

Tender No.: PEG/PMS/2022

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DETAILED NOTICE INVITING e-TENDER

e-TENDER FOR ENGAGEMENT OF SERVICE PROVIDER(S) TO PROVIDE PRESERVATION, MAINTENANCE AND SECURITY (PMS) SERVICES FOR FOOD GRAINS STORED IN GODOWNS CONSTRUCTED UNDER PRIVATE ENTREPRENEUR GUARANTEE (PEG) SCHEME OF GOI/ FCI, IN THE STATE OF PUNJAB AND HIRED BY PUNGRAIN ON 'LEASE ONLY' BASIS.

Cost of tender document: **INR 25,000/-**
(to be paid online and submit receipt alongwith bid)

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INTRODUCTION

1. Punjab State Grains Procurement Corporation Limited (PUNGRAIN) is the designated Nodal Agency for the implementation of Private Entrepreneur Guarantee (PEG) 2008 scheme of GOI/ FCI and accordingly, is responsible for taking care of the Preservation, Maintenance and Security (PMS) of the food grains stored therein.

2. INVITATION TO BID

For and on behalf of the PUNGRAIN, (hereinafter called the Corporation) the, Managing Director, PUNGRAIN, invites cluster-wise online bids under two bid system i.e. technical bid and financial bid through **<https://eproc.punjab.gov.in>**, from eligible bidders to provide Preservation, Maintenance and Security (PMS) services for food grains stored in godowns hired by PUNGRAIN on 'lease only' basis under Private Entrepreneur Guarantee (PEG) 2008 scheme of GOI/ FCI, in the State of Punjab, as tentatively indicated in **ANNEXURE-I**, as per technical manual of FCI and/ or norms prescribed by FCI/ PUNGRAIN indicated in **ANNEXURE-II** and as per instructions issued by FCI/ PUNGRAIN from time to time.

3. OBJECT OF THE CONTRACT

The Bidder/ Service Provider shall render all services mentioned/ prescribed in this e-tender document and also as directed from time to time by the authorized representative of PUNGRAIN at the godown or any other officer on behalf of PUNGRAIN/ FCI, alongwith such additional auxiliary and incidental duties, services and operations as may be indicated by the authorized representative of the PUNGRAIN/ FCI at the PEG Godown and/ or any officer acting on his behalf and are not inconsistent with terms and conditions of this tender.

GENERAL TERMS & CONDITIONS

4. DEFINITIONS/ ABBREVIATIONS: -

- i. 'AUB'** means actual utilization basis i.e. the capacity hired by PUNGRAIN, as per taken over by the FCI on actual utilization basis.
- ii. 'CORPORATION'** means the Punjab State Grains Procurement Corporation Limited (PUNGRAIN).
- iii. 'CWC'** means Central Warehousing Corporation
- iv. 'DISTRICT MANAGER (DM)'** means concerned District Manager of PUNGRAIN, in jurisdiction of which the warehouse is located.
- v. 'FCI'** means Food Corporation of India.
- vi. 'GHB'** means guarantee hiring basis i.e. the capacity hired by PUNGRAIN as per taken over by the FCI on guarantee basis.
- vii. 'INSPECTOR'** means the concerned Inspector posted in the particular warehouse unit/units, on behalf of PUNGRAIN.
- viii. 'MANAGING DIRECTOR (MD)'** means the Managing Director of the PUNGRAIN.
- ix. 'PEG Scheme'** means Private Entrepreneur Guarantee 2008 scheme of Government of India.
- x. 'PMS'** means Preservation, Maintenance and Security services.
- xi. 'Bidder/ Service Provider'** means entity, which has participated in the e-tender for providing PMS services under this tender.
- xii. 'SERVICES'** mean the performance of work enumerated in **Annexure 'II'** including such

auxiliary, additional and incidental duties, services and operations as may be indicated by the local authorized representative of the corporation or any person authorized by him in this behalf and are not inconsistent with the terms and conditions of this tender.

- xiii.** **'SPA'** means State Procuring Agencies.
- xiv.** **'STOCKS'** means food grains stored in the PEG godowns.
- xv.** **'WAREHOUSE'** or **'PEG Godown'** means the godown constructed by Private Investor(s) under PEG-2008 scheme of Food Corporation of India.

5. ADDRESS FOR CORRESPONDENCE

5.1 The address for correspondence with PUNGRAIN will be 'Managing Director, *Anaaj Bhawan*, Sector 39-C, Chandigarh'.

5.2 For all purposes of this contract, the address and email id of the Bidder/ Service Provider mentioned in the bid shall be the address/email id to which all communications shall be sent, unless the Bidder/ Service Provider has notified a change by a separate specific letter through registered post/ speed post/ email with due acknowledgement. Further, the Bidder/ Service Provider shall be solely responsible for the consequence of any omission to notify a change of address in the manner aforesaid.

6. PERIOD OF CONTRACT

6.1 The contract shall remain in force for a period of two years (2 years).

6.2 The said period of contract can be further extended by one year (1 year) or made coterminous with the hiring of PEG godowns by FCI, whichever is earlier, at the sole discretion of PUNGRAIN. Further,

if zero stock level is not achieved during the last month of the original/ extended contract period, PUNGRAIN may at its discretion extend the contract on actual utilization basis, for such further period required to liquidate the stocks, but not exceeding six months.

7. PREPARATION OF BIDS

7.1 Bid documents and all related correspondence/ documents in relation to the bid process shall be submitted in English language only. Bidder shall ensure that both the parts of bid i.e. technical & financial are submitted in prescribed format. 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 language, duly authenticated and certified by the bidder.

7.2 The bidder should upload the legible scanned copies of duly filled in/ completed/ signed (on each page) copy of required documents in the serial as mentioned in the list attached with format of Technical Bid alongwith copies of *Aadhaar* card/ passport of proprietor/ all the partners/ all the directors, as the case may be and a copy of PAN card of the firm/ company.

7.3 Incomplete bid/ tender in respect of required documents or information shall be rejected.

7.4 In event of the space being found insufficient for the required purpose of filling the information, 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/ Bidder/ Service Provider. In such cases, reference to the additional pages must be made in the tender form.

7.5 A pre-bid conference will be held on 13-12-2022 at 11:30 AM at Anaj Bhawan, Sector 39, Chandigarh, wherein, all the intending bidders can participate and clarify any queries / details, if required.

8. VALIDITY OF BIDS

The bids shall remain open and valid for acceptance up to 90 days from the date of opening of technical bid. However, PUNGRAIN reserves the right to extend the said period by 30 days for a maximum of three times, however, the total period of bid validity shall not exceed by 180 days and such extension(s) shall be binding on the bidders. If the last date, up to which the offer would remain open, is declared a holiday for PUNGRAIN, the offer will remain open for acceptance till the next working day.

9. WHO CAN APPLY

Any of the following, who fulfils the eligibility conditions stipulated in this tender document, can apply/ submit bid:

- i.** Individual Proprietor or HUF
- ii.** Registered Partnership Firm
- iii.** Company or Trust or Society

10. CONSTITUTION OF BIDDER/ SERVICE PROVIDER(S)

10.1 Bidder/ Service Provider at the time of submission of bid shall declare, whether they are sole proprietary concern or partnership firm or company or any other corporate body. The Bidder/ Service Provider shall also nominate/ designate a person(s) in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie. The Bidder/ Service Provider shall require to submit 'Power of Attorney' in favour of the person(s) so nominated whose act shall be binding on the Bidder/ Service Provider.

10.2 The Bidder/ Service Provider shall not during the currency

of the contract make, without the prior approval of the PUNGRAIN, any changes in the constitution of the organization/ firm. The Bidder/ Service Provider shall notify to the PUNGRAIN the death/ resignation of the partners/ directors immediately on the occurrence of such an event.

11. SIGNING OF BIDS

11.1 Person(s) signing the bid shall submit an authority enabling him/ her to do so on behalf of the firm/ organization/ company, e.g. whether signing

- a)** As a "sole proprietor" of the firm or his attorney;
- b)** As a "partner" or "authorized attorney" of the partnership firm;
- c)** As a Secretary/ Manager/ Director/ Karta/ Duly Constituted Attorney etc. of companies and partnership firms registered under the Indian Companies Act, Indian Partnership Act and HUF.

11.2 In case of Partnership firm, the names of all partners should be disclosed and the bid shall be signed by all the partners or duly authorized person on behalf of all the partners. An attested copy of the partnership deed shall be furnished along with the Bid.

11.3 In case of company, the names of all the Directors shall be mentioned. The attested copies of 'Certificate of Incorporation', 'Memorandum of Association' & 'Articles of Association' shall be furnished along with the Bid.

11.4 In case other than proprietor, an attested copy of the resolution passed by the firm/ company authorizing the person signing the Bid to do so on behalf of the firm/ company shall be attached with the bid. Such resolution should be in clear and

unambiguous terms providing the details & identity of the Authorized person and attesting signatures of authorised signatory.

11.5 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 attested by a Notary Public in his favour, stating that he has authority to bind such other person(s)/ firm/ company, as the case may be, in all matters, pertaining to the present tender/ contract. For this, a declaration in the format prescribed at **Annexure-IV** shall also be submitted by the bidder.

11.6 If the person, so signing the bids, fails to produce necessary documentary proof of his/ her authority as indicated above, his/ her bid shall be summarily rejected without prejudice to any other rights of the PUNGRAIN under the law.

12. ELIGIBILITY CRITERIA FOR BIDDER

12.1 The bidder should have:-

- a.** An annual average turnover of at least INR 5.0 Crore per each cluster for last three consecutive audited financial years.
- b.** Positive net worth of INR 1.5 Crore per each cluster excluding residential house/ residential property for which bid is tendered as on last date of preceding financial year i.e. 31.03.2022 and should be a profit making company/ firm during the last three years.
- c.** Working capital equal to three months value of work (three months * capacity of cluster in MT * Rs 27.50) for each cluster applied for.

In case, bid is being submitted for more than one cluster by the tenderer, the tenderer shall be required to have

above-mentioned annual average turnover, net worth & working capital separately for each cluster. The bidder is required to upload the documentary proof for Annual average turnover, net worth, working capital and profits, duly certified by a practicing Chartered Accountant.

12.2 The tenderer(s) must have at least 3 years prior experience in providing Preservation, Maintenance & Security (PMS) services of food grains at par with FCI/ CWC/ SWC/ SPA/ PEG. Tenderer should have successfully executed in any of the immediately preceding five years the Preservation, Maintenance & Security (PMS) of food grains for minimum of 3 years having work value of:

- i. at least 60% of the estimated value of the contract to be awarded, in one single contract;

OR

- ii. at least 40% of the estimated value of the contract to be awarded, in each of the two different contracts.

