Notice Inviting Tender

Punjab State Grains Procurement Corporation Limited (PUNGRAIN)
Anaj Bhawan Building, Sector 39-C, Chandigarh – 160036

Online bids under two bid system i.e. Technical Bid and Financial Bid, are invited for testing of relevant chemical /Micro biological content in samples of wheat and rice stocks stored in different godowns/plinths (owned/hired) by PUNGRAIN in the State of Punjab.

Online bids for same can be submitted from 10:00 AM on 10-07-2020 till 05:00 PM on 22-07-2020. The technical bids will be opened at 10:00 AM on 23-07-2020 in the Committee room, Anaj Bhawan, Sector 39-C, Chandigarh in the presence of the bidders or their authorized representatives, who may wish to be present. The date and time of opening of financial bids will be notified online to technically eligible bidders.

The tender form alongwith detailed terms and conditions can be downloaded from e-tender portal of Government of Punjab i.e. https://eproc.punjab.gov.in . The tender fee is Rs 2500/-per tender form (non-refundable).

Note: The tenders will be accepted through e-tendering only. Any further communication will be done through e-tendering website in the form of addendum/corrigendum.

Managing Director
PUNGRAIN
E-TENDER
FOR CHEMICAL TESTING OF
FOOD GRAIN SAMPLES STORED
AT DIFFERENT STORAGE POINTS
BY PUNGRAIN ACROSS THE
STATE.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Introduction</td>
</tr>
<tr>
<td>2.</td>
<td>Address for Correspondence</td>
</tr>
<tr>
<td>3.</td>
<td>Object of the Contract</td>
</tr>
<tr>
<td>4.</td>
<td>Period of Contract</td>
</tr>
<tr>
<td>5.</td>
<td>Scope of work</td>
</tr>
<tr>
<td>6.</td>
<td>Validity of Bids</td>
</tr>
<tr>
<td>7.</td>
<td>Eligibility Criteria for Bidder</td>
</tr>
<tr>
<td>8.</td>
<td>Disqualification Conditions</td>
</tr>
<tr>
<td>9.</td>
<td>Tender Fee</td>
</tr>
<tr>
<td>10.</td>
<td>Earnest Money Deposit (EMD)</td>
</tr>
<tr>
<td>11.</td>
<td>Online Submission of Tender</td>
</tr>
<tr>
<td>12.</td>
<td>Important Dates of Tender</td>
</tr>
<tr>
<td>13.</td>
<td>Clarifications and Amendments to Bid Document</td>
</tr>
<tr>
<td>14.</td>
<td>Opening of Financial Bid</td>
</tr>
<tr>
<td>15.</td>
<td>Acceptance</td>
</tr>
<tr>
<td>16.</td>
<td>Security Deposit</td>
</tr>
<tr>
<td>17.</td>
<td>Submission of Financial Bid</td>
</tr>
<tr>
<td>18.</td>
<td>Payment</td>
</tr>
<tr>
<td>19.</td>
<td>Subletting</td>
</tr>
<tr>
<td>20.</td>
<td>Volume of Work</td>
</tr>
<tr>
<td>21.</td>
<td>Arbitration</td>
</tr>
<tr>
<td>22.</td>
<td>Laws Governing the Contract</td>
</tr>
<tr>
<td>23.</td>
<td>Summary Termination</td>
</tr>
<tr>
<td>24.</td>
<td>Force Majeure</td>
</tr>
<tr>
<td>25.</td>
<td>Notices</td>
</tr>
<tr>
<td>Part-B Financial Bid</td>
<td>16</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>------</td>
</tr>
<tr>
<td>Annexure – A</td>
<td>17</td>
</tr>
<tr>
<td>Annexure - B</td>
<td>18</td>
</tr>
<tr>
<td>Annexure – C</td>
<td>19</td>
</tr>
<tr>
<td>Annexure – D</td>
<td>20-22</td>
</tr>
<tr>
<td>Forwarding Letter</td>
<td></td>
</tr>
<tr>
<td>Format of Declaration</td>
<td></td>
</tr>
<tr>
<td>List of documents to be attached</td>
<td></td>
</tr>
<tr>
<td>Format of bank guarantee</td>
<td></td>
</tr>
</tbody>
</table>
1. **Introduction**

Punjab State Grains Procurement Corporation (Pungrain) is a designated state agency for procurement of foodgrains, primarily wheat & paddy, in the State of Punjab. The wheat and rice stocks procured by Pungrain in Central pool/DCP are stored in open plinths/ Cover and plinth (CAP) and other covered godowns both (owned/ hired) across the state having a total capacity of 45 lakh MT. Pungrain has been entrusted the responsibility of scientific storage of Central pool stocks stored at different storage points across the State.

