

MAHARASHTRA STATE WAREHOUSING CORPORATION



GOVERNMENT OF MAHARASHTRA UNDERTAKING

583/B, Market Yard, Gultekadi, PUNE-411 037

Tel.020-24206842/845/846

Email :- qcbranch.ho@mswc.in Website : www.mswarehousing.com

(e-tender)

Engagement of Service Provider to carry out Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation

Cost of tender	:	Rs. 25000 + 4500 GST (18%)
		Total : Rs. 29500
Earnest money Deposit	:	Rs 50 Lakhs
Security Deposit	:	Rs. 100 Lakhs
Performance Bank Guarantee	:	Rs. 150 Lakhs

Tender Notice No. MSWC/BD & QC/PMS/21/2022

2022-2024



MAHARSHTRA STATE WAREHOUSING CORPORATION

(A Government of Maharashtra Undertaking)

(Department of Cooperation, Marketing and Textiles, Government of Maharashtra)

583/B, Market Yard, Gultekadi, PUNE-411 037

Tel. 020-24206842/846

Email: - qcbranch.ho@mswc.in Website: www.mswarehousing.com

E-TENDER NOTICE No. MSWC/BD & QC/PMS/21/2022

(Electronic tendering system only)

Online E- Tenders for Engagement of Service Provider to carry out Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation details are as below,

S N	Name of Work	Period of Contract	E.M.D. in Rs.	Cost of tender form
1	Engagement of Service Provider to carry out Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation	2 + 1 years	50 Lakhs	Rs.29500 (Rs.25,000/- + GST Rs.4,500/-)

e- tender time table

1	Issue of tender document	26.05.2022 to 16.06.2022
2	Due date for submission of written queries for document clarifications	01.06.2022 upto 17:00 hrs
3	Pre-bid Meeting	02.06.2022 at 15:00 hrs
4	Last date for tender with EMD submission	16.06.2022 upto 16:00 hrs
5	Date of technical bid opening	17.06.2022 at 16:00 hrs
6	Date of opening of financial bid	To be communicated separately

1. Agencies are requested to register themselves for E-tender online, Bidding documents can be seen and downloaded from the website <http://mahatenders.gov.in> (Select Organization – Co-Operation & Marketing Textile, Mumbai) The bid can be submitted in electronic format on the website <http://mahatenders.gov.in> and blank tender document can be accessed.
2. Any queries regarding tender may be communicated to HOD, BD&QC Department, MSWC. by email in time schedule mentioned above (Email Id qcbranch.ho@mswc.in)
3. Right to reject any or all tenders without assigning any reason is reserved with MSWC.

Chairman and Managing Director

DISCLAIMER

The information contained in this Bid document or subsequently provided to Bidder, whether verbally or in document form or any other form by or on behalf of MSWC or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MSWC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the MSWC in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the MSWC, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, do analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

MSWC and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Selection Process.

MSWC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Bid document.

MSWC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid document.

The issue of this Bid document does not imply that MSWC is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and MSWC reserves the right to reject all or any of the Proposals by assigning reasons thereof.

The Bidder shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to the preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MSWC, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and MSWC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Though adequate care has been taken in the preparation of this document, the applicant submitting application should satisfy itself that the document is complete in all respects.

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to form part of this tender document or arising in any way with pre-qualification of applicants for participation in the bidding process.

The authority reserves the right, without any obligation or liability, to accept or reject any or all the applications submitted in response to this tender notice at any stage of the process, to withhold or withdraw or to cancel or modify the process of this tender, at any time, without assigning any reason whatsoever.

The authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document.

CHAIRMAN & MANAGING DIRECTOR

DEFINITIONS / ABBREVIATIONS

Bid/Tender	: Tender for Engagement of Service Provider to carry out Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation
Authority	: “Authority” means Chairman and Managing Director, Maharashtra State Warehousing Corporation or his representative
BD & QC	: Business Development and Quality Control branch of MSWC
C&G Yard	: Cleaning and grading yard
CFS	: Container Freight Station
Depositor	: Any depositor whose stock is stored in MSWC warehouses
FCI	: Food Corporation of India
HOD	: Head of Department
LMT	: Lakh Metric Ton
MSWC	: Maharashtra State Warehousing Corporation
NAFED	: National Agricultural Co-operative Marketing Federation
PMS	: Preservation (Including Fumigation) Maintenance & Security
PPP	: Private Public Partnership
MSP	: Minimum Support Price
SD	: Security Deposit
LOI	: Letter of Intent
PBG	: Performance Bank Guarantee
QCP	: Quality Control Personnel

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EXECUTIVE SUMMARY

Maharashtra State Warehousing Corporation was established on 8th August,1957, under the Agriculture Produce (Development & Warehousing) Act,1956, which was subsequently replaced by the Warehousing Corporations Act,1962. The functioning of the State Warehousing Corporation is done on the basis of said Act & the detailed procedure formulated under Bombay Warehouses Act,1959 and Bombay Warehouses Rules,1960 duly amended from time to time. As per the Act, MSWC has two shareholders, one is Government of Maharashtra and another is Central Warehousing Corporation with 50% Shares each. Our Board of Directors consists of 5 directors nominated by Government of Maharashtra and 5 by CWC and Chairman & Managing Director appointed by Government of Maharashtra.

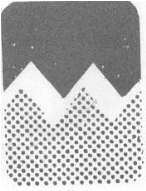
Maharashtra State Warehousing Corporation (MSWC) is one of the oldest State Warehousing Corporations in the country. It was started with 3 warehousing centers and has now grown up to the extent of 206 centers at present with a total capacity of 18.44 Lakhs M.T.s (as on 31st March 2022). Warehousing activities of MSWC include scientific storage of food grains, fertilizers, industrial goods, cotton bales, cement, and at some places it runs Public Bonded Warehouse. Depositors can avail credit from banks by pledging Warehouse Receipt.

The Corporation has its Administrative Headquarters in Pune. It has 8 Regional Offices located at Navi Mumbai, Pune, Aurangabad, Amravati, Latur, Kolhapur, Nashik and Nagpur. Each Regional Office is headed by a Regional Manager who controls administrative activity in that region comprising of warehousing complexes. Besides the 205 warehousing complexes, MSWC is also running a Container Freight Station situated at Dronagiri Node, Navi Mumbai since 2005.

MSWC requires the services of outsourced PMS Service Provider for the upkeep of stored stock and its properties, and undertaking stock receipt, preservation and maintenance activities, warehouse management system related works. The PMS Service Provider is required mainly for the purposes of safety and security of stored goods, maintenance of stock in scientific and hygienic manner and to maintain the quality control of stored goods. Service provider is required to maintain upto date all stock records, and to undertake computer entries, data feeding, prepare daily, monthly, quarterly, yearly MIS reports, online/offline correspondence and work prescribed under the supervision of HOD/Centre Incharge, and any other work assigned from time to time as per the administrative convenience and exigencies of work.

There are 206 MSWC Warehousing complexes locations also Head office & Regional offices.

The detailed location-wise requirement of PMS Services is at Annexure – I.



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Tel. 020-24206842/846
Email: - qcbranch.ho@mswc.in Website: www.mswarehousing.com

Tender No.: MSWC/BD & QC/PMS/21/2022

Dated 26.05.2022

REQUEST INVITING TENDER

Dear Sir(s),

For and on behalf of the MAHARASHTRA STATE WAREHOUSING CORPORATION e- tenders in the prescribed Bid Document under two bid system are invited from interested, eligible bidders for “Appointment of **Preservation, Maintenance & Security** (referred as PMS hereinafter) Service Providers at MSWC centers” preserving foodgrains and notified commodities in State of Maharashtra. No manual bids shall be accepted.

The assignment will be for an initial a period of **Two + One years** from the date of issue of acceptance letter, extendable on same terms and conditions for six months at the sole discretion of MSWC and by another one year on same terms and conditions, if mutually agreed.

1. Bidders are requested to note the following important dates:

1	Issue of tender document	26.05.2022 to 16.06.2022
2	Due date for submission of written queries for document clarifications	01.06.2022 upto 17:00 hrs
3	Pre-bid Meeting	02.06.2022 at 15:00 hrs
4	Last date for tender with EMD submission	16.06.2022 upto 16:00 hrs
5	Date of technical bid opening	17.06.2022 at 16:00 hrs
6	Date of opening of financial bid	To be communicated separately

- Pre-bid queries should be sent in the format provided at Annexure -II.
2. Interested bidders may submit their offer as per the details and terms & conditions given in tender document which can be obtained from the e-tendering portal i.e. Mahatender, on payment of INR 25,000/- (Indian Rupees Fifty thousand only) + 18% GST as per above schedule on any working day. The payment will be accepted through e- tendering portal i.e. Mahatender (<https://mahatenders.gov.in>) (Co-operation, Marketing and Textiles Dept, Mumbai||Maharashtra State Warehousing Corporation Pune)
 3. Maharashtra State Warehousing Corporation reserves the right to accept or reject any / all tender offers.
 4. Further information regarding extension of submission of tender, date of opening of tender, amendments, etc. shall be posted on website www.mswarehousing.com and also on <https://mahatenders.gov.in> (Co-operation, Marketing and Textiles Dept,

Mumbai|| Maharashtra State Warehousing Corporation Pune)

Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the bids online through the Government of Maharashtra Portal for e-Procurement at <https://mahatenders.gov.in>".

Bids to remain open for acceptance up to and inclusive of 120 days from the date of opening of the Bid. The MAHARASHTRA STATE WAREHOUSING CORPORATION, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.

MAHARASHTRA STATE WAREHOUSING CORPORATION reserves the right to cancel the Bid enquiry at any stage without assigning any reason thereof and MSWC will not be liable for any costs and consequences incurred by the intending Service Provider.

Conditional Tenders will be summarily rejected and the EMD shall be forfeited.

The offers submitted would be governed by the terms & conditions as laid down in the prescribed Tender Form in addition to the terms & conditions indicated herein. If required, MSWC reserves the right to negotiate with the L-1 Tenderer as per the CVC guidelines.

CHAIRMAN & MANAGING DIRECTOR

FORWARDING LETTER

From
(Full Name of the bidder Organization) -----

Address

Phone No.: _____

Fax: _____

Email id: _____

Website: _____

Date:

To
The Chairman & Managing Director
Maharashtra State Warehousing Corporation
Head Office- 583/B, Market Yard, Gultekadi,
Pune - 411037, Maharashtra, India.

Dear Sir,

1. With reference to your Bid No. _____
_____ I/we submit the Online Bids under two-bid system for Appointment of PMS Service Providers at theLocation/ Godowns as per MSWC norms for a period of 2+1 years.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 120 days from the date of opening of the Financial Bid and to the extension of the said date by another 30 days in case it is so decided by MSWC. I/We shall be bound by communication of acceptance of the offer dispatched by MSWC within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for MSWC, the offer will remain open for acceptance till the next working day.
4. I/We hereby upload along with the Technical Bid the scanned copy / soft copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of depositing INR 50 lakhs (Rs. Fifty Lakh only) towards Earnest Money Deposit.

