



**REQUEST FOR TENDER (RFT) FOR SELECTION OF
BIDDERS FOR SUPPLY OF 5 KG, 10 KG and 50KG
(MASTER) BAGS FOR PACKAGING OF WHEAT**

March 2024

Reference no.: 2024/660622/3

Department of Food, Civil Supplies and Consumer Affairs (DFCS&CA),

Government of Punjab

Anaaj Bhawan, Sector 39-C,

Chandigarh – 160036

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

Notice Inviting Bid

Government of Punjab
Department of Food, Civil Supplies & Consumer Affairs

RFT reference no.: 2024/660622/3

Online bids are invited from the interested bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat to be distributed under NFSA scheme.

Interested bidders may download the RFT document from the State e-tendering portal, i.e. www.eproc.punjab.gov.in and can submit their bids latest by 9th April, 2024 before 6 PM on the e-tendering portal.

Corrigendum (if any) related to this RFT will be published online only at www.eproc.punjab.gov.in.

Director (FCS&CA)

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50kg (master) bags for packaging of wheat

Disclaimer

The information contained in this Request for Tender (RFT) or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of the Department of Food, Civil Supplies and Consumer Affairs (**Purchaser**), is provided to the Bidder(s) on the terms and conditions set out in this RFT document and all other terms and conditions subject to which such information is provided.

This RFT document is not an agreement and is not an offer or invitation by Purchaser to any parties other than the applicants who are qualified to submit the bids (“**Bidders**”). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their tenders. This document does not claim to contain all the information each Bidder may require. This RFT document may not be appropriate for all persons, and it is not possible for Purchaser and its employees or advisors or Department to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFT document or to correct any inaccuracies therein that may appear in this RFT document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

Information provided in this RFT to the Bidder(s) is on a wide range of matters, some of which may depend upon Interpretation of law. The information given is not intended to be on exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The possession or use of this RFT in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFT shall be construed as legal, financial, regulatory or tax advice.

The Purchaser, its employees, department, advisors or consultants make no representation or warranty and shall have no liability to any person, including any

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Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFT and any assessment, assumption, statement or information contained therein or deemed to form part of this RFT or arising in any way for participation in this Bid stage. Neither the information in this RFT nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Purchaser and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFT. The Purchaser and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFT or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFT does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Authority shall be final, conclusive and binding on all the parties.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFT and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFT being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or

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for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the Purchaser for showing any favour in relation to this RFT or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFT.

This RFT document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFT, the information contained in the RFT document shall not be divulged to any other party. The information contained in the RFT document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder.

The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Authority reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

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1. Abbreviations and Definitions

1.1 Abbreviations

S.No	Abbreviations	Full Form
1.	BOPP	Biaxially Oriented Polypropylene
2.	CA	Chartered Accountant
3.	DFCS&CA	Department of Food, Civil Supplies and Consumer Affairs
4.	EMD	Earnest Money Deposit
5.	FOR	Freight on Road
6.	FY	Financial Year
7.	GIGW	Guidelines for Indian Government Websites
8.	GoI	Government of India
9.	GoP	Government of Punjab
10.	GSTN	Goods and Service Tax Number
11.	HDPE	High Density Polyethylene
12.	INR	Indian Rupee
13.	LCS	Least Cost Selection
14.	LDPE	Low Density Polyethylene
15.	LOI	Letter of Intent
16.	NFSA	National Food Security Act
17.	PAN	Permanent Account Number
18.	PBG	Performance Bank Guarantee
19.	PDS	Public Distribution System
20.	PMGKAY	Pradhan Mantri Garib Kalyan Anna Yojana
21.	PP	Polypropylene
22.	PSU	Public Sector Undertaking
23.	PUNGRAIN	Punjab Grains Procurement Corporation Ltd.
24.	RFT	Request for Tender
25.	SLA	Service Level Agreement
26.	T	Date of Signing of Contract
27.	TCV	Total Contract Value
28.	TEC	Tender Evaluation Committee
29.	UDIN	Unique Document Identification Number

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1.2 Definitions

S.No	Acronym	Definition
1.	Authority	Director, Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab
2.	Authorized Representative	This means any person authorized by either of the Parties i.e. Bidder or Purchaser.
3.	Bags	High Density Polyethylene (HDPE) /Polypropylene (PP) / Biaxially Oriented Polypropylene (BOPP)/ Low Density Polyethylene (LDPE)
4.	Bidder	This means any person/company/firm/agency/institution, etc. participating in the procurement process for procurement of goods with respect to specific requirements as defined in this RFT Document.
5.	Central/ State Government Organization	Centre or State Government/ Ministry/ Department, Centre/State run PSUs/ Boards/ Corporations/ Statutory bodies or co-operative societies.
6.	Contract	“Contract” means the Contract signed by the Parties i.e. Successful Bidder and the Purchaser including all the attached documents listed in respective clauses of this RFT document, Annexures, Corrigendum (if any), Letter of Intent, Letter of Award and the Performance Bank Guarantee.
7.	Day	Any day of 24 hours including Saturday or Sunday or a public holiday (As declared by Government of Punjab).
8.	Default Notice	This means the written notice of Default of the Agreement issued by the Authority/Purchaser/Department to the Successful Bidder in terms thereof.
9.	Instructions to Bidders	“Instructions to Bidders” means the Instructions defined in this document for providing Bidders with all information needed to prepare their proposals.
10.	Law	This means any Act, notification, bye laws, rules and regulations, directives, ordinances, orders or

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		instructions having the force of law enacted or issued by the Government of Punjab.
11.	Letter of Intent (LOI)	“LOI” means the Letter of Intent sent by the Purchaser to the Successful Bidder outlining the general plans of an agreement between parties before a legal contract is finalized.
12.	Parties	This means Purchaser/Department and Bidder, collectively
13.	Party	This means Purchaser/Department or Bidder individually
14.	Project	Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat
15.	Purchaser/ Department	Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab
16.	Quarter	Quarter here means monthly slots from January to March, April to June, July to September and October to December for the same Calender Year.
17.	RFT (Request for Tender)	This means this complete document and its annexures and any other documents provided along with this RFT or issued during the course of the selection of bidder seeking a set of solution(s), services(s), materials and/or any combination of them.
18.	Similar work	Work related to supply of any of the bags i.e. High Density Polyethylene (HDPE) /Polypropylene (PP) / Biaxially Oriented Polypropylene (BOPP)/ Low Density Polyethylene (LDPE)) for Central/ State Government Organization
19.	Successful Bidder	The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Good/Services as per the requirements and terms and conditions specified in this RFT. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.

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20.	Technical Evaluation Committee	Departmental Officials Committee which will evaluate the bids submitted by the bidder as per the criteria defined in the RFT document.
21.	Week	Designated time frame consisting of all seven days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.

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2. Document Control Sheet

Summary of the important information is defined in the table below:

#	Particulars	Timeline
1.	Name of the Department	Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab
2.	Document reference number	2024/660622/3
3.	Name of the Work	Request for Tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat
4.	Publishing date and time on the e-tendering portal www.eproc.punjab.gov.in	16-03-2024 from 11:30 AM
5.	Document/ Tender Fees	Rs.1,000/- (Rupees One Thousand)
6.	Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs)
7.	Last date and time for submission of queries via email	26-03-2024 by 10:00 AM Email: fooddistribution.fcs@punjab.gov.in
8.	Date, Time and Venue for pre-bid meeting	26-03-2024 at 03:00 PM Venue: Conference Room, Anaaj Bhawan, Sector 39-C, Chandigarh, 160036 Note: Bidders may also join the Pre-bid meeting through Video Conferencing link: https://bit.ly/3TDIdR6 Meeting ID: 869 5662 5627 Passcode: 656334
9.	Release of corrigendum (if required) on the e-tendering portal www.eproc.punjab.gov.in	Any time before opening of the bids
10.	Last date and time for submission of bids on the e-tendering portal www.eproc.punjab.gov.in	09-04-2024 by 06:00 PM

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11.	Date, Time and Venue for opening of Technical Bids	<p>10-04-2024 at 10:30 AM</p> <p>Venue: Conference Room, Anaaj Bhawan, Sector 39-C, Chandigarh, 160036</p> <p>Note: Bidders may also join through Video Conferencing link: https://bit.ly/3wWrcZK</p> <p>Meeting ID: 827 9705 7965 Passcode: 613818</p>
12.	Date, Time and Venue for opening of Financial bids	To be intimated later
13.	Key Contact details/ Nodal Officer and address for communication	<p>Contact Person: Dr. Anjuman Bhaskar Designation: Additional Director (FD) Contact no.: 9464160209 Email: fooddistribution.fcs@punjab.gov.in</p> <p>Contact Person: Sh. Sanjeev Gupta Designation: Food Supplies Officer Email: fooddistribution.fcs@punjab.gov.in Contact no: 9815599152</p> <p>Address for Communication: Anaaj Bhawan, Sector 39-C, Chandigarh</p>
14.	Method of Selection	Least Cost Selection Method
15.	Performance Bank Guarantee	5% of the Total Contract Value

Note: All corrigendum /addendums /clarifications regarding this RFT shall be posted on the above-mentioned e-tendering portal only. No other communication or advertisement will be given. Purchaser shall not be responsible in case any bidder fails to upload the bid on the e-Procurement portal www.eproc.punjab.gov.in in stipulated time for any reasons.