**DEFINITIONS/ ABBREVIATIONS:-**

A. 'MANAGING DIRECTOR (MD)' means Managing Director of PUNGRAIN.

B. DISTRICT MANAGER (DM)' means concerned District Manager of PUNGRAIN, in jurisdiction of which the storage capacity is located.

C. ‘FCI’ means Food Corporation of India.

D. 'INSPECTOR' means the concerned Inspector posted at the particular storage point.

E. CAP means Cover and Plinth.

F. 'GHB' means Guaranteed Hiring Basis i.e. the capacity hired by PUNGRAIN and further handed over to FCI on guarantee basis.

G. STOCKS' means food grains, primarily wheat and rice stored in the open plinth/CAP/godowns.

H. 'LAB' means Laboratories accredited by "National Accreditation Board for testing and calibration laboratories" and notified by FSSAI.

I. FSSAI means Food Safety and Standard Authority of India.

2. **ADDRESS FOR CORRESPONDENCE**

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

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

3. **OBJECT OF THE CONTRACT**

3.1 Online bids under two bid system i.e. technical bid and financial bid through [https://eproc.punjab.gov.in](https://eproc.punjab.gov.in) are invited from eligible bidders i.e NABL Accredited Laboratories notified by FSSAI to test the samples of wheat and rice for chemical parameters viz. Uric acid, Mycotoxins/Aflatoxins, and pesticide residues viz. Malathion, Deltamethrin, DDVP, Aluminium Phosphide as per FSSAI specifications after collecting samples of appropriate quantity from districts.

4. **PERIOD OF CONTRACT**

The contract shall remain in force for a period of one year (1 years) and could be extended for another one-year upto six months at a time at the sole discretion of PUNGRAIN.

5. **Scope of work:**

The Laboratory will perform chemical testing on the food grain samples primarily of Rice and wheat as per Standard method of chemical tests for:

- Uric Acid
- Mycotoxins/Aflatoxins
- Aluminum phosphide residue
- Malathion
- DDVP and
- Deltamethrin (pesticide residues)

5.1 The Laboratory will collect samples of food grain from the District Offices in the State of Punjab as and when the districts call for collection of samples.

5.2 The Laboratory will send the individual sample reports to the concerned Districts by email within 07 (seven) working days from receipt of the samples and the original reports be couriered/delivered to the concerned Districts also within 15 days.
5.3 In the event of delay in receipt of test results after 07 days an amount equivalent to 0.5 % of the testing charges per sample will be deducted as liquidated damages.

5.4 Bidder/Lab need to intimate this office immediately if the testing results of any sample are not at par with parameters. FSSAI/ FCI specifications. The final report of the laboratory must mention opinion as follows:

"The sample (Rice/ Wheat) conform to the standards of laid down under 2.4.6 (5) of the food Safety and Standards (Food products standards & food additives) Regulations 2011 with respect to above test parameter.

6. **VALIDITY OF BIDS**

The bids shall remain open and valid for acceptance up to 45 days from the date of opening of technical bid. However, PUNGRAIN reserves the right to extend this period by another 15 days at its discretion and such extension shall be binding on the bidders. The EMD of the bidder(s) not keeping the offer open for the prescribed period 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.

7 **ELIGIBILITY CRITERIA FOR TENDERER**

7.1 The laboratory should possess a license issued by National Accreditation Board for testing and calibration laboratories, which is required to remain valid for the period of this contract.

7.2 The bidder lab should have Company CIN, if any.

7.3 The bidder lab should have valid PAN Card.

7.4 The bidder lab should have valid GSTIN.

7.5 The bidder lab should have presence in Punjab/ Chandigarh/ Tricity and enough resources to collect samples from all districts across the State.

7.6 The bidder lab should not be blacklisted by any Central/ State Government in India during the last 3 years preceding the date of submission of this bid.
8. **Disqualification conditions:**

8.1 If the proprietor/ any director/ any partner of the bidder lab, 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 bidder lab will be ineligible during the period of such blacklisting.

8.2 Failure by any Bidder(s) to provide all of the information required in the Bid Proposal or any additional information as requested by PUNGRAIN including any supporting document.