5. In the event of my/our Bid being accepted, I/We agree to furnish, within **15 (fifteen)** working days from the date of issue of acceptance of the Bid, Security Deposit as stipulated in the Bid.
6. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.
7. I/We do hereby declare that the bidder Firm/ Organization/ Company has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
(*)

OR

I/We hereby declare that the bidder entity was blacklisted/ debarred by _____ (here give the name of the Department/Agency) for a period of _____, which period has expired on __. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

8. I/We hereby declare that the contract entered into by the bidder entity with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.
9. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm / Company has not been forfeited or adjusted by MSWC or Central/ State Govt. department or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions.
10. I/We hereby declare that the Bidder entity, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
11. I/We certify that all information furnished by the bidder entity is true & correct and in the event that the information is found to be incorrect/untrue, the MSWC shall have the right to disqualify the entity without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the MSWC may have under the Contract and Law.

(Signature of Bidder)
(Authorized Signatory)
(Seal of Bidder entity)

SECTION I : INSTRUCTIONS TO BIDDERS

1. General Instructions

- 1.1 The authority invites tender from experienced, qualified and reputed Firms/Companies (registered in India) for Appointment of **Preservation, Maintenance & Security** (referred as PMS hereinafter) Service Providers at MSWC Warehouses.
- 1.2 The bidders are required to submit a technical bid and a financial bid for providing the Preservation, Maintenance & Security Services at MSWC warehouses. The bid so submitted will be the basis for evaluation, selection and ultimately, signing of an agreement with the selected firm.
- 1.3 This tender document contains information as per following sections:
 - Section I : Instruction to bidders
 - Section II : Scope of Work
 - Section III: Bid information
 - Section IV: Eligibility criteria
 - Section V : Technical bid
 - Section VI: Financial bid
 - Section VII : General Terms and conditions of contract and responsibilities of Service Provider
- 1.4 All bids would be evaluated in terms of eligibility criteria of the bidders, technical feasibility of the bid proposals. Only those bid proposals which qualify the technical parameters, will be financially evaluated.
- 1.5 Bidders are required to read carefully the contents of this document and to provide required information, as per the checklist so that capabilities of the bidders can be fully appreciated and assessed. Submission of a bid in response to this tender notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
- 1.6 The tender document can be obtained from the e-tendering portal i.e. Mahatender, on payment of INR 25,000/- (Indian Rupees Fifty Thousand only) + 18% GST which should be paid online.
- 1.7 The bidder shall bear all costs associated with the preparation and submission of its tender bid, including any visit to the MSWC offices/complexes (for familiarization with local conditions and take into account in preparing the proposal) or for the purposes of clarification of the bid. Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 1.8 At any time prior to the last date for submission for tender proposals, authority, may, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective bidder, modify the tender document by an amendment(s). Also in order to provide prospective bidder reasonable time to take the amendment(s) into account for preparing their proposals, authority may, at its discretion, extend the last date for receipt of proposals and/or make other changes in the requirements set out in the invitation for tender.

SECTION II: Scope of Work

2.1 INTRODUCTION:

The MAHARASHTRA STATE WAREHOUSING CORPORATION is set up under the Agriculture Produce (Development & Warehousing) Act,1956, which was subsequently replaced by the Warehousing Corporations Act,1962. The objectives of the Corporation is to fulfill following requirements of the State and Central Governments:

- a) Providing Warehousing Facility for effective price support operations for safeguarding the interests of the Farmers;
- b) Providing warehousing facility for distribution of food grains throughout the State for Public Distribution System and other Schemes of Government of India , Government of Maharashtra and
- c) Providing Warehousing facility for maintaining satisfactory level of buffer stocks by the depositors of food grains to ensure National Food Security.
- d) Providing Warehousing facility for Farmers, traders, various depositors, Fertilizer Companies, Industries, Private entrepreneurs, for their food grain stocks as well as notified commodities.
- e) Providing all the assistance to the depositors for availing pledge loan facility against Warehouse Receipts issued by MSWC.
- f) To act as Warehouseman for the stocks stored under Warehouse Receipts, Warehouse Acknowledgements, Stacks and
- g) To perform all other activities as assigned under the Warehousing Corporations Act 1962, Bombay Warehouses Act 1959 and Rules thereunder, as well as Warehousing Development and Regularity Authority (WDRA).

2.1.1 In addition to the above objectives, MSWC is helping Food Corporation India (FCI) in the direction of achieving the National Food Policy through its main operations of procurement, transportation, storage and distribution of foodgrains. MSWC played a significant role in Maharashtra's success in transforming the crisis management oriented food scenario into a stable food security system, providing storage facilities for the grains purchased from farmers with remunerative prices (Paddy, Pulses, etc), distribution of food grains throughout the state for the Public Distribution System (PDS), particularly to vulnerable sections of the society, and also maintaining buffer stocks of food grains as a part of National Food Security.

2.1.2 At present MSWC has a reservation of FCI storage for 4,42,000 MTs (as on 30.04.2022) at 32 locations under the regular reservation and Private entrepreneur guarantee (PEG) reservation scheme.

2.2 OBJECT OF THE CONTRACT:

MSWC intends to appoint Service Provider to carry out Preservation, Maintenance & Security (PMS) of the stocks in the MSWC warehouses indicated in Annexure-I as per MSWC and FCI norms indicated in Annexure-VIII including such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the Corporation.

2.3 PERIOD OF CONTRACT

The contract shall remain in force for a period of 2 Years which could be extended for an additional 1 year. If zero stock level is not achieved during the last month of the original contract period, MSWC may at its discretion extend the contract for such further period required to liquidate the stocks but not exceeding six months on the same terms and conditions which shall be binding on the Service Provider.

2.4 SCOPE OF WORK

The Service Provider to be engaged shall be responsible for Preservation and Maintenance of stocks in accordance with the instructions/guidelines of MSWC, FCI, Nafed and respective depositors as in force and as may be amended from time to time.

A. Stock related responsibilities

1. The Service Provider shall be responsible for receiving the Stock in good condition, issue warehouse receipt, acknowledge receipt for the stocks received and stored in warehouse, as per procedures established for storage of goods in MSWC.
2. The Service Provider shall be responsible for maintenance of both quantity and quality of stocks (Food grains/oilseeds/pulses/stocks articles/allied commodities, notified commodities etc.) stored in MSWC owned or MSWC hired godowns, which are entrusted to him for PMS operations.
3. The Service Provider shall be responsible for legal enactments and performance of activities assigned under the laws related to warehousing and performance of the activities as custodian of the stocks stored in the warehouses.
4. The Service Provider shall be responsible for maintenance of both quantity and quality of foodgrains/stocks entrusted to him.
5. The Service Provider shall be responsible for quality cuts on account of weevil and living infestation in the stocks, if levied by the depositor at the time of taking over of the stocks.
6. The Service Provider will be required to take immediate action to rectify the discrepancies/irregularities pointed out by MSWC within the period specified in the notice served by MSWC failing which MSWC will be at liberty to recover the amount of losses and/or get the work done at the risk and cost of the Service Provider as the case may be.
7. The Service Provider shall provide all infrastructure required i.e. Dunnage Wooden Crates/polypallets, MLCL Covers, Nets, Tarpaulins, Insecticides fumigation and spraying equipments required for proper storage and imparting of chemical treatment to the stocks, locks, weighing scales and all other equipment as may be required for proper safety and upkeep of health of stocks etc., in accordance with the norms of MSWC/FCI/Nafed etc.
8. The Service Provider shall engage at least one technical person for preservation and maintenance of stocks for every 5000 MT capacity or part thereof having qualification and minimum experience as per Annexure-IV.
9. The Warehouse Service provider shall purchase all insecticides required for

maintaining the health of stocks well in advance. However, Warehouse service provider shall be responsible for disposal of empty insecticide containers as per the procedure laid down in THE INSECTICIDES ACT, 1968 and the Rules framed there under.

10. The Service Provider shall maintain an inventory of chemicals equivalent to the requirement for imparting treatment to stocks for at least 3 months at any given point of time.
11. The Service Provider will be responsible for any losses including abnormal storage losses which would be beyond the standards prescribed by MSWC/FCI/Nafed etc. The losses will be worked out at the time of delivery of the stocks. Such storage losses over and above the norms prescribed by MSWC /FCI/Nafed etc will be recovered from payments due or Security Deposit of the Service Providers as the case may be. In the event of FCI recovering any amount from MSWC owing to storage loss/ lapses, the same would be recovered from the Service Provider.
12. The Service Provider shall be responsible to perform any other allied work in furtherance of the assignment as instructed by MSWC at no extra cost.

B. Accounting related responsibilities

1. Service Provider shall deploy its personnel to verify the correctness of the Receipt/dispatch of stocks and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the representative of MSWC on the weight check memo and Register/Weighment sheets; in addition to deploying workers for preservation & maintenance of stocks and Watch & Ward thereof.
2. The Service Provider shall also provide adequate number of Computers and peripherals with internet facility without any outage for use of DOS (FCI godowns) and MSWC software as directed by the MSWC from time to time.
3. It shall be the responsibility of the Service Provider to ensure the data entry on day to day basis through the software to be provided by MSWC on behalf of FCI (e.g. Depot Online System) for which necessary personnel with adequate knowledge of computers shall be provided by the Service Provider.
4. The Service Provider to provide the following minimum manpower required as per WDR norms/MSWC/FCI norms:

Capacity	Warehouse Head / QC person	QC Inspector / TA	Warehouse Assistant	Security Guard
Upto 10000 Metric Tons	1	1	2	4
10001 To 25000 Metric Tons	1	2	3	6
Above 25000 Metric Tons	1	2	4	8

The Service Provider shall engage Warehouse assistant who are having minimum qualification of being a graduate.

5. It has been decided by the Government of India to implement Depot online system (DoS) in all the depots storing FCI stock across the country. So, implementation of DoS in all the centers of MSWC storing FCI stock is now mandatory. Service Provider must take into consideration the hardware and manpower cost that may be

involved in the implementation.

