to E-Tender duly filled in/completed including the Annexures. The E-Tender, submitted by the Bidder, is liable to be rejected if he fails to furnish any of the documents or information asked for in the E-Tender document.
- (b) In the event of the space on E-Tender form being found insufficient for the required purpose, additional pages may be used. Each such additional page must be numbered serially, bearing the E-Tender No. In such cases reference to the additional pages must be made in the E-Tender Form.

### **4. UPLOADING OF E-TENDER:**

- (a) The E-Tender is liable to be ignored if complete information is not given therein or if the particulars asked for in the E-Tender are not fully filled in. The E-Tender complete in all respects shall be duly uploaded. The name of the location for which the bid is submitted should be indicated clearly alongwith the capacity offered.
- (b) The persons submitted E-Tender or other documents connected with the E-Tender must specify in what capacity he is submitting the E-Tender.
  - i. Whether submitting as a “sole proprietor” of the Firm or its Attorney.
  - ii. Whether as a “partner” of the Firm or their duly constituted Attorney having authority to bind all Partners in all the matter pertaining to E-Tender.
  - iii. In the case of Companies and Partnership Firms registered under the Indian Companies Act and Indian Partnership Act/Limited Liability Partnership, the representative/bidder has to mention the capacity in which he is submitting, e.g., Secretary, Manager, Partner, etc. or their duly constituted Attorney and submit copy of document empowering him to do so. In support of the above, the Bidder should submit the following documents along with E-Tender:
- (c) Deed of Partnership/Trust: An unregistered partnership firm can participate in the E-Tender process. However, in case the E-Tender is awarded to unregistered Partnership Firm, it shall be the sole responsibility of the Partnership Firm to get the same duly registered and submit the certificate of Registration within 30 days of award of contract.
- (d) 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.
- (e) The tender is to be filled online for which detailed process has been indicated / mentioned in detailed E-Tender Notice.

HAFED will not be responsible for technical or procedural delay in submitting E-tender in last hour. It is advised to submit E-Tender before the date and no plea in this regard will be entertained on any ground whatsoever. **Any E-Tender received beyond the stipulated time and date will not be considered**

**5. Who can apply (Eligible Bidders):**

**a. Individual:**

An individual applying as owner of the Land should have Land in his own name only.

**b. Partnership Firm:**

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

**c. Company or Trust:**

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

**d. Bidder holding Land under Registered Lease Deed for a minimum period of 4 years from the date of submission of Bid with permission to construct CAP can also apply.**

**e. Bidder, who does not own Land nor holds it on Registered Lease but intends to acquire the same by way of Ownership/Registered Lease (For minimum period of 4 years) within 15 days from the date of Acceptance letter, can apply by furnishing Supplementary Guarantee in the form of Bank Guarantee for Rs 10.0 per MT for quantity offered issued by any Scheduled Commercial Bank and valid for a minimum period of 06 months from the date of submission of e-Tender. The bidders are requested to submit their Bank Guarantee, if applicable, on or before 02.02.2026, 12:00 Noon i.e. the day of opening of online bid at HAFED, Sector-05, Panchkula (Haryana).**

**f. Bidder applying for lease with Services should have minimum 2 years' experience of preservation and maintenance of food grains else he also has the option of hiring personnel having 3 years relevant technical experience of preservation and maintenance of food grains.**

**g. Bidder blacklisted by any Authority (Central or State Govt or PSUs there under or any other public authority) is not eligible to apply.**

**6. EARNEST MONEY(EMD):**

Technical Bid shall be accompanied by an Earnest Money of @ Rs. 5.0 (Rs. five) per MT for quantity offered as per e-tender terms (separate EMD for each location). In case the Bidder does not own land nor does he hold it on Registered Lease for minimum 4 years but intends to acquire the same by way of Ownership/Registered Lease (For minimum 4 years) within 15 days from the date of acceptance letter, he shall also submit, in addition to aforesaid EMD, a Supplementary Guarantee in the form of Bank Guarantee @ Rs.10.00 (Rs. Ten) per MT for quantity offered, issued by Scheduled Commercial Bank and valid for a minimum period of six months from the date of submission of E-Tender. However, it shall be absolutely necessary for the Bidder to specifically indicate and exactly identify the Land proposed to be acquired. The Khasra/Kila number (or any other nomenclature used for Revenue records in the State) must be mentioned in the Technical Evaluation Sheet. **Bidder should submit the tender form cost of Rs. 5000/- + GST (as applicable) and the EMD shall be deposited in the form of a RTGS/NEFT/IMPS/BT in the account of HAFED,A/C No. 38523175668, IFSC: SBIN0063773.**

7. E-Tenders not accompanied by requisite amount of Earnest Money and Supplementary Guarantee (if applicable) will be summarily rejected. HAFED 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 Bidder. The bidders shall submit their Bank Guarantee, if any on or before 02.02.2026, 12:00 Noon i.e. on the day of opening of online bid at HAFED, Sector-05, Panchkula.

**8. FORFEITURE OF EMD/Supplementary Guarantee:**

**The Earnest Money/ Supplementary Guarantee shall be liable** for forfeiture, if the Bidder, after submitting E-Tender, resiles from his offer and / or modifies the terms and conditions thereof in any manner, it being understood that the E-Tender documents have been made available to him and he is being permitted to submit Bidin consideration of his agreement to this stipulation. The Earnest Money/ Supplementary Guarantee is also liable to be forfeited in the event of the Bidder's failure to furnish the requisite Security Deposit by the due date after the acceptance of his E-Tender without prejudice to any other rights or remedies available to the.....(HAFED) under the contract /law. In the event of the Bidder submitting conditional E-Tenders, the EMD/ Supplementary Guarantee of such Bidders will be forfeited.

**9. REFUND OF EMD/RELEASE OF SUPPLEMENTARYGUARANTEE:**

Earnest Money and Supplementary Guarantee, (if applicable) will be refunded to all the unsuccessful bidders after decision on e-tenders. In case the bidder is not found qualified on technical evaluation, the Earnest Money and (Supplementary Guarantee, if applicable) will be refunded within 15 days of result of Technical evaluation subject to terms and conditions of the MTF. Earnest money will be refunded to successful Bidders after he has furnished security deposit as prescribed in the E-Tender. 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 Bidder so desires. The Supplementary Guarantee submitted by the successful Bidder will be released on production of necessary documents evidencing acquisition of Land specified in the E-Tender by way of Ownership or Registered lease within 15 days from the date of acceptance letter, failing which the same will be invoked/encashed by Nodal Agency.

It is the express term of this E-Tender that any Litigation, Stay/Injunction Order from any Court, non – performance on the part of the Owner/ Seller of the land, third party interests created or any other reason will not absolve the Bidder from his obligation to acquire the specified Land and submit the documents within the stipulated 15 days.

**10. SECURITY DEPOSIT**

The successful Bidder shall furnish the security deposit for completion of construction in time @ Rs 20per MT for CAPs (separate for each location) with the indenting office of HAFED within 15working days from the date of acceptance letter, in the form of RTGS/NEFT fund transfer in account details mentioned in the tender. If the Bidder fails to furnish Security Deposit within the specified period, it shall be lawful for the HAFED to terminate the contract and forfeit the EMD and Supplementary Guarantee (if any) submitted alongwith E-Tender. The Security Deposit will remain with HAFED till the construction of CAP is completed and its possession is taken over by HAFED. The Earnest Money / Supplementary Guarantee deposited by the Bidder at the time of submission of the E-Tender may be adjusted in Security Deposit on his request. In case the CAP capacity is not completed on the specified Land mentioned by the Bidder in the E-Tender and handed over within the scheduled time or any conditions of this contract are breached, the Security Deposit will be forfeited and Guarantee given for such hiring of the CAP will be cancelled. The HAFED also reserves the right to forfeit the Security Deposit as well as refuse to take over the possession of the said CAP on guaranteed

hiring till the approval of FCI if the same is not leased out to the HAFED by the date decided by HAFED.