8.3 Non-Receipt of Bid Proposal on or before the last date and time specified in this document.

8.4 Misrepresentations in the Bid Proposal or any supporting documentation.

8.5 Non – payment of Tender Fee and/or EMD.

8.6 Incomplete or conditional bids that do not fulfill all or any of the conditions specified in this tender document.

8.7 Use of unfair means.

8.8 Bids signed by unauthorized person and unsigned corrections in the bids.

9. **Tender FEE**

The cost of this document Rs. 2500/- (Rupees Two thousand five hundred only) (non-refundable), shall be payable on-line using payment gateway of the https://eproc.punjab.gov.in.(portal)

10. **EARNEST MONEY DEPOSIT (EMD)**

10.1 The bidder has to deposit an amount of Rs. 25,000/- (Twenty five thousand only) in the bid towards Earnest Money through online payment gateway of the e-tendering website by RTGS/ NEFT/ ELECTRONIC MODE.

10.2 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.

10.3 The earnest money is also liable to be forfeited in the event of the bidder’s failure after the acceptance of tender to furnish the requisite
security deposit/bank guarantee by the due date without prejudice to any other right or remedies of the PUNGRAIN under the contract and law.

10.4 In event of the bidder submitting the conditional tenders, the EMD of such bidders will be forfeited.

10.5 Earnest money will be refunded to all the unsuccessful tenderers as soon as possible after a final decision on tenders is taken.

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

10.7 Earnest money deposit of the successful bidder(s) will be adjusted in the total amount of security deposit to be paid at the time of signing of contract, if the contract is awarded.

11. ONLINE SUBMISSION OF TENDER

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//. For participating in the bidding process, the bidders shall have to get themselves registered with https://eproc.punjab.gov.in and get user ID and password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For clarification / difficulty regarding e-tendering process flow, please contact helpdesk numbers mentioned under Contact us menu on home page of above mentioned portal for e-tendering. Bids along with Annexures/ supporting documents etc. must be serially numbered and signed (wherever applicable these should be digitally signed) by the bidder. The bids complete in all respects along with legible copies of duly filled attachments including appendices, annexures, and supporting documents etc. are to be 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 any case, the physical/ hard copy of the bid documents will not be accepted.

11.1 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.
11.2 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 apart from initiating legal action under the applicable law(s) for causing any loss/damage and to disqualify/summarily terminate the contract without prejudice to any other rights or remedies that the PUNGRAIN may have under the Contract and Law.

11.3 The indicative list of documents to be submitted along with Bid is at Annexure –C.

11.4 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.

11.5 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.

11.6 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) digitally signed by the bidder.

11.7 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.

11.8 Only authorized person should sign the tender. His/ her name, designation, and address should be given in capital letters.

12 IMPORTANT DATES OF TENDER

| Date of publication of NIT in News Papers | 10/07/2020 |
| Date of publication of tender | 10/07/2020 |
| Starting date & time of bid submission | 10/07/2020 |
| Closing date & time of bid submission | 22/07/2020 05:00 PM |
| Technical Bid Opening date & time | 23/07/2020 10:00 AM |
| Financial Bid Opening date & time | Will be intimated online to eligible bidders |
13. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENT

13.1 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.

13.2 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 may not be published in any newspaper.

13.3 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.

13.4 PUNGRAIN at its sole discretion may ignore minor omission in the submission of technical bid such as omitting to give number on a page etc. in the interest of increasing the competition.

13.5 If required, the successful bidder will provide original/attested copies of the attachments submitted with the bid on the notified date to enable the PUNGRAIN to physically verify the authenticity of the documents. Bidders who fail to furnish the original documents for verification on the date & time fixed for verification will be summarily rejected.

13.6 For any technical 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 0172-2970263, 0172-2970284, which are available from 9 am to 5 pm on all Govt. working days or through email at eproc@punjab.gov.in.
13.7 For any queries relating to tender document, the bidders can contact PUNGRAIN through email: qchqpungrain@gmail.com or through telephone 0172-2636097.

14 OPENING OF FINANCIAL BID

14.1 After evaluating the technical bid, 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. Financial bids of the parties who do not qualify in technical bid will not be opened.

14.2 Bidders are at liberty to be present or authorize a representative to be present at the opening of bids at the specified time and date.

15 ACCEPTANCE

15.1 In case more than one bidder is found as L-1, final decision will be taken by Managing Director, Pungrain on the basis of duration of Certification issued by NABL.

15.2 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 bidder/lab shall act upon such acceptance letter.

15.3 PUNGRAIN is not bound to accept the lowest or any bid and reserves the right to reject any or all bids with/ without any reason.

