

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)
Anaj Bhawan, Sector 39-C, Chandigarh- 160036**

Notice for Inviting Tender

e-Tender for purchase of Moisture Meters

Online bids under two bid system are invited from potential parties for purchase of 95 Digital Moisture Meters by Pungrain on behalf of all State Procurement Agencies (SPAs) in the State of Punjab. Bids can be submitted from 11:00 A.M. on 18.03.2023 till 01.00 P.M. on 31.03.2023 through e-Procurement portal of the Government of Punjab i.e. <https://eproc.punjab.gov.in>. The cost of tender is Rs. 5000/- (inclusive of 18% GST, non-refundable). Any further communication will be done through e-tendering site in the form of addendum/corrigendum.

Note: MD Pungrain reserves the right to postpone/ cancel the e-Tender at any stage without assigning any reason thereof.

Managing Director (PUNGRAIN)

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1. Introduction

Online bids are invited from potential bidders for purchase of **95 Digital Moisture Meters** for all State Procurement Agencies (SPAs) in the State of Punjab i.e. Punsup, Markfed, Punjab State Warehousing Corporation and Pungrain. **The quantity of article is likely to decrease/increase by 25% subject to the requirement of SPAs.**

Bids are invited from manufacturers and suppliers under two stage Bid system i.e. Technical Bid and Financial Bid.

The successful bidders has to supply the entire Digital Moisture Meters to all SPAs in the State of Punjab within 10 (Ten) days from the date of issue of Supply Order.

2. Registration of Bidders on e-Procurement Portal:

All the Bidders intending to participate in the tender process are required to get registered on the centralized e-Procurement Portal i.e. <https://eproc.punjab.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on helpdesk number of eProc team: 0172-2970263, 0172-2970284, 6284884511 (Mobile) (Punjab Government working days from 9 AM to 5 PM), Email: eproc@punjab.gov.in

3. Schedule of the Tender Process:

S No.	Particulars	Details
1.	Department Name	PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)
2.	Tender Title	Tender for purchase of Digital Moisture Meters for all State Procurement Agencies (SPAs) in the State of Punjab.
3.	Contact Person	Joint Director (Quality Control) Email: qualitycontrol.fcs@punjab.gov.in
4.	Tender document Fee (Non-Refundable)	Rs 5,000/- (Five Thousand only) is to be paid through online mode available on e-tendering portal https://eproc.punjab.gov.in . In case of any processing fees, it has to be borne by the
5.	EMD (Earnest Money Deposit)	INR 50,000/- (Fifty Thousand) through online mode only available on e-tendering portal.
6.	Date of publishing of bid	Date 18-03-2023 (Saturday) by 11.00 AM
7.	Pre-Bid Meeting	Date 21-03-2023 (Tuesday) at 03.00 PM
8.	Release of Corrigendum (If required)	Any time before opening of the bids on e-tendering portal https://eproc.punjab.gov.in
9.	Last date and Time for Submission of Bids	Date 31-03-2023 (Friday) at 01:00 PM
10.	Tender opening date and time (Technical Bid)	Date 31-03-2023 (Friday) at 02:00 PM
11.	Date and time for opening of Financial Bids	To be intimated later
12.	Validity of Bids	The bids shall remain valid for a period of a minimum of 45 (Forty Five) days from the last date of submission.
13.	Approximate Quantity of articles	95 devices, The quantity of article is likely to decrease/increase by 25% subject to the requirement of SPAs.
14.	Method of Selection	Least Cost Selection(LCS)
15.	Website for Tender Reference	https://eproc.punjab.gov.in

Note: All corrigendum /addendums /clarifications regarding this Tender shall be posted on the above mentioned websites only. No other separate communication or advertisement will be given.

The e-tendering portal would not allow any late submission of bids after due date and time as per server time.

Purchaser shall not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.