The tenderer is required to furnish the documentary proof in the technical bid for having such experience.

12.3 Tenderer should have at least 40 (forty) regular employees on its roll out of which 7 (seven) employees should possess minimum qualification and experience of preservation and maintenance of food grains/ agricultural produce as prescribed in **Annexure-III**, per each cluster for which bid would be submitted.

12.4 The bidder/ service provider should possess a valid Fumigation license or have applied for the same with the appropriate authorities for buying and using the required chemicals for fumigation of stored food grains, which is required to remain valid for the period of this contract. The service provider shall have to submit the required documents in support, as the case may be.

12.5 The bidder/ service provider should possess a valid EPF code required for payment of EPF to the workers and would be required to submit a declaration that the service provider is not a defaulter of EPF.

12.6 The bidder service provider has to deposit an amount equivalent to Rs 5/- per MT of the storage capacity of godown(s) in a cluster, for which the bid is submitted, towards Earnest Money Deposit (EMD) through online payment gateway of the e-tendering website by RTGS/ NEFT/ ELECTRONIC MODE. The acknowledgment of depositing EMD has to be uploaded alongwith the bid. Bids not accompanied by earnest money in the prescribed form shall be summarily rejected.

12.7 The bidder business entity as well as its Owner/ Partners/ Directors/ Members/ Trustees, etc. have to maintain a CIBIL Micro Small and Medium Enterprises (MSME) Rank score of 6 and below and a CIBIL score of 600 and above respectively. In case the individual bidders or business entity's CIBIL Score/CIBIL MSME Rank has been reported to be less than 600/ more than 6 respectively, due to some past irregular financial transaction and they have now cleared the irregularity with the concerned Bank or have made an arrangement with the concerned Bank for clearance of the said irregularity but the same is not being reflected in their CIBIL Score, it is clarified that the bidder, who have cleared their irregularities with the Bank, may be considered subject to the submission of "Irregularity Clearance Certificate/NOC" from the lender bank(s)/ leader of the consortium of the banks of the bidder in which he is having irregularity in loan/ limit/ other account.

Note:

1. The year for the purpose of experience will be taken as Financial Year (1st April to 31st March) excluding the financial year in which tender enquiry is floated.
2. Working capital would be calculated as positive difference between current assets over current liabilities as on date of last audited balance sheet of the bidder.
(Working capital = Current Assets – Current Liabilities)
3. Experience certificate in the proforma prescribed at **Annexure V** shall be produced from clients stating proof of satisfactory execution and completion of the contract(s) besides duly certifying nature, period of contract, and value of work handled.
4. The estimated value of the contract for the tender shall be determined by taking INR 2.75 per quintal per month as PMS charges for the total capacity of the offer/ bid.

13. EARNEST MONEY DEPOSIT (EMD)

13.1 The bidder has to deposit an amount equivalent to Rs 5/- per MT of the storage capacity of a cluster(s), for which the bid is submitted, towards Earnest Money Deposit through online payment gateway of the e-tendering website by RTGS / NEFT/ ELECTRONIC MODE. The acknowledgment of depositing EMD has to be uploaded with the technical bid. Bids not accompanied by earnest money in the prescribed form shall be summarily rejected.

13.2 The earnest money shall be liable to forfeiture if the bidder after submitting his tender, resiles from his offer and/or modifies the terms and conditions thereof in any manner. The earnest money is also liable to be forfeited in the event of the service provider's failure after the acceptance of his tender to furnish the requisite security

deposit by the due date without prejudice to any other right or remedies of the PUNGRAIN under the contract and law.

13.3 The EMD of the bidder(s), who will not keep the offer open for the prescribed period in clause 8 above, shall be forfeited, without prejudice to any other rights and remedies of PUNGRAIN against the bidder and the bidder will further be debarred from participating in any other Bid Enquiry with PUNGRAIN for a period of three years

13.4 In event of the bidder submitting the conditional tenders, the EMD of such bidders will be forfeited. Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after a final decision on tenders is taken.

13.5 If at any stage it is found that any information supplied by the bidder is incorrect, PUNGRAIN reserves the right to initiate appropriate legal proceedings including forfeiture of EMD/ Security deposit & termination of the contract.

13.6 No interest shall be payable on the amount of earnest money paid in any case.

13.7 On request of the bidder, Earnest Money Deposit of the successful bidder(s) can be adjusted towards the total amount of security deposit to be paid at the time of signing of contract, if the contract is awarded.

14. DISQUALIFICATION CONDITIONS

14.1 If the proprietor/ any partner / any director of the bidder firm, who have been blacklisted or otherwise debarred by PUNGRAIN, FCI or any department of Central or State Government or any other Public Sector Undertaking, such tenderer will be ineligible during the period of such blacklisting.

14.2 If the proprietor/ any partner/ any director of the bidder firm, at any time, has been convicted by a court and sentenced to

imprisonment, during last five years, such tenderer will be ineligible.

14.3 Any bidder whose contract with the PUNGRAIN, Food Corporation of India, 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.

14.4 Bidder, whose Earnest Money Deposit (EMD) and/or Security Deposit has been forfeited by PUNGRAIN, Food Corporation of India or any department of Central or State Government or any other Public-Sector Undertaking, during the last five years, will be ineligible.

14.5 Bidder shall ensure that none of his employees should have criminal antecedents regarding embezzlement or misappropriation of stocks. If at any stage later, it is found that any employee/ official of the bidder has criminal antecedents regarding involvement in embezzlement/ misappropriation of food grain stocks of any Government agency, the bidder/ service provider would be held responsible for same.

14.6 If an FIR/ criminal complaint against the bidder, on account of any embezzlement/ misappropriation of food grain stocks of any Government agency, has resulted into any conviction by the Court of Law then such bidder would be ineligible to participate in the tender.

14.7 The constitution/ title/ ownership of the bidder entity must be free from any litigation and also there should be no dispute between the management of the business/ bidder entity. An affidavit in this regard is to be submitted by the bidder.

14.8 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/ director of another firm/ company) will render the bidder disqualified.

15. ONLINE SUBMISSION OF TENDER

15.1 Before the last date & time as notified, the bids shall be submitted online in two parts, viz., technical bid and financial bid through the e-tendering/ NIC Portal of Govt. of Punjab i.e. <https://eproc.punjab.gov.in>. The Bids complete in all respects along with legible copies of duly filled attachments including appendices, annexures, and supporting documents etc. are to be legibly scanned and uploaded at the space provided in the portal by the authorized signatory as stipulated in the tender document. It is clarified that in no case, the physical/ hard copy of the bid documents will be accepted.

15.2 The onus of ensuring fulfillment of the eligibility condition would be on the bidder and any bid, if subsequently found ineligible would be summarily rejected.

15.3 If any of the documents are found to be forged/ fabricated at any stage or any concealment on the part of the bidder is found at any stage, PUNGRAIN shall have the right to take action for blacklisting the bidder from participation in any more tenders for three years, apart from initiating legal/ penal action under the applicable law(s) for causing any loss/ damage and to disqualify/ summarily terminate/ reject the contract/ bid without prejudice to any other rights or remedies that the PUNGRAIN may have under the Contract and Law.

15.4 The bidders shall submit original/ attested copies of the complete technical bid alongwith all the annexures and corrigendum/ addendum, if any, **after opening of the technical bid**, with

PUNGRAIN, upto the next day of such opening, to enable PUNGRAIN to physically verify the authenticity of the documents. It is clarified that such copy of the complete technical bid submitted must be the same as the online/uploaded version.

15.5 The indicative list of documents to be submitted along with Bid are mentioned in the list attached with format of Technical Bid.

15.6 Bids which do not comply with instructions, stipulated in this tender document, shall be summarily rejected.

15.7 The bidders shall not incorporate any condition in the bids. Any conditional bid(s) or bids, which are not submitted strictly in accordance with the tender terms shall be summarily rejected.

15.8 No opportunity shall be given to the bidder to withdraw offer/ bid at any stage after submission of the bids.

15.9 While preparing the technical and price bid, bidders are expected to provide correct and relevant information.

15.10 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 upload the legible scanned self-attested copies of the supporting documents along with the technical bid document to enable the PUNGRAIN to verify & evaluate the bids.

15.11 The technical bid shall not include any information sought in the financial/ price bid. All other bid documents, except price bid, shall be enclosed with the technical bid.

15.12 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.

15.13 The bidder shall bear all costs associated with the preparation and submission of its bid, and PUNGRAIN will in no case,

be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15.14 The bidder shall submit the financial proposal in the price bid template provided along with this document online, clearly indicating the total cost/ amount of the bid in both figures and words, in Indian National Rupees (INR) for each cluster (mentioned at **Annexure-I**) separately, digitally signed by the bidder.

15.15 PUNGRAIN shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the bid.

15.16 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.

15.17 SUBMISSION OF FINANCIAL BID

The bidder will quote rate (exclusive of GST) for PMS services per quintal per month for the capacity of a cluster(s) for which bid is submitted, as detailed in **Annexure-I**. These rates shall be exclusive of GST and inclusive of other local/ statutory taxes, duties, cess etc. as applicable. For capacities hired by FCI on Actual Utilization Basis in certain PEG godowns as indicated in the **Annexure-I**, the service charges would be payable on AUB only.

16. CLARIFICATIONS/ AMENDMENTS TO BID DOCUMENT

16.1 PUNGRAIN may extend the deadline for submission of bids by issuing an amendment/ corrigendum on the e-portal in which case all rights and obligations of PUNGRAIN and the bidders previously subject to the original deadline will then be subject to the new deadline.

16.2 PUNGRAIN 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/ tender

document. Any corrigendum / addendum thus issued will be posted on the website of the PUNGRAIN i.e. www.foodsuppb.gov.in as well as e-tendering/ NIC Portal i.e. <https://eproc.punjab.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, PUNGRAIN may, at its discretion extend the due date for the proposal. Such corrigendum/ addendum will not be published in any newspaper.

16.3 PUNGRAIN 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.

16.4 PUNGRAIN at its sole discretion may ignore minor omission in the submission of technical bid, in the interest of increasing the competition.

16.5 PUNGRAIN at its sole discretion may require any bidder(s) to rectify any discrepancies noticed in the technical bid submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document than submitted with technical bid, shall be accepted.