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3. Instructions to Bidders

3.1 Earnest Money Deposit (EMD)

1. The bidder shall furnish EMD through online mode defined on the State eProcurement portal, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
2. EMD of the Successful Bidder will be released after the Successful Bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
3. EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the Successful Bidders.
4. The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
5. The EMD shall be forfeited on account of one or more of the following reasons:
 - a) Bidder withdraws its bid during the validity period specified in the RFT document.
 - b) Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - c) If a bidder makes misleading or false representations in the forms, statements and attachments submitted in the bid documents.
 - d) In case of a Successful Bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee within a maximum period of 20 days from the award of contract.

3.2 Clarification on RFT document

The bidders requiring any clarification on the RFT document may submit its queries before the pre-bid meeting date and time via email as mentioned in the Document Control Sheet in the following format:

SN	RFT Clause No.	Page No.	RFT Clause detail	Amendment Sought / Suggestion	Justification

3.3 Preparation of Bid

1. The bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other

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information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at bidder's own risk and may be liable for rejection.

2. The bid shall be uploaded on the www.eproc.punjab.gov.in website by the bidder or duly authorized person(s) to bind the bidder to the contract.
3. The bidder shall be responsible for all costs incurred in connection with participation in the bid process.
4. The bids submitted by fax / e-mail / envelope etc. shall not be accepted. No correspondence will be entertained on this matter.
5. All correspondences between the bidders and Purchaser shall be written in the English language.
6. All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Purchaser on the basis of this RFT document.
7. Failure to comply with the below requirements shall lead to the bid rejection
 - a) Comply with all requirements as set out within this RFT document.
 - b) Submission of the forms and other particulars as specified in this RFT document and respond to each element in the order as set out in this RFT document.
 - c) Submission of all supporting documentations specified in this RFT document, corrigendum or any addendum issued.

3.4 Deviations

Bids submitted with any deviations to the contents of the RFT document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders will have option to seek any clarification as per the timelines given in the Document Control Sheet of this RFT.

3.5 Validity of Bids

1. Bids shall remain valid till 90 days from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
2. If required, Purchaser may solicit the bidder's consent to extend the period of validity. The request and the response thereto shall be made in writing.

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Extension of validity period by the bidder shall be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A bidder granting the request will not be permitted to modify its bid.

3. Purchaser reserves the right to annul the RFT process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.
4. Purchaser may, at its own discretion, extend the date for submission of proposals.

3.6 Amendment to the RFT document

1. Amendments / corrigendums / addendums / clarifications necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. No separate communication either in writing or through email will be made to any interested/ participating bidders. It shall be the responsibility of the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website.
2. In order to provide prospective bidders reasonable time for taking the corrigendum(s) or addendum(s) into account, Purchaser, at its discretion, may extend the last date for the receipt of bids.

3.7 Bid Opening

1. Purchaser will constitute a Tender Evaluation committee to evaluate the bids submitted by bidders. No correspondence will be entertained outside the process of evaluation with the Committee.
2. The bids submitted will be opened at time & date as specified in the document control sheet by Committee or any other officer authorized by Committee, in the presence of bidders or their representatives who may wish to be present at the time of bid opening.

3.8 Bid Evaluation Process

1. The bid evaluation shall be carried out in a two (2) stage process as under:
 - 1.1 Technical Evaluation
 - 1.2 Financial Evaluation
2. During process of evaluation of the bids, Purchaser may, at its discretion, ask bidders for clarifications/ Shortfall documents on their bids, allowed as per Punjab Public Procurement Rules or any amendment thereof. The

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bidders are required to respond within the prescribed time frame given for submission of such clarification otherwise Committee shall make its own reasonable assumptions at the total risk and cost of the bidder and the bid may lead to rejection.

3.9 Disqualifications

1. Purchaser may at its sole discretion and at any time during the evaluation of bids, disqualify any bidder, if the bidder has:
 - 1.1 Made misleading or false representations in the forms, statements and attachments submitted in bid documents. The EMD of the bidder shall be forfeited in such cases.
 - 1.2 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three Financial years.
 - 1.3 Failed to provide clarifications related thereto, when sought;
 - 1.4 Submitted more than one bid (directly / indirectly);
 - 1.5 Declared ineligible by the Government of India / State / UT Government / PSU's / any Government Society/Board/Corporation for corrupt and fraudulent practices or blacklisted.
 - 1.6 Submitted a bid with price adjustment/variation provision.
 - 1.7 Documents are not submitted as specified in the RFT document.
 - 1.8 Suppressed any details related to bid.
 - 1.9 Submitted incomplete information, subjective, conditional offers and partial offers submitted.
 - 1.10 Not submitted documents as requested in the checklist.
 - 1.11 Submitted bid with lesser validity period.
 - 1.12 Any non-adherence/non-compliance to applicable RFT document content.

3.10 Issue of Letter of Award (LOA)

Purchaser will issue a Letter of Award to notify the Successful Bidder in writing about acceptance of their bid. The LoA will constitute the formation of the contract after submission of PBG to Purchaser as performance security by the Successful Bidder.

3.11 Performance Security/ Performance Bank Guarantee

1. As soon as possible, but not more than 5 days following receipt of Purchase Order, the Successful Bidder shall furnish performance security in the form of Performance Bank Guarantee or account payee Demand Draft or Fixed Deposit Receipt or online payment to Purchaser valuing @ 5% of the total contract value inclusive of the taxes.
2. The Successful bidder has to submit the Bank Guarantee against every Purchase order wherein The Successful bidder(s) shall be allowed to renew the existing PBG in case of repeated work order.
3. The Performance Bank Guarantee shall be discharged by the Purchaser and returned to the Successful Bidder not later than twenty-eight (28) days following the date of completion of the Successful Bidder's Performance obligations under the contract, including any warranty obligations (6 Months), unless otherwise specified in the conditions of the contract. Whenever the contract is extended, Successful Bidder will have to extend the validity of PBG proportionately.
4. In case the Successful Bidder fails to submit performance security within the time stipulated, Penalty will be applicable as per Section 8 of this RFT document.
5. The Successful Bidder shall not be entitled for any interest on the performance security submitted.
6. Purchaser shall forfeit the performance security in full or in part in the following cases:
 - a. When the terms and conditions of contract are breached/ infringed.
 - b. When contract is being terminated due to non-performance of the Successful Bidder.
 - c. Purchaser incur any loss due to Successful Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

3.12 Signing of the Contract

The Successful Bidder shall sign the contract with Purchaser within 10 days from the issue of letter of Award to the Successful Bidder. After signing of the contract, no variation in or modification of the term of the contract shall be made except by mutual written amendment signed by both the parties.

3.13 Fraud and Corruption

All the bidders must observe the highest standards of ethics during the process of selection of Selected Bidder and during the performance and execution of contract.

For this purpose, definitions of the terms are set forth as follows:

1. "Fraudulent practice" means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
2. "Unfair trade practice" means supply of services different from what is ordered, or change in the Scope of Work.
3. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.