4. Specifications:

The Digital Moisture Meter along with printing facility should be as per specifications mentioned in **FCI letter No.QC.18/RL(Pb)/Genl. Corress/2021-22 Dated: 10.03.2022.**

Item	Minimum Specifications
Universal Auto Call Digital Moisture Meter with accessories (with printer)	(Steel body, alphanumeric LCD displaying moisture percentage, temperature , Range 4.0-40%, Accuracy: 0.2%, Membrane keypad, auto calibration, weight not more than 24kg, commodity calibration-food grains pulse, oil seeds etc. It should have facility to print moisture percentage, temperature other details through printer, facility for transferring recorded data to PC, Data storage capacity should be 200 readings) Provision of auto calibration.

5. Eligibility Criteria for Technical Bid:

Following are the minimum eligibility criteria based on which Bidder shall be evaluated for eligibility for further processing:

SN	Eligibility Criteria	Supporting documents
1.	Bidder should be either: <ul style="list-style-type: none">• A company/ sole proprietor registered under the Indian Companies Act, 2013 / 1956 OR• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR• A partnership firm registered under the Indian Partnership Act, 1932	<ul style="list-style-type: none">• Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.• Certificate of establish Sole Proprietorship or Attested copy of partnership Deed with status of signatory, Authority letter/Power of Attorney etc. as the case may be.• Certificate of incorporation and certificate for commencement of business.• Memorandum of Association, Articles of Association, particular of subsidiaries and holding companies (in case of Public Limited Company).
2.	Bidder should have minimum annual average turnover of Rs. 1 crore (One Crore only) for last 3 Financial Years i.e. 2019-20, 2020-21 and 2021-22 for which Bidder's accounts have been	<ul style="list-style-type: none">• Audited Financial Statements OR• Certificate from statutory auditors clearly certifying the turnover requirements.

SN	Eligibility Criteria	Supporting documents
	audited.	
3.	<p>The Bidder shall submit the undertaking that the Bidder :-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./Central Govt./Board, Corporations and Government Societies / PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. And their directors, partners and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.</p>	<p>Self-Certified letter</p> <p>Format attached at Annexure III</p>
5.	The Bidder should have valid GST registration certificate and PAN in the name of Bidder.	Self-certified copy of relevant valid certificates
6.	The Bidder must ensure to deposit the tender document fees and EMD	Relevant online submission proof
7.	The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors / Partners of the Bidder to sign the bid on their behalf.	Authorization letter Format attached at Annexure - I
8.	The Bidder shall be manufacturer or authorized distributor of the OEM for digital moisture meter.	<p>Authorization by the OEM to give Manufacturers Authorization letter as per the enclosed format on Annexure-II.</p> <p>Note: In case OEM itself is a Bidder, it shall not give MAF to other Bidders.</p>
9.	Indicates the details of manufacturing capabilities and facilities for manufacturing of digital moisture meter.	Relevant document proof (Signed Copy)

SN	Eligibility Criteria	Supporting documents
10.	Whether the digital moisture meter manufactured, by firm is a proprietary product (if so, enclosed patent certificate).	Relevant document proof (Signed Copy)
11.	Scanned copy of this tender document, corrigendum (if any), clarification issued by Purchaser, duly signed and stamp on each page by the authorized signatory of the Bidder as a mark of acceptance of all conditions of this tender.	Signed and stamped copy of the tender by the authorized signatory.

Note: The Bidder needs to scan and upload all the documents as mentioned in the column “**Documents required**” as part of Technical criteria mentioned in the tender. No Hard copies shall be accepted.

Start-ups as a sole bidder in the state of Punjab will be provided relaxation as per the "Relaxation of Norms in Public Procurement for start-ups based in Punjab" notified by Department of Industries and Commerce (Controller of Stores), Govt. of Punjab vide notification no. COS/start-ups/2019/11288 dated 16-08-2019. The entity should be registered as a start-up as per chapter 16.1 of detailed scheme and operational guidelines, 2018 of Industrial and Business Development Policy 2017 issued by Department of Industries and Commerce, Govt. of Punjab. Registered Start-ups will submit the self-attested copy of the registration along with their Technical bid, in order to avail the relaxations.