16.6 For any e-procurement portal related queries, the bidders can call at 24 x 7 Helpdesk number 0120-4200462, 0120-4001002, 0120-4001005. The bidders can also contact the local help desk numbers 0172-2791326, 0172-2701226, which are available from 9 am to 5 pm on all Govt. working days or through email at eproc@punjab.gov.in. International bidders are requested to prefix +91 as country code.

16.7 For any queries relating to tender document, the bidders can contact PUNGRAIN through email [<pegcell.fcs@punjab.gov.in>](mailto:pegcell.fcs@punjab.gov.in).

17. IMPORTANT DATES OF TENDER

Date of publication of NIT in News Papers	08.12.2022
Date of publication of tender	08.12.2022
Starting date & time of bid submission	08.12.2022 at 11:30 AM
Pre-bid conference	13.12.2022 at 11:30 AM
Closing date & time of bid submission	26.12.2022 at 10:00 AM
Technical Bid Opening date &time	26.12.2022 at 11:00 AM
Financial Bid Opening date & time	Will be intimated online to Technically Eligible Bidders

18. EVALUATION OF BIDS

18.1 PUNGRAIN will evaluate only those bids that are received in the prescribed formats and complete in all respects.

18.2 Incomplete and /or conditional bids shall be summarily rejected. Supporting materials/ documents to the bid, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall only prevail.

18.3 Bidders would be at liberty to be present or depute their authorized representatives, who may wish to be present at the opening of technical as well as financial bids at the specified time and date.

18.4 After evaluation of the online bids, those bidders who are meeting the criteria for technical qualification may be advised by PUNGRAIN to produce the original copies of documents furnished with the technical bids for verification on the date & time to be stipulated. Bidders who fail to furnish the original documents for verification on the date & time fixed for verification will be summarily rejected.

18.5 OPENING OF TECHNICAL BID

The technical bids will be opened on the given scheduled date & time. The results/ findings of the technical evaluation would be conveyed to all the participants online through e-procurement portal.

18.6 OPENING OF FINANCIAL BID

- i. After evaluating the technical bids, the financial 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 the scheduled date and time, which will be conveyed/ notified online.

ii. ACCEPTANCE OF BIDS

If different L-1 rates are received for different clusters, the work will be awarded to the L-1 bidder in each cluster, at the lowest L-1 rate for all clusters. In case, the L-1 bidder of a particular cluster do not accept the said offered rate, the PUNGRAIN will be at liberty to offer the work to L-2 bidder of that particular cluster at the lowest L-1 rate for all clusters, and so on.

18.7 On finalization of tender, PUNGRAIN will communicate acceptance of the tender by way of letter of acceptance through registered post/ e-mail/ speed post etc. which will conclude a binding contract between the parties and the service provider shall act upon such acceptance letter.

19. SECURITY DEPOSIT

19.1 The successful bidder(s) shall furnish, within fifteen working days of acceptance of tender, a security deposit for the due

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED
ANAJ BHAWAN, SECTOR 39-C, CHANDIGARH. PH. 0172-2684000**

performance of his obligations under the contract. The security deposit shall consist of following -

- i.** A sum equivalent to INR 50/- per MT for full storage capacity/ capacity of the clusters awarded to him in the form of separate bank guarantee and cash deposit in a ratio of 4:1, failing which the contract shall be liable to be cancelled at the risk and cost of bidder and also subject to such other remedies as may be available to PUNGRAIN under the terms of the contract.
- ii.** The above required bank guarantee shall be issued by nationalized/ scheduled commercial bank only in the format prescribed by PUNGRAIN which shall remain valid and enforceable till six months after the expiry of the contract period. The following details must be incorporated in addition to format prescribed in policy:
 - (a) The Bank Guarantee issuing bank shall send cover bank guarantee issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's bank i.e. HDFC Bank, Sector 35, Chandigarh (SFMS Code – HDFC0000035):-
 - MT760 COV for issuance of Bank Guarantee.
 - MT767 COV for amendment of Bank Guarantee.
 - Issuing bank shall mention PUNGRAIN beneficiary code "MDPMSCX" in field 7037 of MT760 COV/ MT767 COV.

- PUNGRAIN beneficiary code will be MDPMSCX.

(b) The service provider shall submit the copy of SFMS message as sent by the issuing bank branch alongwith the original bank guarantee.

- iii. PUNGRAIN will independently verify from the issuing Bank, the authenticity/ genuineness of bank guarantee as well as its extensions from time to time as furnished by the tenderer.
- iv. The amount of Earnest money already deposited can be accounted for, while calculating the security deposit, on request of the bidder and in such a case, only the balance amount will have to be deposited by the successful bidder. The security deposit shall not earn any interest.

19.2 The security deposit will be refunded to the service providers on due and satisfactory performance of the services and on completion of obligations by the service providers under the terms of contract and submission of clear "No dues Certificates" both by the concerned District Managers, PUNGRAIN & the O/o MD PUNGRAIN, subject to such deductions from the security as may be necessary for making up the PUNGRAIN's claim against service provider. It is made very clear that no interest is payable on the amount of security deposit lying with PUNGRAIN in any form under the contract. The decision of the MD PUNGRAIN for the amount determined for deduction from the security deposit will be final and binding on the service provider.

20. SCOPE OF WORK

20.1 The service provider to be engaged shall be responsible for

preservation, maintenance and security (PMS) of food grain stocks in accordance with the instructions of PUNGRAIN and Technical Manual of FCI as is in force and as may be amended from time to time.

20.2 The service provider shall be responsible for maintenance of both quantity and quality of foodgrains/ stocks stored in PEG godowns, which are entrusted to service provider for PMS operations.

20.3 RECEIPT & WEIGHMENT IN GODOWN

- i.** It shall be the responsibility of the service provider to ensure that the stocks are received in sound bags. However, in case of receipt of cut & torn bags, if any, the same would be replaced by the service provider at his own cost. PUNGRAIN will monitor that the stocks are received in godowns in sound bags.
- ii.** The service provider will maintain gunny consumption register in the prescribed format which should also be reconciled periodically with PUNGRAIN/ FCI. Periodicity in reconciliation of stocks as well as gunnies should not be more than one month.
- iii.** The service provider shall be responsible for arrangement of empty gunnies for replacement including *palla* bags in the PEG godowns, which can be taken/ bought from PUNGRAIN on actual cost basis. Further, the service provider shall also be required to replace cut and torn bags, if found any, at its own cost.
- iv.** Stocks will be rendered for storage by an authorized representative of PUNGRAIN who will fill up and sign the form for deposit and other formalities.
- v.** Stocks at the godowns would be received and issued

on 100% weighment basis on the lorry weighbridge available in the PEG Godown. Further, in case of rice, test weighment (10%) of bags will be done for which proper weight check memo will be made.

- vi.** It would be the responsibility of the service provider to operationalize and use the weighment facility already provided by the PEG godown owner. Further, if the weighbridge inside the PEG Godown is malfunctioned at the time of receipt/ issuance of stocks, the weighment may be done at the private weighbridge available enroute/ nearby at the expense of Godown owner with the prior permission/due consent of FCI/Pungrain. In such instances, it is clarified that the service provider shall not have any right to claim any damages arising from the difference in weight of the stock, if any.
- vii.** The weight of the stocks along with refractions, moisture contents as well as condition of the stock shall be jointly recorded by service provider and PUNGRAIN staff and duly authenticated in records at the time of receipt/ issue.
- viii.** The loss arising due to damages/ down gradation/ deterioration of stocks during storage shall be borne by the service provider.
- ix.** An acknowledgement would be issued by the service provider to PUNGRAIN both at the time of receipt and issue of stocks from the godown. Moisture content shall also be determined both at the time of receipt and delivery of stocks and shall be recorded in the

relevant acknowledgment/ godown receipt and delivery order.

20.4 DELIVERY OF STOCKS

- i.** Instructions for delivery or transfer of stocks shall be in writing and signed by the authorized representative of PUNGRAIN/ FCI.
- ii.** 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 PUNGRAIN/ FCI.
- iii.** The delivery shall be given as per demand and priority given in writing to the service provider by the authorized representative of PUNGRAIN/ FCI.
- iv.** For delivery of stocks before and after office hours and on holidays, reasonable/ prior intimation/ notice shall be given to the service provider.

20.5 INITIAL FUMIGATION

- i.** For stocks received in infested condition, necessary remarks shall be recorded by the service provider at the time of receipt only and the same shall be got verified from the concerned official of PUNGRAIN. For such stocks, fumigation should be done within 07 days of receipt of the stocks.
- ii.** 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, PUNGRAIN shall claim fumigation charges from the service provider at double the rates prescribed for CWC by FCI from time to time.

20.6 FREE MOVEMENT OF STOCKS

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 PUNGRAIN/ FCI to oversee the godown operations. The service provider shall keep the godown premises as well as documents pertaining to stocks stored in PEG godowns open for inspection any time to the officers/ staff of PUNGRAIN/ FCI. In case of failure on part of service provider to do so, PUNGRAIN will be at liberty to make alternate arrangements at the risk and cost of the service provider without prejudice to any other right of PUNGRAIN 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. No other activity shall be allowed within the premises of the godown.

20.7 The service provider shall be responsible for satisfactory storage of stocks and shall take necessary care of the stocks. The quantum of storage loss or gain shall be examined taking into account the condition of the stocks at the time of receipt including infestation, if any, moisture contents at the time of receipt and issue, storage period etc.

20.8 The service provider shall be responsible for quality cuts on account of weevilling and living infestation, moisture cut and storage loss/ short gain in the stocks, if levied by FCI at the time of taking over of the stocks from PUNGRAIN and in such cases similar deduction will be affected from the bills of PMS of the service provider by PUNGRAIN. Further, all kind of losses pertaining to food grains stored, if occur, will be recovered from the service provider.

20.9 The full-proof security arrangements shall be made by the

service provider in respect of the stocks stored in godown and in case of any defalcation/ shortage of stocks, the service provider shall be liable to compensate the PUNGRAIN to the extent of actual deduction affected/ made by FCI. Any deductions affected/ made by FCI from payables to PUNGRAIN for food grains stored in PEG godowns, entrusted to the service provider(s) for PMS, shall be deducted from the bills of service provider.

20.10 The service provider will be required to take immediate action to rectify the discrepancies/ irregularities in services pointed out by PUNGRAIN/ FCI within the period specified in the notice served by PUNGRAIN/ FCI, failing which PUNGRAIN shall be at liberty to recover the amount of such losses and/ or get the work done from alternative sources at the risk and cost of the service provider as the case may be.

20.11 The service provider mandatorily has to open the godown(s) as and when required/ directed by the authorized representative of PUNGRAIN/ FCI or any other person deputed in this regard. The service provider shall be required to maintain hygienic conditions inside the godown(s) and would promptly undertake spillage collection and cleaning of godowns after each special is loaded or movement of stocks is done, as the case may be.