The Security Deposit will be refunded without interest to the Bidders on completion and taking over of possession of the CAP by HAFED and submission of clear “No demand Certificates” by the HAFED and furnishing of Performance Bank Guarantee subject to such deductions from the security as may be necessary for making up the HAFEDs claim against Bidders.

Bank Guarantee shall also have the provision/option for invocation (encashment) thereof at the local branch of the bank nearest to the location of the Office of the HAFED.

11. The successful Bidder at the time of execution of lease shall also furnish a Performance Guarantee towards fulfilment of the contractual obligations under the Agreement for full storage capacity of the CAP(s), for an amount equivalent to two months’ rent in case of ‘lease with services’ and one month rent in case of ‘lease only’ in the form of irrevocable Bank Guarantee issued by any Scheduled Commercial Bank, failing which the contract is liable to be terminated without prejudice to such other remedies as may be available to HAFED under the terms of the contract/law. The Bank Guarantee shall be in the prescribed Format. The Bank Guarantee will remain valid till 6 months after the expiry of the lease period.

It shall be the responsibility of the Bidder to ensure that Bank Guarantee remains continuously valid during the currency of lease period and 6 months thereafter.

HAFED 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 Bidder.

If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for HAFED in its absolute discretion, to forfeit either in whole or in part, the Security Deposit furnished by the Bidder or to appropriate the Security Deposit furnished by the Bidder 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 HAFED.

The Performance Guarantee will be returned to the Bidder on satisfactory performance of the services and on completion of obligations by the Bidder under the terms of Lease Agreement and submission of clear “No demand Certificates” by the HAFED subject to such recoveries as may be necessary for making up the claim of HAFED against Bidder.

The decision of the HAFED towards the amount of deduction from the Security Deposit will be final and binding on the bidder and no objection in this regard would be entertained on any account whatsoever.

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

- (i) The offers shall remain open for acceptance for 10 days from the date of opening of the Technical Bid. However, HAFED reserves the right to extend this period by 7 days at its discretion, which will be binding on the Bidder. Thereafter, this period may be further extended by the parties on mutual consent basis.
- ii) Any Bidder not keeping offers open for the prescribed period shall be summarily rejected and his EMD/ Supplementary Guarantee is liable to be forfeited.



### **13. OPENING OF E-TENDER:**

- i. Bidders are at liberty to be present or authorize a representative to be present at the opening of the E-Tender at the time and date as specified in the E-Tender. If the date fixed for opening of E-Tenders is subsequently declared a holiday, the E-Tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the E-Tender.
- ii. After evaluating the Technical Bid (wherever necessary, after site inspection by FCI and HAFED of the land offered, the Price Bids of only technically qualified bidders will be opened in presence of all the technically qualified Bidder or their authorized representatives who may wish to be present at the time of opening of Price Bids on a date and time to be notified subsequently. Price Bids of the parties who do not qualify in Technical Bid(location wise) will not be opened.
- iii. In case of 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.
- iv. HAFED reserves the right to accept or reject any or all E-Tenders or scrap the E-Tender enquiry at any stage without assigning any reason or issuing any notice and is not bound to accept the Lowest E-Tender and will not be liable for any costs and consequences incurred by the Bidder.

### **14. ACCEPTANCE**

On finalization of E-Tender, HAFED will communicate acceptance of the E-Tender in writing through Post/FAX/E-mail etc. which will conclude a binding Contract between the parties and the Bidder shall act upon such Acceptance letter.

### **15. GENERAL CONDITIONS OF E-TENDER**

#### **DEFINITIONS:-**

- I. Cover And Plinth, herein after called CAP.
- II. NODAL AGENCY means Agency of the State Govt. and tendering authority.
- III. FCI means Food Corporation of India
- IV. Managing Director means the Managing Director of the HAFED.
- V. **Services** means the performance of any of the items of work enumerated in **Appendix-I** including such auxiliary, additional and incidental duties, services and operation as may be indicated by the local authorized representative of the HAFED or any person authorized by him in this behalf.
- VI. **Stocks** mean food grains stored in the CAP Storage.
- VII. **Warehouse Manager** means the In-charge of the particular Warehouse Unit/Units.
- VIII. **Technical Assistant** means Technical Assistant of the (HAFED).
- IX. **Investor** means the owner/investor of the CAP or any person or representative duly authorized by him.
- X. **Contract** means and include Notice inviting E-Tender, E-Tender document, its schedules, annexure, appendix and acceptance of E-Tender.
- XI. **Writing** includes matter either in whole or in part, in manuscript, type written, 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.
16. The Bidder shall at his own cost complete the construction of CAP as per the specifications given in the schedule of this agreement on the land mentioned by the Bidder in the E-Tender.
  17. The Construction of CAP must be completely new only. Refurbishing/ renovation of old/existing CAP will not be allowed.
  18. The specific location of the land proposed by the bidder in the E-Tender for the construction of the CAP 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 bidder is liable to be forfeited/invoked as the case may be without prejudice to any other legal remedies available to (HAFED).
  19. All the construction material required for the construction work is to be procured in advance by the Bidder on his own. The (HAFED) will not entertain any request of the Bidder in this regard for the delay in completion of work due to non-availability of any materials.
  20. Pit-less Electronic Lorry Weigh Bridge of at least 40Metric Tonne of standard make should be installed.
  21. In case, the main CAP is not completed in all respect but is storage-worthy, fit for operations before the due date and (HAFED) /FCI require such CAP, (HAFED) /FCI may hire the same at its sole discretion on actual utilization basis (AUB). This period will not be counted towards the guarantee period and in case of delay, the period of delay shall be reduced from the guarantee period.
  22. The Bidder should furnish in technical bid all the details of the location, survey numbers, proof of ownership /registered lease of land/original affidavit mentioning the details of land which Bidder undertakes to acquire, area in acres indicating the boundaries along with non-encumbrance certificate (NEC) and sketch plan about the location of the land. The details of the land should be furnished adequately as suitability of the land for the intended purpose is one of the major criteria for selection of the Bidder. The land on which the CAP is proposed to be constructed should not have a HT Line (11 KVA and above/ISO SPECIFICATION) passing over the proposed layout plan of the CAP. In case HT line is passing over the proposed layout plan of the godown, party has to produce a certificate from the local electric utility that HT line will be shifted and party will have to remove the HT line within 120 days from the date of acceptance letter.(HAFED) will have a right to inspect the site from time to time and the Bidder will carry out their directions regarding any corrective action required. Any proposal for reduced capacity at a later stage shall not be entertained. Land must not be in the flood or water logging prone area / zone. Polluting industries/ Nullah/ Drainage should not be in the vicinity and sufficient land should be available for ancillary works. A detailed layout plan proposed for the CAPs, weighbridge, office building, roads and other facilities should also be given in the technical bid.
  23. **In case of lease with services:**
    - (a) The Bidder should have two years technical experience of preservation and maintenance of food grains or he can hire personnel having three years relevant technical experience.