C. Godown related responsibilities

1. The Service provider shall maintain cordial relations with the concerned Depositors/their representatives/Handling Contractor for smooth labour and transportation operations in the godown/Storage Point
2. The Service Provider shall be responsible to keep the godowns fit for storage of food grains during the contract period. Further the Service Provider shall not carry out any additions or alternations to the buildings, fittings and fixtures except as may be necessary for the installation of necessary utilities such as Computer.
3. The Service Provider shall be responsible for handing over vacant & peaceful possession of the godown along with all fixture & fittings in as good and serviceable condition as they were at the time of taking possession except natural wear and tear.
4. All repair work for upkeep of godown in storage worthy condition shall be carried out by the Service Provider at its own cost. Urgent repairs concerning damage/deterioration to food grains and concerning safety of manpower/ labour has to be carried out immediately by Service Provider. In case the Service Provider delays or fails to do the repairs as above, MSWC will be at liberty to get the work done at the risk and cost of the Service Provider in addition to recovering the loss incurred due to delay in carrying out the repairs from the PMS charges payable/ Security Deposit.
5. A fool proof security arrangement shall be made by the Service Provider in respect of the stocks and godown and in case of any defalcation/shortage of stocks, the Service Provider shall be liable to compensate to the Corporation to the extent of 1.5 times of last available Economic cost/provisional Economic cost of the commodity stored.
6. The details of scope of work mentioned above are indicative and not exhaustive. MSWC is at liberty to issue additional directions as per exigencies arising out of PMS operations.

3 Volume of work:

The volume of work is not guaranteed. The quantity of food grains in storage is likely to fluctuate (increase or decrease) and the service provider shall note that no additional claim (other than the rate fixed per Metric Ton payable on actual utilisation basis) is permissible for fluctuation in the volume of work to be handled during the period of the contract. Further the capacity of State Warehouses specified in Annexure –I may increase/decrease.

One set of keys shall be kept in the concerned Regional Office and one will remain in possession of Service provider. In case of any situation/circumstance's warrants, the concerned Regional Manager may order to use the set of keys kept in his office. The responsibility for the quality and quantity of the entire stock shall however solely rest with the Service Provider.

SECTION III - BID INFORMATION

Bid Document Information

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this tender document may wish to consult their own legal advisers in relation to this tender. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by MSWC on the basis of this tender.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of MSWC. Any notification of preferred Bidder status by MSWC shall not give rise to any enforceable rights by the bidder. MSWC may cancel this tender at any time prior to a formal written contract agreement being executed by or on behalf of MSWC. This tender supersedes and replaces any previous public documentation & communications, and bidders should place no reliance on such communications.

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the tender document.

3.1 Availability of tender document

The bid documents can be viewed from the website of MSWC (www.mswarehousing.com) and downloadable from e-tendering portal <https://mahatenders.gov.in> (Co-operation, Marketing and Textiles Dept, Mumbai Maharashtra State Warehousing Corporation Pune).

3.2 Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required by the tender documents or submission of a proposal not substantially responsive to the tender documents in every aspect will be at the bidder's risk and may result in rejection of the proposal. The tender document is not transferable to any other bidder.

3.3 Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and MSWC, shall be in English and/or Marathi language only.

3.4 Preparation of Bids:

3.4.1 Bids shall be submitted in English only. The tenderer should submit/upload the tender documents, including Invitation to tender intact, duly filled in, completed in all respect, including the Annexures. Incomplete tender in respect of required documents or information is liable to be rejected.

3.4.2 In the event of the space being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the Tender No. and should have full signature of the tenderer/Service Provider. In such cases reference to the additional pages must be made in the Tender Form.

3.5 Signing of Bids:

- 3.5.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as proprietor, partner of the firm, or as a Secretary / Manager / Director etc., of a Company etc.
- 3.5.2 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners or duly authorized person on behalf of all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 3.5.3 In case of companies, the names of all the Directors/Partners shall be mentioned and a self-attested copy of the Board Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company shall be attached with the Bid along with self-attested copy of the Memorandum & Articles of Association of the Company, certificate of incorporation etc. Such resolution should be in clear and unambiguous terms providing the details & identity of the Authorized person and attest his signature.
- 3.5.4 The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall submit a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly executed before Notary & registered with a Notary Public in his favour, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. For this, a declaration in the format prescribed at Annexure-III shall also be submitted by the bidder. If at any stage it is found that the person concerned had no such authority MSWC may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.
- 3.5.5 If the person so signing the bids fails to produce necessary documentary proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Corporation under the law.
- 3.5.6 MSWC will evaluate only those Bids that are received in the prescribed formats and complete in all respects. Incomplete and /or conditional Bids shall be summarily rejected. The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language only. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations in the English or Marathi language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English or Marathi, may not be considered. For the

purpose of interpretation and evaluation of the Bid, the English language translation shall only prevail

3.6 Submission of Bid on e-tendering portal

The bidder is responsible for registration on the e-tendering portal at their own cost. The bidders are advised to go through the e-tendering guidelines and instructions, as provided on the e-tendering website, and in case of any difficulty related to e-tendering process, may contact the helpline number mentioned on the website. The bidder shall submit the proposals online and are requested to note the following:

Before the last date & time as notified, the bids shall be submitted online in two parts, viz., Technical bid and Price bid at Government of Maharashtra e-procurement Portal (<https://mahatenders.gov.in>). The Bids complete in all respect along with duly filled Attachments including Appendices, Annexures, and Supporting Documents etc. are to be scanned and uploaded at the space/packet provided in the procurement portal by the Authorized Signatory as stipulated in the Bid Document. Hard copy of the Tender Documents will not be accepted. MSWC may extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of MSWC and the Bidders previously subject to the original deadline will then be subject to the new deadline.

- i. The technical proposal and financial proposal should be submitted only through the e-tendering portal.
 - ii. Technical proposal - scanned copy in PDF file format, signed on each page, with file name clearly mentioning: "Technical proposal documents for MSWC tender No. MSWC/BD & QC/PMS/21/2022". The proposal should be as provided in tender document.
 - iii. Financial proposal – financial proposals would be filled in BOQ format and should be uploaded on e-tendering portal.
 - iv. The Financial bid would cover all that is required to meet and deliver successfully the scope of work as mentioned in this tender and should be inclusive of all the expenses/costs including applicable levies, duties, cess, fees etc. but excluding GST.
 - v. Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids. The same should be raised at the time of pre-bid conference.
- 3.6.1 The indicative list of documents to be submitted along with Bid is at Annexure – V.
 - 3.6.2 Bids which do not comply with these instructions shall be summarily rejected.
 - 3.6.3 Price bid should be prepared using the price bid template provided along with this Bid/bid in the websites.
 - 3.6.4 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the tender terms will be summarily rejected.

- 3.6.5 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw offer at any stage after submission of the bids.
- 3.6.6 While preparing the Technical and Price Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect, MSWC reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of EMD/Security deposit.
- 3.6.7 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents, except Price Bid, shall be enclosed with the Technical Bid.
- 3.6.8 Bids along with Annexures/ supporting documents etc. must be serially numbered and signed (wherever applicable these should be digitally signed) by the bidder. The Bidders shall submit the scanned self-attested copies of the supporting documents along with the Technical bid document to enable the Corporation to verify & evaluate the bids. After evaluation of the online bids, those Bidders who are meeting the criteria for technical qualification, may be asked by MSWC to produce the original copies of documents furnished with the Technical Bids for verification on the date & time to be stipulated. Bids of Bidders who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.
- 3.6.9 Bidder must examine all terms and instructions included in the Bid Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 3.6.10 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the MSWC will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 3.6.11 MSWC shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.
- 3.6.12 While submitting the bid, wherever the Power of Attorney is to be submitted by the bidder, such Power of Attorney shall be duly notarized by a Notary Public.
- 3.6.13 Bidders are advised to upload the proposals well before time to avoid last minute issues.
- 3.6.14 The bid has to be submitted only online through www.mahatenders.gov.in website on payment of fees of Rs. 25,000/- + GST. Nophysical submission of bids would be acceptable.

3.7 Critical dates of submission :

Bid Publish Date	26.05.2022 to 16.06.2022
Tender document Download start date	26.05.2022
Pre bid meeting Date& time	02.06.2022 at 15:00 hrs
Bid Submission End Date & Time	16.06.2022 at 16:00 hrs
Technical Bid Opening Date & Time	17.06.2022at 16:00 hrs

3.8 Late Bids

Proposal after due date and time shall not be accepted.

3.9 Bid Validity

Bids shall remain open and valid for acceptance up to 120 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of MSWC and such extension shall be binding on the Bidders. The EMD of the Bidder not keeping the offers open for the prescribed period shall be forfeited without prejudice to any other rights and remedies of MSWC against the bidder and will be debarred from participating in any other Bid Enquiry with MSWC for a period of five years.

3.10 Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and MSWC will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

3.11 Interpretation of the clauses in the Bid Document

In case of any ambiguity in the interpretation of any of the clauses in the tender, by signing this tender document, the bidder agrees to abide by the interpretation of the clauses by the Chairman & Managing Director, MSWC and which shall be final and binding on the bidder. The decision taken by MSWC in the process of bid evaluation will be full and final.

3.12 Clarifications & amendments to Bid documents.

3.12.1 MSWC may, at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Bid document. Any corrigendum / addendum thus issued will be posted on the website of the Corporation (www.mswarehouseing.in) as well as Government of Maharashtra Procurement Portal (<https://mahatenders.gov.in>) and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, MSWC may, at its discretion extend the due date for the proposal. Such corrigendum/ addendum may not be published in any newspaper.

3.12.2 Corporation may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.

- 3.12.3 Corporation at its sole discretion may ignore minor omission in the submission of Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.
- 3.12.4 Corporation at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.
- 3.12.5 The Bidders may contact Government of Maharashtra e-procurement help desk with regard to technical issues relating to functioning of e-Procurement platform or any doubts regarding online submission of Bid Document at the under mentioned Contact: e- mail: support-eproc@nic.in / qcbranch.ho@mswc.in

3.13 Deposit (EMD)

- 3.13.1 The bidder shall furnish a Earnest Money Deposit (EMD) as detailed in bid data sheet.
- 3.13.2 No interest shall be payable on EMD under any circumstances. EMD of unsuccessful bidder's shall be discharged or returned within 60 (Sixty) days of expiration of the period of proposal validity or after awarding tender to successful bidder. In case of successful bidder, the EMD can be converted as SD upon submission of written request to this effect and signing of agreement as well as submission of performance bank guarantee. The EMD shall be forfeited, on account of one or more of the following reasons-
- i. If a bidder withdraws its bid during the period of bid validity.
 - ii. If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder)
 - iii. Fails to furnish performance bank guarantee (PBG) as specified in Annexure – VI.
 - iv. Information given in the proposal is found false/incorrect/misleading.

3.14 Communication

- 3.14.1 Only written communication with / from / between MSWC and bidder prior or post award of contract will be valid. All oral / verbal instructions have to be recorded in writing and approval taken to be considered as a valid instruction.
- 3.14.2 All communication shall be addressed to the Chairman and Managing Director, Maharashtra State Warehousing Corporation.