20.12 The service provider shall deploy its personnel to verify the correctness of the receipt/ dispatch of stocks in addition to deploying workers for preservation & maintenance of stocks and watch & ward thereof and the authorized representative of service provider will duly verify the entries of receipt/ dispatch and correctness of weight of stocks by putting his signatures alongwith the official deputed by the PUNGRAIN on the weight check memo, register/ weighment sheets and the daily transaction register.

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20.13 The service provider should provide minimum equipment's/ manpower working on the rolls of the company/ firm with adequate qualification and experience as per below mentioned table:

Sr. No	Capacity (in MTs)	Clerks & Accountants	Security (DCPs)	Sweepers	No. of Computer with internet, Printer & UPS
1	0 to 10,000	2	3	4	2
2	10,001 to 20,000	4	5	8	3
3	20,001 to 30,000	6	6	10	4
4	30,001 to 40,000	8	8	12	5
5	40,001 to 50,000	10	10	14	6

Note: The number of personnel and computers shall increase in proportionate manner for capacity more than 50,000 MT with reference to the table above.

20.14 The service provider shall engage at least one technical person for preservation and maintenance of stocks for every 30,000 MT capacity or part thereof having qualification and minimum experience as per **Annexure-III**.

20.15 The service provider shall be responsible to ensure the data entry on day-to-day basis through the software(s) to be provided by PUNGRAIN/ FCI, for which necessary manpower with adequate knowledge of computers shall be deployed by the service provider.

20.16 Since the FCI is managing its daily stock accounts and other allied activities like PDS etc., by feeding the data in the Depot Online System (DOS) and/ or IISFM software and transmitting the data to the central server in New Delhi through Internet, it will be obligatory on the part of the service provider to feed data on daily basis as prescribed and also maintain stock account through the DOS/ IISFM software. In case the service provider fails to provide this

service, he is liable for recovery of 2% of the monthly charges as penalty and in addition PUNGRAIN will be free to get data feeding done at the risk and cost of the service provider.

20.17 The service provider shall also provide adequate number of Computers/ Printers and peripherals with internet facility in the PEG godowns.

20.18 The service provider shall provide all requisite infrastructure and stock articles required for preservation and maintenance of stocks i.e. Dunnage as Wooden Crates/ poly pallets, LDPE/Fumigation Covers, Nets, Tarpaulins, Insecticides for fumigation and spraying equipment required for imparting of chemical treatment to the stocks, locks, weighing scales and all other equipments as may be required for proper safety and upkeep of health of stocks etc., in accordance with the instructions of the PUNGRAIN and Technical manual of FCI.

20.19 The service provider shall purchase all required insecticides/ chemicals required for maintenance of health of stocks during a particular calendar year well in advance. The service provider will also have to deposit the purchase bill of insecticides/ chemicals so purchased with the concerned District Manager, PUNGRAIN. 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.

20.20 The service provider will also have to maintain record of the insecticides consumed from time to time and also the empty containers/ tubes, which will be disposed of with prior approval of the concerned District Manager, PUNGRAIN and also in the presence of the authorized representative of the District Office, PUNGRAIN.

Necessary documentation for such disposal shall be jointly signed by PUNGRAIN and the service provider.

20.21 The service provider shall be responsible to perform all the other allied incidental works in furtherance of the assignment of PMS work such as collection of spillage and repair/ stitching of bags during receipt/ dispatch of grains, facilitate the inspections, as and when conducted by PUNGRAIN/ FCI alongwith preparation of action taken reports (ATRs) as instructed by PUNGRAIN/ FCI at no extra cost.

20.22 The service provider will be responsible for amounts of deductions made by FCI on account of quality cuts, moisture cuts, etc. and also on account of less gain delivered than assured gain in wheat stocks. Demurrage Charges/ carry over charges due to the fault of service provider as determined by PUNGRAIN will also be recovered from the service provider.

21.23 The service provider will be responsible for any losses including abnormal storage losses which would be beyond the standards prescribed by the PUNGRAIN/ FCI. The losses will be worked out at the time of dispatch of the stocks. Such storage losses over and above the norms prescribed by PUNGRAIN/ FCI will be recovered from the due payments on account of PMS charges in the following months or security deposit of the service providers, as the case may be.

20.24 In case of receipt of rain affected stocks of wheat/ paddy, the service provider shall take necessary salvaging operations and aerate the stocks before stacking and shall be responsible to maintain the health of such stocks for a period of six months or such period as decided by FCI/ GOI subject to condition that such period could be extended by mutual consent.

20.25 The service provider shall be responsible to keep the godowns fit for storage of food grains during the contract period. That 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/ AC with prior permission of PUNGRAIN. 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.

20.26 The service provider shall have to maintain/ fumigate all the stocks stored in the godowns for which PMS have been entrusted. If the stocks are stored in the godown over and above the sanctioned capacity, no additional payment will be made to the service provider for maintaining/ fumigating such stocks.

20.27 The stocks will be held in joint lock and key system i.e. one set of keys shall be held by the Inspector PUNGRAIN, In-charge of the complex of the godown of a particular PEG Godown or any other official authorized for this purpose and the other set of keys shall be held by the authorized representative/ employee of the service provider.

21. HANDING-TAKING OVER

21.1 The successful bidder will be required to visit/ inspect the godown/ premises and sign a joint inspection report with the staff of PUNGRAIN and the godown owner/his authorize representative regarding the condition in which the godown is handed over to the service provider at the commencement of the contract.

21.2 The vacant godowns/ capacities shall be handed over to the service provider at once. Whereas, the other godowns/ capacities shall be handed over to the service provider chamber-wise, after

attaining zero stock value in such chambers.

21.3 Till a godown is fully handed over to the service provider, the PMS charges shall be payable as per the actual capacity (as per norms) handed over and not the total guaranteed capacity. Once the custody of whole godown is handed over to the service provider, the PMS charges would be payable for the total hired storage capacity of the godown on monthly basis irrespective of the volume of food grains handled or number of turnovers.

21.4 The service provider shall have to hand over the godown at the end of contract period to PUNGRAIN 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 inventories of movable and immovable fittings and fixtures at the godown.

21.5 Godowns to be handed over Chamber-wise by/ to Pungrain @ zero stock level to/ by the service provider at the time of start/ expiry of the contract.

22. OTHER RELEVANT CONDITIONS

22.1 The stocks stored in the godown shall be subject to periodical inspections by PUNGRAIN/ FCI. The condition of stocks and godown shall be examined by PUNGRAIN/ FCI along with representative of service provider. Discrepancy/ irregularity, if any, noticed shall be reported in writing to the service provider or his representative giving particulars of loss or damage/ down-gradation etc. caused to the stocks or to the godown.

22.2 The service provider should ensure to keep all the time adequate number of employees/ labour and equipment to cope with the work for the purpose of preservation, maintenance and security of stocks in accordance with the guidelines/ instructions of PUNGRAIN/

FCI.

22.3 A list of the authorized officers/ officials of PUNGRAIN would be provided to service provider by the concerned District Manager, PUNGRAIN.

23. RECORD KEEPING

23.1 The concerned District Manager would provide all the templates/ formats required for record keeping to the service provider.

23.2 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 operations of the PEG godowns including records and accounts of all goods/ foodgrains received in the godown and withdrawn there from as per PUNGRAIN/ FCI standards, of all unissued documents in his possession, counterfoils/ second copies of all documents issued, returned to, or cancelled, by him.

23.3 All accounts, books, papers and documents pertaining to the operations carried out in connection with the contract shall be open for inspections and audit by the authorized representative of the PUNGRAIN/ FCI at the Godown or any officer acting on his behalf or an officer acting on behalf of MD PUNGRAIN 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 PUNGRAIN.

24. PROVISION OF FACILITIES

24.1 The service provider shall provide all the facilities at par with FCI 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-II**, which is illustrative and not exhaustive.

24.2 Service provider shall pay all the charges pertaining to electricity, water, internet and telephone usage during the period of engagement. These facilities shall be part & parcel of the PMS contract.

24.3 The service provider shall keep all the facilities available in the godown/ premise like weighing scale, QC equipment's, drinking water, internet etc. and shall be made available to officers/ staff of the PUNGRAIN/ FCI without any additional cost.

25. LIABILITY FOR LOSSES

25.1 STORAGE LOSSES/ GAINS

- i.** Loss and gain statement will be submitted in the prescribed proforma of FCI/ PUNGRAIN to the In-charge PUNGRAIN after stocks in particular stack are completely liquidated during the month which should be jointly signed by the service provider or his authorized representative and representative of PUNGRAIN. The jointly signed commodity-wise, month wise, stack- wise loss and gain statement will be submitted by the service provider maximum by 7th of succeeding month after the liquidation of stocks.
- ii.** If the storage losses are beyond permissible limit as per FCI/ PUNGRAIN norms in vogue, service provider shall be responsible for the same and recoveries for such unjustified losses shall be affected from the service provider by PUNGRAIN.

25.2 The stocks stored in the godown shall be subject to monthly/ periodical inspections jointly by the service provider and PUNGRAIN or PUNGRAIN and FCI or PUNGRAIN/ FCI only.

25.3 The service provider shall be fully responsible for any loss

cause to the stocks of PUNGRAIN while in custody of service provider on account of fire, flood and inundation, cyclone, riots and strikes, earthquakes, malicious damages, pilferage, theft, house breaking, burglary, misappropriation etc. for which recoveries will be made from service provider on the rates fixed by PUNGRAIN from time to time.

25.4 Norms/ prevalent procedure for storage loss/ gain prescribed by the FCI/ Govt. of India from time to time will be binding on the service provider.

25.5 Service provider shall ensure satisfactory performance of all the services and obligations under the contract, failing which, PUNGRAIN, will be at liberty to make temporary alternate arrangements at the risk and cost of the service provider.

25.6 In the event of failure of the service provider to undertake the work after execution of agreement for PMS or if service provider resiles from the contract during its currency, PUNGRAIN 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 shall be liable to make good the loss, if any, suffered by PUNGRAIN on this account. PUNGRAIN 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.

25.7 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 stocks of concerned crop year. Loss to the property shall be recovered from the service provider as per the valuation of the PUNGRAIN.

25.8 Any of the above actions by the PUNGRAIN against the service provider will be without prejudice to other rights and remedies

available to the PUNGRAIN including termination of the contract.