Purchaser shall reject a proposal for award, if it determines that the bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent or unfair trade practices.

Purchaser shall declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

3.14 Duties, Taxes and Statutory Levies

1. All taxes, duties and any statutory levies etc. including GST payable by the Successful Bidder during the currency of the contract shall be the sole responsibility of the Successful Bidder only including Stamp duty on Registration of the agreement with the Purchaser.
2. In case of any statutory change in the Duties and taxes, the onus will lie on the Purchaser to accept the same from the date of its notification; however, the complete tax liability including GST shall remain with the Successful Bidder only.

3.15 Joint Venture, Sub-letting and Outsourcing

Joint Venture, Sub-Letting and Outsourcing is not allowed and failure to abide by the said condition shall lead to the penalties as defined in the agreement. This may also lead to Forfeiture of the PBG and Blacklisting of the firm along with the cancellation of the contract.

4. Scope of Work

4.1 Background:

The Department of Food, Civil Supplies and Consumer Affairs (DFCS&CA), Government of Punjab is the nodal department of the State Government for distribution of food grains to the registered NFSA beneficiaries. DFCS&CA desires to purchase 5 Kg & 10 Kg capacity Bags (High Density Polyethylene (HDPE) /Polypropylene (PP) / Biaxially Oriented Polypropylene (BOPP)/ Low Density Polyethylene (LDPE)) and 50 kg HDPE/PP Master Bags for packaging of wheat to be distributed under NFSA. This scheme has been renamed as PMGKAY by GOI w.e.f 01.01.2023.

4.2 Duration of the Contract:

The successful bidder(s) shall be required to supply bags of 5kg, 10kg and 50 kg (Master Bag – PP) for a period of one year, from the date of signing of the contract, on Rate contract basis. The period of one-year Rate Contract may be extended for another period of one year (maximum) as per the requirement of Department/Government of Punjab.

4.3 Destination and Installation of supplies:

The successful bidder(s) shall be required to supply bags of 5 Kg, 10 Kg and 50 kg (Master Bag – PP) capacity at various godowns or storage points as mentioned at **Annexure-A**.

4.4 Roles & Responsibilities

4.4.1 Successful bidder:

The successful bidder engaged by the Purchaser for the supply of bags will undertake the following responsibilities:

4.4.1.1 Arrangement of Bags:

- Procure or manufacture the type of bags ordered by the Purchaser according to the prescribed specifications and quantity provided by the Purchaser.
- Organize the bags in 5kg and 10kg and 50kg capacity and deliver at various godowns/ storage points as provided by the Purchaser from time to time every month.
- Ensure delivery of one-fourth of the ordered quantity of bags within 7 days from the date of order placement by Purchaser every month.

4.4.1.2 Printing:

- The bag shall be branded as per the design provided by the Purchaser with accuracy and adherence to quality standards.

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- Ensure that the integrity and durability of the bags is not affected due to branding.

4.4.1.3 Transportation:

- Arrange for the transportation of the duly branded bags to the specified Godown locations / storage points according to the district-wise distribution provided by the Purchaser
- Coordinate with logistics providers to ensure timely and efficient delivery of the bags while minimizing any potential damage or delays.

4.4.1.4 Acknowledgement:

- Obtain acknowledgment from the Godown Incharge upon the delivery of the bags and maintain records of delivery of bags.

4.4.1.5 Compliance:

- Ensure full compliance with the specifications defined by the Purchaser for the bags, including material quality, dimensions, printing standards, and any other relevant criteria outlined in Annexure B.
- Address any discrepancies or concerns raised by the Purchaser promptly and take corrective actions as necessary to meet the required standards.
- Submit invoices during the first week of each subsequent month, aligning with the orders placed for supply of bags by the Purchaser.
- Update the software (as and when required/ asked by the Purchaser) with respect to the inventory of bags.
- Ensure that all necessary documentation regarding the supply of bags is properly maintained and provided to the Purchaser as and when sought.
- Ensure Warranty Obligation for a period of 6 months for every Purchase order issued by the Purchaser.

4.4.2 Purchaser:

The roles and responsibilities of Purchaser includes:

1. Provide the monthly allocation of required bags in 5kg, 10kg and 50kg (master bag) capacities to the successful bidder(s), divided district-wise.
2. Define the branding requirements of the bags to be printed on the bags.
3. Random inspection of the quality of bags before granting acknowledgment to the successful bidder(s).
4. Supervise and monitor the activities of the successful bidder(s) to ensure compliance with specifications, timelines, and quality standards.
5. Review the need, demand, and any instructions from the Government of Punjab regarding potential adjustments to the quantity or distribution of bags.

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6. To ensure the quality of packing material for packaging of wheat by the Successful Bidder(s), a random sample of the packaging bag will be drawn by the Purchaser's representative from the batch of packaging material, and it will be sent for quality analysis/ testing to any Government Approved laboratory/ NABL accredited laboratory at the cost of the bidder. The representatives of Purchaser can also do the quality check at any of the Successful Bidder(s) location or after dispatch at the godowns/storage points. The expenses of the testing shall be deducted from the amount payable by the Purchaser.
7. Quantities in respect of the bags shall be defined by the Purchaser at the time of allocation only.

5. RFT Evaluation

RFT Evaluation will be done in two stages:

1. Technical bid Evaluation
2. Financial bid Evaluation

5.1 Technical Bid Criteria:

The evaluation of the bidders shall be carried out by the Technical Evaluation Committee as per the Technical criteria defined in this RFT document followed by the Financial Evaluation. Bids of the bidders, who do not meet the required Technical criteria mentioned in this RFT shall be treated as non-responsive and shall not be considered further. The Technical criteria is given as below:

S. No.	Eligibility Criteria	Supporting documents
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none">• A company registered under the Indian Companies Act, 2013 / 1956 OR• A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR• A partnership firm registered under the Indian Partnership Act, 1932 OR• A sole proprietorship firm OR• Registered Cooperative Society	<p>Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, Registration Certificate of Cooperative Society etc.</p>

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2.	The bidder should have successfully supplied at least 5 lakh bags i.e. High-Density Polyethylene (HDPE) / Polypropylene (PP) / Biaxially Oriented Polypropylene (BOPP)/ Low Density Polyethylene (LDPE) bags to any State Govt. / Central Govt. / Board/ Corporations /Government Societies / PSU' s in any one of the last 3 years from the date of publishing of this bid.	Work order copy or completion certificate along with delivery receipts confirming year, quantity and area of activity.
3.	The Bidder should be a manufacturer for BOPP or HDPE/PP or LDPE bags having required machinery installed for all operations involved in manufacturing, printing, branding/ labelling, sewing etc. Note: Purchaser reserves the right to physically inspect the premises of the bidder to ascertain the machinery installed from time to time.	Copy of Valid BIS license for manufacturing of any type of BOPP/LDPE/ HDPE/ PP Woven Sacks.
4.	The bidder should have a minimum average annual turnover of Rs. 3 Crore (Rupees Three Crore) from similar works for the last three financial years (i.e., FY 20-21, FY 21-22, FY 22-23)	<ul style="list-style-type: none"> • Audited financial statements OR • Certificate from chartered accountant clearly certifying the turnover requirements
5.	The Bidder should have positive net worth for each of the last three audited financial years for which average annual turnover shall be evaluated.	Certificate duly signed by Chartered Accountant confirming the net-worth of the bidder.
6.	The Bidder must ensure to deposit the RFT document fees and EMD	Receipt of Deposit.

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7.	The Bidder should have valid GST registration certificate and PAN in the name of bidder.	Self-certified copies of relevant valid certificates
8.	The signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the bid on their behalf.	Authorization letter format attached at Annexure C
9.	Scanned copy of this RFT Document, corrigendum (if any), clarification issued by Purchaser, duly signed and stamped on each page by the authorized signatory of the Bidder as a mark of acceptance of all conditions of this RFT.	Signed and stamped copy of the RFT Document by the authorized signatory.
10.	An undertaking in the form of Notarized Affidavit to the effect that the bidder has not been debarred/ disqualified/ suspended/black listed from making supplies by any Government Organization on account of any valid reason shall be Submitted along with the bid. The bid of bidder who has been so debarred/disqualified/ suspended/black listed will not be considered for evaluation.	Notarized Affidavit Format attached at Annexure D
11.	The bidder should be able to supply and should offer a minimum quantity of 5 lakh bags (HDPE/PP/BOPP/ LDPE) per month to the Purchaser. <u>Note: The above-mentioned quantity should not be considered as confirmation of the order quantity. Purchaser reserves the right to ascertain</u>	1. Self-declaration format attached at Annexure E. 2. CA Certificate with UDIN defining production capacity of the bags along with the category quoted by the bidder.