- (b) The Bidder shall also provide Data Entry Operators along with computer hardware to ensure data entry on daily basis as stipulated in the Tender.
24. In case of the land possessed by registered lease basis, the minimum period of lease shall be four years (4) from the date of submission of E-Tender and the Bidder should have permission to construct the CAPs on registered leased land.
25. The rate should be quoted as storage charge per quintal per month (exclusive of GST) of food grain in Rupees in figures as well as in words. The rates quoted in words and figures should be same. There should be no cutting / overwriting in the price bid.
26. Conditional E-Tenders will not be considered for acceptance and the earnest money deposited with such E-Tenders shall be forfeited.
27. E-Tenders which do not fulfil any of the condition or are incomplete in any respect shall be summarily rejected.
28. (HAFED) would be at liberty to reject any of the offers at any stage, if the documents submitted by the Bidder are not in order.
29. Financial and technical expertise of the Bidder will be evaluated by (HAFED) through its Authorized Officers.
30. The land should preferably be on National or State Highway. They should offer only such land /site which has access through all weather motorable road with sufficient width so that truck operations are not hampered. The road leading to the CAP should be free from any kind of traffic restriction for truck movement. Motorable Brick paved Road or gravel Road is also acceptable.
31. The successful Bidder shall furnish Security Deposit within 15 days from the date of Acceptance letter and he will get a maximum period of 60 days from the date of communication of Acceptance by Nodal Agency for construction of CAP. The period for construction of CAPs will include the 15days' time granted for production of documents by the Bidder who intends to acquire land.
32. The delay of maximum of 15 days in construction may be allowed to the Bidder, at the discretion of the Nodal Agency, on their request in writing with a corresponding reduction in the guarantee period.
- HAFED, after satisfying itself that the CAP has been completed as per specifications and terms & conditions of this contract will take over the CAP within one month of completion of the CAP in all respects and the guarantee period will start from the date of taking over of the CAP.
32. The HAFED reserves the right to refuse to take over the said CAPs on guaranteed hiring for three (03) years at any time if the construction of CAP is not completed as per specification in all respects and leased out to the HAFED by the due date and in that event the Security Deposit of the Bidder is also liable to be forfeited.
33. The Bidder shall not make any changes in the constitution of the firm during the currency of the contract, including change in partners/directors without the prior consent of the HAFED failing which the contract shall be forthwith liable for termination treating it as a breach of contract by the contractor.
34. The Bidder shall execute a lease deed with (HAFED) on the day of taking over of the possession of CAP.

35. The Notice Inviting E-Tender, all the schedules, appendices and annexures to this E-Tender document and the Terms & Conditions enumerated therein are to be read and construed as part of this E-Tender and shall be binding on the Bidder.
36. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
37. There will be no enhancement in rent during the guarantee period in case of lease only. However, in case CAP is hired for lease with services, annual increase in rate will be 33% of percentage increase in WPI. In case of decrease in WPI there would be decrease in rate at the rate mentioned above subject to the same not going below the initially approved rate.
38. HAFED has the liberty to release the CAPs after the guarantee period of three years.
39. Necessary ancillaries like laying of roads, Installation of Weigh Bridge, Construction of office Building, proper fencing (at least barbed wire which shall be of 2m height having 10cm horizontal distance between the wires and providing two diagonal wires between angle post placed at a distance of 3m each) of the site, drains, toilets, supply of Electricity, Water etc., are to be provided by the Bidder in the Complex. The Rent quoted in the E-Tender per quintal per month shall be inclusive of all ancillaries. No separate Rent will be paid for the office Building, Weigh Bridge, roads, etc.
40. That obtaining of necessary approvals/license from the concerned rural and/or urban local bodies, State and Central Govt. Departments/concerned authorities for the construction and running of Complex will be the responsibility of the Bidder at his own cost and the HAFED will have no responsibility in this regard, whatsoever.
41. The Bidder has to enclose with the E-Tender a detailed site and Layout plan indicating the location of proposed structures and also showing the approach to main road.
42. Change of the Site will not be allowed after submission of E-Tender.
43. The proposed land where the CAP is to be constructed shall have good title, unencumbered and free from any dispute, failing which HAFED reserves the right not to take over the CAP capacity on lease.
44. The bidder, with the permission of HAFED, may mortgage /charge the said property for availing advances for construction of the CAP after award of contract.
45. The handling and transport work will be carried out by the contractor appointed by HAFED.
46. In case, the CAP or any part thereof becomes un-storage-worthy/non-operational, HAFED shall notify the same to the Lessor and the Lessor shall carry out the necessary repairs immediately at his cost to make the premises storage worthy. No rent is payable in respect of the CAP or such part thereof which was rendered un-storage-worthy/non-operational for the period the premises remained un-storage-worthy/non-operational. In case the Bidder delays or fails to carry out the repairs as above, HAFED will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. HAFED reserves the right to terminate the Agreement and the Guarantee without any liability/compensation, if the CAP is rendered permanently un-storage-worthy/non-operational.

**47.** The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost. However, in case of 'Lease with services', the Lessor must keep the scheduled property as well as the stocks duly insured at all times during the agreement period at his cost.

**48. INDEMNITY:**

The Bidder shall indemnify, defend, and hold harmless the HAFED 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 Bidder or its Management, employees, staff, agents, affiliates.

**49. PROGRESS REPORT:**

- (1) The Bidder shall render from time to time such reports concerning the progress of the contract and construction of CAP as may be required by the HAFED.
- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the HAFED under the contract, nor shall operate as an estoppel against the HAFED merely by reason of the fact that he has not taken notice of or objected to any information contained in such report.
- (3) **INSPECTION OF CAP:** The construction work of the CAP will be inspected by a Committee of officers:
  - a. Civil Engineer to be nominated by GM, FCI of the Region.
  - b. Civil Engineer nominated by MD of nodal agency.
  - c. One Officer of QC and Finance each of FCI of concerned Divisional Office.

**Note:** There shall be two inspections in all. First inspection shall be at Layout stage and final inspection shall be at the Completion stage on the request of the Nodal Agency. The Bidder shall inform the Nodal Agency regarding completion of each stage of construction. The Committee members will inspect the site of construction at the earliest but not later than 7 days period from the date of such request.

- i) After inspection, a Joint inspection report shall be prepared by the Committee and shall be communicated to successful Bidder within a period of 7 days.
- ii) The defects pointed out in the Inspection report shall be attended to by the successful Bidder without any extra cost or time whatsoever.
- iii) The scope of inspection shall be limited to adherence of the specifications given in the Schedule of the Tender. The CAP would not be taken over by the Nodal agency if the defects pointed out at various stages of inspection are not removed by the successful Bidder.

**50. TAKING OVER OF CAP:** On completion of the construction of the said CAP to the entire satisfaction of HAFED in terms of the tender terms and conditions, the Bidder shall hand over the possession of the CAP along with the premises, fixtures, fittings, installations on the date fixed by the (HAFED) for taking over the possession of the CAP as per the contract.

**51. Redressal of grievance at the time of takeover of CAP:** A Committee consisting of Principal Secretary/ Secretary (Food) of concerned State as Chairman with MD of

(HAFED) and General Manager of FCI as Members would look into grievance of Bidders at the time of taking over of CAP. In case of any dispute at the time of taking over of the CAP, the above Committee's decision would be final and binding on the Bidder.

**52.** Involvement of Govt. of India by way of designing of the scheme or (HAFED) or being associated at various stages or even thereafter will not be construed as their being party to this bilateral agreement.