25.9 In case of any shortage or damage/ loss etc., to stocks for whatsoever reason and cause while the same are in the custody of the service provider(s) or during the rail/ road transit to and from the godown for which fault has been found of service provider(s), he shall be liable to make good to the PUNGRAIN the value of the stocks including, penalties and fines as are leviable by the Managing Director, PUNGRAIN for such shortage or damage/ loss etc. as per the policy in vogue at the time of such imposition. In addition, if there is any reason for suspicion of collusion of the service provider(s) or his employee in such losses or damage, PUNGRAIN may levy a penalty as deemed fit. The action taken by the Managing Director, PUNGRAIN will be final and binding on the contractor.

25.10 The service provider(s) shall be responsible for any loss, destruction or deterioration of food grains or any damage or delay in the performance of duties due to any negligence or default on the part of their employees/ labourers or due to failure of equipment or due to non-availability of adequate safety aids with the labourers or due to pilferage of food grains by their employees/ labourers also to the carelessness, neglect, misconduct of their employees/ labourers in their employment and any liability for payment of compensation by the PUNGRAIN to the depositors on account thereof and shall pay all claims met, and also litigation expenses, if any, incurred by the PUNGRAIN immediately on demand without any demur. The PUNGRAIN shall have the right to deduct the amount of such loss from any bill (including security deposit) then due or may become due to the PUNGRAIN under this contract. The decision of the Managing Director, PUNGRAIN shall be final and binding on the contractors in this regard.

26. LIABILITY TOWARDS LABOUR AND/ OR PERSONNEL ENGAGED BY THE SERVICE PROVIDER(S)

26.1 The service provider shall be the Principal Employer, for all the required manpower engaged by the service provider for discharge of its obligations of this contract, under the EPF Act, or other labour laws.

26.2 All labour and/ or personnel employed by the service provider(s) shall be engaged by them as their own manpower in all respects implied or expressed. The service provider would engage only able-bodied workmen/ labourers of sound character.

26.3 In case of misconduct on the part of workmen/ labourer deployed by the service provider with officials of PUNGRAIN, the service provider shall pay a penalty of INR 10,000/- per incidence of misconduct in addition to the action against the defaulter under the law. Besides, in the event of loss of business due to any labour employment problem the service provider will compensate the loss(s) to the PUNGRAIN at the penal rate to be fixed by the competent authority from time to time. These losses are recoverable by way of liquidated damages.

26.4 The responsibility to comply with the provisions of the various labour laws of the country will be that of the service provider(s).

26.5 The service provider shall be responsible and liable for discharging all the statutory liabilities under the contract viz. payment of minimum wages, EPF, ESI etc. in respect of all the workers engaged by him and to produce the verifiable proof of such remittance periodically to the PUNGRAIN, failing which PUNGRAIN shall resort to such recourses available to it under the contract. All the

statutory levies arising out of this contract shall be responsibility of the service provider.

26.6 There would not be any "Master-Servant" relationship between workers employed/ hired by the Bidder/ Service Provider and the PUNGRAIN.

26.7 The service provider shall strictly abide by the provisions under the Contract Labour (Regulation & Abolition Act), ESI Act, EPF and MP Act, Payment of Wages Act, Minimum Wages Act, Payment of Bonus Act, Industrial Disputes Act, Indian Contract Act and all other statutory provisions and enactments as applicable to this contract and any other statutory obligation brought hereinafter by any Government and applicable to the contract and report periodical compliance of the same.

26.8 The local authorized representative of the PUNGRAIN at the PEG godown or any officer acting on his behalf shall allow the service provider, his agents, representatives or employees to enter into the premises defined above for the sole purpose of rendering the said services for PUNGRAIN.

26.9 The service provider shall agree and undertake to make good any loss or damage caused to the premises, stocks, equipment and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of service provider shall be deployed in the operational areas only. The service provider's employees without assigned job shall, under no circumstances enter the premises defined above.

26.10 The laminated nametags for all the service provider(s) employees deployed at the premises with photographs should be signed by the service provider(s) and got countersigned by the local

authorized representative of the PUNGRAIN at the PEG godown or any officer action on his behalf.

26.11 Full details of employees i.e. names, addresses, both local and permanent and photograph will be furnished to the local authorized representative of the PUNGRAIN at the PEG godown or any officer acting on his behalf. They will also be provided with necessary photo identity cards by the service provider(s) duly certified by the local authorized representative of the PUNGRAIN at the PEG godown or any officer acting on his behalf for regulating their entry into the premises for the bonafide purpose connected with this work.

26.12 The personnel in different categories will have to be positioned by the service provider(s), preferably such people who have exposure to computerized operations keeping in view the fact that operations at the PEG godown will be computerized. In the event of any fault or defaults on any particular day/ days on the part of the service provider(s) in providing adequate equipment/ manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the PUNGRAIN at the godown or any officer acting on his behalf who, in his absolute discretion, without prejudice to other right and remedies under this contract, shall have the right to recover by way of compensation from the service provider(s) up to INR 1,000/- per day besides making temporary alternate arrangements to cope-up with the work at risk and cost of the service provider(s) who will be liable to compensate the consequential damages, if any. This decision of the concerned District Manager, PUNGRAIN at the godown or any officer acting on his behalf on the question whether the contractors has committed such a fault or has failed to perform any of the services

efficiently and also his liability for payment of compensation and its quantum, shall be final and binding on the Service Provider(s).

26.13 The service provider(s) should ensure to keep all the time adequate required manpower to cope up with the work and maintain minimum productivity norms for the manpower deployed for the purpose of preservation, maintenance and security of stocks.

26.14 PUNGRAIN shall be in no way responsible for the service provider(s) liability & obligations in respect of the personnel engaged by him. Notwithstanding the same, If, on account of default of the service provider(s), PUNGRAIN is compelled to make any payments/ contributions or discharge any responsibility/ liability of the entrepreneur, PUNGRAIN shall be entitled to recover and/ or set off such amounts/ expenses incurred from the amounts due to the service provider(s) under this or any other contract with PUNGRAIN without prejudice to the right of PUNGRAIN to initiate appropriate legal proceedings for recovery of such amounts.

26.15 The service provider(s) shall indemnify PUNGRAIN against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.

26.16 The contract as entered into between PUNGRAIN and the service provider(s) 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(s) in respect of obligatory laws remain unaffected and service provider(s) 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(s) or its employees and associates.

26.17 The service provider(s) shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the service provider(s) under the contract.

26.18 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.

26.19 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. The service provider should possess a valid EPF code required for payment of EPF to the workers and would be required to submit a declaration that the bidder is not a defaulter of EPF.

26.20 The service provider shall ensure timely payment of salaries to its employees and/ or wages to the labour engaged by it as well as other utilities.

27. VOLUME OF WORK

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

28. SUB-LETTING

28.1 The bidder/ service provider shall not be allowed to sublet or transfer or assign the contract or any part thereof to any other party.

28.2 In the event of the bidder/ service provider(s) contravening the said condition, the PUNGRAIN shall be at liberty to

get the work done from alternative sources at the risk and cost of service provider. Further, PUNGRAIN may initiate proceedings for blacklisting (for 3 years) alongwith forfeiting the security deposit of the service provider(s).

28.3 The bidder/ service provider shall be liable for any loss or damage which the PUNGRAIN may sustain in consequence arising out of such replacing of the contract.

29. 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 PUNGRAIN and set off against any claim of the PUNGRAIN against the service provider for the due amount arising out of this contract or under any other contract made by the service provider with PUNGRAIN.

30. STATUTORY OBLIGATIONS

30.1 It is the sole responsibility of the bidder/ service provider to hold all valid licenses relating to PMS by respective competent authorities like PAN, GSTIN, Fumigation License, EPF No, ESI No etc. as well as up to date tax clearance certificates from the concerned authorities during the contract period.

30.2 The service provider shall be responsible for payment of all central/ state statutory taxes, duties, cess and local taxes/ levies and the charges related to PMS contract in godown/ premises.

30.3 The service provider shall be solely responsible to fulfill all the statutory obligations under various Central/ State acts which are in force.

30.4 The service provider shall also require to obtain FSSAI license for each godown from the concerned authority, which shall remain valid throughout the period of this contract. A copy of same

shall be submitted to PUNGRAIN, within maximum of 30 days of signing the contract.

31. INSURANCE

31.1 The service provider shall undertake to exercise reasonable care and diligence for safe keeping the stocks and godown as is required from a storing agency as per terms and conditions of this contract. The stocks & material stored therein shall be insured through a comprehensive insurance policy covering the risks especially with respect to theft, pilferage, house breaking burglary, misappropriation, riots & strikes, fire, flood and other natural calamities etc. 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 PUNGRAIN. The service provider shall deposit the insurance policy with the PUNGRAIN, which may be verified by the PUNGRAIN from the issuing Insurance Company.

31.2 The purpose of insurance is to safeguard the interest of the service provider in case of any loss notwithstanding the right of PUNGRAIN to recover the said amount suffered due to such loss from the service provider. It is made clear that the PUNGRAIN shall not be responsible for any dispute between the service provider and the insurance company. The insurance policy shall in no manner affect right of PUNGRAIN to recover the said amount suffered due to such losses from the service provider.

31.3 The valuation of stocks for the insurance purpose will be done at the last available economic cost/ provisional economic cost of food grains of concerned crop year.

31.4 In event of any losses, PUNGRAIN will recover for such losses immediately from security deposit or any other payments towards the service provider. The same will be refunded or adjusted

on receipt of compensation through insurance company.

31.5 PUNGRAIN will cooperate with the service provider in furnishing necessary details for finalizing the claim, if required, for compensation by the insurance company.

32. REMUNERATION

The service provider shall have to perform all the services provided for in this contract. The service provider shall be paid at the rates accepted by the PUNGRAIN. The service provider shall also provide any additional services not specifically provided for in this contract for which the remuneration shall be payable at the rates as may be settled by mutual negotiations. In the absence of any agreement being reached on the rates for such additional services, the decision of the Managing Director, PUNGRAIN, will be final and binding. Non-settlement of the rates for additional services will not confer a right upon the service provider to refuse to carry out or render such services.

33. PAYMENT

33.1 The bidder/ service provider(s) shall have to perform all the services provided for in this contract. The bidder/ service provider shall be paid at the rates accepted by the PUNGRAIN for the services rendered satisfactorily.

33.2 Till the godowns are handed over fully, the payments of the PMS charges shall be made as per the actual capacity handed over to the service provider. Once the custody of whole godown is handed over to the service provider, the PMS charges would be payable for the total storage capacity (hired on GHB basis) of the godown on monthly basis irrespective of the volume of food grains handled or number of turnovers.

