

तार : 'फूडकोर्प'
Gram : 'FOODCORP'
फैक्स नं. : एचएफसीआई एनडी
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भारतीय
खाद्य
निगम



FOOD
CORPORATION
OF INDIA

मुख्यालय
नई दिल्ली
Headquarters
New Delhi

१६-२०, बाराखम्बा लेन, नई दिल्ली-११०००९, दूरभाष-४३५२७६६७, ४३५२७६६८
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No. E.3(28)/Pvt. Godowns(PWS)/2008/Stg.VI/2013-14

Dated : 27.11.2019

कार्यकारी निदेशक (अंचल)
भारतीय खाद्य निगम,
आंचलिक कार्यालय(उत्तर/पूर्व/दक्षिण/पश्चिम/पूर्वोत्तर)
नोएडा (उत्तर प्रदेश)/ कलकत्ता (पश्चिम बंगाल)/
तमिलनाडु (चैन्नई)/ मुम्बई (महाराष्ट्र)/
गुवाहाटी (असम)]

महाप्रबन्धक (क्षेत्र)
भारतीय खाद्य निगम,
क्षेत्रीय कार्यालय (पंजाब/हरियाणा/दिल्ली/उत्तराखण्ड/जम्मू/ उ.प्र./
राजस्थान/ हि.प्र./कर्नाटक/तमिलनाडु/ केरल/ आंध्र प्रदेश/तेलंगाना/
म.प्र./महाराष्ट्र/गुजरात/उड़ीसा/ पश्चिम बंगाल/ छत्तीसगढ़/ बिहार/
झारखण्ड/दिमापुर/ असम/इम्फाल/शिलांग/ अरुणाचल प्रदेश)।

Sub.: Modification in the MTF of PWS-2010 for hiring of the godowns without services- reg.

- Ref.:1. RO, Jaipur letter no. E.10(3)/Hiring/PWS-2010/सा. पत्राचार/2019-20 dated 03.10.19 & 17.10.19.
2. RO, KTK letter no. S&C.6(11)/2018-19/Stg.Review/PWS Vol.2 dated 29.07.2019.
3. RO, Bihar letter no. E.10/PEG/PWS/MISC/2019-20 dated 01.10.2019.
4. RO, MP letter no. भंडारण/23/PWS-योजना-2010/2018.19/भाग-I दिनांक 03.10.2019.

Sir,

In response to FCI, Hqrs. letter of even no. 2735 to 2765 dated 27.09.2019, several queries have been received from Regional Offices/ Zonal Offices seeking clarifications on the amendments made vide above letter. The communications received have been examined and the important issues which need clarifications have been summarized as below:

- (a) It is to inform that only a Single Tender for both 'Lease only' and 'Lease with Services' may be floated and relevant/applicable clauses for both types of godowns should be separately indicated with a clear stipulation that the applicability of the clauses will be as per the offer made by the bidder.
- (b) In the NIT for godowns to be hired on 'Lease Only' basis, the Model Agreement Clause No. 2.1 to 2.8, Clause No. 3.1 to 3.5, Clause no. 4.1 to 4.6, Clause No. 5.1, 7.1, 7.2, clause no. 14, Annex-A Clause no. 9, 10, 19, 20, 21 and 22 should not be made applicable.
- (c) In addition to the above, following clauses may be added which will be applicable in respect of 'Lease only' godowns :

Clause No.	Existing Clause in PWS applicable for lease with services.	Clause applicable for PWS 'Lease only' godowns.
11.1	The godown owner shall provide all the warehousing facilities at par with SWC/ CWC including proper stacking, scientific storage and treatment of the stocks, fire-fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/ premises, weighment of the stock, providing electricity & water etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed.	The godown owner shall provide regular repair and maintenance of the warehouse/ premises, electricity & water etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed.
11.2	The godown owner shall keep all the facilities available in the warehouse/ premises like weighbridge, fire-fighting equipment, beam scale, QC equipments, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to officers/staff of the FCI without any additional cost.	The godown owner shall keep all the facilities available in the warehouse/ premises like drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer Godown to officers/staff of the FCI without any additional cost.
11.3	If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at its cost or expenses and cost or expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, and in the manner considered fit by the FCI in its own discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.	If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at its cost or/and expenses of the godown owner from monthly godown rent together with element of interest thereon, and in the manner considered fit by the FCI in its own discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.
8.1	<p>INSURANCE</p> <p>The godown owner shall undertake to exercise reasonable care and diligence as is required from a bailee under the law for keeping the stocks of FCI. The stocks stored in the Warehouses shall be insured indemnified against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary, misappropriation and the whole charges on this will be borne by godown owner. The beneficiary of the insurance policy taken by the godown owner shall be FCI.</p>	The stocks stored in the Warehouses shall be insured indemnified against the risk of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, theft, house breaking, burglary, and the whole charges on this will be borne by godown owner except misappropriation. The beneficiary of the insurance policy taken by the godown owner shall be FCI.