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	<u>the order quantity from time to time.</u>	
12.	The Bidder shall be required to submit 2 non-printed samples of the quoted bag categories, duly signed and stamped on each submitted bag by 12:00 Noon on 10th April 2024 to Sh. Sanjeev Gupta, Food Supply Officer, 1 st Floor, Anaaj Bhawan, Sector-39C, Chandigarh-160036 (Contact No. 98155-99152). Failure to submit these samples on time shall lead to rejection of the bid.	Submission of physical samples of all the quoted bag categories by 12:00 Noon on 10th April 2024.

Note:

- 1. All the above-mentioned documents have to be scanned and uploaded on the State eProcurement portal i.e. eproc.punjab.gov.in only.***
- 2. As per notification No. COS/Start-ups/2019/11288 dated 16-08-2019 of Department of Industries and Commerce, Punjab (Please refer Annexure F), an entity registered as a Start-up in Punjab as per chapter 16.1 of Detailed scheme & operational guidelines, 2018 of Industrial and Business Development policy 2017, shall be eligible for relaxations# permissible under the said notification, subject to the condition that the startup meets the other quality and technical specifications as part of the qualifying requirements of the procurement of bags.***
- 3. # In order to avail relaxations, bidder will have to upload copy of valid registration certificate of startup issued by relevant authority.***
- 4. Purchase Preference shall be given to local suppliers as per the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 notified by Department of Industries and Commerce (Controller of Stores), Govt. Of Punjab vide order dated 03.09.2019, for which a local supplier/ startup must have minimum 40% of local content as per Clause 4 of the order and abides by Clause 8 of the said order for verification of local content. The prescribed margin of purchase preference shall be 15% (Fifteen percent). The procedure for determining such preference shall be followed as per Clause 2(b) of the said Order. The procedure for calculating Local content/value addition in Punjab will be as under:***

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CALCULATION BY MANUFACTURER			
Cost per unit of product			
COST COMPONENT	Cost (Local/Punjab Component) (a)	Cost (Outside Punjab Component) (b)	Total Cost (In Rs.) (c=a+b)
I. Direct Material Cost			
II. Direct Labour Cost			
III. Factory Overhead			
IV. Total Production			

% Local Content Calculation:

$$\% \text{Local Content} = \frac{\text{Total Cost (IV c)} - \text{Total Outside Punjab Content Cost (IV b)}}{\text{Total Cost (IV c)}} \times 100$$

The Bidder shall submit the local content certificate along with UDI number duly attested from statutory auditor or cost auditor of the company (in the case of company) or from a practicing cost accountant or practicing Chartered Accountant in respect of suppliers other than companies) giving the percentage of Local Content.

5. Further, keeping in view the operational efficiency and timely delivery, bidders from Punjab and neighbouring States/UTs such as Haryana, Himachal Pradesh, Rajasthan, Jammu and Kashmir, Chandigarh would have preference over other States.

Meaning thereby that the preference of issuance of supply orders will be to the L1 bidder for the quantity offered by him, thereafter preference would be given to bidders eligible under the Make in Punjab policy and subsequently remaining quantity would be allocated to bidders of neighbouring States/UTs and then eligible bidders of other States/UTs in that order, provided all such bidders have quoted rates upto L1+ 20 % and agree to match L1 rates.

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5.2 Financial bid Evaluation:

Bidders who qualify as per the Technical Criteria will be eligible for Financial Bid Evaluation. Decision of the Purchaser will be final regarding the eligibility and it will be binding on all the bidders. Financial bid needs to be submitted as per the format on the e-tender portal only i.e. www.eproc.punjab.gov.in. No hard copies or Scanned copies will be accepted. Financial bid format is defined as under:

Name of the Bidder/ Bidding Firm / Company:			
Sl. No.	Item Description	Rate Quoted per bag in INR (Inclusive of GST/Service Tax and all other applicable taxes and charges)	Quantity offered by the bidder per month
1.01	Cost per 5 KG HDPE/PP bag	INR ---- Only for 5KG HDPE/PP bag	
1.02	Cost per 10 KG HDPE/PP bag	INR ---- Only for 10KG HDPE/PP bag	
1.03	Cost per 50 KG (Master) HDPE/PP bag	INR ---- Only for 50 KG (Master) HDPE/PP bag	
1.04	Cost per 5 KG BOPP bag	INR ---- Only for 5KG BOPP bag	
1.05	Cost per 10 KG BOPP bag	INR ---- Only for 10KG BOPP bag	
1.06	Cost per 5 KG LDPE bag	INR ---- Only for 5KG LDPE bag	
1.07	Cost per 10 KG LDPE bag	INR ---- Only for 10KG LDPE bag	
Note: The price quoted above is inclusive of GST/Service Tax and all other applicable taxes and charges including FOR and delivery.			

Note:

1. The bids will be evaluated on the basis of Least Cost Selection method (LCS) for specific bag category i.e. individual L1 shall be declared for 5kg HDPE/PP, 10kg HDPE/PP, 50kg HDPE/PP, 5kg BOPP, 10kg BOPP, 5kg LDPE, 10kg LDPE bag.
2. If there is a discrepancy between words and figures in the financial bid, the amount in figures shall prevail. This is applicable for all specific bag categories.
3. The bidder is required to quote price up to two decimal places only.

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4. No additional payment shall be made to the bidder over and above the quoted in column 6 per specific bag category of the Table above. The bidder should not leave any field blank.
5. Bidder should provide all prices as per the defined format. No other format shall be accepted. Bidders are requested to quote the financial bids only and only on the State e-Procurement Portal.
6. All the prices are to be entered in Indian Rupees ONLY (% age values are not allowed)
7. The Financial bid should not be part of the technical bid.
8. Tender/ work will be awarded to the L1 bidder after completion of all compliance as per the conditions of the tender document and shall be called for further process leading to the issuance of Letter of Award and then signing of the agreement.

Illustration for selection of the L1 bidder: For example, one bidder quote's Rs 5 for 5kg LDPE bags and Rs 10 for 10 kg LDPE bags and Rs 5 for 50 kg PP bags. Second bidder quotes Rs 6 for 5kg LDPE bags and Rs 10 for 10 kg LDPE bags and Rs 5 for 50 kg PP bags. Third bidder quotes Rs 4 for 5kg LDPE bags and Rs 10 for 10 kg LDPE bags and Rs 5 for 50 kg PP bags. Fourth bidder quotes Rs 9 for 5kg LDPE bags and Rs 10 for 10 kg LDPE bags and Rs 5 for 50 kg PP bags. In this case, the lowest bidder (L1) in the case of 5kg LDPE bag category shall be the third bidder, quoting a price bid of Rs 4. Similar process for declaring L1 will be undertaken for each bag category.

9. In case, L1 refuses to accept the work order after final evaluation, his EMD will be forfeited and he shall be debarred for all future tenders of Government of Punjab for a period of 3 years. In such case, L2 shall be given the offer to match the L1 rates. In case L2 also refuses, offer shall be given to L3 to match the L1 rates and so on. In case no bidder accepts the work, tender shall be called again.
10. In case of tie for any individual item category of bag, the bidder with the highest total average annual turnover (FY, 2020-21, 2021-22, 2022-23) among the L1 bidders will be selected as successful bidder.
11. The Purchaser shall issue the work order solely to the L1 bidder, in accordance with the production/supply capacity per month as stipulated in the eligibility criteria condition, for which a self-declaration has been submitted. The remaining quantity (specific bag category wise) will be allocated to all the bidders, L2 onwards, who have quoted a price within the range of L1+20% of

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the L1 rates, provided they agree to match the L1 rates. Decision of Competent Authority shall be final and binding.