33.3 It is clarified that the charges for services rendered by the

bidder/ service provider shall be paid on the basis of hiring of capacities by FCI i.e. GHB or AUB, as the case may be.

33.4 Admissible payments shall be made on fulfillment of stipulated conditions as per following procedure: -

- i.** Bidder/ service provider shall prepare monthly stock statement and PMS certificates in prescribed formats on the 1st day of every calendar month & get verified from the concerned Inspector In-charge, PUNGRAIN by the 2nd day of every month.
- ii.** Both the above documents shall be got verified from Depot Quality In-charge and Depot Manager FCI by 4th day of every calendar month by the service provider.
- iii.** After getting the said documents verified from FCI, bidder/ service provider shall submit them along with a copy of PMS bills in the office of District Manager, PUNGRAIN concerned by 5th day of every calendar month.
- iv.** Office of concerned District Manager, PUNGRAIN, after receiving stock statement and PMS certificates from service provider, would send a consolidated bill of PMS & Supervision charges to FCI by 7th day of every calendar month.
- v.** Office of concerned District Manager, PUNGRAIN will prepare a Bill Verification Report (BVR) by 10th day of every calendar month w.r.t. deductions or any withheld amount by FCI and send the same to service provider as well as Managing Director, PUNGRAIN.
- vi.** Bidder/ Service provider will submit two copies of

PMS bills with the office of Managing Director, PUNGRAIN by the 10th day of every calendar month.

- vii.** The office of Managing Director, PUNGRAIN will make payment against the bills of the service provider by the fifteenth day of every month, subject to receipt of PMS Bill(s) and BVRs from respective District Manager, PUNGRAIN, after making the deductions of amount withheld/ deducted by FCI, if any.

34. CORRUPT PRACTICES

34.1 The service provider shall not offer or give or agree to give any person in the employment of the PUNGRAIN/ FCI 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 PUNGRAIN or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PUNGRAIN.

34.2 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 PUNGRAIN 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. In such a case, PUNGRAIN may also initiate the proceedings to black list the service provider for a period of 5 years.

35. FORCE MAJEURE

35.1 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.

35.2 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 PUNGRAIN in writing, including the dates of commencement and estimated cessation of such force majeure and its effects on the service provider's obligations under the 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 PUNGRAIN 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.

35.3 PROLONGED FORCE MAJEURE

- 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 the agreement or to terminate the agreement.

- 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.
- 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 PUNGRAIN in this regard will be final.

36. LAWS GOVERNING THE CONTRACT

The contract executed by PUNGRAIN with the successful bidder will be governed by the laws of India for the time being in force.

37. 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.

38. TERMINATION OF CONTRACT

38.1 In absence of any notice to/ approval of the PUNGRAIN as required under clause 10.2 above, the PUNGRAIN shall have the right

to terminate the contract and the PUNGRAIN will not be liable for any outcome arising due to such change in constitution of the firm.

38.2 If at any stage, it is found that the person signed/ submitted bid had no authority to sign the bid/ documents, PUNGRAIN may, without prejudice to other civil/ criminal remedies, terminate the contract and hold the signatory & the firm liable for all the consequential costs and damages.

38.3 If at any point of time, it comes to notice of PUNGRAIN that bidder is liable to be disqualified as per terms of clause 14 of this RFP/ extended document, the contract, if awarded, is liable to be terminated forthwith and the bidder shall not be entitled to any compensation by reason of such termination. Further, PUNGRAIN may, without prejudice to other civil/ criminal remedies, recover all the consequential costs and damages.

38.4 PUNGRAIN may at any point of time terminate the contract of the service provider with respect to a particular PEG godown/ capacity or more by serving a 30 days' notice to the service provider(s) in writing at their last known place of business and the service provider shall not be entitled to any compensation by reason of such termination.

38.5 INSOLVENCY AND BREACH OF CONTRACT

PUNGRAIN may at any time, by notice in writing terminate the contract without compensation to the service provider in any of the following events-

- i. 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.

- ii.** 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.
- iii.** 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. Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the PUNGRAIN and provided also the service provider shall be liable to pay to the PUNGRAIN for any extra expenditure he is thereby put to.
- iv.** 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

38.6 SUMMARY TERMINATION

- i.** PUNGRAIN 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 provider(s) at their last known place of residence/ business and the service provider shall not

be entitled to any compensation by reason of such termination.

- ii.** 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.
- iii.** PUNGRAIN may also affect 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 PUNGRAIN. In case the sum is not sufficient to cover the full amounts recoverable, the service provider shall pay PUNGRAIN on demand the entire remaining balance due.

38.7 PUNGRAIN 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 PUNGRAIN consequent to termination of the contract and/ or in completing the assignment through other means.

39. DISPUTE REDRESSAL MECHANISM

39.1 AMICABLE SETTLEMENT/ CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to agreement between the Bidder/ Service Provider and PUNGRAIN, and so notified in writing by either Party to the other Party, in the first instance, the dispute be attempted to be resolved through mutual discussions by the Managing Director, PUNGRAIN or their authorized representative and the Service Provider/ bidder entity or their authorized representative for

amicable settlement, and upon such reference, the said persons shall meet preferably within 10 days & not later than 15 days from the date of reference to discuss and attempt to resolve the Dispute.

39.2 The parties to the agreement shall use/ put in their best efforts for resolving dispute(s) so arisen promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to said Dispute.

39.3 Failing conciliation or in case the dispute is not amicably settled as per referred procedure in terms of clause 39.1 & 39.2, either Party may refer the dispute to arbitration in accordance with the provisions of Clause 39.4.

39.4 ARBITRATION

Any Dispute which is not amicably resolved by conciliation, as provided in Clause 39.1 & 39.2, shall be finally decided by reference to arbitration by a Sole Arbitrator. Such arbitration shall be held in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The venue/ seat of such arbitration shall be at Chandigarh, and the language of arbitration proceedings shall be English.

39.5 The agreement and the rights/ obligations of the parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder. The work under the contract shall continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings during the pendency of the Arbitration proceedings.

39.6 After expiry of the contractual period, the service provider can raise any claim with respect to the said contract within three years from the date of termination/ expiry of the contract and where this provision is not complied with, the claims of the service provider

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shall be deemed to have been waived and absolutely barred, as such the PUNGRAIN shall be discharged of the liability.

* * * * *

Part A- Technical Bid

A.1 FORWARDING LETTER (On Letter head of the Bidder)

Paste recent
photograph of
bidder(s)

From

Full name of bidder:

Constitution of bidder:

Name of authorised person for bid:

Designation of authorised person:

Address of bidder:

.....

.....

Phone No.:

Mobile No. of bidder:

Email id:

Website (if any):

To

Managing Director, PUNGRAIN

Anaaj Bhawan, Sector-39 C, Chandigarh.

Sir

1. With reference to e-tender no. _____ published on dated _____ I/ we submit the online bids under two-bid system for appointment as PMS Service Provider for _____ LMT capacity of the Cluster(s) _____ of PEG Godowns, detailed in Attachment _____ as per terms & conditions stipulated in the said tender.

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2. I/ we have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree/ undertake to abide by them.
3. I/ We shall be bound by communication of acceptance of the offer dispatched by PUNGRAIN.
4. I/ we hereby upload all the required documents with this technical bid, along with the scanned copy of acknowledgment of depositing INR 5/- per MT towards Earnest Money for the storage capacity of cluster(s) offered in the bid and INR 25000/- (Rupees Twenty Five Thousand only) towards Bid Fee through RTGS/ NEFT/ ELECTRONIC MODE, totaling to INR ____ (in figures) (in words Rupees _____ only) through the online payment gateway of the e-tendering website. 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 clause 19 of the bid document.
5. I/ we do hereby declare that I/ we am/ are authorized to submit this bid on behalf of the bidder organization/ company/ firm, for which requisite authority letter, alongwith copy of Board resolution, in case of corporate body, is attached with this bid.
6. I/ we hereby undertake that my/our organization/ company/ firm is having all the required statutory licenses for fulfilling the contractual and also shall comply with other statutory laws/ obligations.
7. I/ we do hereby the bidder Firm/ Organization/ Company has never been blacklisted/ debarred by FCI/ Central or any State 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)(*)

8. I/ we hereby declare that the contract entered into by the bidder entity with PUNGRAIN/ FCI/ any Govt. Department/ Public sector undertaking has never 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 have never been forfeited or adjusted by FCI/ PUNGRAIN or any Central/ State Govt. Department or any Central/ State PSU/ Statutory Corporations during the last five years
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 during last five years.
11. I/ we undertake that none of my/ our employee have criminal antecedents regarding embezzlement or misappropriation of stocks. If at any stage later, it is found that my/ our any employee/ official has criminal antecedents regarding involvement in embezzlement/ misappropriation of food grain stocks of any Government agency, then I/ we would be

responsible for same.

- 12.** I/ we do hereby declare that the entries made in the bid document are true & correct and also that I/we shall be bound by the acts of my/our duly constituted Attorney. In the event, that the information is found to be incorrect/ untrue, PUNGRAIN shall have the right to disqualify the entity without giving any notice or reason thereof or summarily terminate the contract, without prejudice to any other rights that the PUNGRAIN may have under the Contract and Law.

*strike whichever is not applicable.

Enclosed:

(Signature of authorized signatory/ bidder with seal)

A.2 - Indicative List of Documents to be uploaded in Technical bid folder:

Sr. No.	List of Documents	Page No.
1.	Technical Bid- forwarding letter in the prescribed format.	
2.	Copy of power of attorney in respect of authorized signatory for signing the bids. in the prescribed format available at Annexure IV .	
3.	Self-attested scanned copy of the resolution passed by the Company/ Partnership firm authorizing the person signing the Bid to do so on behalf of the company/ Partnership firm.	
4.	Composition of tenderer firm/ organization (state whether the tenderer is a proprietorship concern, or registered partnership firm, or a company). AND, The name, date of birth/ incorporation, address, phone no., email & address of registered head office of the proprietor, or all Partners, or, all the Directors of company, as applicable, should be given.	
5.	Details of person(s) nominated/ designated, in whose hands the management and control of the work relating to the contract during the term and tenure of the contract would lie, as per clause 10.1.	
6.	Self-attested copy of Aadhaar card (or passport, in case Aadhaar is not available) of the proprietor, or all Partners, or, all the Directors of company, as applicable, should be attached.	
7.	Self-attested copy of PAN card of the firm be attached.	
8.	Copy of RTGS/ NEFT/ ELECTRONIC MODE acknowledgment of deposit of payment of Tender fee.	

