

PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN)
Anaaj Bhawan, Sector 39 C, Chandigarh

E-tender for the purchase of 15400 LDPE Covers for storage of wheat during RMS 2024-25

GEM Bid no. GEM/2024/B/4888986, Dated: 26/04/2024

Corrigendum-01, dated 03.05.2024

The following amendments are made in the respective clauses:

Clause No.	Original Clause	Revised Clause
2	<p>2. EARNEST MONEY</p> <p>a. The Earnest Money will be returned to all unsuccessful Tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified and within a period of 30 days from the date of issue of the Acceptance Letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit in form of Bank Guarantee within the stipulated period. No interest shall be payable on Earnest Money in any case to any of the tenderer</p>	<p>2. EARNEST MONEY</p> <p>a. The Earnest Money will be returned to all unsuccessful Tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified and within a period of 30 days from the date of issue of the Acceptance Letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit in form of Bank Guarantee within the stipulated period. No interest shall be payable on Earnest Money in any case to any of the tenderer. EMD shall be adjusted in Performance Guarantee.</p>
3	<p>3. BG & SECURITY DEPOSIT</p> <p>i. The successful Tenderer shall furnish Performance Bank Guarantee within 15 days from the date of award of sanction order/contract, in the form of an irrevocable, unconditional Bank Guarantee of the value equivalent to 3% of tender value with validity of Thirty Nine months (in the attached format – Annexure ‘C’) from a ‘Scheduled commercial bank’ notified by RBI (excluding all Urban/Rural/State Co-</p>	<p>Clause 3. Performance Guarantee cum Security</p> <p>i. The successful Tenderer shall furnish Performance Guarantee cum Security within 7 days from the date of award of sanction order/supply order of the value equivalent to 5% of order value by the way of deposit of amount of Performance Guarantee cum Security in Bank account of MD Pungrain or in the form of an irrevocable, unconditional Bank Guarantee with validity of Twenty-Four months</p>