6. General Contract Conditions

6.1 Standards of performance

The Successful Bidder shall deliver the Bags and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful Bidder to the Purchaser. The Successful Bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with a third party. The Successful Bidder shall conform to the standards laid down in the RFT document in totality.

6.2 Confidentiality

1. Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Successful Bidder and/ or the Purchaser to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
2. The Successful Bidder shall ensure that while providing services, all the details and information created/ designed/ developed/ shared/ exchanged for the project is kept confidential.
3. During the execution of the project except with the prior written consent of the Purchaser, the Successful Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
4. The Successful Bidder will maintain the confidentiality of the records (manual/ digital form) stored on the computer systems of Purchaser. The Successful Bidder will be required to take appropriate actions with respect to its personnel to ensure that the obligations of non-use & non-disclosure of confidential information are fully satisfied. In case of failure, the Purchaser has right to take legal action against the firm.

6.3 Termination of contract for default

6.3.1 Termination by Purchaser

The Purchaser without prejudice to any other remedy for breach of contract, by a written notice of not less than 60 days sent to the Successful Bidder may

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terminate/ blacklist the Successful Bidder in whole or in part (hereinafter called the “Successful Bidder Event of Default”) for any of the following reasons:

1. The Successful Bidder has failed to perform or discharge any of its obligations in accordance with the provisions of the contract, unless such event has occurred because of a Force Majeure Event.
2. Any representation made or warranties given by the Successful Bidder under this Contract is found to be false or misleading.
3. The Successful Bidder has been adjudged as bankrupt or become insolvent.
4. The Successful Bidder has created any encumbrance, charges or lien in favor of any person or Successful Bidder, over the facility, save and except as otherwise expressly permitted under this contract.
5. Resolution for voluntary winding up has been passed by the Shareholders/partners of the Successful Bidder.
6. It has been proved beyond reasonable doubt that the Successful Bidder has allowed any unlawful activity during the Contract Period.
7. The Successful Bidder has abandoned the Facility provided that in the event of application of sub-articles 1. and 2. above, Purchaser shall give to the Successful Bidder 30(Thirty) days time to cure the default prior to considering the events specified therein as Successful Bidder’s Event of Default and in the event, the Successful Bidder remedies the default to the satisfaction of the Purchaser within the Cure period, the event will not be considered as Successful Bidder Event of Default. In case of Sub-article 7 above, Purchaser reserves the right to terminate the Contract without any notice period to the Successful Bidder.

In such case, the provisions under Exit Management clause shall apply.

8. In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the respective Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
9. The Purchaser right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
10. In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may

make alternate arrangement for getting the services contracted with another Successful Bidder. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a ‘New Successful Bidder’/ Successful Bidder completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Successful Bidder within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful Bidder is in breach of this obligation, they shall be liable for paying a penalty as provided in Penalty Section of this document, which may be settled from the payment of invoices or PBG for the contracted period or by invocation of Performance Bank Guarantee.

6.3.2 Termination by Successful Bidder

The Successful Bidder may terminate this Contract due to any of the following Events of Default by the Purchaser (hereinafter called the “Purchaser Event of Default”):

1. Material breach by the Purchaser of its obligations under this Contract which is not remedied within 30(thirty) days of receipt of written notice from the Successful Bidder specifying such breach and requiring Purchaser to remedy the same.
2. Any defect in the title, ownership and possession of the Purchaser with respect to the Facility that has a material adverse effect on the project.
3. A breach of any express Representation or Warranty by the Purchaser which has material adverse effect and such breach is not remedied within 30 (thirty) days of the receipt of written notice from the Successful Bidder specifying such breach and requiring Purchaser to remedy the same. Provided that in the event of application of sub-articles above, Successful Bidder shall give to Purchaser, 30 (thirty) days’ time to cure the default prior to considering the events specified therein as Purchaser Events of Default, and in the event the Purchaser remedies the default to the satisfaction of the Successful Bidder within the cure period, the event will not be considered as a Purchaser event of Default.

6.4 Rights of Purchaser on termination

Notwithstanding anything contained in this Contract, Purchaser shall not, as consequence of Termination or otherwise, have any obligation whatsoever

including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Successful Bidder in connection with the Project.

6.5 Termination for convenience

1. The Purchaser may, at any time, by a prior written notice of 60 days, terminate this Contract in whole or reduce the scope of the Services, including reduction in the manpower deployed.
2. On receipt of a notice of termination or reduction, the Successful Bidder must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Purchaser Material and Contract Material; and continue work on any part of the Services not affected by the notice.
3. If this Contract is terminated, the Purchaser is liable only for: payments for Services rendered before the effective date of termination; and reasonable costs incurred by the Successful Bidder and directly attributable to the termination.
4. If the scope of the Services is reduced, the Purchaser's liability to pay the Service Charges or to provide Purchaser Material abates in accordance with the reduction in the Services.
5. The Successful Bidder is not entitled to compensation for loss of prospective profits.
6. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

6.6 Termination of contract for Insolvency, dissolution etc.

Purchaser may at any time terminate the Contract by giving written notice of 30 days to the Successful Bidder, if the concerned "Successful Bidder" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event, termination will be without compensation to the "Successful Bidder" provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to purchaser. In such case provisions under Exit Management clause of this RFT shall apply.

6.7 Force Majeure

1. For purposes of this clause, “Force Majeure” means an event beyond the control of the Successful Bidder and not involving the Successful Bidder’s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
3. The PBG of the Successful Bidder shall not be forfeited or the contract shall not be terminated for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.8 Resolution of disputes

1. If any dispute arises between parties, then these would be resolved in following ways:
 - a. Amicable Settlement: Either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.
 - b. Arbitration: In case dispute arising between the Purchaser and the Successful Bidder, which has not been settled amicably, the Successful Bidder can request the Purchaser to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 and amendments thereof. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held only in Chandigarh. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne

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equally by the Purchaser and the Successful Bidder. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

6.9 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh only.

6.10 Amendment to the contract

The contract signed thereof can be amended by mutual consent of both the parties, provided such amendment is made in writing and signed by both the parties.

6.11 Exit Management

On expiry or premature termination of the contract, the Successful Bidder shall ensure proper handover of all the content including branding images, designs, any pending bags/raw material, stock register etc. In case of a new Successful Bidder, the existing Successful Bidder shall ensure proper handover and knowledge transfer of the complete process followed and any other information useful to carry on the project.

The faults pointed out by the new Successful Bidder (if any) during the inspection before taking over of the complete project are to be rectified within 10 working days by the outgoing Successful Bidder, and for any delay in rectification of faults thus pointed out, the Purchaser can get it rectified at its own level and at the risk and cost of the outgoing Successful Bidder. Failure to give the proper handover shall attract penalty which shall be deducted from the pending payment or from the PBG. In case handover is still not given, Purchaser reserves the right to take Legal Action against the Successful Bidder.

6.12 Miscellaneous Provisions

6.12.1 Governing Law and Jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts of Chandigarh only and shall have jurisdiction over all matters arising out of or relating to this Contract.

6.12.2 Applicability of RFT and Corrigendum

The terms and conditions provided in the RFT and corrigendum's issued in this regard from time to time, which are not explicitly mentioned in this contract, shall be deemed to be part of this contract.

6.12.3 Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provisions of or obligations under this Contract:

- (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract.
- (b) Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party.
- (c) Shall not affect the validity or enforceability of this Contract in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract, any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

6.12.4 Exclusion of Implied Warranties

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Contract between the Parties or any representation by either Party not contained in a binding legal Contract executed by both Parties.

6.12.5 Severability

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

7. Payment Terms and timelines

The currency or currencies in which payments shall be made to the Bidder under this Contract shall be Indian Rupees (INR) only and shall be paid on monthly basis, subject to verification of the stock delivered at godown/ storage points.

1. No advance payment shall be made including payments of handling

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

- charges/service charges etc. under any circumstances to the Successful Bidder.
2. The Successful Bidder shall be required to quote in the financial format defined in this RFT document and Payment shall be made strictly as per actuals and as per the deliverables mentioned in this RFT.
 3. The Successful Bidder shall be required to submit the invoice in respect of delivery of bags per godown along with the duly signed and stamped receipt report from the concerned inspector incharge post which 90 percent of the invoice amount shall be released within 15 days and rest 10% on full and final settlement for that specific month. Payment will be made minus the penalty (if any).