15.4 Accept/prefer any bid or bidder without assigning any reason and also reduce or extend the period of contract without assigning any reason.

16. SECURITY DEPOSIT

The successful tender(s) shall furnish, within fifteen working days of acceptance of his tender, a security deposit in form of irrevocable Bank Guarantee of Rs. 1.75 Lacs (One lac seventy five thousand only), excluding EMD which will be adjusted as cash component of security. for the due
performance of his obligations under the contract 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.

16.1 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. PUNGRAIN will independently verify from the issuing Bank the genuineness of bank guarantee as well as its extensions from time to time as furnished by the tenderer.

16.2 The security deposit will be refunded to the bidder/lab on due and satisfactory performance of the services and on completion of obligations by the bidder/lab under the terms of contract and submission of clear "No dues Certificates" both by the concerned District offices and the MD PUNGRAIN office subject to such deductions from the security as may be necessary for making up the PUNGRAIN's claim against bidder/lab. 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 bidder/lab.

17 SUBMISSION OF FINANCIAL BID

The bidder will quote rates (exclusive of GST). These rates, however, shall be inclusive of other applicable local/statutory taxes, duties, cess etc. applicable.

18 PAYMENT

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

18.1 Invoices of testing samples should be submitted at district offices within 7 days from date of submission of reports.

18.2 Payment for the samples analyzed and test results delivered will be made to the laboratory through District Manager, Pungrain within 30 days of the receipt of original and duplicate copies of invoices
along with copy of lab report/analysis result.

18.3 The payment shall be released through ECS/NEFT/RTGS only and shall be responsibility of the Lab to provide its bank details.

19 SUBLETTING

19.1 The lab shall not sublet or transfer or assign the contract or any part thereof to any other party. In the event of the lab contravening this condition, the PUNGRAIN shall be at liberty to get the work done from alternative sources at its risk and cost.

20. VOLUME OF WORK

There is no guarantee of fixed number of samples from any district during the currency of the contract.

21. ARBITRATION

21.1 The lab shall endeavor to resolve any disputes arising out of this tender/contract through mutual consultations through the intervention of the Managing Director, PUNGRAIN, if required, at the first instance.

21.2 All disputes and difference arising out of or in any way touching or concerning this tender/contract, whatsoever, shall be referred to the sole arbitrator i.e. the Managing Director, PUNGRAIN, or any other person authorized by him in this regard in writing. There will be no objection to any such appointment on the ground that the person so appointed is an employee of the corporation and that he deals with the matter to which the contract relates and that in course of his duties as employee of the corporation, he had expressed views on all or any of the matter in dispute. The award of such arbitrator shall be final and binding upon the parties to the contract.

21.3 The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractors shall be withheld on account of such proceedings.

21.4 The costs of the arbitration shall be borne by the parties as per the decision of the Arbitrator. No litigation is permissible without going through the arbitration process.

21.5 The place of arbitration shall be at Chandigarh only.
21.6 The arbitration shall be finalized as per the provisions under the Arbitration and Conciliation Act, 1996.

22. LAWS GOVERNING THE CONTRACT

The contract will be governed by the laws of India in force for the time being in force.

23. SUMMARY TERMINATION

23.1 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 lab at their last known place of residence/business and the bidder/lab shall not be entitled to any compensation by reason of such termination.

23.2 In the event of breach by the lab of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the PUNGRAIN shall also have, without prejudice to other rights and remedies, the right to terminate the contract forth with at the risk and cost of the lab 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 such termination and/or in completing the assignment.

23.3 In the event of failure of the bidder lab to undertake the work after execution of agreement or if bidder lab 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 lab and the lab 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 bidder/lab without prejudice to any other remedy under the contract/Law.

24. FORCE MAJEURE

If a lab 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 lab obligations under the Agreement. The lab 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.

25. 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.

(Signature of bidder/lab)
(with rubber seal of the firm)
**Part B- Financial Bid**

(The bidder is only required to fill [online](#) template available for submitting financial bid on the e-tendering website and not this hard copy)

The bidder should quote rate exclusive of GST in INR ...............in figures as well as in words. There should be no cutting/ overwriting in the price bid.