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Sr. No.	List of Documents	Page No.
9.	Copy of RTGS/ NEFT/ ELECTRONIC MODE acknowledgment of such deposit of payment of EMD.	
10.	Copy of registered deed of partnership of the firm, or Certificate of Incorporation, and Memorandum & Articles of Association etc. as applicable.	
11.	Signed copy of the General Terms & Conditions by the bidder, complete in all respect.	
12.	Self -attested scanned copy of GSTIN of the firm/bidder entity	
13.	Copy of all documents in support of experience (as per Annexure-V) and eligibility as per clause 12 of the tender document.	
14.	Copy of duly audited P & L Account and Balance Sheet of last 3 financial INR or ITRs of proprietor/ firm/company/bidder entity	
15.	Details of regular employees (name, address & phone no.) working on the rolls of firm/ company.	
16.	Documents pertaining to eligibility of the bidder	
17.	Copy of the fumigation license of the bidder.	
18.	Copy of EPF registration number of the firm.	
19.	Self-attested scanned copy of declaration that the bidder/ firm is not a defaulter of EPF.	
20.	Self -attested scanned copy of ESI registration number of the firm.	

(Signature of authorized signatory/
bidder with seal)

Note: While uploading documents alongwith bid, the following instructions may be adhered to:

- 1.** All documents, required to be submitted, should be:
 - a.** Attached in the sequence mentioned above;

- b.** Self-attested by the bidders or their authorized signatory alongwith firm's/ company's seal;
 - c.** Serially page numbered;
 - d.** Legible copies of original documents;
 - e.** Scanned and uploaded in .pdf format only.
- 2.** The financial bid should strictly not be uploaded/disclosed alongwith the technical bid.

Note: The above list of documents is only indicative and the bidders are advised to refer to the respective clause in the bid document for any additional document.

Part B- Financial Bid

(This is a sample format, so the bidder is not required to fill financial bid on this page)

I/ we hereby quote following rates per quintal per month (exclusive of GST) for preservation, maintenance and security operations, comprehensive insurance, watch and ward, computer systems alongwith internet facility, cost of chemical, fumigants, technical equipment's and associated manpower etc. for all operations connected with the preservation, maintenance and security of the stocks of foodgrains/ coarse grains, etc. stored in PEG Godowns as per norms of FCI/Pungrain and provided under this tender:

S. No.	Cluster No.	GHB capacity of the cluster (in MTs)	Quoted rate for PMS services per quintal per month (in INR)	
			In figures	In words
1	Cluster 1	4,62,080	<i>TO BE FILLED ONLINE ONLY</i>	
2	Cluster 2	4,78,440		
3	Cluster 3	5,37,602		
4	Cluster 4	5,34,010		
5	Cluster 5	4,69,204		

The above quoted rate(s) is/ are exclusive of GST, but inclusive of local statutory taxes, duties, cess etc. associated with the operations and facilities to be provided as per terms mentioned in the tender document.

Note: Financial Bid is only required to be filled through online template available on the e-tendering website.

Date:

Signature of Tenderer/ Authorized Signatory
Full Name of Signatory/ Tenderer

ANNEXURE – I

**Tentative details of capacities of clusters
(for which PMS services are required)**

1. Cluster 1

Sr. No.	District	Centre/ Location	Capacity required (in MTs)	
			For KMS 2022-23	For RMS 2023-24
1	Bathinda	Bathinda	30,000	0
		Bhuchho	75,550	0
		Raman	73,700	0
		Goniana	43,000	0
		Maur	20,000	0
		Rampuraphul	1,27,530	0
2	Mansa	Mansa	28,300	0
		Bareta	35,000	0
		Budhlada	29,000	0
Total			4,62,080	0
Total capacity of cluster 1			4,62,080	

2. Cluster 2

Sr. No.	District	Centre/ Location	Capacity required (in MTs)	
			For KMS 2022-23	For RMS 2023-24
1	Fazilka	Fazilka	35,800	1,08,000
		Abohar	0	60,800
2	Ferozepur	Ferozepur	54,140	0
		Guruharsahai	46,690	0
		Makhu	16,590	0
3	Ludhiana	Mullanpur	32,600	0
4	Moga	Moga	55,000	0
		Ajitwal	68,820	0
Total			3,09,640	1,68,800
Total capacity of cluster 2			4,78,440	

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3. Cluster 3

Sr. No.	District	Centre/ Location	Capacity required (in MTs)	
			For KMS 2022-23	For RMS 2023-24
1	Amritsar	Bharariwal	0	60,000
		Jandiala	0	21,540
		Chabbhal	0	57,340
		Rayya	0	32,100
2	Faridkot	Faridkot	11,700	60,000
		Kotakpura	61,200	0
		Jaito	38,860	8,134
3	Sri Muktsar Sahib	Gidderbaha	82,500	0
4	Tarn Taran	Tarn Taran	0	1,04,228
Total			1,94,260	3,43,342
Total capacity of cluster 3			5,37,602	

4. Cluster 4

Sr. No.	District	Centre/ Location	Capacity required (in MTs)	
			For KMS 2022-23	For RMS 2023-24
1	Barnala	Barnala	12,500	0
		Tapa	50,000	0
		Sirhind	31,690	0
2	Malerkotla	Malerkotla	0	42,650
		Ahmedgarh	0	20,450
3	Ropar	Morinda	8,960	0
4	Sangrur	Bhawanigarh	0	8,350
		Dhuri	66,670	0
		Lehragaga	1,06,700	0
		Moonak	83,840	0
		Sunam	1,02,200	0
Total			4,62,560	71,450
Total capacity of cluster 4			5,34,010	

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5. Cluster 5

Sr. No.	District	Centre/ Location	Capacity required (in MTs)	
			For KMS 2022-23	For RMS 2023-24
1	Gurdaspur	Gurdaspur	0	10,000
		Dhariwal	0	21,500
2	Jalandhar	Shahkot	13,640	0
		Nurmahal	16,190	0
		Nakodar	35,520	0
		Phillaur	32,200	0
3	Kapurthala	Sultanpur Lodhi	0	14,070
		Saidowal	21,270	41370
4	Patiala	Patiala	76,858	53,142
		Nabha	0	1,20,644
5	SBS Nagar	Nawanshahar	12,800	0
Total			2,08,478	2,60,726
Total capacity of cluster 5			4,69,204	
Total capacity of all clusters			16,37,018	8,44,318
Grand total capacity of all clusters			24,81,336	

NOTE:

1. The above capacity is tentative. PUNGRAIN reserves its right to increase/ decrease/ alter the capacity/ size of clusters or add or delete certain godowns from a cluster(s) mentioned above at any point of time without any prior notice or assigning any reason thereof.
2. The godowns would be handed over to service provider for carrying out PMS operations, as & when hired by PUNGRAIN.

ANNEXURE-II

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

1. PRE- STORAGE STEPS

A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stocks. Therefore, before fresh stocks are received in the godowns, the Bidder/ Service Provider should be fully prepared to receive it. In this connection, the Bidder/ 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 disinfestations of godowns.
- iii)** Estimation of capacity.
- iv)** Drawing up of stack plan
- v)** Dunnage
- vi)** Chemicals for fumigation with sufficient expiry date.

2. CHECK UP OFGODOWNS

In order to avoid the possibility of damage to the stocks to be stored, the Bidder/ 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. The Bidder/ Service Provider will check the physical condition of the godown thoroughly and for repairs, if any required, the PUNGRAIN and the respective godown owners would be intimated immediately. If there are any rat borrows, Al Phosphide should be

introduced and holes plugged with clay (wet mud plastering). After 24 Hours the clay (wet mud plastering) should be removed and openings should be plugged with cement mixed with pieces of broken glass.

3. CLEANLINESS AND DISINFESTATION OF GODOWNS

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

4. DRAWING UP OF STACK PLAN

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

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

5. STACK LINES

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

6. STACK SIZE

Actual size of the stacks in godowns should not 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.

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 34/36 Wooden crates of laid-down specification will be used as dunnage under each stack of size 30 ft. x 20 ft.
- ii) Poly-pallets conforming to BIS standards may be used if wooden crates are not available.

9. STACK CARDS

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

10. COLLECTION OF SWEEPING

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

11. STACKWISE REGISTER

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

12. CARE OF GRAIN DURING STORAGE

A. CLEANLINESS

The godown should be swept regularly at least twice in a week and kept in neat tidy and hygienic condition. All webs on the wall roof,

alleyway & bags should be removed regularly and bags should be properly brushed and cleaned. No loose grains should lie on naked floor.

B. PROVISION OF SAMPLE BAGS

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

C. PALLA BAGS

The Bidder/ Service Provider should provide adequate number of palla bags in each godown.

D. AERATION

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

E. SPRAYING

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

Name of Insecticides	Dosages	Remarks
Deltamethrin 2.5% WP (1:150)	On walls/ alleyways/ Empty space 1.5-2.5 litres of prepared solution per 50Sq. metres.	Once in two weeks
Aluminum Phosphide	9 gms/ MT or 3 tablets/ MT	Exposure period of 5 days at 30 ⁰ C

F. DETERMINATION OF SURFACE

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

G. SEPARATE STORAGE FOR DIFFERENT COMMODITIES

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

H. 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.

I. FORTNIGHTLY INSPECTION

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

Checking up of godown walls, roof and floor, checking up peripheral, top and bottom layer bags in case of bag storage. Checking up of representative sample of each stack. Checking up of stocks of different depths/sides in case of bulk storage.

J. A proper godown wise/ stack wise register to be maintained recording the observations/ findings of the fortnightly inspections DURING INSPECTION IT SHOULD BE AS CERTAINED AND REPORTED WHETHER

1. Proper standard of godown hygiene and cleanliness is being maintained.
2. There are any leakage/cracks and godown stand in need of any repairs.
3. There is any likely hood of damage to stocks due to godown leakage.
4. The floor is free from seepage or not, if not, whether the stocks are likely to get damaged due to seepage.
5. There is any heating etc. in the stocks.

6. The stocks require turn over owing to heating.
7. There is any cake formation along walls in case of bulk storage.
8. The grain of bottom layer bags and other bags is dry, if not whether there is any likelihood of damage to stocks on account of excessive moisture.
9. The stocks are free from infestation. If not, what is the kind and magnitude of infestation and whether spraying/fumigation of the stocks is warranted.
10. There is any damage to stocks due to infestation and, if yes, to what extent.
11. There are any stocks warranting immediate disposal for reasons of deterioration.
12. The fumigation has been done in time.
13. The stocks have been dusted on due dates.
14. There is any rat trouble in the godowns.
15. There is any damage to stocks caused by rats.