**53.** The CAP would be suitably structured so as to ensure that storage of food grain and the movement of stock is not disturbed and also to ensure that the possibility of the deterioration of the stock is eliminated.

**54. CORRUPT PRACTICES:**

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

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

1. The (HAFED) may at any time, by notice in writing summarily terminate the contract without Compensation to the contractor in any of the following events:
  - a. If the bidder 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 any proceeding under Insolvency and Bankruptcy Code 2016 has been initiated against the Bidder or any other law of the land.
  - b. If the bidder being a company is wound up voluntarily or by the order of a court/tribunal 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.
2. The contract is also liable to be terminated if the bidder commits breach of any of the terms of the contract and in that event the bidder is responsible and liable for all losses and damages 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 (HAFED) and provided also the bidder shall be liable to pay to the HAFED for any extra expenditure he is thereby put to.

**56. NORMALIZATION OF FINANCIAL BIDS:**

There is every possibility of CAPs, located far from railway siding, offering less price, though additional transportation cost would be involved. In such cases the

cost of hiring plus transportation involved has to be analyzed. The financial bids ought to be normalized for that particular location considering the distance from railhead. Therefore, the rate quoted for CAPs, would be normalised by:

- a) The prevailing transportation charges as notified by the FCI or the State Government (where FCI rates don't exist) in the immediately preceding year which is Rs 0.065 per quintal/Km and will be applied to all the bids received for a location
- b) Comparison of offers for 'lease only' with 'lease with services' shall be done by taking following components:
  - i) Rent quoted by the bidder
  - ii) PMS charges payable to Nodal Agency
  - iii).Reimbursement of GST, if applicable
  - iv) Supervision charges payable to Nodal Agency.

**57. Payment Terms:** Bidder shall confirm that the Invoice raised to HAFED is compliant with the provision of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by the HAFED. Bidder shall confirm that the Invoice raised during a month is duly reported in the GST returns (wherever applicable) for the said month. Further (HAFED) reserves the right to release the payment of GST amount charged in the supply Invoice only post matching of the Invoice in the GSTIN System.

## **58. 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.

**59. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION:**

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

If the Bidder/Contractor is a CPSE or Govt. Department/Organization the dispute resolution mechanism as provided under Department of Public Enterprises OM No. F. No. 4(1)/2013-DPE (GM)/FTS-1835 dated 22.05.2018 will be followed.

The Arbitration Clause as provided under clause 6 of the aforesaid OM is reproduced:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018".

60. **Authority of SLC:** SLC shall have full powers and its decision in respect of disputes/issues pertaining to CAP Scheme shall be final and binding on the bidder / investor.

**Signature of Bidder/**

**Authorized Signatory**



### TECHNICAL EVALUATION SHEET

Sl. No.	Particulars	Details
1.	(i) Name of the Owner/Firm/ Company etc.	
	ii) Permanent Address	
	iii) Correspondence address	
	iv) Phone number/Mob. No.	
	v) Fax number	
	vi)E-mail	
2.	Name of the city, village, town where proposed land is located	
3.	Survey nos. of the land (site)	
4.	Name of the nearest Railway goods shed along-with the distance to proposed site	
5.	Whether following documents furnished:	
	i) Copy to Title Deed-----Yes/No	
	ii). Copy of Registered Lease Deed—Yes/no	
	iii). Affidavit mentioning details of the land I.e. Khasra No./Kila No.—Yes/no (Nomenclature used for Revenue records in State specific land Revenue Code) which the bidder undertakes to acquire within (no. of days).....days from the date of acceptance and Supplementary Guarantee furnished.	
	iv). Land location Co-ordinates (Latitudes and Longitudes)	
	v).Non-encumbrance Certificate.....yes/no	
	vi).Copy of Firm Registration Certificate/Partnership Deed....yes/no	
	vii). AOA & MOA in case of a Company...yes/no	
	viii) Copy of sketch plan indicating boundaries---yes/no	
	ix)copy of Layout plan....yes/no	
6.	i). Area of Land	
	ii). Proposed Storage capacity(in MTs)	
7.	Distance from nearest:	
	i) Railhead	
	ii)National/State Highways alongwith the name of the Highway.	
8.	Traffic accessibility for proposed CAP to be free from all hindrances	
9.	PAN of the bidder(copy enclosed)....yes/no	
10.	Requisite EMD furnished. yes/no (If yes Amount in Rs., UTR/Transfer ID)	Rs.
11.	i. "Income Tax Returns for last 3 years or since inception whichever is earlier.	

	ii.Bank Statements of last one year in case of non-assesse”.	
12.	Requisite Supplementary Guarantee furnished....yes/no	
	i).Amount	Rs.
	ii).Period	
	iii) B.G. No. and Date	
	iv).Name of issuing Bank & Branch	
	v).Full address & Tel.No. of Bank & Branch	
13.	Bank details of bidder (Compulsory)	
14.	Bid is applied for “LEASE WITH SERVICES” or “LEASE ONLY” category	

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

#### **Signature of Bidder/Authorized Signatory**

**Note:**

1. HAFED reserves the right to verify the documents submitted by the Bidder 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 Bidder or his authorized representative.

**PRICE BID (LEASE ONLY)**

I/We hereby quote following rates as storage charge Per MT Per Month (exclusive of GST) of food grains/coarse grains/sugar etc. including ancillary facilities such as office room, toilets, water tank, labour rest shed, electric room, pump room, lorry weigh bridge:-

Name of the location: HAFED

i        Rates in Figures

Rupees.....and Paisa..... only Per MT Per Month.

ii.      Rates in Words Rupees.....and Paisa ..... only Per Quintal Per month

This rate is inclusive of property tax, minor/major maintenance of roads & structures, water and electric installation and charges thereof as well as other local taxes/statutory charges associated with the operation and facilities provided as per terms of the Agreement to be entered.

Signature of Bidder/Authorized Signatory

Full name of Signatory

Full name of the Bidder

**PRICE BID (LEASE WITH SERVICES)**

I/We hereby quote following rates as storage charge Per MT Per Month (exclusive of GST) of food grains/coarse grains/sugar etc. 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 (Desktop with data card) along with internet facility, UPS, Laser printer, Thermal Printer, tablet (with SIM card), Depot Online System (Hardware) and associated manpower for all operations connected with the maintenance of these facilities.

Name of the location: HAFED.

- i. Rates in Figures  
Rupees.....and Paisa.....only per MT Per Month.
- ii. Rates in Words  
Rupees.....and Paisa .....only Per MT Per month

This rate is inclusive of property tax, minor/major maintenance of roads & structures, water and electric installation and charges thereof, maintenance of weigh bridge, computer facilities and other charges as well as other local taxes/statutory charges associated with the operation and facilities provided as per terms of the Agreement to be entered.