<p>Operative banks and Gramin Banks) to Pungrain, Anaaj Bhawan Sector 39 C, Chandigarh. In case the Tenderer fails to furnish the BG in the form of Bank Guarantee within the prescribed period, the Corporation reserves the right to terminate the contract, forfeit the EMD and get the work done at the risk and cost of the Tenderer, without prejudice to any other rights or remedies, the Corporation may have under the Contract and Law.</p> <p>ii. a) The Tenderer are requested to submit their original Bank Guarantee within 15 days from the date of award of sanction order/contract. The Bank Guarantee issuing bank shall compulsorily send cover bank guarantee issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's banker i.e.</p> <ul style="list-style-type: none"> • 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. <p>The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original bank guarantee. BANK GUARANTEE submitted without these details shall not be accepted.</p> <p>iii. The successful Tenderer shall also deposit an amount as security equivalent to 5% of the total cost of ordered quantity of store(s) with the indenting offices of Pungrain, within 7 working days from the date of issue of Sanction order through RTGS/NEFT or Electronic Clearing System (ECS)/ other electronic means in favour of Pungrain payable at a place where supply order/indent has been placed. Corporation will not pay any interest on Security Deposit in any case. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. The refund shall be made by electronic means to any bank account in India for which necessary bank details shall be provided by the party.</p>	<p>with claim period of extra 3 months (in the attached format – Annexure ‘C’) from a ‘Scheduled commercial bank’ notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) to Pungrain, Anaaj Bhawan Sector 39 C, Chandigarh. In case the Tenderer fails to furnish the Performance Guarantee within the prescribed period, the Corporation reserves the right to terminate the contract, forfeit the EMD and get the work done at the risk and cost of the Tenderer, without prejudice to any other rights or remedies, the Corporation may have under the Contract and Law.</p> <p>ii. a) The Tenderer are requested to submit their Performance Guarantee cum Security within 7 days from the date of award of supply/sanction order. The Performance Guarantee issuing bank shall compulsorily send Performance guarantee cum Security issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's banker i.e.</p> <ul style="list-style-type: none"> • MT760 COV for issuance of Performance Guarantee. • MT767 COV for amendment of Performance Guarantee. • Issuing bank shall mention PUNGRAIN beneficiary code "MDPMSCX" in field 7037 of MT760 COV/ MT767 COV. • PUNGRAIN beneficiary code will be MDPMSCX. <p>The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original Performance guarantee cum Security. Performance GUARANTEE cum security submitted without these details shall not be accepted.</p> <p>iii. -Deleted-</p> <p>iv. In case of failure of Tenderer to deposit the Performance Guarantee cum Security within 7 working days from the date of issue of Supply Order, further</p>
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<p>iv. In case of failure of Tenderer to deposit the Security Deposit within 7 working days from the date of issue of Supply Order, further extension of seven working days can be given by Pungrain subject to levy of penalty @ 1% of Security Deposit.</p> <p>v. If the contractor having been called upon by the Corporation to furnish the Security, fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for the Corporation to terminate the contract treating it as Breach of contract besides forfeiture of Security Deposit already furnished by the contractor in the form of Bank Guarantee along with the Security deposit and to purchase or authorize the purchase of the stores at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies the corporation may have under the Contract and Law. The Tenderer will also be debarred from participating in any future Tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the Tenderer may be allowed to participate in the future Tenders of Pungrain provided all the recoveries/dues have been affected by the Corporation.</p> <p>vi. If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.</p> <p>vii. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.</p> <p>viii. If the contractor fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Contractor or</p>	<p>extension of seven working days can be given by Pungrain subject to levy of penalty @ 1% of Performance Guarantee cum Security.</p> <p>v. If the successful tenderer having been called upon by the Corporation to furnish the Performance Guarantee cum Security, fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for the Corporation to terminate the contract treating it as Breach of contract besides forfeiture of EMD already furnished by the contractor and to purchase or authorize the purchase of the stores at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies the corporation may have under the Contract and Law. The Tenderer will also be debarred from participating in any future Tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the Tenderer may be allowed to participate in the future Tenders of Pungrain provided all the recoveries/dues have been affected by the Corporation.</p> <p>vi. If the successful Tenderer had previously held any contract and furnished Performance Guarantee cum Security, the same shall not be adjusted against this Tender and a fresh Performance Guarantee cum Security will be required to be furnished.</p> <p>vii. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Performance Guarantee cum Security.</p> <p>viii. If the contractor fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the Corporation to forfeit</p>
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<p>to appropriate the Security Deposit furnished by the contractor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, Save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Corporation shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the contractor.</p> <p>ix. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Contractor.</p> <p>x. In the event of the Security Deposit being insufficient or if the security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance due.</p> <p>xi. The Security Deposit/Bank Guarantee will be refunded/released only after satisfactory execution of contract, subject to the aforementioned conditions and after the expiry of the guarantee period and on submission of "NO DUES CERTIFICATE" issued by the recipient office(s) of the Corporation, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the supplier and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Supplier on any account and all other losses / damages that the Corporation is entitled to recover from the Supplier. No interest shall be paid to the Tenderer/ Contractor on EMD/ SD in any circumstances, whatsoever.</p>	<p>either in whole or in part, in its absolute discretion, the Performance Guarantee cum Security furnished by the Contractor or to appropriate the Performance Guarantee cum Security furnished by the contractor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, Save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Corporation shall refund the Performance Guarantee cum Security to the contractor after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the contractor.</p> <p>ix. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Contractor.</p> <p>x. In the event of the Performance Guarantee cum Security being insufficient or if the Performance Guarantee cum Security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance due.</p> <p>xi. The Performance Guarantee cum Security will be refunded/released after period of 27 months (24 months + 3 months) only after satisfactory execution of contract, subject to the aforementioned conditions and after the expiry of the guarantee period and on submission of "NO DUES CERTIFICATE" issued by the recipient office(s) of the Corporation, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the supplier and after deducting all costs and other expenses that the</p>
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	<p>i. xii. The repayment of EMD / SD shall also be made in INR payable at any city of India. However, in case any party desires to receive the same in foreign currency, within or outside India, the transaction costs for the same and the exchange risk variations would have to be borne by the party.</p>	<p>Corporation may have incurred due to default of the Supplier on any account and all other losses / damages that the Corporation is entitled to recover from the Supplier. No interest shall be paid to the Tenderer/ Contractor on EMD/ Performance Guarantee cum Security in any circumstances, whatsoever.</p> <p>xii. The repayment of EMD / Performance Guarantee cum Security shall also be made in INR payable at any city of India. However, in case any party desires to receive the same in foreign currency, within or outside India, the transaction costs for the same and the exchange risk variations would have to be borne by the party.</p>
11 (iii)	<p>11. DELIVERY SCHEDULE (iii) DELIVERY SCHEDULE</p> <p>Pungrain reserves the right that indented quantity may be undrawn, underdrawn or overdrawn.</p> <p>Delivery schedule is prescribed as under:-</p> <ol style="list-style-type: none"> 1. The supplier should offer minimum 40% of the ordered quantity within 10 days of issuance of the supply order 2. Supplier should offer minimum 80% of the ordered quantity within 20 days of issuance of the supply order. (Total 20 days) 3. Supplier should offer 100% of quantity within 30 days of issuance of the supply order. (Total 30 days) <p>PUNGRAIN reserves the right to place order for the quantity required, if any, within six months from the date of placement of first order to the supplier(s). However, before placing additional order PUNGRAIN will take into account any order approved by other Punjab Govt. agency and in case rate approved is found to be lesser than that of PUNGRAIN for material of having same specification and weight, same will be applicable on additional quantity to be ordered.</p> <p>The delivery of goods as per time schedule is the essence of the supply order. The entire contracted quantity (ies) shall have to be offered within 30 days from the date of issue of supply order. After the quantity is offered by the supplier, pre dispatch inspection would be conducted and samples would be drawn as per the</p>	<p>11. DELIVERY (iii) DELIVERY SCHEDULE</p> <p>Pungrain reserves the right that indented quantity may be undrawn, underdrawn or overdrawn.</p> <p>Delivery schedule is prescribed as under:-</p> <ol style="list-style-type: none"> 1. The supplier should offer minimum 20% of the ordered quantity within 10 days of issuance of the supply order 2. Supplier should offer minimum 60% of the ordered quantity within 20 days of issuance of the supply order. (Total 20 days) 3. Supplier should offer 100% of quantity within 30 days of issuance of the supply order. (Total 30 days). <p>PUNGRAIN reserves the right to place order for the quantity required, if any, within six months from the date of placement of first order to the supplier(s). However, before placing additional order PUNGRAIN will take into account any order approved by other Punjab Govt. agency and in case rate approved is found to be lesser than that of PUNGRAIN for material of having same specifications and weight, same will be applicable on additional quantity to be ordered.</p> <p>The delivery of goods as per time schedule is the essence of the supply order. The entire contracted quantity (ies) shall have to be offered within 30 days from the date of issue of supply order. After the quantity is offered by the supplier, pre</p>