3.15 Bid Data Sheet

Particular	Details
Tender number	MSWC/BD & QC/PMS/21/2022
Tender Name	e-tender for Engagement of Service Provider to carry out Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation
Client	Maharashtra State Warehousing Corporation, (A Government of Maharashtra Undertaking)
Address and concerned person for correspondence	Chairman and Managing Director 583/B, Market Yard, Gultekadi, Pune, 411 037. Phone: +91-020-24206800, 812
Point of contact related to this bid document	Mrs. Swati A. Shinde, Manager (BD & QC); +91-8408882551/ 020-24206846; qcbranch.ho@mswc.in
Cost of bid document	Non-refundable fee of Rs 25,000.00 (Rs. Twenty-Five Thousand only) + GST of 18% to be paid online e-tendering portal.
EMD	Earnest Money Deposit of Rs.50,00,000/- (Rs. Fifty Lakhs Only) has to be paid online through e-tendering portal EMD in any other form like Cash or Cheque or F.D.R or D.D will not be accepted. Any type of Exemption for EMD & SD is not applicable to any type of agency. Every tenderer has to pay EMD online.
Security Deposit (SD) amount	Rs. 100 Lakhs (to be deposited by the successful bidder) to be deposited through D.D./ RTGS
Method of submission of tender	Only through e-tendering portal
Pre-bid meeting	02.06.2022 at 15:00 hrs at H.O. Maharashtra State Warehousing Corporation, near Market Yard Post Office, Gultekadi, Pune-37.
Bid and EMD submission	On or before 16.06.2022 upto 16:00 hrs
Date and time for opening of technical bid	On 17.06.2022 At 16:00 hrs
Date and time for opening of financial bid	Will be notified to the technically qualified bidders by email
Performance bank guarantee	Rs. 150 Lakhs (to be deposited by the successful bidder within 7 days from the date of issue of LoI) drawn on any Nationalized bank
Bid validity	Minimum 120 days from the due date of submission of tender or subsequent corrigendum (if any)

Note: All corrigendum/ addendum shall be uploaded on the e-tendering portal.

SECTION IV- Eligibility Criteria

Only those tenderers who possess the following eligibility criteria shall apply. Tenderers shall submit/upload documentary proof of eligibility criteria in desired format as detailed in the tender schedule. Wherever specific formats are not mentioned, only those documents to be attached must be proving the eligibility of the tenderer for this specific tender. Tenders not meeting the eligibility criteria will summarily be rejected. Following are the mandatory documents to be submitted/uploaded by tenderer.

- 4.1 The bidder shall be Proprietorship firm or Partnership firm or Limited Company or Private Limited Company having registered establishment in India. Tenderer has to furnish registration of ROC/registration certificate issued by registrar of firms. No director or partner should be insolvent or filed for insolvency at the time of making the application.
- 4.2 The Minimum average annual turnover of the bidder from warehouse management services for central pool Stock or State Procuring agency Stock or Public Sector Food grain storage and its preservation, maintenance and security (PMS) or Storage Stock in last Five financial years i.e FY 2017-18 to 2021-22, must be not less than are as follows:- RS 50.00 Crore
- 4.3 Tenderer has to submit sufficient proof in the form of audited financial statement and chartered accountant certificate (along with DIN number) certifying the turnover for last 5 years, with ITR copy submitted to the respective authority before due date. Certificate from a Chartered Accountant certifying the turnover of bidder, in the certificate ICAI Registration Number & Seal of Chartered Accountant is essential.
- 4.4 The Bidder Establishment should not be insolvent.
- 4.5 The net worth of the bidder as on 31st March 2022 should at least be as follow:- Rs 25.00 Crores (The net worth is Excluding of residential house/residential property) Certificate from a Chartered Accountant certifying the Net worth of bidder, in the certificate ICAI Registration Number & Seal of Chartered Accountant is essential. The tenderer should submit positive Net Worth Certificate with UDIN (Unique Document Identification Number) for last three years.
- 4.6 Bidder shall have proper license to perform the activity of preservation, maintenance and security (PMS) of food grains and other notified commodities.
 - A) The bidder should have experience in Preservation (including Fumigation), maintenance, security and storage/ warehousing of Central Pool/State Procuring Agency Stock/s Avg. 1.50 LMT per month for at least 3 financial years out of last five financial years i.e. 2017-18 to 2021-22.
 - B) Tenderer should have successfully executed the preservation, maintenance of Food grains/ agriculture produce work of Minimum 1.00 LMT or more in single contract, in any three years of immediate preceding 5 years.
 - C) Tenderer should have successfully executed the preservation, maintenance and security (PMS) of Food grains/ agriculture produce work in any three years of immediate preceding 5 years, of value of -
 1. Single Contract of minimum 15 Cr. or
 2. Minimum 2 contracts of Rs.10 Cr. eachExperience certificate of related work should be issued from Central/ State Government agencies at par with MSWC/FCI/CWC/SWC/NAFED etc. Work

order and experience certificate indicating the value of work done.

- 4.7 Tenderer should be regular in filing statutory returns of Income Tax, GST, PF, ESI, Professional Tax and should submit documents in support of this.
- 4.8 Tenderer should submit last Five years audited balance sheet.
- 4.9 Tenderer should have satisfactorily completed similar nature of job of providing preservation, maintenance and security (PMS) services of minimum State PSU/ Central PSU, State/Central Govt. Department, in any 3 of last preceding five financial years. Total completed value for such single work should not be less than Rs.15.00 crores (Fifteen crores).
- 4.10 Tenderers have to produce attested documents/certificates in its respect in the form of completion or part completion certificate & work orders. Both completion or part completion certificate & work orders are compulsory.
- 4.11 Tenderer should submit solvency certificate to the extent of Rs.10 Crore from any nationalized/scheduled bank which should not be more than six months old.
- 4.12 Tenderer should have valid Provident Fund Registration Certificate, and latest paid challan of last P.F. paid should be provided.
- 4.13 Tenderer should have valid ESIC registration certificate and latest paid challans of the same should be submitted.
- 4.14 Tenderer should have valid GST registration certificate in the name of applicant/tenderer and latest paid challans of the same should be submitted.
- 4.15 Tenderer should submit copy of valid license from labour commissioner to employ contract labour under Contract Labour Act.
- 4.16 Tenderer should submit certified copy of PAN card.

4.17 Disqualification Conditions

- 4.17.1 Tenderers who have been blacklisted or otherwise debarred by MSWC or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier. Tenderer shall submit affidavit on Rs.500 Stamp paper to that effect as mentioned in Annexure XII.
- 4.17.2 Any Tenderer whose contract with the MAHARASHTRA STATE WAREHOUSING CORPORATION, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period on account of breach of contract at any point of time during last five years, will be ineligible.
- 4.17.3 Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by MAHARASHTRA STATE WAREHOUSING CORPORATION or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- 4.17.4 If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- 4.17.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.

SECTION V : TECHNICAL BID AND ITS EVALUATION CRITERIA

The bidders must satisfy themselves that they meet technical qualifications as detailed against Section 3.5. The technical evaluation which is a qualifying criterion for opening of the financial bid would be evaluated. For the sake of clarification, the evaluation of technical bid will be carried out on the basis of documents mentioned below:

- 5.1 Registration details of the firm
 - 5.2 Attested copies of the GST Registration No./ Enrollment copy.
 - 5.3 EMD & tender fee paid online. Scanned copy of slip generated by e-payment gate way mentioning UTR number should be submitted in the technical document.
 - 5.4 Net Worth Certificate certified by with UDIN (Unique Document Identification Number) for last three years.
 - 5.5 Valid Registration Certificate with Employee's Provident fund
 - 5.6 Copy of relevant P.F. payment challan in support of deployment of minimum required employees under this bid.
 - 5.7 Valid E.S.I.C Registration Certificate
 - 5.8 Copy of relevant E.S.I.C payment challan in support of deployment of minimum required employees
 - 5.9 Photo copy of PAN card
 - 5.10 Registration under Professional Tax Act.
 - 5.11 Tenderer should submit last five years balance sheet duly certified by C.A., annual average turn over of tenderer should not be less than 50 Cr. (Rs. Fifty Cr. only) Duly attested documents in its respect is mandatory. Copy of Income Tax Return for last five financial years.
 - 5.12 Experience of the similar nature of work experience in preservation, maintenance and security (PMS) of Food grains/ agriculture produce work, single work value of Rs.15 crores in any of three years of immediate preceding 5 years.
 - 5.13 Solvency Certificate to the extent of Rs. 10 Crore from any Nationalized/Scheduled bank which should not be more than six months old.
 - 5.14 Valid license from Govt. Authority to preservation, maintenance and security (PMS) of Food grains/ agriculture produce work.
 - 5.15 Technical bids shall be opened as declared in the schedule, in the presence of bidder or their authorized representatives who choose to attend the opening of bids. Only authorized representative with authority letter on the letter head of bidding company duly signed by the bidder will be allowed to attend the technical bid opening meeting.
 - 5.16 Bids complying with all the eligibility requirements mentioned in the tender document shall be treated as substantially responsive bids.
- N.B.1.** The "Technical Bid" shall contain EMD and all other technical details/documents in support of the claim. There will be no mention of prices anywhere in the Technical Bid.
- N.B.2.** Documents in support of the claim must be submitted by the bidders along with the technical bid.

SECTION VI : FINANCIAL BID AND ITS EVALUATION CRITERIA

6.1 The financial bid

- 6.1.1 The financial bid will contain rate per MT per month for PMS services by the bidder. It may be noted, bidders are required to quote the per MT rate (**only once**) applicable to all warehouses under the contract. A format for financial bid is prescribed in **Annexure-XI**. The rates quoted should take into consideration all items of work and cost but without GST. GST will be paid separately. The price bid should be unconditional and any conditional financial proposal shall be rejected summarily.
- 6.1.2 The rates shall be quoted by the bidder in BOQ format, both in number and in words. In case Figures in number and words differ, figures in words will prevail.
- 6.1.3 The rate per MT per month quoted will be firm and fixed for the duration of performance of the contract. At no point of time will any deviation from the quoted rate be entertained by the authority.

6.2 Opening of financial / Price Bid:

- 6.2.1 After evaluating the Technical Bid (wherever necessary) the Price Bids of only technically qualified bidders will be opened in presence of all the technically qualified bidders 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 Bid of the parties who do not qualify in Technical Bid will not be opened.
- 6.2.2 Service Providers are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the tender. If the date fixed for opening of Tenders is subsequently declared a holiday, the Tenders will be opened on the next working day following the holiday but there will be no change in the time/venue for opening of the Tender.

6.3 Evaluation of proposals:

- 6.3.1 Financial bids of all those bidders who found to be substantially responsive shall be opened, at the given date and time.
- i. Financial bids of the technically qualified bidders shall be opened on e-portal and in the presence of representatives (if available) of technically qualified bidders who may desire to be present during the opening of the financial bids.
 - ii. After opening of financial bids, the authority shall examine the bids to determine whether they are unconditional and are complying with the requirements of this tender document.
 - iii. In case of discrepancy in words and figures, the percentage quoted in words shall be treated as final.
 - iv. After the public opening of financial bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award contract shall not be disclosed to bidders or other person not officially concerned with such process until the award of the contract to the successful bidder has been announced.