Note: Full and Final Settlement refers to the completion of all obligations between the purchaser and the Successful Bidder upon successful delivery of the bags and resolution of any discrepancies or issues identified during the inspection process as per the agreed terms and conditions.

4. Purchaser reserves the right to ask for amendments in the branding or material provided and Successful Bidder shall support Purchaser with the new amendments (if any), without asking for any additional cost.
5. The Successful Bidder shall have GSTN of Punjab for release of payment.

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

8. SLA and Penalties

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Successful Bidder to the Purchaser for the duration of the contract against the stated scope of work. Purchaser shall regularly review the performance of the services being provided by the Successful Bidder and the effectiveness of this SLA. The decision of Purchaser/ Authority shall be binding in this regard.

S.N.	Activity	Target / Service Level for Successful Bidder	Liquidated Damages for delays beyond target level
1.	Submission of PBG and signing of Contract	Within 10 (ten) days of release of work order	Rs. 1,000/- per day with a maximum cap of Rs. 20,000/- may be imposed. If the delay extends beyond 20 (twenty) days, the work order may be cancelled and EMD may be forfeited.
2.	Supply of bags	Ensure timely delivery of bags as per the timeline defined in the RFT.	If the delay extends beyond the specified timeline, a LD of Rs. 10,000/- per day may be imposed. Further, delay beyond 15 days may lead to cancellation of work order and forfeiture of EMD/PBG.
3.	Design, Label and Quality	Ensure adherence to quality, design and labeling of bags as specified by the Purchaser.	If the lot is not found as per the specification, a LD of Rs. 5,000/- per instance may be imposed and the bidder shall be liable to replace such quantities at no additional cost to the Purchaser.
4.	Stock Entry	Ensure proper stock entry in the internal register/technology solution provided by the Purchaser.	A LD of Rs. 1,000/- per instance may be imposed and the allotment of wheat may be reduced or stopped till the

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

S.N.	Activity	Target / Service Level for Successful Bidder	Liquidated Damages for delays beyond target level
			time of satisfactory compliance.

Note: The maximum LD applicable on the Bidder shall not exceed 10% of the total contract value. In case, the total LD applicable on the Bidder exceeds 10% of the total contract value, the Purchaser reserves the right to terminate the Contract with Bidder. The Parties agree that the LD's are genuine pre-estimates of the loss and damage occurring to the Purchaser on account of such delay and default by the Successful Bidder/Selected Agency and are not by way of penalty. The Competent Authority reserves the right to relax/waive off any penalty, if applicable.

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

9. Annexures and References

9.1 Annexure A – List of Various Godowns or Storage Points

DISTRICT	STORAGE POINTS FOR DCP STORAGE DURING RMS 2023-24
AMRITSAR	Mahal Bhukhari
	PADDA GODOWN
	Govt Godown
	J.S Kocher
	Gulshan Godown
	B. S. Rice Mill Mehta
	Lal Qila
	Nand Kishor
	C L Setia
	BS Kohali
	Nag Kalan
	Bal Kalan
BARNALA	Bobby Rice Mill, Dhanaula
	Govt. Godown Covered Khattian, Barnala-1
	Jai Durga Rice Mill, Bhadaur
	Govt Godown Open Khattian, Barnala-2
	Jai Shiv Rice Mill, Bhadaur
	jai Bajrangi RM Open, Bhadaur
	Guru Teg Bahadur Rice Mill, Mehal Kalan
	RK Rice Mill, Mehalkalan
BATHINDA	Ashish Open Plinth, Tapa
	P.L. Covered Godown
	SHREE BALAJI COVERED
	VIVEK AGRO FOODS
	KRISHNA AGRO FOODS
	DEEP AGRO EXPORT No. 16
	Mandeep Covered
	SHRI GANPATI RICE MILLS
	GOBIND GRAINS OPEN PLINTH
	BHINDER OPEN PLINTH
	FATEHVEER COVERED
	FATEHVEER OPEN
	JASPAL KUMAR PAWAN KUMAR
	OM SHANTI R/M
	SKA RESORTS COVERED
	RAJEEV KUMAR SANJEEV KUMAR VIKRAM DUTT COVERED
MAAN OPEN PLINTH	
FARIDKOT	Sethi Open Plinth

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

	Sunrise RM, Sadiq
	Govt. Open Plinth
	Shri Krishna Rice & Gen. Mills
	Govt. Open Plinth
FATEHGARH SAHIB	Market Committee Godown, Mandi Amloh
	Khadi Gramudyog Complex
	Amrit Rice Mill
	Harman Agro Unit II Rice Mill
	Govt. Godown Sirhind
	Bhatti Godown Sirhind
	Bhambri open Plinth
	LD Agro Rice Mill
	Nadiali Pvt.Ltd
	Dhanoa Rice Mill
	Nandraj Rice Mill
	RSD Rice Mill
FAZILKA	Ajab Nayol Open Plinth
	K.L. Thathai Co-Owners
	Shivani Dhuria
	Bhagwan Singh & Co-Owners
FEROZEPUR	Pawan Kumar Open Plinth FZR City
	Sohan Lal & Sons
	Arvind Kumar & Co owners Covered ch 15, 16
	Sonu Chawla Covered Godown
	Mittal Storage Point
	Mandeep Singh Sandhu
	Shivam Enterprises
	Prem Kumar & Co-owners
	Jain Aggarwal Covered Godown
	The Makhu Zimidara Co-op Society
	B G Agro Industry
	V.S Co-owners Covered Godown
GURDASPUR	KUNAL KHOSLA
	Abinav CotsPin Sekhri
	Open Mandi Yard GSP
	Open Mandi Yard DNN
	Sanjeev Kumar
	Gian chan R/M
	Bajwa agro Godown No. 11
	Bajwa agro Godown No. 12
	Open Bajwa Plinth
	Ram Singh Ravail Singh open
	Ram Singh Ravail Singh covered

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

	Janta Rice Mill
	Lovely Rice Mill
	Zimidara Rice Mill
	Dhillon Open Plinth
	Dhillon Covered Godown
HOSHIARPUR	Govt Godown
	Soni Rice Mill
	Ram Parkash Vasal
	sant Parkash somplex,shari
	Markfed open Raised plinth
	Motihya covered
	Narang Complex
	New Gahlarian covered godown
	Lakkar Mandi Naushehra
JALANDHAR	Jandu Singha open plinth,Jalandhar Cantt
	R K OPEN PLINTH
	dhanowali open plinth
	SRP Godown
	Giani Store (2500)
	Charan Singh & Sons covered Godown,Jalandhar Rural
	Kehar Singh & co Owners,Kartarpur
	Jaswant Singh open plinth,Bhogpur
	khosla Covered Godown Phillaur
	M/s Narinder kumar plinth
	HARSH BALA OPEN PLINTH
	Swastik Agro industries, Mehatpur
	BALWANT SINGH ODOWN
	Dharama Vir Godown,Lohian Khas
	Swaran palace godown
	Saraswati rice mill
	Manjinder Kaur Covered Godown
	Vaninder Singh Open Godown
	Pushpinder Singh Cov Godown, Adampur
KAPURTHALA	N K SAGGAR
	Guru Nanak Covered Godown
	Momi Rice Mill
	Guru Nanak Open Plinth
	JS Palahi Open Plinth
	JS Palahi Brick Line
	Nirmal Singh Godown
	Vinod Goyal Covered Godown
	Vinod Goyal Brickline Complex
LUDHIANA	Gill Road Ludhiana
	Radha Rani R& G Mills