6. Financial Bid

- The Bidders who qualify as per the Technical Criteria of this document will be eligible for the Financial Bid Evaluation. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.
- Financial bid needs to be submitted online only on the State e-tender portal i.e. <https://eproc.punjab.gov.in> in the format given in **Annexure-IV**. If any, Freight On Road (FOR) destination anywhere in Punjab (shall be in net rates to be quoted).
- No hard copies or Scanned copies will be accepted.
- The quantity of digital moisture meter can be increased or decreased upto 25% accordingly to the requirement of all SPAs and bidder (s) shall not be entitled to

any revision of rates and terms and conditions will remain unaltered due to such deviation.

7. Demonstration:

Bidder (s) will be required to bring one sample of digital moisture meter for demonstration before the committee, at the time of opening of Technical Bid.

8. Inspection of materials:

- a) The machine should be tested/calibrated from National Physical Lab (NPL), GoI or any Authorized Govt. Lab.
- b) Further, any representative sample(s) may be put to inspection at an appropriate laboratory for the purpose as per decision of Pungrain, for technical checks and to verify whether the moisture meter confirms to the laid down specification.
- c) Report of such Inspection/certification shall be considered by the competent authority in Pungrain, whose decision shall be final and binding on bidder.
- d) All the expenses, whatsoever, to be included on inspection/certification of the moisture meter in appropriate laboratory at the discretion of Pungrain shall be borne by the bidder.

9. Delivery period /dispatch of Digital Moisture Meters :

Bidder(s) whose offer would be accepted will offer requisite qty. of Digital Moisture Meters for supply within 10 (Ten) days from the date of supply order.

10. Validity:

The rates quoted in the bid shall remain valid for a period of 45 days from the date of opening of tenders. No offer shall be allowed to be withdrawal within the validity period. In case any bidders withdraw his/their offer(s) within validity period, the EMD shall be forfeited and purchase shall be made at his/ their risk & Cost.

11. Warranty, Guarantee & Service of Moisture Meters:

A. Warranty:

The tenderer will have to declare that the above article offered for sale to Pungrain/SPA's shall be of the best quality (and workmanship) and shall be strictly in accordance with such specifications and particulars contains/mentioned in the tender. The purchases made by Pungrain shall be at the warranty of the seller (i.e. tenderer) that the above article notwithstanding the fact that the purchaser(inspector) may have inspected and/or approved the said

goods/stores/articles, if during the aforesaid period of **thirty six calendar months**, the said moisture meter are discovered to be not confirming to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive), Pungrain will be entitled to reject the said equipment under such condition. On such rejection of the goods/stores/article, the seller (i.e. Tenderer) shall arrange services & repair & refurbishing whatsoever it may be, as desired by Pungrain.

B. Guarantee:

For a period of **thirty six calendar months** from the date of delivery of the above articles, the tenderer shall be responsible for any defects, that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the stores. Under this the tenderer shall replace the defective above articles within 15 days with new articles of specified quality and specifications.

C. Service:

The bidder shall also be responsible to provide free service / calibration facilities **(necessarily before every procurement season i.e. RMS & KMS)** at the centers where such facilities exist or duly authorized agent/store under the same when called upon to do so in respect of stores for a period of **thirty six months** from the date of supply.

12. Packing:

The instrument shall be supplied with operation manual. The equipment should be properly packed in light wooden portable box for routine field work and for repacking to avoid any loss or damage in transit. The moisture meter shall also be provided with good quality rain/plastic cover.

13. Marking:

On the moisture meter the following detail should be clearly and indelibly marked:

- a) manufacturer's name or trademark
- b) Type of meter Model No.
- c) Accuracy class
- d) Supply voltage and Country of manufacture.

14. Payment:

80% Payment of the total bill, after delivery against proper, acknowledgments of the digital moisture meter as per specifications at the designated center shall be made by respective SPA's Head Office against production of bill along with the inspection report and receipt issued by the concerned District Manager. Balance 20% payment will be released after execution of the complete order.