- v. Any effort by a bidder to influence the authority or any of its representatives in the process of examination, clarification, evaluation and comparison of bids and in decisions concerning award to contract, may result in the rejection of the bidders bid.
- vi. The percentage indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omission, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfill its obligations as per the scope of work within the total quoted percentage shall be that of the bidder.
- vii. The bidder shall be responsible for any arithmetic errors in the submitted financial bids.
- viii. The authority may reject any or all proposals if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the scope of the work or they involve substantively higher cost.

6.4 Financial Bid Evaluation and criteria for selection:

- 6.4.1 For financial evaluation of price bids, the rates quoted by the tenderer in price bid (Annexure- XI) for PMS services will be the sole factor. **The L-1 bidder will be declared as the successful bidder.**
- 6.4.2 The decisions of Chairman and Managing Director of MSWC would be final and binding on all bidders.
- 6.4.3 The successful tenderer who is being considered for awarding the contract may be required to submit the complete rate analysis with required information in support of their rates quoted.

6.5 Acceptance

On finalization of Tender, MSWC will communicate acceptance of the Tender by way of letter of acceptance through Registered post/FAX/E-mail/speed post etc. which will conclude a binding contract between the parties and the Service Provider shall act upon such acceptance letter.

SECTION VII : GENERAL TERMS AND CONDITIONS OF CONTRACT AND LIABILITIES UNDER THE CONTRACT

7.1 Award of Contract

The authority shall issue LOI to the successful bidder by mail that his bid has been accepted. The LOI shall constitute the formation of the contract.

7.2 Security Deposit :

- 7.2.1 Successful bidder shall deposit an amount of Rs.1.00 crores as Security Deposit (interest free) by the way of Demand Draft drawn on any nationalized bank in favour of “Maharashtra State Warehousing Corporation” payable at Pune.
- 7.2.2 The contractor shall pay security deposit amount as informed by the Corporation within 7 days of the intimation of the proposal of accepting the tender the payment of security deposit 100% by Demand Draft in the name of Maharashtra State Warehousing Corporation. The contractor shall be eligible to execute the agreement on the requisite value. The acceptance of tender shall be effective only after concluding the agreement by the contractor as above.
- 7.2.3 The security deposit will be refunded to the contractor, on satisfactory performance of the contractor. On completion of all obligations by the contractor under the terms and conditions of the contract and on submission of 'No dues' certificate subject to such deductions from the security deposit as may be necessary for making up of the Corporation's claims against the contractor.

7.3 Period of Contract:

- 7.3.1 The contract shall remain in force for a period of two years from the effective date of agreement as per work order. The contract may be extended for a further period of one year as per the same rates, terms and conditions of the contract by mutual consent but at complete discretion of the MSWC.
- 7.3.2 The Chairman & Managing Director reserves the right to terminate the contract at any time if the performance of the contractor is found unsatisfactory by giving 30 days' notice in writing to the contractor. The contractor is not entitled for any compensation by reason of termination. However, in the event of any breach or non-performance of the any of the conditions of the agreement, Corporation reserves the right to terminate the agreement with immediate effect without giving any notice and adjust losses faced by it from the contractors' bills, deposit or bank guarantee.
- 7.3.3 In the event of the contractor is found to have committed breach of the terms and conditions of contract, the Corporation will blacklist/debar the contractor / Agency for a period which Corporation may deem fit.
- 7.3.4 Corporation reserves the right to add / alter or amend, operation wise change to meet the requirement of Corporation, need if arises so, any condition of terms and conditions of the contract and in the agreement as and when found necessary during the period of contract, such changes will be binding on the contractor.

7.4 Signing of Contract

The successful bidder has to sign an Agreement with the authority in prescribe proforma within 07 days from the date of receipt of the award of contract, the successful bidder shall sign with seal on the stamp paper with appropriate value and submit it to the authority. The cost of stamp duty and registration fee are to be borne by successful bidder.

7.5 General Terms and conditions of contract:

- 7.5.1 The detail of godowns for which PMS is required by MSWC is given at Annexure - I.
- 7.5.2 The bidder will quote rate per MT/month for the total capacity of a warehouse. PMS charges will be paid within 15 working days after submission of bills in triplicate.
- 7.5.3 The PMS charges would be payable on actual utilisation basis maximum for the total storage capacity of the godown on monthly basis irrespective of the number of turnovers. No claim in this regard will be entertained.
- 7.5.4 The successful bidder will be required to visit/inspect the godown /premises and sign a joint inspection report with the staff of MSWC regarding the condition in which the godown is handed over to the Service Provider at the commencement of the contract. The Service Provider shall have to hand over the godown at the end of contract period to MSWC in the same condition as was handed over to him before the commencement of Contract except for natural wear and tear. The joint inspection report will also include a list of inventory of movable and immovable fittings and fixtures at the godown.
- 7.5.5 Godowns to be handed over by/to MSWC alongwith the stocks of the depositors in balance. Due care shall be taken to ensure the stocks handing over depositorwise and stackwise / warehouse receipt wise with mutually agreed stock its quality and weight assessment to/by the service provider at the time of start/expiry of the contract.
- 7.5.6 The activities required to be carried out by PMS service provider are mentioned in **Annexure VII**. PMS service provider shall strictly follow those standard operating procedure (SOP).
- 7.5.7 The stocks stored in the godown shall be subject to periodical inspections by MSWC as well as the representative/ officers of the depositor. The condition of stocks and godown shall be examined by MSWC along with representative of Service provider. Discrepancy /irregularity, if any, noticed shall be reported in writing to the Service Provider giving particulars of loss or damage/down-gradation etc. caused to the goods or to the godown.
- 7.5.8 In the event of failure of the Service Provider to undertake the work after execution of PMS agreement or if Service Provider resiles from the contract during its currency, MSWC shall have the right to get the work done from any outside agency at the risk and cost of the Service Provider and the Service Provider/Service Provider shall be liable to make good the loss, if

any, suffered by MSWC on this account and MSWC shall also have the right to deduct/recover the amount of such loss and to claim the balance amount from the Service Provider without prejudice to any other remedy under the Contract/Law.

- 7.5.9 The Service Provider should ensure to keep all the time adequate number of employees/labours/ insecticide and equipment to cope with the work for the purpose of preservation, maintenance and security of stocks in accordance with the guidelines/instructions of MSWC/FCI/Nafed etc.
- 7.5.10 The list of Authorized officers/officials of MSWC would be provided to the Service Provider by the concerned Regional Manager.
- 7.5.11 The concerned Regional Manager would also provide all the templates/formats required for record keeping to the Service Provider.
- 7.5.12 PMS Service provider shall be responsible for preparing the statements of stocks as required by MSWC/FCI/Nafed etc. PMS Service provider shall be responsible for getting the losses cases written off timely (if any), from the respective authorities of FCI,etc.
- 7.5.13 The billing to all the depositors such as FCI/Nafed/others shall be made by MSWC.
- 7.5.14 PMS service provider shall observe FSSAI & other legal norms strictly. If he fails to do so any compensation/damages levied by competent authority, service provider shall indemnify MSWC in all respects.
- 7.5.15 The Service Provider shall ensure that security deposit amount is replenished within 7 days of any deduction made by the Corporation.

7.6 Payment

- 7.6.1 The Service Providers shall have to perform all the services provided for in this contract. The Service Provider shall be paid on actual utilization basis at the rates plus GST accepted by the Corporation for the services rendered satisfactorily the tax applicability by the proper Governments will be considered at the time of payment.
- 7.6.2 The service provider shall be paid for his service at the rates per MT finalized through this tender process for all commodities stored.
- 7.6.3 Admissible payments shall be made by MSWC within 15 days of the submission of monthly bills in triplicate duly verified by the officer authorized by MSWC for the purpose. The monthly bills will be entertained only after submission of Monthly Stock Account (MSA) duly verified by MSWC officer.

7.7 Subletting

The Service Provider shall not sublet/transfer or assign the contract or any part thereof to any party. In the event of the Service Providers contravening this condition, the Corporation shall be at liberty to get the work done from other firm/Service Provider on the Service Providers account and at the risk and cost of Service Provider and the

Service Provider shall be liable for any loss or damage which the Corporation may sustain in consequence arising out of such replacing of the contract.

7.8 Set off

Any sum of money due and payable to the Service Provider (including security deposit refundable to him) under this contract may be appropriated by the Corporation and set off against any claim of the Corporation against the service Provider for the amount due arising out of this contract or under any other contract made by the Service Provider with the Corporation.

7.9 Record Keeping:

7.9.1 The service provider shall keep in a place of safety a complete and accurate set of records and accounts of all transactions pertaining to the operation of the depot including records and accounts of all goods received in the godown and withdrawn there from as per MSWC and FCI standards, of all unissued documents in his possession, counterfoils/second copies of all documents issued, returned to, or cancelled, by him.

7.9.2 All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections, audit by the authorized representative of the Corporation at the Godown or any officer acting on his behalf or an officer acting on behalf of The chairman & Managing Director, MSWC including the accounts and audit officers. The Service Provider shall be responsible to produce the same at such time and place as may be directed by the authorized representative of the Corporation.

7.9.3 Service Provider shall maintain all the entries up to date in the corresponding required registers as mentioned in Annexure X.

7.9.4 PMS Service provider shall be responsible for preparing the statements of stocks as required by MSWC/FCI/Nafed etc. PMS Service provider shall be responsible for getting the losses cases written off timely (if any), from the respective authorities of FCI, etc.

7.10 Receipt & Weighment in Godown:

7.10.1 It is expected that FCI as well as other depositors will send the stocks in sound bags to the godowns. In case of receipt of cut & torn bags if any found, the same would be replaced by the Service Provider with the gunnies to be supplied by the respective depositors.

7.10.2 The Service Provider will maintain Gunny consumption register as per norms of MSWC and FCI. Gunny account should also be reconciled periodically with MSWC. Periodicity in reconciliation of stocks as well as gunnies should not be more than one month.

7.10.3 Goods will be rendered for storage by an authorized representative of MSWC who will fill up and sign the form for deposit and other formalities.

- 7.10.4 Stocks at the godowns would be received and issued on 100% weighment basis on the lorry weighbridge available in the complex or the private weighbridge available enroute /nearby at the expense of Service Provider.
- 7.10.5 At such godown where weighbridge is not available in the godown and in the vicinity of the godown, the stocks would be received and issued on 100% weighment basis.
- 7.10.6 The weight of the stocks, moisture contents as well as condition of the stock at the time of receipt and issue shall be jointly recorded by Service Provider and MSWC staff and duly authenticated in records. The loss arising due to damages/down gradation / deterioration of stocks during storage will be borne by the Service Provider.
- 7.10.7 An acknowledgement would be issued by the Service Provider to MSWC both at the time of receipt and issue of stocks from the godown.

