PUNJAB STATE GRAINS PROCUREMENT COROPORATION 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/4791674, Dated: 16/03/2024

Corrigendum-01, dated 06.04.2024

The following amendments are made in the respective clauses:

| Clause | Original Clause | Revised Clause |
|--------|--|---|
| No. | | |
| 6 (1) | LDPE film/sheet of covers to conform to BIS Specification No. 2508–2016 with up- to-date amendments. Product | LDPE film/sheet of covers to conform to BIS Specification No. 2508–2016 with up- to-date amendments. LDPE |
| | should also be duly ISI marked. | film/sheet used for manufacturing of covers should be duly ISI marked. |
| 9(i) | Sampling | Sampling |
| | Out of 3 covers drawn from each sub lot physically | Out of 3 covers drawn from each sub lot physically |
| | inspected one cover shall be selected at random for | inspected one cover shall be selected at random for |
| | drawing of samples of polythene sheets meant for lab | drawing of samples of polythene sheets meant for lab |
| | test. The sample sheet measuring 2 sq. mts. areas shall | test. The sample sheet measuring 2 sq. mts. areas shall |
| | be cut in triplicate out of covers selected at random for | be cut in triplicate out of covers selected at random for |

lab. Test. The portion from where the sample has been drawn for laboratory test shall be mended by the supplier by replacing additional sheet of identical material with triple heat sealed immediately after sampling has been completed at the place from where samples were cut out. Samples drawn shall be referred to Govt. labs (BIS approved/NABL accredited Lab. certified for conducting relevant detailed tests) as nominated /deputed by the Pungrain/State agency for detailed tests as per laid down specifications. Inspection note/notes shall be released by the inspecting officer(s) thereafter the lot/lots are cleared by the lab., the dispatch instruction of the material shall be given to the Supplier only after the material is cleared by the lab., tests. All tests charges shall be borne by the Supplier. The sample shall be signed by the purchaser's Representative and Supplier or his authorized Representative, one will be sent to the lab., one will be given to the Suppliers and one will be retained as reference sample by the Purchaser. No retesting will be allowed of once failed sample.

lab. Test. The portion from where the sample has been drawn for laboratory test shall be mended by the supplier by replacing additional sheet of identical material with triple heat sealed immediately after sampling has been completed at the place from where samples were cut out. Samples drawn shall be referred to Govt. labs (BIS approved/NABL accredited Lab. certified for conducting relevant detailed tests) as nominated /deputed by the Pungrain/State agency for detailed tests as per laid down specifications. Inspection note/notes shall be released by the inspecting officer(s) and thereafter the lot/lots shall be tested and affirmed to be in conformity with the specifications by the lab. The dispatch instruction of the material shall be given to the Supplier only after the sample is reported to be conforming to laid down specifications by the lab. All testing charges shall be borne by the Supplier through Pungrain/SPAs. All the three samples shall be signed by the purchaser's Representative and Supplier or his authorized Representative, one will be sent to the lab., second will be given to the Supplier and the third will be retained as reference sample by the Purchaser. No retesting will be allowed of once failed sample.

In case the samples fails, in one parameter the penalty to be imposed will be Rs 500/- per cover for entire lot from which the sample was drawn. In case, it fails in more than one parameter or up to 5 parameters, penalty of Rs 1,000/- per cover will be imposed on the entire lot from which the sample was drawn. In case of failure of more than 5 parameters, 20% of pending payment of entire order will be withheld and blacklisting proceeding will be initiated against the supplier. Further supplier has to give replacement of the total lot up within 30 days from date of notification of replacement. If not replaced within time, then agency will replace at the risk and cost of supplier upto the satisfaction of State Procuring Agencies for the lot out of which the said sample was drawn, the right to impose penalty rests with Managing Director PUNGRAIN/concerned agency whose decision shall be final on the concerned suppliers.

11 (iii) **DELIVERY SCHEDULE**

The quantity to be delivered on month to month basis under the RRC shall be intimated by the concerned indenting office(s). The offer of cover(s), for inspection to Pungrain/ concerned agency nominated team shall commence within 30 days from the date of issuance of

DELIVERY SCHEDULE

Pungrain reserves the right that indented quantity may be undrawn, underdrawn or overdrawn.

Delivery schedule is prescribed as under:-

communication of detailed supply order. The firm shall deliver duly approved store(s) in PUNGRAIN/concerned agency nominated depots after passing the Lab Tests within 21 days of issuance of intimation of Test Results of Laboratory / Test House by State Procurement Agencies Inspecting Officer (s). All the covers are to be offered / delivered as per delivery schedule. Time is the essence of contract, in the event of delayed offer liquidated damages charges at the rate of 2% of the price of the Store(s) which the Contractor has failed to offer within the delivery period fixed for each month or part thereof shall be levied on the supplier. In addition in the event of delayed delivery after intimation of test results, LD charges @ 2% of the price of the store(s) which the Contractor has failed to offer within the delivery period fixed for each month or part thereof shall also be levied on the supplier. The date of offer of covers for inspection shall be treated as date of offer only for the covers which will pass the Lab Test for the purpose of levy liquidated damages. The covers which have failed in the Lab test will not be treated as offer. However, for the purpose of computing LD charges in such cases the period of testing will be deducted from the total period of delay. The covers after inspection and passing the lab test shall be

- 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)

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.

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 inspection/sampling protocol. The drawn samples

| | supplied to the consignees as per DIs issued by the Indenting Office. Time taken for inspection and testing of samples will be on Pungrain account. | 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. |
|------|---|---|
| | | 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. |
| 19 j | New Addition | Bid Evaluation |
| | | a. Technical evaluation will be done first wherein evaluation of fulfilment of technical eligibility criteria mentioned will be undertaken. b. The financial bids of only those tenderers will be opened, who qualify in the technical bid. In case of non-qualifying technical bid, it will render the |

tenderer as ineligible and its financial bid will not be opened.

- c. The tenderer who quotes minimum rate in the financial bid will be declared as L-1. The rate quoted will be inclusive of GST and all levies etc. at FOR destination anywhere in Punjab.
- d. The tender quantity will be splitted into maximum 3 bidders as follows
 - (i) The quantity offered by L1 bidder would be allocated to the L1 bidder.
 - (ii) The balance quantity, if any, would be offered at L1 rate to L2 bidder. If L2 refuses to match the L1 rate, the next bidder in financial ranking would be called to match the L1 rate till the entire quantity required by SPA is met. Final decision may be taken with the approval of competent authority.

Note: If there is a tie in the quoted rates, the issue will be addressed as per the standard GeM protocol. However, even after following the protocol the issue is not resolved, then the bidder having higher annual turnover for last FY (2022-23) shall be considered as the successful bidder.

| 19 k | New Addition | The terms and conditions mentioned in the ATC |
|--------|--------------|--|
| | | document shall prevail over the General Terms and |
| | | Conditions of the GeM bid. |
| 16 | New Addition | Any Tenderer or his principal manufacturer who has |
| (VIII) | | been found to have indulged in cartelization in any of the |
| | | tendering processes of Pungrain/FCI/SPAs in the |
| | | previous years shall be ineligible. |

Place: Chandigarh

Dated 06.04.2024

Managing Director, Pungrain