Signature of Bidder/Authorized Signatory

Full name of Signatory

Full name of the Bidder

## **SCHEDULE -I**

### **SPECIFICATIONS PROPOSED FOR CONSTRUCTION OF**

#### **CONVENTIONAL TYPE CAP BY PRIVATE PARTIES:**

#### **(CONSIDERED FOR STANDARD 5,000 MT CAPACITY)**

1. Plinth of 2500MT has an overall dimension of 60.22 M and 21.34 M in width having three rows of 6 stacks. Eighteen stacks each of size 9.15 meter x 6.10 meter with alleyways of 0.76 M around the stacks will be accommodated on 2500MT plinth. However, plinths with two or one rows of stacks are also acceptable subject to approved Layout Plan. The stack portion will be at raised level of 0.115 M with respect to the alleyways.
2. **HEIGHT OF THE PLINTHS:** Minimum plinth height shall be 0.60 Mts 2' above the top levels of roads around the plinths. The height shall be increased in areas where the surrounding areas are higher. The area should not be flood prone and away from nullahs and drainage.
3. **CAPACITY:** The holding capacity of each CAP complex will be minimum 5000 Mts.
4. **APPROACH ROAD:** The site must approach a National/ State Highway or any other public road and suitable steps to allow surface water to drain into side drains should also be ensured by the party.
5. **OTHER SPECIFICATIONS:**
  - a. The plinth wall shall be of brick masonry 0.23 Mtrs thick. The foundation for the wall should be designed to withstand the loads on the structure and should be taken upto the firm soil within minimum of depth of excavation as given as per 'Layout Plan furnished by the Investor and approved and clear height of plinth top shall not be less than 60 cm from the top of road. CAP should have proper fencing(at least barbed wire). In case of barbed wire, the fencing shall be of 2m height having 10cm horizontal distance between the wires and providing two diagonal wires between angle post placed at a distance of 3m each).
  - b. The brick walls and the foundations for plinths shall be shown in the as per 'Layout Plan furnished by the Investor and approved(wall thickness-23 cms) plinth height-60cms and depth of foundation-45 cms. The wall foundations are for normal soils of bearing capacity not less than 10 T/sqm. These shall be suitably modified for poor soils. Mud mortar shall not be allowed to be used.
  - c. The flooring shall be of brick on-edge over a layer of flat bricks with joints filled up with fine sand and top cement grouting. A layer of 0.12 mtrs. (4.5") thick sand filing shall be provided under the brick flooring.
  - d. Plinth protection of 0.46 mtrs (1'-6") minimum shall be provided all around the plinths as shown as per 'Layout Plan furnished by the Investor and approved.
  - e. Open surface drains with sufficient slope shall be constructed alongwith plinths and lead to suitable outfall outside the complex to prevent flooding/water stagnation inside the complex.
  - f. Motor-able Brick paved Road or gravel Road is also acceptable for Internal roads in the CAP premises. Peripheral roads inside the premises shall be at least 10 Mtrs. wide and internal roads in between the plinths shall be at least 6.7 Mtrs wide in case of single row of plinths and 15m wide in case of more than one parallel rows of plinths.
  - g. Proper lighting facilities in the complex should be provided for the plinths and the roads inside. The approach roads should have the lights and the distance of 100 ft. each. Street lighting to be provided through street light fixtures with LED /mounted

on poles spaced 30 Mtrs. Apart, the first one starting with the main gate and lights to be provided in between the plinths.

- h. Office block, Sentry post, lavatory-cum-bath to be provided with the Office Block, labour shed and Urinal points etc. as per approved plan. Wiring in surface conducts with PVC wires required number of Fans and light points with fixtures to be provided i.e. 2 fans, 4 lights points in office, 1 fan and 2 light points in labour shed and one light point in Lavatory block.
- i. The site should have water supply arrangements so that there is no difficulty about drinking water to the staff and labour working in the complex and for operational purposes (imparting treatment etc.) The lavatory block and office block should have overhead steel or syntax tanks of capacity not less than 2,500 litres duly connected with water source and distribution lines to the above ancillaries.
- j. 6.10 Mtrs. wide steel gate with tubes and 0.91 Mtrs wide gate with tubes / angle iron.
- k. Fire Fighting System: To be provided by bidder as per Government rules.

#### **6. LAND REQUIREMENT FOR CONVENTIONAL TYPE STORAGE CAP (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 each.

**Note:** The plot of land shall be as far as possible rectangular shaped. The above land requirements are Minimum and it may vary depending upon the shape and topography of the land.

#### **7. INSPECTION OF CAP:** The construction work of the CAP will be inspected by a Committee of officers:

- a. Civil Engineer to be nominated by GM, FCI of the Region.
- b. Civil Engineer nominated by MD of nodal agency.
- c. One Officer of QC and Finance each of FCI of concerned Divisional Office.

**Note:** There shall be two inspections in all. First inspection shall be at Layout stage and final inspection shall be at the Completion stage on the request of the Nodal Agency.

#### **Check List for inspection of Food Storage CAP**

<b>Site Inspection</b>		
(i)	Whether the orientation of CAP is as per submitted plan.	Yes/NO
(ii)	Whether the space for peripheral roads and other services is available.	Yes/NO
(iii)	Whether the layout supports the overall drainage plan of the vicinity.	Yes/NO
(iv)	Whether layout at site meets the basic dimension of the CAP.	Yes/NO
(v)	Whether drainage plan has been prepared	Yes/NO
(vi)	Whether approval from local body is required If yes, the copy of approved plan	Yes/NO
(vii)	Whether the agency/bidder has submitted the work programme if yes, whether the target date is commensurate to offer	Yes/NO
viii)	Whether Road work is completed	Yes/NO
ix)	Whether electricity connection/water supply etc. completed.	Yes/NO
x)	Whether drainage work is complete	Yes/NO

xi)	Whether Fencing/ Security gate has been completed	Yes/NO
xii)	Whether this CAP is fit for occupation	Yes/NO
xiii)	If yes, the likely date of occupation.	
xiv)	If no, what is the extent of deficiency? Appox. time frame for removal of deficiency and what is target date of taking over.	

### **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 -----(HAFED), a body Corporate, constituted under -----and having its Head Office at \_\_\_\_\_).

WHEREAS M/s.....(hereinafter referred to as Bidder) a Company/Firm registered under \_\_\_\_ (if applicable) and having its Registered Office at \_\_\_\_ is bound to furnish Supplementary Guarantee in the form of Bank Guarantee with HAFED in connection with submission of E-Tender for construction of CAP for Storage Requirements and to be managed / supervised by HAFED for a minimum guaranteed lease of three years on Build, Own & Operate/lease basis for \_\_\_\_ MT capacity for storage of food grains at \_\_\_\_\_(locations).

WHEREAS the Bidder as per Terms& Conditions of the E-Tender No\_\_\_\_dated\_\_\_\_ has undertaken to produce necessary documents evidencing acquisition of land by way of ownership or execution of Registered Lease in respect thereof as specified in the E-Tender within 15 days from the date of Acceptance of E-Tender and has agreed to furnish Bank Guarantee for Rs\_\_\_\_\_.

#### **NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above E-Tender made by the Bidder to HAFED hereby undertakes to guarantee payment on demand without demur to HAFED and without notice to the Bidder of the said amount of Rs.\_\_\_\_\_(Rupees in words HAFED) within one week from the date of receipt of the demand from HAFED on presentation of this Deed of Guarantee.
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Bidder and by dissolution or any change in the constitution of HAFED, Bidder or the Surety.
3. HAFED shall be eligible to make any claim under this guarantee if the Bidder after submitting his E-Tender, resiles or modifies his offer before acceptance thereof or fails to produce documents evidencing acquisition of specified land by way of ownership or Registered Lease within stipulated period of 15 days or violates any the terms and conditions of the contract after acceptance of the E-Tender. Decision of the HAFED in this regard shall be final and binding.
4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment there under and the bidder shall have no claim against Surety for making such payment.
5. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of HAFED 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 thereafter.
8. Bank Guarantee can also be invoked / en-cashed at the HAFED (local branch) of the issuing bank nearest to the location of the Office of the Nodal Agency.
9. The Surety shall pay to the HAFED any money so demanded notwithstanding any dispute or disputes raised by the Bidder against HAFED, Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee being absolute and unequivocal.
10. Any forbearance, act or omission on the part of HAFED in enforcing any of the conditions of the said E-Tender or showing of any indulgence by HAFED to the Bidder shall not discharge the Surety in any way and the obligations of the Surety under this guarantee.
11. 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.
12. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the Surety.