7.11 Storage Losses/Gains

- 7.11.1 The stocks stored in the godown shall be subject to periodical inspections by MSWC, FCI and Nafed etc.
- 7.11.2 Loss and gain statement will be submitted in the prescribed proforma of MSWC / FCI after stocks in particular stack are completely liquidated during the month which should be jointly signed by the Service Provider and MSWC representative. The statement will be commodity-wise, month wise, Stack-wise and will be submitted by the Service Provider by 7th of succeeding month.
- 7.11.3 If the storage losses are beyond permissible limit as per MSWC norms in vogue, Service Provider shall be responsible for the same and recoveries for such unjustified losses shall be effected by MSWC from the Service Provider.
- 7.11.4 Norms/prevalent procedure for storage loss/ gain prescribed by the MSWC/FCI from time to time will be binding on the Service Provider.
- 7.11.5 PMS Service provider shall be responsible for preparing the statements of stocks as required by MSWC/FCI/Nafed etc. PMS Service provider shall be responsible for getting the losses cases written off timely (if any), from the respective authorities of FCI, etc.

7.12 Delivery of Goods

- 7.12.1 Instructions for delivery or transfer of goods shall be in writing and signed by the authorized representative of PMS service provider.
- 7.12.2 The person to whom the delivery of stocks is to be made shall be duly authorized and his signatures attested by the authorized representative of PMS service provider.
- 7.12.3 The delivery shall be given by Service Provider as per demand and priority

given in writing to the Service Provider by the authorized representative of MSWC

7.12.4 For delivery of goods before and after office hours and on holidays, reasonable/ prior intimation /notice shall be given to the Service Provider.

7.13 Initial Fumigation

7.13.1 For stocks received in infested condition, necessary remarks shall be recorded by the Service Provider at the time of receipt only. For such stocks fumigation should be done within 03 days of receipt of the stocks,

7.13.2 In respect of stocks dispatched from the godown, if the same are found to be dispatched in infested condition, as substantiated by records and facts, PMS service provider will be liable for fine.

7.14 Insurance

7.14.1 The Service Provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown of MSWC as is required from a storing agency as per terms and conditions of this contract.

7.14.2 The Warehouse service provider shall have to acquire comprehensive insurance of stocks against loss sustained on account of fire, flood & inundation, cyclone, riot and strikes, earthquake, malicious damages, theft, house breaking and burglary, misappropriation of stocks and infidelity etc.

7.14.3 The godown and the stocks & material stored therein shall be insured through a comprehensive insurance policy covering the risks. The premium and other related charges will be borne by the Service Provider. The Service Provider shall purchase the policy in the name of the Corporation. The Service Provider shall deposit the insurance policy with the Corporation, which shall be verified by MSWC from the issuing Insurance Company.

7.14.4 The valuation of stocks for the insurance purpose will be done as per declaration of the depositors. The valuation of the Godown and ancillaries for the insurance purpose may be obtained from MSWC.

7.14.5 PMS Service provider shall be responsible for having cover of insurance for all the value of the stocks at any time during the contract period. All the stocks under storage, at any moment of time must be under full cover of insurance for all the perils stated above. PMS Service provider shall be responsible for getting the value declared and due premium payment by reviewing the value of goods stored, the value of the MSWC assets time to time.

7.14.6 PMS Service provider shall be responsible for submitting the necessary reports, documents etc. to the respective authorities, in any of the event for which the insurance is undertaken in any of the perils thereof.

- 7.14.7 In the event of any losses, MSWC will recover for such losses immediately from Deposit or any other due payments towards the Service Provider. The same will be refunded on receipt of compensation through Insurance.
- 7.14.8 In the event of any losses, MSWC will cooperate with the Service Provider in furnishing necessary details for finalizing the claim for compensation by the Insurance Company.
- 7.14.9 The Service Provider shall get the claim settled from the Insurance Co. at the earliest so that the compensation from the Insurance Company is received in reasonable time.

7.15 Free Movement of Stocks

- 7.15.1 It would be ensured by the Warehouse service provider that there is no hindrance while carrying out day to day operations/ moving the stocks.
- 7.15.2 Service Provider shall ensure that there is no hindrance in receipt/issue of the stocks at the godown or for moving the stocks within the godown premises and for persons deputed by MSWC to oversee the godown operations. The Service Provider shall keep the godown premises as well as documents pertaining to stocks of MSWC open for inspection any time to the officers/staff of MSWC / FCI. In case of failure on part of Service Provider to do so, MSWC will be at liberty to make alternate arrangements at the risk and cost of the Service Provider without prejudice to right of MSWC to initiate such other action as deemed fit treating such failure as breach of contract. Any losses/damages arising thereof shall also be liable to be recovered from the Service Provider
- 7.15.3 No other activity than storage shall be allowed within the premises of the godown.

7.16 Provision of Facilities

- 7.16.1 The Service Provider shall provide all the facilities at par with MSWC norms including proper stacking, scientific storage and treatment of the stocks, round the clock security, proper prophylactic & curative treatment, etc. An indicative list is at **Annexure VIII**. The list is illustrative and not exhaustive. These facilities shall be part & parcel of the PMS contract.
- 7.16.2 The Service Provider shall keep all the facilities available in the godown /premise like weighing scale, QC equipment's, drinking water etc. and shall be made available to officers/staff of the MSWC without any additional cost.

7.17 Statutory Obligations

- 7.17.1 The Warehouse service provider (PMS) shall hold all valid licenses issued by the Competent Authority, valid PAN & GSTIN Number etc.
- 7.17.2 It is the sole responsibility of Service Provider to hold all valid licenses relating to PMS by respective competent Authorities.
- 7.17.3 The Service Provider shall be responsible for payment of all central/ state specific statutory taxes, duties, cess and local taxes/levies and the charges

related to PMS contract in godown/premises.

- 7.17.4 The Service Provider shall be solely responsible to fulfill all the statutory obligations under various Central/State Acts which are in force.
- 7.17.5 The successful bidder shall obtain FSSAI license for storing of foodgrains.
- 7.17.6 PMS service provider shall observe FSSAI & other legal norms strictly. If he fails to do so any compensation/damages levied by competent authority, service provider shall indemnify MSWC in all respects.
- 7.17.7 Maharashtra State observes the provisions of Maharashtra Mathadi, Hamal & other manual workers (Regulation of employment & welfare) Act 1969. The service provider shall observe the provisions of this Act and get registered itself under this Act for the contract period wherever necessary.

7.18 Liability for Losses:

- 7.18.1 Service provider shall ensure satisfactory performance of all the services and obligations under the contract, failing which Corporation will be at liberty to make temporary alternate arrangements at the risk and cost of the Service Provider.
- 7.18.2 The service provider shall provide all the warehousing facilities at par with MSWC 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 service provider 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. If the Warehouse service provider fails to provide facilities as mentioned above, the MSWC shall have the right to get the facilities provided at his cost or expenses and cost or expenses so incurred by the MSWC 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 MSWC/FCI at its discretion. The cost or expenses incurred by the MSWC on Warehouse service provider account would be treated as final, without calling them in question.
- 7.18.3 The Warehouse service provider shall maintain an inventory requirement of 3 months stocks of chemical at any given point of time. The party should have sufficient fumigation covers, sand snakes and other QC equipment like fumigation covers, spray pumps, dunnage material etc. as indicated in the Schedule-I of the terms & conditions attached. Amendments made in the dunnage policy by the MSWC/ FCI/ GOI from time to time shall be binding on the Service Provider.

- 7.18.4 The Warehouse services provider shall be responsible for down gradation or damage to the stocks under their custody during storage. The corresponding losses shall be computed and recovered from the warehouse service provider from the dues payable as per the instructions/guidelines issued by FCI from time to time.
- 7.18.5 Consignee/consignor will be FCI/MSWC, in case of dispatch/receipt of stocks in these Warehouses. Therefore, the existing quality complaint procedure of FCI (in case of FCI goods) shall be applicable.
- 7.18.6 The service provider shall be responsible for the Storage losses which are beyond the norms fixed by Go/FCI and the depositors and the value of such unjustified losses in storage will be recovered by MSWC from the dues payable to Service Provider at average acquisition cost.
- 7.18.7 Service Provider will also be liable to make good the losses on account of any shortage/damage/loss etc., to stocks at the last available Economic cost/provisional Economic cost of rice. Loss to the property shall be recovered from the service provider as per the valuation of the Corporation.
- 7.18.8 For any theft, pilferage and damages if caused to the property and the stock deposited in the godowns of the Corporation as a result of the act or negligence of any personnel provided by the agency during contract period, the agency shall be liable to compensate the Corporation from the payment payable towards the loss so caused to the party or otherwise and the Corporation will have the right to recover the same from the Agency.
- 7.18.9 Any of the above actions by the Corporation against the service provider will be without prejudice to other rights and remedies available to the Corporation including termination of the contract.

7.19 Liability towards labour and/or personnel:

- 7.19.1 The Service Provider shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and shall obtain all mandatory registrations, Licenses, approvals.
- 7.19.2 The service Provider shall be solely responsible for timely deposit of contributions under various enactments and to maintain all prescribed Records, Registers and such other particulars as required in respect of the personnel engaged by him and file the prescribed returns from time to time.
- 7.19.3 MSWC shall be in no way responsible for the Service Providers liability & obligations in respect of the personnel engaged by him. Notwithstanding the same if on account of default of the Service Provider, MSWC is compelled to make any payments/contributions or discharge any responsibility/liability of the Service Provider, MSWC shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Service Provider under this or any other contract with MSWC without prejudice to the right of MSWC to initiate appropriate legal proceedings for recovery of such amounts.
- 7.19.4 The Service Provider shall indemnify MSWC against all claims whatsoever

arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.

- 7.19.5 MSWC shall in no way be responsible for any liabilities arising out of the Service Provider's contractual obligation with the Service Provider's personnel.
- 7.19.6 The contract as entered into between MSWC and the Service Provider shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Service Provider in respect of obligatory laws remain unaffected and Service Provider shall remain responsible for settlement of claims, if any of third parties who may suffer damages either due to the fault of the Service Provider or its employees and Associates.
- 7.19.7 The Service Provider shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Service Provider under the contract.

7.20 Corrupt practices

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

7.21 Insolvency and breach of contract

- 7.21.1 MSWC may at any time, by notice in writing summarily terminate the contract without Compensation to the Service Provider in any of the following events-
- a. If the Service Provider being an individual or a firm, any partner thereof, shall at any time, be adjudged insolvent or order for administration of his estate made against him or initiated any proceeding under insolvency Act.
 - b. If the Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager.
 - c. The contract is also liable to be terminated if the Service Provider commits

breach of any of the terms of the contract and in that event the Service Provider is responsible and liable for all loss and damage arising out of and as a consequence of such breach.