15. Insurance of Moisture Meter:

The digital moisture meters shall be insured against transit losses /damages by the bidder at his/ their own cost. It will be the responsibility of the bidder to lodge and pursue the claims etc. and to make correspondence with the concerned insurance authorities in respect of losses in transit/damage, if any occurs.

16. Earnest Money:

The bidder shall pay to “Punjab State Grains Procurement Corporation (PUNGRAIN), Chandigarh” an amount of Rs. 50,000/- (Fifty Thousand) as Earnest Money Deposit for the due performance of stipulations to keep the offer open. The earnest money shall be deposited in the designated account of Pungrain at eProcurement website <https://eproc.punjab.gov.in> through e-payment gateway only. Tenders not accompanied by the required amount of earnest money shall be outrightly rejected. If the bidder after submitting his tender, does not keep his offer open or does not deposit requisite security within a week's time from the date of acceptance of his/her their offer or modifies the terms and conditions thereof in a manner not acceptable to The Punjab State Grains Procurement Corporation (PUNGRAIN), Chandigarh. Then the same will be rejected and the earnest money will be forfeited. In such event, The Punjab State Grains Procurement Corporation (PUNGRAIN), Chandigarh shall be within its rights to recommend for blacklisting the said bidder/firm for one year. Subject as aforesaid, the Earnest money of all unsuccessful bidders will be auto refunded after finalization of the tenders but the Pungrain shall not be liable to pay any interest thereon.

17. Security Amount:

I. The successful bidders will have to deposit 5% of total value of tendered quantity (inclusive of EMD) with Pungrain within four working days from the date of supply order. In case the security money is not deposited, earnest money will be forfeited.

- II. Security amount will be forfeited, in case of any default or any violation of the terms and conditions or the non-acceptance of the supply order on the part of the bidder. Pungrain will not be liable to pay any interest on the security.
- III. In case any defects found in the digital moisture meters on its receipts at destinations the same will become the responsibility of the successful bidder and the loss so determined (if any) will be deducted from the security of the bidder.
- IV. The security deposit shall be released by the Head Office of Pungrain on production of no objection certificates by the bidder from the receiving district after successful completion of guarantee period or three years.

18. Risk Purchase:

In the event of failure of the bidder to execute the entire supply order, or to supply the moisture meters in the stipulated period, their security in whole or part of the liable to be forfeited. Pungrain reserves the right to make risk purchase of the digital moisture meters at the risk and the cost of bidder (s). The decision of the Managing Director in this respect shall be final and binding on the bidder (s).

19. Liquidated Damage:

The moisture meters are to be supplied within a stipulated period as per Clause no. 9 of tender document. For the delay in the supply of the digital moisture meter liquidated damage at 2% of the value of the material not delivered may be levied for each week or part thereof shall be levied on the bidder as LD Charges. In case the bidder/ supplier fails even to supply the digital moisture meters within two week after the receipt of the satisfactory inspection report, the same shall be purchased at his risk & cost.

20. Arbitration

- I. All the disputes and difference arising out of or in any manner touching or concerning the agreement whatsoever, shall be referred to the sole arbitration of an Arbitrator to be appointed by the Pungrain from the panel of the independent Arbitrators. The second party will have no objection to the appointment of the Arbitrator from the panel of Independent Arbitrators maintained by Pungrain, which is in consonance with the 7th schedule of the Arbitration & Conciliation Act, 1996. The award of the Arbitrator shall be final

and binding on the parties to the contract. In the event of death of an Arbitrator or his being transferred or vacating his office or being unable to act for any reasons, the Managing Director, Pungrain at the time of such transfer, vacation of office, death or inability, shall appoint another person, to act as Arbitrator.

II. Subject to aforesaid, the Arbitrator & Conciliation Act, 1996 (as amended in 2015) or any statutory re-enactment or modifications thereof shall apply to the arbitration provided under this clause. The fee of the Arbitrator so appointed shall be governed by the terms and conditions of the Pungrain.