**SIGNED AND DELIVERED**

**For and on behalf of**

**For and on behalf of above named Bank.**

**(Banker's Name and Seal)**

## **ANNEXURE -I**

### **Lease Only Agreement between HAFED and Investor/Lessor**

**(To be executed at the time of taking-over the CAP by HAFED after the CAP is complete in all respects)**

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 State Nodal Agency, a body corporate constituted under the HAFED (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, Lessee floated E-Tenders for construction of CAP for a Guaranteed period of three years (lease only /lease with service) on Build, Own & Operate basis and after the acceptance of the bid of the Lessor vide letter dated----- a valid contract has been concluded for the construction of CAP and subsequent lease to Lessee, in accordance with the Terms and Conditions of the E-Tender and as the Lessor has completed the construction and handed over the possession of CAP at..... (Complete address of CAP) of ..... capacity to Lessee.

WHEREAS the Lessor has furnished Bank Guarantee as Security/Performance Guarantee for Rs. .... (equivalent to one month rent) bearing No.....date.....issued by (name of the Bank and Branch) and valid till.....

Now this agreement witnesseth as follows:

1. The lease shall remain in force for a period of ----- (Maximum three years), from the date of taking over the possession of the said CAP. The Lessee shall pay the agreed rent as per the rated capacity to the Lessor within 15 days of the submission of monthly bills in triplicate @ Rupees \_\_\_\_\_/Qtl. Per month totalling to an amount of Rupees Month and there will be no enhancement of rent during the agreed period of three 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 CAP after the guarantee period of three 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. HAFED will independently verify the genuineness of bank guarantee as well as its extensions from time to time.
4. If the Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the HAFED to invoke/en-cash Bank Guarantee in its absolute discretion 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 HAFED.
5. The lessor shall be responsible to keep the CAP 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 structure, burning of electrical wiring 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 CAP or any part thereof becomes un-storage worthy, Lessee shall notify the same to the lessor and the lessor shall carry out the necessary repairs immediately at his own cost to make the premises storage worthy. No rent is payable in respect of the CAP or such part thereof which was rendered unstorage-worthy for the period the premises remained unstorage-worthy. In case the lessor delays or fails to carry out the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. Lessee reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the CAP is rendered permanently unstorage-worthy.
7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfil any of its obligations under the contract or breaches any of the terms of the contract, by giving 30 (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. The Bank Guarantee will also be invoked/en-cashed. 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. Lessor can obtain bank loan, if required, in connection with construction of CAP and the Lessee will give consent and enter into tripartite agreement, if required, only to the extent of payment of admissible amount of rent directly to the bank. However, FCI/ Central Pool food grain stocks stored in these CAPs cannot be pledged.
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 / reimburse 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 make recovery from the rent.
11. The lessor shall ensure compliance of all Statutory Acts, Regulations, Rules, Orders and local /Municipal Laws and the lessor shall file necessary returns, pay levies, Taxes, Surcharge Fees etc. as applicable and as amended from time to time, to such Authorities and or in compliance of statutory provisions and the Lessor will be responsible for any fines or penalties imposed for the noncompliance of any such rules/law.
12. It shall be the responsibility of the lessor to deposit the GST (if applicable)with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
14. 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 rent bills of the lessor. AMC would take care of maintenance as well as certification of the weighbridge.
16. The lessor must keep the scheduled property duly insured at all times during the agreement period at his cost and also provided Fire Fighting System as per Government Norms.
17. The Lessee is at liberty to sublease whole or any portion of the CAP to any party/entity for such period the Lessee deems fit but not exceeding the guarantee period subject to approval of FCI. The sublease can be effected by the Lessee without any permission from the lessor and no extra payment or compensation will be payable to the lessor for such sublease.
18. The lessor shall indemnify, defend, and hold harmless the Lessee and its employees during and after the term of this lease against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs, Taxes, duties, charges, levies and claims of any nature whatsoever as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of the terms of this lease, and failure to perform obligations herein, directly or indirectly by the lessor or its Management, employees, staff, agents or affiliates.
19. The local authorized representative of the Lessee at the Warehouse or any officer acting on his behalf shall allow the lessor, his agents, representatives or employees to enter into the premises for the sole purpose of undertaking any inspection and repairs. The lessor shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the services.
20. The lessor shall not make changes in the constitution of the firm, company etc. (including change of partners/directors etc.) during the currency of the contract without prior approval of the Lessee in writing, failing which the contract shall be liable for termination forthwith without prejudice to such other remedies as may be available to Lessee under the provisions of the contract/law.
21. Lessee is hiring these spaces for keeping its own 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 his own cost subject to further condition that Lessee will later remove these temporary structures at his own cost.
22. 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.
23. 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 reserves 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. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.

**23. SET OFF**

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

**24. FORCE MAJEURE**

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

**(a) Procedure for Force Majeure:**

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

**(b) Prolonged Force Majeure**

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

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

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

Witnesses:

1.

2.

Witnesses:

1.

2.

Name & Designation of Lessee

Name and address of Lessor

## ANNEXURE -II

### Lease with Services Agreement between HAFED and Investor/Lessor

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

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2020 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 State Nodal Agency, a body corporate constituted under the HAFED (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, Lessee floated E-Tenders for construction of CAP for a Guaranteed (lease only /lease with service) for a period of three years on Build, Own & Operate basis and after the acceptance of the bid of the Lessor vide letter dated----- a valid contract has been concluded for the construction of CAP and subsequent lease to Lessee, in accordance with the Terms and Conditions of the E-Tender and as the Lessor has completed the construction and handed over the possession of CAP at..... (Complete address of CAP) of ..... capacity to Lessee.

WHEREAS the Lessor has furnished Bank Guarantee as Security/Performance Guarantee for Rs. .... (equivalent to two months rent) bearing No.....date.....issued by HAFED(name of the Bank and Branch) and valid till.....

Now this agreement witnesseth as follows:

1. The lease shall remain in force for a period of -----(Maximum three years), from the date of taking over the possession of the said CAP. The Lessee shall pay the agreed rent as per the rated capacity to the Lessor within 15 days of the submission of monthly bills in triplicate @ Rupees \_\_\_\_\_/Qtl. Per month totalling to an amount of Rupees /Month.
2. 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 CAP after the guarantee period of three years.
3. There will be an annual increase in rent @ 33% of percentage increase in Wholesale Price Index (WPI). The base for the calculation of increase shall be the WPI at the time of entering into the Agreement. In case of decrease in WPI, there would be decrease in rent at the rate mentioned above subject to the same not going below the initially approved rate.
4. The expenditure towards registration, stamp duty etc. of the lease deed shall be borne by the lessor.
5. The lessor shall be responsible to keep the CAP 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 structure, burning of electrical wiring 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 CAP or any part thereof becomes un-storage worthy, Lessee shall notify the same to the lessor and the lessor shall carry out the necessary repairs immediately at his own cost to make the premises storage worthy. No rent is payable in respect of the CAP or such part thereof which was rendered unstorage-worthy for the period the premises remained unstorage-worthy. In case the lessor delays or fails to carry out the repairs as above, Lessee will be at liberty to undertake the work and the expenses will be deducted from the rent payable/Security Deposit. Lessee reserves the right to terminate the agreement and exit out of the guarantee/agreement without any liability/compensation, if the CAP is rendered permanently unstorage-worthy.
7. Lessee may terminate the lease at any time during its currency, in case the lessor fails to fulfil any of its obligations under the contract or breaches any of the terms of the contract, by giving 30 (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 The Bank Guarantee will also be invoked/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. Lessor can obtain bank loan, if required, in connection with construction of CAP and the Lessee will give consent and enter into tripartite agreement, if required, only to the extent of payment of admissible amount of rent directly to the bank upon taking over of the CAP. However, FCI/ Central Pool foodgrain stocks stored in these CAPs cannot be pledged.
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. Lessor shall pay/reimburse 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 make recovery from the rent.
11. The lessor shall ensure compliance of FSSAI Act and 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 GST (if applicable) with the concerned Authority as per rates applicable from time to time. GST as applicable can be claimed by the lessor along with the monthly rent provided the lessor furnishes an invoice for the same containing valid GST registration number.
13. The Lessee will be entitled to display its Sign board in the scheduled premises on the building as well as at the entrance as the Lessee may deem fit.
14. That the lessor shall not keep any of his goods or materials in the scheduled property leased to the Lessee without prior permission of Lessee.

15. The weighbridge operations would be carried out by Lessee. Annual maintenance contract would be done by Lessee with the company and the charges for the same would be deducted from the rent 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 and the stocks 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 CAP 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. The lessor shall not make changes in the constitution of the firm, company etc. (including change of partners/directors) during the currency of the contract without prior approval of the Lessee, failing which the contract shall be liable for termination forthwith without prejudice to such other remedies as may be available to Lessee under the provisions of the contract/law.
19. Lessee is hiring these spaces for keeping its own 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 his own cost subject to further condition that Lessee will later remove these temporary structures at his own cost.
20. 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. The decision of the Lessee towards the amount determined for deduction will be final and binding on the lessor.
21. **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, will be that of the Lessor.
  - c. That there will not be any "Master-Servant" relationship between workers of the Lessor and the Lessee.
  - d. The Lessor shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition) Act, ESI Act, EPF & MP Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act and all other statutory provisions and enactments as applicable to this lease and Lessor shall



also report compliance as and when demanded by the HAFED. All the statutory levies arising out of this Contract/law shall be responsibility of the Lessor.

**22. 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 months thereafter.

**23. PERFORMANCE GUARANTEE:**

- a. The Lessee reserves 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.
- 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.
- 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.

**24. STORAGE LOSSES:**

The Lessor will be responsible for unjustified storage losses at the time of dispatch/issue 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 Lessee will be allowed and the value of unacceptable losses in storage will be recovered at economic cost of the particular crop year as per the instructions issued by Govt. of India/ FCI for storage loss/gain. While calculating the storage loss, the storage gain as per norms will also be taken into account, meaning thereby that storage gain less than norms by itself is a storage loss. It would be the responsibility of the lessor to make himself fully acquainted with the said instructions.

25. The lessor is liable to give delivery of stocks as and when required by the Lessee. In case of default for any reason except for any natural disaster, the lessee is entitled to deduct/recover the proportionate storage charges without prejudice to any other rights or remedies of the HAFED under the contract and law
26. (a) It shall be the responsibility of the lessor to ensure the data entry on daily basis in the software to be provided by Lessee for which necessary personnel with adequate knowledge of working on computers shall be provided by the lessor. In the event of any fault or defaults on any particular day/days on the part of the lessor in providing adequate equipment / manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the Lessee at the Warehouse, in his absolute discretion, without prejudice to other right and remedies under this lease, shall have the right to recover by way of compensation from the lessor up to Rs.1,000/- per day besides making temporary alternate arrangements at the cost of the lessor. This decision of the Local authorized representative of the Lessee at the

Warehouse or any officer acting on his behalf, shall be final and binding on the lessor.

(b) In case of any shortage or damage / loss, to stocks for whatsoever reason while the same are in the custody of the lessor for which fault has been found attributable to lessor, he shall be liable to make good all the losses suffered by Lessee @ Economic cost of the particular crop year. The decision of Lessee in this regard, will be final and binding on the lessor.

(c) The lessor shall be responsible for any loss, destruction or deterioration of food grains or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of equipment or due to non availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees / labourers or due to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the Lessee to the depositors on account thereof. He shall pay all claims, and also litigation expenses, if any, incurred by the Lessee immediately on demand without any demur. The Lessee shall have the right to deduct/recover the amount of such loss from the lessor. 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 number of employees/labour to cope up with the work for the purpose of preservation, maintenance and security of stocks.

27. **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.

28. This Lease Deed comprises of the Lease Deed and its Appendix.

29. The Lessor shall render all or any of the services 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 CAP 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 which are not inconsistent with terms and conditions of this agreement.

30. **VOLUME OF WORK:**

The volume of food grains in storage is likely to fluctuate (increase or decrease) and no claim for fluctuation in the volume of work to be handled during the currency of the contract will be entertained.

31. **REMUNERATION:**

The lessor shall have to perform all the services provided for in this Lease. The lessor shall be paid at the agreed rates. The lessor shall also provide any additional

services not specifically provided for in this lease for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Lessee will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the lessor to refuse to carry out or render such services.

32. The lessor shall be responsible for preservation of stocks in accordance with the relevant Appendix attached hereto.
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 particular crop year.
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 material, 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 purchase 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. The lessor shall have to ensure that LDPE covers mounted on the stacks should be properly lashed with mesh nets and tied with Nylon ropes of 6 mm thickness only vertically and, to prevent damage to the covers/stocks due to high velocity winds, rains, dust storms etc.
38. In case of receipt of rain affected stocks of wheat/paddy received in the CAP, the lessor shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks under the supervision of and at the cost of Lessee.
39. The Lessor shall provide the following manpower: -

Sl. no:	Capacity (In MT)	Clerks & Accountants	Security & Personnel	Sweepers
1	Upto10,000	2	3	4
2	20,000	4	5	8
3	30,000	5	6	10

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

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

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

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

#### 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 of this E-Tender, will be dealt in the Court of Law of Competent Jurisdiction.

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

**Name & Designation of Lessee**

**Witnesses:**

1.

2

**Name & Address of the Lessor**

## **APPENDIX-I**

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

### **1. PRE- STORAGE STEPS:**

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

- i. Check up the CAP to ensure that there is no seepage and drainage is in perfect condition.
- ii. Cleanliness and anti-termite treatment / dis-infestation of CAP.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan.
- v. Dunnage.

### **2. CHECK UP OF CAP:**

In order to avoid the possibility of damage to the stocks to be stored, the Warehouse Manager/technical staff should check that the CAP floor does not suffer from seepage. The CAP should be in perfect condition. All cracks and crevices should be filled in and cement plastered. 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. In case of bird trouble, bird scarer may be used.

### **3. CLEANLINESS AND DISINFESTATION OF CAP:**

The CAP should be got thoroughly swept and cleaned. If there is any suspicion of infestation, it should be disinfested with Al. Phosphide, Malathion or any chemical suggested by Nodal Agency/FCI.