- d. Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the MSWC and provided also the Service Provider shall be liable to pay to the MSWC for any extra expenditure he is thereby put to.
- e. If any time during the currency of the contract it is established that any or all of the information provided by the Service Provider is false, the Contract is liable to be terminated without prejudice to any other acts and remedies under the contract/law.

7.22 Laws governing the contract

- 7.22.1 The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction.
- 7.22.2 Arbitration : If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, shall within 30 days from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to single Arbitrator acceptable to both the Parties. The agreement to appoint an arbitrator and the arbitral proceedings shall be in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties. The venue of the Arbitration shall be at Pune. The Language of arbitration proceedings will be English only. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award. The provisions of this Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful. The Courts at Pune shall have exclusive jurisdiction in all matters concerning this Agreement including any matter related to or arising out of the arbitration proceedings or any Award made therein.

7.23 SUMMARY TERMINATION

- 7.23.1 MSWC has all the rights to terminate the contract at any time during its currency, without assigning any reason thereof, by giving thirty days notice in writing to the Service Providers at their last known place of residence/business and the Service Provider shall not be entitled to any compensation by reason of such termination.

7.23.2 In the event of breach by the Service Provider of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the MSWC shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Service Provider and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by MSWC consequent to such termination and/ or in completing the assignment. MSWC may also effect recovery from any other sums then due to the Service Provider or which at any time thereafter may become due under this or any other contract with MSWC. In case the sum is not sufficient to cover the full amounts recoverable, the Service Provider shall pay MSWC on demand the entire remaining balance due.

7.24 Debarring/backlisting :

If the performance of the party/agency is not found satisfactory, the Corporation may terminate the contract at any time during contract period and may also blacklist the party/agency for the period which Corporation may deem fit for an appropriate time period and /or forfeit the deposit and also encash the Bank guarantee, if required.

7.24 Legal Jurisdiction:

For any legal dispute, suit, application, claims or proceeding of any kind whatever in respect of, arising out of directly indirectly or incidental to anything in respect of this contract shall be filed exclusively subject to Pune jurisdiction.

7.26 Termination of Contract

The Contract shall be liable for termination if non responsive, delayed beyond reasonable time or carried inconsistent with the terms of agreement.

7.27 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.

7.28 Procedure for Force Majeure

If a Service Provider claims relief on account of a Force Majeure, then the claiming to be affected by the such event shall, as soon as reasonably practicable and in any

event within three days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the MSWC in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Service Provider's obligations under this Agreement. Upon cessation of the situation which led to a Service Provider claiming Force Majeure under this section the Service Provider shall within two days thereof notify the Corporation in writing of the cessation and the Service Provider 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.

7.29 Prolonged Force Majeure

- 7.29.1 In the event Force Majeure continuously impedes or prevents a Service Provider's performance for longer than seven consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Service Provider, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.
- 7.29.2 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 7.29.3 The Service Provider is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the MSWC in this regard will be final.

7.30 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post / e-mail / hand delivery under acknowledgment to an authorized representative of the respective Parties.

7.31 The Authority reserves the right to:-

Reject or accept the tender, alter/modify/amend the eligibility criteria in the subsequent stages, if deemed necessary. Cancel the process and reject all or any of the tender without assigning any reasons whatsoever.

7.32 Terms and conditions as a part of agreement :

All the terms and conditions of this tender documents shall form part of the tender agreement to be executed between MSWC and Contractor.

Annexure-I

Centres / godowns where PMS services are required.

S. No.	MSWC Region	Revenue District	Warehouse	No. of Godowns	Capacity in MT
1	Aurangabad	Jalna	Jalna (Borkhedi)	20	36630
2	Aurangabad	Beed	Parli V.Tokwadi	06	14820
3	Nashik	Dhule	Dhule (MIDC)	10	21284
4	Nashik	Dhule	Dondaiche (R.R)	06	11100
5	Nashik	Dhule	Dondaiche (W.R)	08	14760
6	Kolhapur	Satara	Satara Jamb Jalgaon	07	13860
7	Kolhapur	Satara	Lonand	14	20440
8	Latur	Latur	Latur P2	10	21790
9	Latur	Nanded	Nanded MIDC	18	29625
10	Nagpur	Chandrapur	Chandrapur Padoli	12	26965
11	Nagpur	Chandrapur	Brahmapuri	7	13690
			Total	118	224964

ANNEXURE – II

PRE-BID QUERIES

PROFOMA FOR PRE-BID QUERIES IN WRITING

1. Pre-bid meeting of the Applicants shall be convened at the designated date, time and place. Only those Applicants who have purchased the tender document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre- bid meeting. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
2. During the course of Pre- bid meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.
3. All clarifications sought by the Applicant with respect to the tender shall be necessarily be submitted in a ‘word format file’ as per the format provided below. The clarification in the specified format should be emailed To Branch Head on qcbranch.ho@mswc.in, (CC: swati.shinde@mswc.in) on or before the schedule date specified in clause 3.2.9

Format for submitting clarification

Sl. No.	Reference Clause Number in tender	Reference Clause	Clarification sought by Applicant

Annexure - III

DECLARATION

(on non-judicial stamp paper of appropriate value,
attested by Notary Public)

1. I _____ Son/Daughter/Wife of _____
am the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid No.....and I agree, confirm and undertake to abide by all the terms & conditions as stipulated in the prescribed Bid document, its Annexures, Appendices and also to furnish signed hard copy of bid document upon award of contract.
3. The information/documents furnished along with the above Bid are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false or incorrect information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.
4. I further undertake that the entire responsibility of the personnel deployed under the contract services will be that of the Bidder.
5. I/We do hereby declare that I/We shall be bound by the act of my/our duly constituted attorney, Shri_ and of any other person who in future may be appointed by me/us in his place to carry on the business of the concern whether any intimation of such change is given to the MAHARASHTRA STATE WAREHOUSING CORPORATION or not.

Yours faithfully,

(_____)
Signature of Bidder
(Capacity in which signing)
Seal

Annexure - IV

Proforma of Work Experience Certificate to be produced by the Tenderer

Sl. No.	Name of the Client Served	Nature of the work/ Contract executed	Contract Period		Product Handled	Volume of Work Handled In MT	Total Value Of work/ Contract executed	Remarks
			Start from	End				

Signature of Authorised Signatory
Seal

Annexure- V

(Reference -----of General Information to Tenderers)

(TO BE FILLED IN BY THE TENDERER)

1.	Name and address of the tenderer, email id & contact No.	
2.	Composition of tenderer:- (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
3.	Business in which the tenderer is employed together with particulars of the Head office and branches, if any, are located.	
4.	Income Tax PAN Card of the tenderer.	

List of Documents Attached

1. Forwarding Letter.
2. Part – A Technical Bid with all its Annexure & Appendix.
3. List of documents enclosed.

Sl. No.	List of documents	(Page No.)
1	Forwarding Letter duly signed & with seal of bidder	
2	Name and address of the tenderer, email id and contact No.	
3	Composition of tenderer:- (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). The name of the proprietor, or all Partners, or, the Directors of the company, as applicable, should be given.	
4	Scanned copy of the prescribed Bid document comprising of complete in all respect along with all Attachments including Appendices, Annexures, and Supporting Documents etc. duly filled and signed on each page by the Bidder	
5	Self- attested scanned copy of documents in support of the Minimum eligibility criteria stipulated in the Bid Document (in PDF format)	

6	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in pdf format) of proof of payment of Tender fee	
7	Scanned copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit (in PDF format) of proof of payment of EMD	
8	Scanned copy of “Particulars of Bidder” as prescribed in Annexure-V	
9	Scanned copy of Declaration as per Annexure-III	
10	Self- attested Scanned copy (in PDF format) of Registered Deed of partnership of the firm, Registered Partnership along with Certificate of Incorporation, Memorandum& Articles of Association and certificate of incorporation of company etc. as applicable	
11	Self- attested scanned copy (in PDF format) of Power of Attorney in respect of Authorized signatory for signing the bids	
12	Self –attested scanned copy (in PDF Format) of the Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company	
13	Self –attested scanned copy (in PDF format) of PAN card of the firm.	
14	Copy of Income Tax Return for last 3 years	
15	Self –attested scanned copy (in PDF format) of TAN card of the firm.	
16	Self –attested scanned copy (in PDF format) of GST registration number of the firm.	
17	Self- attested Scanned copy (in PDF format) of duly audited P&L Account and Balance Sheet of last 4 financial years i.e. 2020-21, 2019-20, 2018-19 & 2017-18.	
18	Experience Certificates Work Orders Annexure - IV	
19	CA Certified Turnover Documents of Last 5 Years 2017-18 to 2021-22	
20	Forwarding Letter & Affidavit (Annexure XII)	

Annexure - VI

Proforma of Bank Guarantee of Security Deposit

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Maharashtra State Warehousing Corporation, at(hereinafter called MSWC) having stipulated furnishing the security deposit in the form of Bank Guarantee under the terms and conditions of the contract No. _____, dated _____ made between the MSWC and M/s (hereinafter called the Bidder) to undertake service (PMS) operations at MSWC depots (hereinafter called the „contract“) for the due performance and fulfillment by the said Bidder of the terms and conditions and obligations contained in the said contract, we (**NAME OF BANK**), (hereinafter referred to as 'the Bank') at the request of M/s(BIDDER/S) do hereby undertake to pay on demand by MSWC an amount Rs. _____(Rupees _____only)..

We (**NAME OF BANK**) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the MSWC. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs _____(Rupees _____only).

We undertake to pay to the MSWC any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (**NAME OF THE BANK**) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for a period of 42 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of the MSWC under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the MSWC certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this

guarantee is made on us in writing on or before (**date**) (42 months to be indicated) we shall be discharged from all liability under this guarantee thereafter.

We, (**NAME OF THE BANK**) further agree with the MSWC that the MSWC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by MSWC against the said consultants and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s)/ consultants or for any forbearance, act or commission on the part of the MSWC or any indulgence by the MSWC to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s).

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (**NAME OF THE BANK**) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MSWC in writing.

Dated the day of for (NAME OF THE BANK)

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the

authorized signatory) NOTES:

- a. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- b. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure-VII

Indicative list of activities required to be carried out by the Service Provider and as be amended from time to time by MSWC which shall be a part & parcel of terms & conditions of the PMS contract.

1. PRE- STORAGE STEPS, if applicable

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

- i. Check up the godowns to ensure that there is no leakage in the roof and walls etc. and drainage is in perfect condition.
- ii. Cleanliness and disinfestation of godowns.
- iii. Estimation of capacity.
- iv. Drawing up of stack plan
- v. Dunnage
- vi. Chemicals for fumigation with sufficient expiry date.
- vii. If the stock is already in storage, the same would be handed over to the service provider on as-is-where-is basis.