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

	Malwa Solvax Open
	Malwa Rice Mill
	Shanker Open Plinth
	Shanker Open Plinth-2
	Harjas Storage Point
	Ganpati Rice & Gen Mills(o)
	Vishnu Laxmi RM
	Baba Rattan singh rice mill
	A V M Agro
	Jai ganga rice and gen mill
	H C Unit
	Jagdambay Rice&Gen Mills
	Neel Kanth Agro Mills
	Green Tech agro Mills
	Rajinder Pal Godown
	Bhupinder Singh
	Jai Singh Open Godown
	Bin Complex
	Jwala ji foods
	Rupinder Singh G-5
	Sohan Singh G-6
	MALWA Agro Ind.
	Akash rice and gen mills
	Shri Mohan rice and gen mil
	Beant Rice Mill
MANSA	Garg & Co Owners O/P
	Subhash O/P
	Krishna R/M Boha
	Parminder Singh O/P
	Ganesh Coow O/P
	Mandi yard
	D.K.Jain O/P
	Kissan O/P
MOGA	Govt. Open
	ASHOK KUMAR AND Sons
	AJIT RICE AND GENERAL MILLS RAISED
	AJIT RICE AND GENERAL MILLS
	AGGARWAL CO. OWNER COVERED GODOWN
	DAVINDER AND OTHERS covered godown
	GS GS OPEN PLINTH
	UNITED OPEN PLINTH
	GANESH AGRO Industries
	Garg Agro Ind.
	JMG 02
	SRAN OVERSEAS

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

	GURU KIRPA RICE MILL
	Jai Durga Open Plinth
MOHALI	Kharar Rice Mills
	Sanjeev Rice Mill
	G R AGGARWAL GODOWN
	Aggarwal rice mills
	Makkar Rice Mill
	Mandi Yard Derabassi
	Ashok Godown
	Bains Rice Mills
	Om Rice Mills
	Dehar Open Plinth
	Mandi Yard Lalru
MUKTSAR	M/s Ahuja Gen. Mills & Co-owners
	hargobind open
	M/S. MAHESHINDER SINGH BADAL & OTRS OPEN NO.1
	Pirthipal Singh Rice & General Mill, Bariwala
	M/S Baltej Open
PATHANKOT	Ferozpur Kalan Mandi Yards
	Bhoa Mandi Yard
	Habit Pindi Mandi Yard
	Farwal Mandi Yard
	Sehora Kalan Mandi Yard
	RSD Jugial
	Jaswali Agro Tech Pvt.Ltd.
	Markfed Sarna PP Cement Plant
PATIALA	PR CENTRE
	SAINI COVERED
	BHANGU GODOWN, PASIANA
	GANESH OPEN PLINTH
	SUBASH CHAND & SONS-2
	GURDARSHAN COVERED
	SARDAR COMPLEX, COVERED
	GOVT. BIN COMPLEX,COVERED
	VISHVAKARMA RICE MILLS
	GEE ESS RICE & GEN MILLS
	VK OPEN PLINTH
	GUPTA COVERED GODOWN
	GOPAL RICE MILL OPE PLINTH
	KINGER COVERED GODOWN
	GURDIAL S RANDHAWA
	SUKHWINDER SINGH
	MANPREET SINGH
	SKNK

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

	G S , J S, TS OPEN
	Karam Chand open & K.C. & Others
	VINOD SINGLA AND CO OWNERS
	SHIV SHAKTI COVERED
	S.K.N.K COVERED GODOWN
	MEGH RAJ COVERED GODOWN
	SUNITA COVERED GODOWN
	J.A.S.COVERED GODOWN
	BANSAL RICE MILL, CHAPPAR
	LUXMI RICE MILL, GHANOUR
	MEHTA RICE INDUSTRIES
	GEE JAY COMPLEX COV. GODOWN
	INDERPAL SINGH & OTHERS
	DASHMESH R/M
	JANKI DASS FOODS COV. GODOWN
	MAHAVIR RICE MILL COV. GODOWN
	LAKSHMI RICE MILL COV. GODOWN
	SAROOP CHAND R/M
	SAROOP CHAND R/M OPEN
ROPAR	GTG Rice Mill
	GTG Rice Mill
	Swaran Kaur Open Plinth
	Balwinder Kaur Plinth
	Brahmaji Rice Mill, Bajrur
	Azad Agro Food, Jatoli
	Ajoli Focal Point
	Mandi yard Surewal
	Mandi Yard Agampur
SANGRUR	MOHAN JI COMPLEX
	Friends Storage
	V.K traders
	Singla Rice Mill
	JANAK DEVI COVERED COMPLEX
	Govt.Godown Covered
	Nisha Rani & co-owner
	Raman Covered
	Gopal Rice Mill
	KTC Rice Mill
	Luxmi Rice Mill COVERED
	Parveen & Co owners Covered
	Manu Singla
	BHAGWATI RICE MILL ,
	SK FOODS
	AG AND OTHERS
	Krishna Rice Mill Cov

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

	Sanjeev Kumar covered
	KAMLESH COVERED GODOWN
	GUPTA COVERED GODOWN
MALERKOTLA	Bains Brothers
	Govt. Covered Godown
	Harindera Open Complex
	Punjab Mandi Board Godown
	Kamaldeep Gupta &Co-owners
	Friends Covered
	Surindra Rice Mill DSW
	Raghav Rice Mill DSW
SBS NAGAR	Prince Covered Godown
	Atwal Covered Godown
	Bedi Open Plinth
	Ram Dhan & Sons
	M/S Maa Laxmi Rice Mills
TARN TARAN	Gurpreet Co-owners
	Manjinder singh
	Narinder Singh
	Govt.Godown
	Inder Singh Gurbachan Singh
	Satwant Kaur open
	Bhupinder singh
	Sharma Godown
	Amarjeet Kaur Open

***Note - This list is indicative and not exhaustive. The Godowns/locations may vary from month to month as per the quantities of wheat stored/to be packaged by the purchaser.**

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

9.2 Annexure B – Specification of HDPE/PP, BOPP, LDPE Bags

9.2.1 BOPP Bag Specifications for 5kg and 10kg bag

S.No	Particulars	5 Kg	10Kg
1.	Name of Product	Wheat Packing (BOPP laminated bags Multicolor Printing) – Two Layer	Wheat Packing (BOPP laminated bags Multicolor Printing)- Two Layer
2.	Product	Bag form with D-cut	Bag form with D-cut
3.	Specifications	700 Danier+ 12 micron BOPP	700 Danier+ 12 micron BOPP
4.	Weight per piece	Minimum 26 gms. +/- 1.3 gms.	Minimum 39 gms.+/- 1.95gms
5.	Size of bag	12"x18" +/- 5%	15"x22" +/-5%
6.	Quality Deductions	If the size and weight of the bag has a variation below 5%, same will be rejected a) If the printing of the material is not as per the design supplied to the Selected Agency/s including colour combination the same shall be rejected. b) Double Stitching of the bag is required and if found single stitch it will be rejected.	If the size and weight of the bag has a variation of below 5% (five percent), same will be rejected a) If the printing of the material is not as per the design supplied to the Selected Agency/s including colour combination the same shall be rejected. b) Double Stitching of the bag is required and if found single stitch it will be rejected
7.	Design	To be provided by Purchaser and before manufacturing the packing material, the same is to be got approved from Purchaser.	To be provided by Purchaser and before manufacturing the packing material, the same is to be got approved from Purchaser.
8.	Printing	In 6 colours as per design & colour combination approved by Purchaser.	In 6 colours as per design & colour combination approved by Purchaser.

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

9.	Note to be written	Not to be consumed if the seal of the bag is found to be broken. Distributed as part of TPDS and not for sale	Not to be consumed if the seal of the bag is found to be broken. Distributed as part of TPDS and not for sale
10	Drop Test	Each pouch must sustain minimum 4 drops from the height 1.25 meter	Each pouch must sustain minimum 4 drops from the height 1.25 meter

9.2.2 HDPE/PP Bag Specifications for 5kg, 10kg and 50kg (Master) bag

S.No	Particulars	5 Kg	10 Kg	50 Kg
1.	Product	HDPE Milky white Woven Bags laminated from outer side.	HDPE Milky white Woven Bags laminated from outer side.	HDPE Milky white Woven Bags laminated from Inner side.
2.	Product	Bag form with D-cut	Bag form with D-cut	50kg Bag
3.	Size	12"x18" +/- 5%	15"x22" +/-5%	24"x 43" +/- 5%
4.	Weight	Minimum 26 gms. +/- 1.3 gms.	Minimum 39 gms./-1.95gms	Minimum 100gm ± 2gm.
5.	Design	Design to be provided by Purchaser.	Design to be provided by Purchaser.	Design to be provided by Purchaser.
6.	Printing	In one or two colours on one side of the Bag to be selected by Purchaser.	In one or two colours on one side of the Bag to be selected by Purchaser.	In one or two colours on one side of the Bag to be selected by Purchaser.