III. All the disputes shall be subject to jurisdiction of courts at Chandigarh (UT) alone.

21. Agreement

Acceptance of the tender by Pungrain as per terms and conditions shall constitute a valid and legal contract between bidder and buyer and execution of the separate deed would not be necessary.

22. General Conditions

The party should have registered GST no. meant for dealing with such equipment the tenderer (s) should have valid manufacturing license.

The Managing Director, Pungrain reserve the right to accept or reject any or all tenders without assigning any reasons.

Pungrain will have right to issue supply orders in phases to any one or more bidders whose tenders are accepted.

Pungrain has the right to place the order on any bidder or may split it to more than one bidder as deemed.

I on the behalf of M/s.....
have gone through the terms and conditions as above which are acceptable to us.

Signature of bidder
Address:
Rubber stamp of Firm:
Date
Place:

Annexure- I : Letter of Authorization

Self- declaration

(To be submitted in Bidder's Letter Head)

To,

Sir,

Sub: Letter of Authorization

<Name>_____ <Designation> _____ is hereby authorized to sign & stamped relevant documents on behalf of the <Company> in dealing with this tender Document published vide No. _____ dated_____. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory (s) of the Company <Name> <Designation> <Seal>	Signature of the person authorized by The Successful Bidder <Name> <Designation> <Seal>
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Annexure- II - Manufacturer Authorization Form (MAF)

To

Date

Sir,

I/ we hereby authorize M/s_____to undertake to submit a Bid, and subsequently negotiate and sign the contract with the purchaser against Tender Ref No: _____for the (type the Description of goods) developed by us. I/ we hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

I/ we also undertake to provide timely supplies as per terms of the tender and as agreed mutually and also to provide trouble-free and continuous support either directly or through our authorized partners under our supervision during the said support period. We will provide the necessary support in the event of up- gradation of any of the software is necessitated while providing the support will arrange for complete replacement of the item(s) with an equivalent / higher version.

For this tender I/ we authorize M/s._ (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble-free and continuous supply and services to the end-user rests with us, and I/ we undertake to provide supply and services directly or through our alternative sales/service partners.

In case of violation of any of the conditions above, I/We understand that I/We are liable to be blacklisted by the Pungrain for a period of five years.

(Signature)

Annexure-III – Declaration format (on Company Letterhead)

To,

Subject: Declaration for not being under ineligibility for corrupt, fraudulent or performance basis practices or blacklisted/debarred with any of the Government or Public Sector Units.

Reference: Tender Ref No....

Dear Sir/Madam,

We confirm that our company or firm, _____, is as on the date of submission of this Bid: -

- A. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted/debarred by any State Govt./Central Govt./Board, Corporations and Government Societies / PSU for any reason.
- B. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- C. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of three years as on date of submission of Bid or not have been otherwise disqualified pursuant to debarment proceedings.

Thanking you,

Yours faithfully,

(Signature of the Bidder) Printed Name

Designation Business Address:

Annexure - IV - Financial Bid Format

I/We agree that this offer will be subject to the Terms & Condition mentioned in the Tender

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

Sr. No.	Item Description	Rate Per device (Inclusive of all taxes and levies) To be submitted online only	Quantity offered by the Bidder
	1	2	3
1.	Digital Moisture Meter	XXXXXXXXXXXXXX	

Note 1: Prices in Financial Bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words shall prevail, in the event of any mismatch.

Note 2: The quantities mentioned in the tender document are indicative and the department reserves the right at the time of issuance of supply order to increase or decrease the quantity from the original requirement without change in the price and other specified terms & conditions of the tender document.

Instructions to fill the Financial Bid:

- 1 Bidder should provide all prices as per the prescribed format. The bidder should not leave any field blank.
- 2 The rates quoted should be inclusive of all/ applicable taxes and levies.
- 3 All the prices are to be entered in Indian Rupees ONLY (% age values are not allowed)
- 4 The financial bid should be uploaded online in a specific BOQ to the department.