<p>inspection/sampling protocol. The drawn samples would be sent to an NABL Accredited Lab for testing. After receiving the satisfactory test report from lab, delivery instructions would be issued by the indenting SPA to the supplier and the supplier shall ensure that the covers are despatched to FOR destinations immediately and not later than 3 days of issuance of delivery instructions.</p> <p>However, in case of any unforeseen circumstances, the Managing Director of PUNGRAIN/SPA reserves the right to extend the delivery period for a maximum of 7 days @ 2% of the value of the left over stocks and in case the ordered quantity is not despatched in the extended period also, then the PUNGRAIN/SPAs reserves the right to forfeit the security amount in part or full and may go in for risk purchase at the risk and cost of the Supplier.</p>	<p>dispatch inspection would be conducted and samples would be drawn as per the inspection/sampling protocol. The drawn samples would be sent to an NABL Accredited Lab for testing. After receiving the satisfactory test report from lab, delivery instructions would be issued by the indenting SPA to the supplier and the supplier shall ensure that the covers are despatched to FOR destinations immediately and not later than 3 days of issuance of delivery instructions.</p> <p>However, in case of any unforeseen circumstances, the Managing Director of PUNGRAIN/SPA reserves the right to extend the delivery period for a 7 days @ 2% of the value of the left over stocks and further to extend the delivery period for another 7 days @ 4% of the value of the left over stocks. In case the ordered quantity is not despatched in the extended period also, then the PUNGRAIN/SPAs reserves the right to forfeit the security amount in part or full and may go in for risk purchase at the risk and cost of the Supplier.</p>
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Place: Chandigarh
Dated 03.05.2024

Managing Director, Pungrain