

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED (PUNGRAIN)**  
**Anaaj Bhawan, Sector-39 C, Chandigarh-160036**

**IMPORTANT INSTRUCTIONS FOR BIDDERS**

1. Bids will only be submitted online on the e-Procurement portal of the Government of Punjab i.e. <https://eproc.punjab.gov.in>. Bidders who wish to participate in online tenders will have to register themselves on <https://eproc.punjab.gov.in> for which valid Digital Signature (Class II or III) are required, using which they can upload their electronic bids. Bidders can procure the same from any of the license certifying Authority of India. The bidders will be required to pay applicable registration/ processing fees as per the details available on e-Procurement portal.
2. For any portal related technical queries, prospective bidders can call at 24x7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all Government working days or reach through e-mail at [eproc@punjab.gov.in](mailto:eproc@punjab.gov.in), [support-eproc@nic.in](mailto:support-eproc@nic.in).
3. No physical submission of Technical and price/ commercial bid will be entertained as it should be furnished online only. No fax, e-mail, SMS, letters or any other form of communication will be entertained for the same.
4. Bids which are not submitted in the prescribed form and/or without deposit of requisite tender fee and/ or earnest money or any other deviation from the terms and conditions of the tender notice shall be rejected out rightly.
5. Conditional offers/ tenders shall be out rightly rejected.
6. The Technical bids shall be opened on 03.03.2025 at 2:30 P.M. in the Committee Room of PUNGRAIN, Anaaj Bhawan, SECTOR 39-C, CHANDIGARH. The date and time for the financial bids will be notified online only to the Technically Eligible Bidders.
7. The tenderer is mandatorily required to submit the documents mentioned in the Terms & Conditions, along with the technical bid. The financial bid of only those bidders shall be opened, who qualify the technical bid.
8. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender. In case, authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing; otherwise, they will not be allowed to participate in the opening of tender.
9. Any attempt direct or indirect, to cast influence or negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders, shall render the tender liable for rejection.
10. Any further communication or corrigendum/ addendum will be published on e-Tendering website only.

**IMPORTANT DATES IN CHRONOLOGICAL ORDER**

1.	Date of publication of Notice Inviting e-Tender in Newspapers	10.02.2025
2.	Date of availability of Model Tender Form (MTF) on website	10.02.2025 at 4:00 PM
3.	Last Date and Time of online tender submission	03.03.2025 upto 2:00 PM
4.	Date and time of Opening Technical Bid	03.03.2025 at 2:30 PM
5.	Date and time of Opening Price Bids	Will Be notified online to technically qualified bidders
6.	Validity of E-tender	90 Days
7.	Name and Designation of Authority Inviting E-tender	Managing Director, PUNGRAIN
8.	Prebid meeting Date & time and Venue	17-02-2025 at 02:00 PM at Anaaj Bhawan Sector 39-C Chandigarh

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)  
ANAAJ BHAWAN, SECTOR-39 C, CHANDIGARH-160036.**

**Tender Form**

**Price Rs. 50,000/- (Including 18% GST, Non-refundable)**

From

Managing Director  
PUNGRAIN, Chandigarh

To

.....  
.....  
.....

Gentlemen/ Sirs

On behalf of all the State Procurement Agencies in the State of Punjab, MD PUNGRAIN (Punjab State Grains Procurement Corporation) Anaaaj Bhawan, Sector-39 C, Chandigarh-160036 invites e-tenders for the purchase of 12,00,000 wooden crates for RMS 2025-26 conforming to IS 17427 as amended upto date. However, this number can increase or decrease at the time of issuing supply orders to the successful bidders as per the requirement of State procuring agencies.

**1. The Terms & Conditions:**

The terms and conditions governing the purchase and the technical specifications for wooden crates are at Annexure "I" and Annexure "II" respectively.

**2. Tender Fee (Non Refundable):**

A tender fee (Non-refundable) of Rs 50,000/-(Including 18% GST) should be paid through the online payment gateway of the e-portal during the submission of the tender.

**3. SIGNING OF TENDER:**

Person signing the tender should state in what capacity he/she is signing the tender i.e. as Sole Proprietor of a firm, or as Secretary, Managing Director, etc. of a limited company. In case of partnership firm, the tender

must be signed by all the partners. However, in cases where one of the partners signs the tender, he/ she must upload the authority letter duly signed by all other partners authorizing him/her to sign and submit the tender documents on behalf of all other partners.

**4. Submission of Tenders:-**

The parties will submit e-tender under two bid system i.e. Technical Bid and Financial Bid through e-tendering website <http://eproc.punjab.gov.in>. The technical bid (Annexure III) must be uploaded along with all the documents/ Annexures as mentioned in the Check list (Annexure IV), duly signed on all pages and complete in all respects till the date and time specified in the tender notice. No Tender and/or documents submitted after the scheduled date of closure of submission of the tenders will be accepted in any case. Financial bid(s) of only those tenderers will be opened who qualify in the technical bid.