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

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

- i. Maximum space is put to use for storage of stocks.
- ii. Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestation treatment with ease and efficiency.
- iii. Maximum benefit of aeration and ventilation arrangements available in the CAP 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 0.76 Mtr. wide alleyways between stack for ventilation and operational purposes. The main alleyways for the haulage purpose may be 3ft.

**6. STACK SIZE:**

Actual size of the stacks in CAP 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:**

In case of CAP storage either wooden crate or poly pallets should be used as dunnage so as to provide constant circulation of air under the bags.

**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 CAP should be swept regularly at least twice in a week and kept in neat tidy and hygienic condition. All webs in the alleyway & on 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 CAP. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags.

**C. AERATION:**

1. On all clear weather days aeration of the stock must be done in the day time by lifting the cover to a height of 04 bags. This can be accomplished either by tucking the bottom edge of the cover between the bags or sticking 1 meter long bamboo sticks. In the evening it should be brought back to original position. During inclement weather or cloudy days, care should be taken to keep the stacks properly covered.
2. Minimum aeration requirements by completely removing the cover are as follows:
  - i). Aeration with Moisture Content (M.C.) less than 12 % one-day in a fortnight in the morning cool hours only.
  - ii) Aeration with M.C. between 12 % to 14 % – one day in three days in the morning only.
  - iii) Aeration with M.C. above 14 % continuous till the M.C. is brought down to 14 % and thereafter as at (ii) and (i) above.
  - iv) A register should be maintained to indicate the aeration carried out each day.

**D. SPRAYING:**

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

Name of Insecticides	Nature of Insecticides	Dosages	Remarks
Malathion 50 EC (1:100)	Contact poison	Alleyways, empty spaces, bags surface 3 litres of prepared solution per 100 Sq. metre to control insects and avoid cross infestation.	Every fortnight

**E. DETERMINATION OF SURFACE:**

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

**F. 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.

**G. FORTNIGHTLY INSPECTION:**

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

- a. Check-up CAP floor, peripheral, top and bottom layer bags.
- b. Check-up of representative sample of each stack.
- c. Check-up condition of covers and drainage.

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

- 1) Proper standard of CAP hygiene and cleanliness is being maintained.
- 2) The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
- 3) There is any heating etc. in the stocks.
- 4) The stocks require turn over owing to heating.
- 5) There is any cake formation.
- 6) 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.
- 7) 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.
- 8) There is any damage to stocks due to infestation and, if yes, to what extent.
- 9) There are any stocks warranting immediate disposal for reasons of deterioration.
- 10) The fumigation has been done in time.
- 11) The stocks have been dusted on due dates.
- 12) There is any rat/bird trouble in the CAP.
- 13) There is any damage to stocks caused by rats/birds.

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/Higher Offices of the Agency.

**I. FUMIGATION:**

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

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

<b>Dosage</b>	<b>Remarks</b>
Fumigation under Gas Proof covers 3 tablet or 9 gms per MT of stocks (As per instruction of FCI).	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 Malathion (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 threemonths in advance. He will also have to deposit the purchase bill of insecticides so purchased with the Agency.

The lessor 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 Agency and also in the presence of the Authorized Representative of the Agency.

#### **J. 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.

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

As soon as despatch instructions / rakes are allotted the contractor / lessor will get the priority & identification of the stocks to be delivered done from HAFED. After loading the rake it will be responsibility of concerned contractor / lessor to get Despatch Documents from HAFED within specific period so that payment from HAFED may be realized within stipulated period.

#### **14. BRIEF DISCRPTION OF WORK:**

- i. The lessor 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 CAP of a particular unit Warehouse Manager or any other Official(s) authorized on his behalf and the other set of keys shall be held by the Agency/ Authorized representative. The lessor 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 HAFED 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 lessor, the lessor shall be liable to make good to the HAFED the value of the goods @ economic cost of the particular crop year including, penalties and fines as are leviable by the agency for such shortage/ damage or loss etc. In addition, if there is any reason for suspicion of collusion of the lessor or his employee in such losses or damage, the Local authorized representative of the HAFED 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, HAFED will be final and binding on the lessor.
- iv) The agency/lessor shall also ensure receipt/despatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the agency / lessor 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 / lessor 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 INCAP BY THE INVESTORS AT WAREHOUSES:**

THE FOLLOWING ITEMS ARE REQUIRED TO BE PROVIDED BY THE INVESTOR IN THE CAP - 5,000 MT CAPACITY AS A UNIT:

Sl. No	Name of the item/article	Specifications	Qty. approx. Required
1	Crates/Poly Pallets		As per stack
2	Electronic Platform weighing scale	With weights, pans, chains and tripod stand approved by WMD.	2
3	Foot sprayers/ Power sprayers		2
4	Moisture meter	BIS standard approved Digital Moisture meter with Printing facility.	1
5	LDPE covers	32"x21"x17" Avg. BIS specification No. 2508/2016	36
6	Sand Snakes	L 40" with Dia of 7"	800
7	Poker (Iron make)		4
8	Enamel Plates		4
9	Sieve set		1
10	Thermometer		1
11	Ladder		1
12	Bucket	20 Ltrs. each	2
13	Mug	1 Ltrs. each	2
14	Measuring Glass	100 ML Cap.	2
15	Aluminium Phosphide	Each Tables of 3 gms (for fumigation purpose)	5000 MT 4 rounds in an year i.e. 220 Kgs./year
16	Malathian	Once in 15 days (Spraying)	55 Ltr/month
17	Sample divider	IS No. 4940/1968	1
18.	Counter Scale		1 KG
19.	20 ML Measuring Cylinder		
20.	Portable Physical balance with weight box		
21.	Sample Bags		

**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 HAFED, a body Corporate, constituted under -----and having its Head Office at \_\_\_\_ ).

WHEREAS M/s.....(hereinafter referred to as „Lessor“) a Company/Firm registered under \_\_\_\_ (if applicable) and having its registered office at \_\_\_\_ is bound as per terms and conditions of the contract awarded against E-Tender No.....dated..... vide acceptance letter No.....dated.....to furnish a Performance Guarantee by way of Bank Guarantee for Rs.....(Rupees.....only), equivalent to two month's rent in case of 'lease with services' and equivalent to one month rent in case of 'lease only' capacity at the time of execution of Lease Agreement for due performance of all obligations under the said Agreement.

**NOW THIS WITNESSETH:**

1. That the Surety hereby undertakes to guarantee payment on demand without demur to HAFED and without notice to the lessor the said amount of Rs .... (Rupees.....) within one week from the date of receipt of the demand from HAFED on presentation of this deed of guarantee .
2. This Guarantee shall not be affected/discharged by any infirmity or irregularity on the part of the Lessor and by dissolution or any change in the constitution of HAFED, Lessor or the surety.
3. The Surety shall pay to the HAFED any money so demanded notwithstanding any dispute or disputes raised by the Lessor against HAFED(HAFED), Bank or any other person(s) in any suit or proceeding pending before any court or tribunal relating thereto as the surety's liability under this guarantee is absolute and unequivocal.
4. The payment so made by the Surety under this Guarantee shall be a valid discharge of its liability for payment thereunder.
5. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of HAFED 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 HAFED for this purpose and in that case this guarantee shall stand discharged.
8. Any forbearance, act or omission on the part of HAFED in enforcing any of the conditions of the said Lease Agreement or showing of any indulgence by HAFED to the Lessor" shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged.
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.

**SIGNED AND DELIVERED**

**For and on behalf of  
(Banker's Name and Seal)**

**For and on behalf of above named Bank.**