9.2.3 LDPE Bag Specifications for 5kg and 10kg bag

S.No	Particulars	5 Kg	10Kg
1.	Name of Product	Wheat Packing (Polyester LD laminated bags)	Wheat Packing (Polyester LD laminated bags)
2.	Product	Bag form with D-cut	Bag form with D-cut
3.	Specifications	Total Thickness 125 microns +/- 5	Total Thickness 125 microns +/- 5 gauge variation 12 microns

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

		gauge variation 12 microns polyester, 110 microns Poly Multi-layer film.	polyester, 110 microns Poly Multi-layer film,
4.	Weight per piece	Minimum 26 gms. +/- 1.3 gms.	Minimum 39 gms.+/-1.95gms
5.	Size of bag	12"x18" +/- 5%	15"x22" +/-5%
6.	Quality Deductions	<p>If the microns of the poly-film fall below 120 microns and less than 32 gm in weight, the material shall be rejected.</p> <p>a) If the printing of the material is not as per the design supplied to The Successful Bidder including colour combination the same shall be rejected.</p> <p>b) If the sealing of the bag including central sealing not found proper, the bag shall be rejected.</p> <p>c) The packing material specification should not violate single use plastic (SUP) ban norms.</p>	<p>If the microns of the poly-film fall below 120 microns and less than 60 gm in weight, the material shall be rejected.</p> <p>a) If the printing of the material is not as per the design supplied to The Successful Bidder including colour combination the same shall be rejected.</p> <p>b) If the sealing of the bag including central sealing not found proper, the bag shall be rejected.</p> <p>c) The packing material specification should not violate single use plastic (SUP) ban norms.</p>

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

7.	Design	To be provided by Purchaser and before manufacturing the packing material.	To be provided by Purchaser and before manufacturing the packing material.
8.	Printing	In 6 colours as per design & colour combination approved by Purchaser.	In 6 colours as per design & colour combination approved by Purchaser.
9.	Note to be written	Not to be consumed if the seal of the bag is found to be broken.	Not to be consumed if the seal of the bag is found to be broken.

Note: The raw material to be mixed for manufacturing the bags shall be as under:

- a. At least 95.0 (+/- 1) % HDPE/PP/LDPE/BOPP virgin granules**
- b. Less than 5% of additives**

9.3 Annexure C- Format for Declaration on Blacklisting, Insolvency/ Bankruptcy and conviction against the criminal activities

On company Letter head

Date: XX/XX/XXXX

To,

Director,
Department of Food, Civil Supplies and Consumer Affairs, Punjab
AnaaJ Bhawan, Sector 39-C,
Chandigarh – 160036

Subject: Declaration on not being blacklisted, insolvency/ bankruptcy and conviction against the criminal activities

Dear Sir/Madam,

I/We confirm that our company or firm < ____ > as on the date of submission of this Bid: -

A. Has not been blacklisted for fraudulent and corrupt practices by Central Government or any State Government- Department/ PSU/ Agency/ organization in India at the time of submission of the Bid.

B. Has not been ever insolvent, in receivership, bankrupt or being wound up, doesn't have its affairs administered by court or judicial officer, doesn't have our business activities suspended.

C. And our directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

I/We hereby certify that the information provided in this undertaking is true, accurate, and complete to the best of my knowledge and belief.

Signature: _____

Name of the Bidder: _____

Date: _____

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and
50kg (master) bags for packaging of wheat

9.4 Annexure D- Format for Authorisation Letter

On company Letter head

Date: XX/XX/XXXX

To,

Director,
Department of Food, Civil Supplies and Consumer Affairs, Punjab
Anaaj Bhawan, Sector 39-C,
Chandigarh – 160036

Subject: Declaration for authorized signatory

Dear Sir/Madam,

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

Authorized Signatory (s) of the Company <Name> <Designation> <Seal>	Signature of the person authorized by the bidder <Name> <Designation> <Seal>
---	--

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and
50kg (master) bags for packaging of wheat

9.5 Annexure E- Self-declaration Format for Quantity Offered

On company Letter head

Date: XX/XX/XXXX

To,

Director,
Department of Food, Civil Supplies and Consumer Affairs, Punjab
Anaaj Bhawan, Sector 39-C,
Chandigarh – 160036

Subject: Self-Declaration for quantity offered

Dear Sir/Madam,

I/We confirm that our company or firm < *name* >, having production capacity of < *please enter the number* > < *Bag Category* >, shall be able to supply/offer the below mentioned quantity of Bags per month during the currency of the contract:

S No.	Type of Bag	Production Capacity for every Bag type/ Category	Qty/ Supply Offered per month
1.	HDPE/PP (5Kg)		
2.	HDPE/PP (10Kg)		
3.	HDPE/PP (50Kg)		
4.	BOPP (5Kg)		
5.	BOPP (10Kg)		
6.	LDPE (5Kg)		
7.	LDPE (10Kg)		

I/We hereby acknowledge that any deviation from the declared production capacity or supply of bags shall lead to blacklisting of my firm/ forfeiture of the Performance Bank Guarantee.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

9.6 Annexure F- Start up Notification for Punjab

Regd. No. NW/CH-22

Regd. No. CHD/0092/2018-2020



Punjab Government Gazette

EXTRAORDINARY

Published by Authority

CHANDIGARH, MONDAY, AUGUST 19, 2019 (SRAVANA 28, 1941 SAKA)

GOVERNMENT OF PUNJAB

DEPARTMENT OF INDUSTRIES AND COMMERCE
(Controller of Stores)

NOTIFICATION

The 16th August, 2019

No.COS/Start-ups/2019/11288.-

Subject: Relaxations of Norms in Public Procurement for Start-ups based in Punjab.

In order to build a strong Ecosystem for nurturing innovation and Start ups in the State, by providing opportunity to Start ups to scale up and to allow them to compete with experienced entrepreneurs and companies in public procurement by relaxing the norms for public procurement for them, the following relaxations will be provided to eligible Start ups of the State, subject to the condition that the Start ups meet the other quality and technical specifications as part of qualifying requirements of the procurements:

1. Eligibility of start ups for the relaxations

1. The entity should be registered as a Startup as per chapter 16.1 of Detailed Scheme & Operational Guidelines, 2018 of Industrial and Business Development Policy 2017, issued by Department of Industries & Commerce, Government of Punjab.
2. Registered start ups will submit the self attested copy of the registration to the procuring agency in order to avail the relaxations.
3. Registered Start ups should directly participate in tender and not through any intermediaries (their dealers/agents/distributors), and will not subcontract to any other firm and carry out the entire manufacturing/work/services at their enterprise.

2. Relaxations of Norms for Start ups in the State in Public Procurement.

Sr. No.	Qualifying requirements	Relaxations allowed to Startups
1.	Experience	Exemption in respect of past experience as part of the qualifying requirements of the tender.

(6005)

Request for tender (RFT) for Selection of Bidders for supply of 5kg, 10kg, and 50kg (master) bags for packaging of wheat

6006 PUNJAB GOVT. GAZ. (EXTRA), AUGUST 19, 2019 (SRVN 28, 1941 SAKA)

- | | |
|-------------------------|---|
| 2. Turnover | Exemption in respect of past turnover as part of the qualifying requirements of the tender. |
| 3. Purchase Preferences | Startups will also be eligible for purchase preferences accruing to all Industries in the State in the Public Procurement (Preference to Make in Punjab) Order, 2019. |

This issues with the concurrence of Finance Department conveyed vide their I.D. No. 2/29/19-4FE5/692 of dated: 24.05.2019.

The above instructions may be brought to the notice of all concerned and shall be applicable to all the tenders floated/ invited after issue of these instructions.

The 8th August, 2019

VINI MAHAJAN, IAS
Additional Chief Secretary to Govt of Punjab,
Department of Industries and Commerce.

1840/8-2019/Pb. Govt. Press, S.A.S. Nagar