**BID**

I/ we hereby quote following rates (exclusive of GST) for collection and testing of samples of foodgrains/ coarse grains, etc. stored in Plinths/godowns of Pungrain as per FSSAI guidelines and provided under this tender:

<table>
<thead>
<tr>
<th>Item</th>
<th>Tests to be undertaken in a sample</th>
<th>Consolidated rate for Testing of all specified tests of food grain sample (excluding GST) (Rs. Per sample)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One food grains (Rice/wheat) sample</td>
<td>• Uric Acid &lt;br&gt;• Mycotoxin/Aflatoxin, &lt;br&gt;• DDVP Residue &lt;br&gt;• Deltamethrin Residue, &lt;br&gt;• Aluminum Phosphide Residue &lt;br&gt;• Malathion Residue</td>
<td>Rate in Figures: &lt;br&gt;<strong>Rate to be quoted online</strong>&lt;br&gt;Rate in Words: &lt;br&gt;<strong>Rate to be quoted online</strong></td>
</tr>
</tbody>
</table>

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

Date:       Signature of Tenderer/ Authorized Signatory

Full Name of Signatory/ Tenderer
FROM:
FULL NAME AND ADDRESS OF THE LABORATORY.


To

The Managing Director
Punjab State Grains Procurement Corporation Limited
Anaaj Bhawan, Sector-39 C, Chandigarh.

SUB: Testing of food grains (Rice / Wheat) samples at our Laboratory (NABL accredited Laboratories notified by FSSAI).

Sir,

I/ We, hereby offer to test the samples of wheat and rice for chemical parameters viz. Uric acid, Mycotoxins/ Aflatoxins, and pesticide residues viz. Malathion, Deltamethrin, DDVP, Aluminium Phosphide as per FSSAI specifications at the prices quoted by us in our financial bid being submitted online with this tender and agree to hold this offer as per terms and conditions of the e-tender floated by Pungrain.

We have thoroughly examined and understood all the Terms and Conditions of e-tender and the same are acceptable to us.

Yours faithfully

Signature of Tenderer
(NAME OF THE PERSON SIGNING)
(ALONGWITH WITH CAPACITY)
ANNEXURE-B

DECLARATION

(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.

2. That I/ we and authorized representative(s) have carefully read and understood all the terms and conditions of the tender bearing floated by PUNGRAIN and I/ we and authorized representative(s) 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 here by 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 any intimation of such change is given to the PUNGRAIN or not. The signature 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-C

PARTICULARS OF BUSINESS

1. Name of bidder lab.
2. Address of the bidder lab
3. Number of branches in Punjab, Chandigarh and Tricity.
4. Email id and contact number

List of Documents to be uploaded in Technical bid folder/cover:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>List of Documents</th>
<th>Evidence required to be uploaded</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EMD Rs 25000(Twenty five thousand only) in favour of Punjab State Grains Procurement Corporation Limited</td>
<td>UTR No</td>
</tr>
<tr>
<td>2.</td>
<td>Company CIN, if any</td>
<td>Self–attested copy</td>
</tr>
<tr>
<td>3.</td>
<td>PAN card</td>
<td>Self–attested copy</td>
</tr>
<tr>
<td>4.</td>
<td>GSTIN</td>
<td>Self–attested copy</td>
</tr>
<tr>
<td>5.</td>
<td>Certificate showing Laboratory notified by FSSAI alongwith validity of their NABL Accreditation</td>
<td>Registration certificate from FSSAI and NABL</td>
</tr>
<tr>
<td>6.</td>
<td>The bidder should have presence in Punjab/Chandigarh/Tricity for collection of samples from District Offices at their own.</td>
<td>Self Certification by authorized signatory</td>
</tr>
<tr>
<td>7.</td>
<td>Declaration stating that none of partner /director /owners has been blacklisted by any Central/State Govt. in India or Public Sector Undertaking during the last 3 years, preceding the date of submission of this bid.</td>
<td>Affidavit by authorized signatory</td>
</tr>
</tbody>
</table>

Dated:                                                          Name & Seal of Tenderer’s Firm/company

Place
ANNEXURE-D
FORMAT OF BANK GUARANTEE

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

This deed of guarantee is made on this ___ day of
________, 2020, by, ___________________________ (name of bank) having
its registered office at ______________ and one of its local office 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 bidder), a
_____________ firm/ company having its registered office at
____________________ (hereinafter referred to as ‘bidder’) is bound, to
furnish a security deposit @ Rs1.75 lac (by way of bank guarantee) for
award of work regarding chemical testing of foodgrains samples stored at
different storage points in the State of Punjab.

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

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 bidder, 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 bidder and by the dissolution or any change
in the constitution of PUNGRAIN or bidder 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 bidder 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 there under and the bidder 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 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 bidder, 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 any of the conditions of the said agreement or showing of any indulgence by the bidder 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 2.5 years (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. ____________