2. CHECK UP OF GODOWNS:

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

3. CLEANLINESS AND DISINFESTATION OF GODOWNS:

The godown should be got thoroughly swept and cleaned. If there is any suspicion of infestation, it should be disinfested with Malathion spray, and for stocks Aluminium Phosphide fumigation be carried out.

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 godowns is drawn, as far as possible, the base area of all the stacks should be uniform as far as possible.

5. STACK LINES:

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

6. STACK SIZE:

Actual size of the stacks in godowns should not normally exceed the size of 30 ft. x 20 ft. The stack size would be decided by Area Manager where the Compartment is not of standard size.

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. If the stock is damaged because of not using proper dunnage the cost will be recovered from the payment.

8. KIND OF DUNNAGE:

- i. Wooden crate is an ideal dunnage as it keeps the stacks about 5 inch high from the floor and provides constant circulation of air under the bags.
- ii. 40 Wooden crates of laid-down specification will be used as dunnage under each stack of size 30 ft. x 20 ft.
- iii. Polypallets conforming to BIS standards may be used if wooden crates are not available.
- iv. HEF Dunnage , Sandwich dunnage of Black Polythin roll and Bamboo mats

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. Mentioning no. of bags stocked and entry of disinfections measures.

10. COLLECTION OF SWEEPING:

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

11. STACKWISE REGISTER:

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

12. CARE OF GRAIN DURING STORAGE:

A. CLEANLINESS:

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

B. PROVISION OF SAMPLE BAGS:

Adequate number of sample bags should be provided in each godown. All the samples drawn from the stacks for the purpose of inspection should also be kept in these sample bags. Joint sampling procedure needs to be followed while issuing the stock for PDS.

C. AERATION:

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

D. SPRAYING:

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

Name of Insecticides	Nature of insecticides	Dosages	Remarks
Malathion 50 % CE in the emulsion of 1:100	Contact poison	Walls/alleyways bags surface 3 litres of prepared solution per 100 Sq. meter to control insects and avoid cross infestation.	Every fortnight
Deltamethrin 2.5 % WP with dilution 40 grams per litre.	Contact Poison	Sprayed @ 3 litres solution per 100 square meter	Once in 90 days.

a) DETERMINATION OF SURFACE:

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

E. FORTNIGHTLY INSPECTION:

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

- a. Checkup warehouse walls, roof and floor.
- b. Checkup peripheral, top and bottom layer bags in case of bag storage.
- c. Checkup of representative sample of each stack.
- d. Checkup of stocks of different depths/sides in case of bulk storage.

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

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

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

G. FUMIGATION:

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

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

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

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

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

H. SEPARATE STORAGE FOR DIFFERENT COMMODITIES:

Each commodity should be stored crop year wise in separate stacks with distinct identity.

I. BRUSHING OF BAGS BEFORE SPRAYING / FUMIGATION:

Before stocks are dusted or sprayed, bags should be brushed 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.

J. The Service Provider will also purchase all insecticides required for maintenance of health of stocks during a particular calendar year at least three months in advance.

K. TREATMENT FOR RAIN AFFECTED STOCKS:

In case of receipt of rain affected stocks of wheat/rice the Service Provider shall take necessary salvaging operations and aerate the stocks before stacking to maintain the health of such stocks during storage.

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

As soon as the movement is allotted, Service Provider will get the priority & identification of the stocks to be delivered done from MSWC. Thereafter, the Service Provider will ensure issue of stocks as per the priority given by the MSWC. In case of any deviation in priority, the same has to be authenticated by authorized MSWC representative giving justifications for the same.

14. BRIEF DISCRIPTION OF WORK:

- i. The agency/Service Provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii. The Service Provider shall deploy its personnel to verify the correctness of the receipt/dispatch of stocks by deploying his work force for this purpose and the authorized representative of Service Provider will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the authorized representative of MSWC 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 while the same are in the custody of the Service Provider, the Service Provider shall be liable to make good to the Corporation the value of the goods including, penalties and fines as levied by the concerned Regional Manager, MSWC for such shortage or damage / loss etc. In addition, if there is collusion of the Service Provider in such losses or damage, the concerned Regional Manager, MSWC may levy a penalty as deemed fit. In case of any dispute, the decision of the Chairman & Managing Director, MSWC will be final and binding on the Service Provider.
- iv) The agency/Service Provider shall also ensure receipt/dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the Service Provider for any default in this regard will be governed as per the instructions / procedure contained in the FCI Hqrs. circulars with up to date amendments. It shall be the responsibility of the Service Provider to keep themselves updated with the latest amendments / modifications in the above instructions. Quality complaint of stock received beyond specifications at the time of receipt needs to be lodged.

- v) It may be noted that MSWC has handed over the task of appointing H&T contractors at all these depots to FCI. FCI has already positioned the H&T contractors.
- vi) Moisture meter should be calibrated in time by Service Provider.
- vii) Stamping and certification of Weighbridge and weights required to be undertaken every year by Service Provider.

Annexure – VIII

PROVIDING OF NECESSARY INFRASTRUCTURE FOR PROPER UPKEEP OF HEALTH OF STOCK IN GODOWNS BY THE SERVICE PROVIDER:

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

Sr. No	Name of the item/ article	Specifications	Approximate Quantity Required
1	Wooden Crates	As per specifications enclosed of each crate of 5"x3" in size	40 wooden crates per stack i.e.2880 crates fo
2	Bamboo Mats	For one layer on the crate	2880 mats each of 5"x3" in size
3	Locks	7 levers with 2 keys	2 locks for each shutter and the required quantity for other building
4	Weighing Scale(100 KG)	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
5	Foot Sprayers /Power Sprayer		2 Nos
6	Moisture meter with printing facility	Model No.6005-SL	1 No
7	LDPE Polythene Cover	Size 32"x21"x17" Average Thickness 1000 gauge weight 52 kg	24 Nos
Sr. No	Name of the item/ article	Specifications	Approximate Quantity Required
8	Sand Snakes	Length 40" with dia of 7"	1600 Nos
9	Pokers (iron ake)	IS:2816-1964	4
10	Enamel Plates	IS: 4333-(Part1)-1996 (reaffirmed 2001)	4
11	Sieve Set	IS 460-Part1:1985	1
12	Thermometer	-	1
13	Ladder	-	1
14	Bucket	20 Liters Capacity	2
15	Mug	1 Liter Capacity	2
16	Measuring Glass	100 ml capacity	2
17	Aluminum phosphide	Each tablet of 3 gms (for fumigation purpose)	90 Kgs per fumigation for 10,000 MT (minimum 4 rounds of fumigation in a year)i.e. 360 kgs per year
18	Deltamethrin	Once in 3 months and after fumigation (for spraying)	18 kg in one round of 10,000 MT stock
19	Malathion	Once in 7 days	9 Its for one round of 10,000 MT stock
20	First aid box		

Annexure – IX

NORMS REGARDING QUALIFICATIONS OF TECHNICAL PERSON

1. B.Sc. in Agriculture from a recognized University.

Or

B.Sc. with any of the following subject from a recognized University: Botany / Zoology / Bio-Technology / Bio-Chemistry / Microbiology / Food Science.

Or

B. Tech / BE in Food Science / Food Science and Agricultural Engineering / Bio-Technology from a recognized University / an institution approved by AICTE.

2. Minimum two years' experience in preservation of food grains.

Annexure-X

LIST OF REGISTER/ DOCUMENTS MAINTAINED

THE FOLLOWING REGISTERS ARE TO BE MAINTAINED BY SERVICE PROVIDER IN THE PRESCRIBED REGISTER/ DOCUMENTS

1. Main Gate register
2. Daily Stock Register
3. Insurance register
4. Godown wise register
5. Depositor wise register / Depositor Ledger
6. Stock register
7. Gunny Register
8. Spillage Register
9. Dade Stock Article Register
10. Technical Inspection register
11. Insecticide Register
12. Fumigation register
13. Staff attendance register
14. Storage loss/gain register
15. Storage charges/bill register
16. Watchman register
17. Monthly report and undertaking certifying the quality & quantity of stocks is must. In addition to above any other register/documents prescribed by MSWC, FCI and respective depositor shall also be maintained.




(Signature of tenderer)

Annexure- XI

PRICE BID BOQ

To be submitted online only in prescribed format.
Superscribing “FINANCIAL BID” in Excel Form (BOQ).

PRICE BID (For Providing PMS Services)

  		<u>Item Rate BoQ</u>				
Tender Inviting Authority: Chairman and Managing Director MSWC Pune						
Name of Work: Engagement of Service Provider to carry out Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation						
Contract No: MSWC/BD & QC/PMS/21/2022 Dated 26.05.2022.						
Name of the Bidder/ Bidding Firm / Company :						
<u>PRICE SCHEDULE</u>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder per MT/ per Month (Inclusive of all applicable taxes except GST) Rs. P	TOTAL AMOUNT Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1.01	Preservation (Including Fumigation), Maintenance and Security (PMS) Services for Food Grains and Other Notified Commodities in Godowns of Maharashtra State Warehousing Corporation	1.000	MT		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

ANNEXURE- XII

**FORWARDING LETTER & AFFIDAVIT
(ON RS. 500 NON-JUDICIAL STAMP PAPER)**



Recent photograph of tenderer

From...(full name & address of the tenderer)_____

To,
THE Chairman & Managing Director,
Maharashtra State Warehousing Corporation,
583/B, Market Yard, Gultekadi,
Pune-37

Dear Sir,

1. I submit the Sealed Tender for appointment as Service Provider for PMS services at _____ from _____ to _____.
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I agree to keep the offer open for acceptance upto and inclusive of _____ and to the extension of the said date by 30 days in case it is so decided by the Chairman & MD. I/We shall be bound by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. Demand draft No./ _____ Electronic Clearing System (ECS) Ref. _____ dated _____ drawn on the _____ for Rs _____ Rupees _____ (in words) is enclosed as Earnest Money. In the event of my/our tender being accepted, I/We agree to furnish within fifteen working days of acceptance of the tender Security Deposit as stipulated in the Tender.
5. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.
6. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the MAHARASHTRA STATE WAREHOUSING CORPORATION, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and

conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)

OR

I hereby declare that I, my Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given) (*)

(*) (Strike out whatever is not applicable)

7. I hereby declare that no contract entered into by me, my Firm/Company with the MAHARASHTRA STATE WAREHOUSING CORPORATION, or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/my firm/company/us with the MAHARASHTRA STATE WAREHOUSING CORPORATION, or any department of Central or State Government or any other Public Sector Undertaking during the last five years.
9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the MAHARASHTRA STATE WAREHOUSING CORPORATION shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(Signature of tenderer)