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

K. FUMIGATION

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

Dosage-3 tablets or 9 gms. per MT of stocks

Exposure period: 5-7 days

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

After fumigation is carried out, the top and sides of the stacks should be checked for any crawling insects. If any crawling insects are noticed, then it should be taken as an indication of fumigation operation being not carried out properly and effectively. The cause should be looked into and avoided for future operation & stocks should be fumigated again and after exposure period / after fumigation, the bags and the stacks should be cleaned and brushed thoroughly to remove ash and dead pest & stocks should be sprayed with Deltamethrin (in case of crawling infestation) to eliminate the chances of any living pest.

The Bidder/ 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.

The Bidder/ Service Provider will also have to maintain the record of the insecticides consumed from time to time and also the empty container/ tubes, which will be disposed of with the prior approval of the PUNGRAIN.

L. TREATMENT FOR RAIN AFFECTED STOCKS

In case of receipt of rain affected stocks of wheat/rice the Bidder/ 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, Bidder/ Service Provider will get the priority & identification of the stocks to be delivered done from Pungrain. Thereafter, the Bidder/ Service Provider will ensure issue of stocks as per the priority given by the Pungrain/FCI. In case of any deviation in priority, the same has to be authenticated by authorized Pungrain representative giving justifications for the same

14. BRIEF DISCRPTION OF WORK

- i)** The agency/ Bidder/ Service Provider shall be responsible for quality cuts on account of weevilling and living infestation in the stocks.
- ii)** The Bidder/ 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 Bidder/ 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 Pungrain 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 stocks for whatsoever reason while the same are in the custody of the Bidder/ Service Provider, the Bidder/ Service Provider shall be liable to make good to the PUNGRAIN the value of the stocks including, penalties and fines as levied by the concerned Area Manager, FCI for such shortage or damage / loss etc. In addition, if there is collusion of the Bidder/ Service Provider (CARTEL) in such losses or damage, the concerned District

Manager, PUNGRAIN may levy a penalty as deemed fit. In case of any dispute, the decision of the MD PUNGRAIN will be final and binding on the Bidder/ Service Provider.

- iv)** The agency/ Bidder/ Service Provider shall also ensure receipt/ dispatch of stocks strictly conforming to uniform specifications prescribed for the corresponding year. The liability of the Bidder/ Service Provider for any default in this regard will be governed as per the instructions/ procedure contained in the FCI Hqrs. circular No. QC/5(22)/Proc. Qlty. Comp/2001 dated 3/4.6.02 with upto date amendments. It shall be the responsibility of the Bidder/ Service Provider to keep themselves updated with the latest amendments/ modifications in the above instructions.

**Providing of Necessary Infrastructure for Proper Upkeep of
Health of Stocks in Godowns by the Bidder/ Service Provider**

The following items are required to be provided by the Bidder/ Service Provider in the godowns - 10,000 MT capacity as a unit:

Sr. No.	Name of the item/ article	Specification	Approximate Quantity Required
1.	Wooden Crates	As per specifications enclosed of each crate of 5"x3" in size	34/36 wooden crates per stack i.e. 2880 crates for 10,000 MT capacity
2.	Locks	7 leavers with 2 keys	2 locks for each shutter and the required quantity for other building
3.	Weighing Scales (100 KG)	With weights, pans, chains and tripod stand approved by Weight and Measures Dept.	2 sets
4.	Foot Sprayers		2 Nos
5.	Moisture meter	Model No. 6005-SL	1 No
6.	LDPE Polythene Cover	Size 32"x21"x17" Average Thickness 1000 gauge weight 52 kg.	24 Nos
7.	Sand Snakes	Length 40" with dia of 7"	1600 Nos
8.	Pokers (iron make)	IS: 2816 – 1964	4
9.	Enamel Plates	IS: 4333 – (Part 1) – 1996. (reaffirmed 2001)	4
10.	Sieve set	IS 460 – Part 1 : 1985	1
11.	Thermometer	-	1
12.	Ladder	-	1

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13.	Bucket	20 Litres Capacity	2
14.	Mug	1 Litre capacity	2
15.	Measuring Glass	100 ml capacity	2
16.	Aluminum Phosphide	Each tablet of 3 grms (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.
17.	Deltamethrin	Once in 3 months or after fumigation (for spraying)	18 kg in one round of 10000 MT stock
18.	First aid box	Containing all the items required for first aid.	

ANNEXURE-III

NORMS REGARDING QUALIFICATION OF TECHNICAL PERSONS

- 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-IV

FORMAT OF DECLARATION

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

1. I/ we _____ Son/
Daughter/ Wife of _____ hereby authorize
Sh. _____ to represent the bidder firm
namely M/s _____ and to sign and
execute this Bid document (bearing No. _____).
2. That I/ we and authorized representative have carefully read
and understood all the terms and conditions of the tender
bearing No. _____ floated by PUNGRAIN and I/ we and
authorized representative agree, confirm and undertake to abide
by all the terms & conditions as stipulated in the prescribed Bid
document, its Annexures, Appendices.
3. The information/ documents furnished alongwith the above Bid
are true and authentic to the best of my/ our knowledge and
belief. I/ we and authorized representative are well aware of the
fact that furnishing of any false or incorrect information/
fabricated document would lead to rejection of our bid at any
stage without prejudice to any other rights that the PUNGRAIN
may have under the Contract and Law.
4. I/ We and authorized representative further undertake that the
entire responsibility of the personnel deployed under the
contract services will be that of the bidder firm.
5. I/ we do hereby declare that I/ we shall be bound by the act of
my/ our duly constituted attorney i.e. 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

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any intimation of such change is given to the PUNGRAIN or not.
The signatures of my/ our duly constituted attorney/ authorized
representative are as under:

Signatures of authorized representative-

1. _____
2. _____
3. _____

Submitted by,

(alongwith name and rubber seal of the bidder firm)

ANNEXURE-V

**PROFORMA OF WORK EXPERIENCE CERTIFICATE TO BE
 PRODUCED BY THE TENDERER**

Name of the bidder: _____

Sr .N o.	Name of the Client Served	Nature of the work/ Contract executed	Duration of contract period			Prod uct Hand led	Volu me Of Work Hand led In MT	Total Value Of work/ Contract executed	Rem arks (if any)
			No. of year s/ mon ths	Start date	End dat e				
1.									
2.									
3.									
4.									
5.									

(Signature of bidder/ authorized signatory alongwith seal)

- Note: 1.** Self-attested copy of experience certificates issued by appropriate authorities should be attached in support alongwith technical bid.
- 2.** No. of rows may be added, as required.

ANNEXURE-VI

FORMAT OF BANK GUARANTEE

To

Managing Director,
PUNGRAIN, Anaaj Bhawan,
Sector 39 C, Chandigarh

This deed of guarantee is made on this ___ day of _____, 2023.

BY, _____ (name of bank) having its registered office at _____ and one of its local offices at _____ (hereinafter referred to as 'bank') in favour of Punjab State Grains Procurement Corporation Limited (PUNGRAIN), having its head office at Anaaj Bhawan, Sector 39-C, Chandigarh (hereinafter referred to as 'PUNGRAIN').

WHEREAS, M/s _____ (name of service provider), a _____ firm/ company having its registered office at _____ (hereinafter referred to as 'service provider') is bound, as per clause _____ of the terms & conditions of the tender bearing no. _____ (published on _____) to furnish a security deposit @ Rs. 50 per MT (by way of bank guarantee and cash deposit in a ratio of 4:1) for due performance of all obligations under the tender & work awarded to service provider for preservation, maintenance and security (hereinafter referred to as 'PMS') operations to be performed upon the food grains stock stored in PEG godowns located in cluster _____ comprising of districts _____ in the State of Punjab having a total capacity of _____ MT to PUNGRAIN by way of bank guarantee of Rs. _____ (Rupees _____ (in words)_____)

AND WHEREAS the bank has agreed to stand as guarantor on behalf of the service provider and execute this guarantee for the satisfactory fulfillment of the obligation under the agreement executed between PUNGRAIN and service provider for PMS services.

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

- 1.** That the bank hereby, unconditionally and irrevocably, undertakes to guarantee payment on demand without demur to PUNGRAIN and without notice to the service provider, the said amount of Rs. _____ [Rupees _____ (in words) _____] immediately on receipt of the demand from PUNGRAIN enforcing this deed of guarantee.
- 2.** This guarantee shall not be affected/ discharged by any infirmity or irregularity on the part of the service provider and by the dissolution or any change in the constitution of PUNGRAIN or service provider or bank.
- 3.** The bank shall pay to the PUNGRAIN, any money so demanded without any demurrage notwithstanding any dispute or disputes raised by the service provider against PUNGRAIN or bank or any other person(s) in any suit or proceedings pending before any Court or tribunal relating thereto as the bank's liability under this guarantee being absolute or unequivocal.
- 4.** The payment so made by the bank under this guarantee shall be a valid discharge of its liability for payment thereunder and the service provider shall have no claim against bank for making such payment.
- 5.** The bank further agrees and undertakes that the guarantee herein contained shall remain in full-force and effect throughout the period of work contract/ agreement executed between service provider and

PUNGRAIN for PMS operations as aforesaid and further this guarantee shall continue to remain-in-force, if the PUNGRAIN extends the duration of the contract and it shall also continue to be enforceable till all the dues of the PUNGRAIN under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till PUNGRAIN certifies that the terms and conditions of the said agreement have been fully and properly complied and carried out by the said service provider, whichever is later.

6. The bank shall not and cannot revoke this guarantee during its currency except with previous consent of the PUNGRAIN in writing.

7. The guarantee shall remain in-force during the period mentioned above and become ineffective only on written intimation to the bank by PUNGRAIN for this purpose and in that case, this guarantee shall stand discharged.

8. Any forbearance act or omission on the part of PUNGRAIN in enforcing any of the conditions of the said agreement or showing of any indulgence by the to the service provider shall not discharge the bank in any way and the obligation of the bank shall be discharged only on the written intimation thereof being given to the bank by PUNGRAIN.

9. Notwithstanding anything contained herein above unless a demand or claim under this guarantee is made on the bank in writing on or before _____ (date of expiry of guarantee), the bank shall be discharged from all liabilities under this guarantee thereafter.

10. The bank has the power to issue this guarantee under its Memorandum and Articles of Association (MoA & AoA) and the persons, who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

(Signatures alongwith name and designation of the signatory, with seal and complete address of the bank/ surety)

Witness (witness should enter his name and complete address alongwith signatures):

1. _____

2. _____