Annex.-A: Clause No. 7(iii)	Electricity, water, toilets, firefighting equipment's, QC equipment's etc.	Electricity connection, water supply connection, functional toilets with running water etc.
Annex.-A: Clause No. 18	<p>The godown owner shall provide all the warehousing facilities at par with SWC/CWC including proper stacking, scientific storage and treatment of the stocks, fire fighting measures, round the clock security, proper prophylactic & curative treatment, regular repair and maintenance of the warehouse/ premises, weighment of the stock, providing electricity & water charges, etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The godown owner shall keep all the facilities available in the warehouse/ premises like weighbridge, fire fighting equipment, beam scale, QC equipments, drinking water facility, electrical fittings, electricity, approach road etc. functional and shall offer them to FCI without any additional cost other than storage charges as agreed. If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the FCI at its discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.</p>	<p>The godown owner shall provide warehouse and regular repair and maintenance of the warehouse/ premises, providing electricity & water facility (charges of electricity and water will be borne by FCI), etc. (List is illustrative and not exhaustive). These facilities shall be part & parcel of the storage charges as agreed. The godown owner shall keep all the facilities available in the warehouse/ premises like drinking water facility, electrical fittings, electricity connection, approach road etc. functional and shall offer godown to FCI without any additional cost other than storage charges as agreed. If the godown owner fails to provide facilities as mentioned above, the FCI shall have the right to get the facilities provided at his cost or/and expenses so incurred by the FCI shall be deducted from the storage charges together with element of interest thereon, worked out on the basis of diminishing balances and in the manner considered fit by the FCI at its discretion. The cost or expenses incurred by the FCI on godown owner's account would be treated as final, without calling them in question.</p>

Clause No. 13: In the context of GST, it is to clarify that for the Godown hired with services, at present Storage and Warehousing service in respect of agriculture produce including rice and pulses are exempt under GST. However, in case the same godowns hired on 'lease only' basis, the same would be subject to GST rate of 18 % at present. This will have substantial impact on economics when godowns on 'lease only' basis are hired and therefore the same needs to be taken into account while finalization of tender.

Further, in view of the opinion of Finance Division, the DoP as circulated vide letter dated 27.09.2019 stands as:

(In Rs. Per qtl. per month)

	Current DOP (GST exempted)	Revised DOP Lease with services (GST exempted)	Revised DOP as per Hqrs. letter dated 27.09.19 'lease only' godowns (GST @ 18% applicable)
GM(R)	6.76	7.40	5.59
ED(Z)	8.60	9.36	7.55

As clarified above for clause no. 13, the revised DOP in 'lease only' godowns for GM(R)/ED(Z) is inclusive of GST payable @ 18%.

Further, the following points may also be considered by the region while evaluating the Technical bid of the bidder:-

1. Can the godowns which have been taken on lease basis by investor be hired under this Scheme?

Reply: Offers of the participants who have taken godown on lease may also be considered as in line with PEG scheme. All the regions are hereby advised to also consider the offers of godowns taken on lease by the tenderer, and ensuring that residual lease is comprehensive and irrevocable in favour of the bidder for a period of minimum three year from the date of hiring by FCI so as to avoid future legal complications to FCI in the ensuing Tender Enquiry. However, in the Lease Agreement between tenderer and Godown owner, there should be clear cut/specific provision wherein the godown owner has authorized the tenderer/bidder to sublet the godown to third party.

2. What will be the formula for conversion of per Sq. Feet to per MT?

Reply: The conversion formula to be made applicable in godowns being offered on 'Per Square Feet' will be 1 MT = 6 Sq. Feet. Accordingly, the DoP in terms of Storage Area for godowns will be as under :

(In Rs. Per Sq. feet per month)

	Lease with services	Lease only godowns (without services, inclusive of GST)
GM(R)	12.33	9.31
ED(Z)	15.60	12.58

The godown offered on per Sq. feet basis should have sufficient height to accommodate the standard stacks of FCI.

This is for your information and necessary action, please.

Yours faithfully,


(R. C. Nayal)

Dy. Genl. Manager (S&C)
For Executive Director (S&C)

का.प्र.स. 27/11/19