**5. Acceptance of Tender:-**

The Managing Director, PUNGRAIN reserves the right to accept or reject tender(s) without assigning any reasons.

Managing Director, PUNGRAIN

**ANNEXURE-I**

**TERMS AND CONDITIONS  
FOR THE PURCHASE OF WOODEN CRATES DURING RMS 2025-26**

**1. GENERAL**

1. On behalf of all the State Procurement Agencies (PUNGRAIN, PUNSUP, MARKFED & PSWC) in the State of Punjab, MD PUNGRAIN (Punjab State Grains Procurement Corporation) Anaaj Bhawan, Sector-39 C, Chandigarh-160036 invites e-tenders for the purchase of 12,00,000 Wooden Crates.
2. E-tender will be in two bid system "Technical bid and Financial bid".
3. The sale of E-tender form on the e-tendering portal for purchase of wooden crates will start from 10.02.2025 at 4:00 PM and will close on 03.03.2025 at 2:00 PM.
4. The Technical bids will be opened on 03.03.2025 at 2:30 PM in Committee Room, Anaaj Bhawan, Sector-39 C, Chandigarh in the presence of the tenderers or their authorized representatives, who may wish to be present.
5. Financial bids of only technically qualified tenderers will be opened. The date & time of opening of financial bids will be notified online to the technically qualified bidders.

**2. TECHNICAL SPECIFICATIONS OF WOODEN CRATES:**

Technical specifications of wooden crates are as per "Annexure -II".

**3. ELIGIBILITY CRITERIA:**

Every tenderer shall have to fulfill the following conditions to be eligible/ technically qualified for submitting this tender:

1. Parties/firms should be manufacturer/s of wooden crates/Furniture or wood based items and having valid license of saw mill (Arra)/registered under MSME as wood based industry.
2. He/ She should be a citizen of India and not less than 18 yrs. of age, if the tender is submitted by an individual/proprietor.
3. If the tender is submitted by any society, company or a partnership firm, it should be registered under the appropriate legislation or the rules framed there under.
4. The entity must possess a valid PAN number and GST registration number.
5. Tenderer should have minimum turnover of Rs. 10 crores in

immediately preceding Five financial years, i.e. 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24. For the proof of the same, tenderer should enclose copy of Audited balance sheet certified by a Chartered Accountant (CA) or C.A. Certificate with UDIN for the corresponding period **(Annexure-VII)**.

6. 6. The entity must have a solvency of Rs. 1 crores. Solvency certificate not older than 3 months issued by scheduled commercial banks must be attached..
7. A Company, firm or individual is/are not entitled to participate in the tender, if the same has been blacklisted or proceedings for blacklisting are under consideration by any Central Ministry/Department, State Govt./ Co-operative/ PSU Board or Corporation or Local body.
8. The technical bid (Annexure III) must be uploaded along with all the documents/ Annexures for fulfillment of technical eligibility criteria as mentioned in the Check list (Annexure IV) and duly signed on all the pages and complete in all respects till the date and time specified in the tender notice.
9. The tenderer who has been blacklisted by any Government Agency, shall not be eligible to participate in the tender process, during the concurrency of such blacklisting. If any tenderer is found to be blacklisted at a later stage, his technical as well as financial bid, if applicable, shall be rejected, and the earnest money and security amount (if any) deposited by him shall be forfeited. An affidavit regarding non-black listing/ non prosecution of tenderer is to be submitted as per Annexure V.
10. In case the documents submitted by the tenderer are found to be forged/ fabricated at any stage then, the Managing Director, PUNGRAIN reserves the right to forfeit the entire EMD/Security money. Also the tenderer shall be liable for blacklisting and criminal proceedings may be initiated against the tenderer.
11. As per notification No. COS/Start-ups/2019/11288 dated 16-08-2019 of Department of Industries and Commerce, Punjab, 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 wooden crates.

12. Purchase preference shall be given to local suppliers subject to the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 as notified by Department of Industries And Commerce (Controller of Stores), Govt. Of Punjab vide order dated 03.09.2019. As per clause 4 of the order No. COS/PPO-2019/11726 dated 03.09.2019 of Department of Industries and Commerce, Punjab, local supplier/a registered startup must have minimum 40% of local content and will abide by clause 8 of the said order for verification of local content. The prescribed margin of purchase preference shall be ZERO. 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:

COST COMPONENT	CALCULATION BY MANUFACTURER Cost per unit of		
	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 Cost			

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

Total Cost (IV c)

#### 4. **EARNEST MONEY(EMD)/SECURITY:**

##### **A. EARNEST MONEY**

- Each tenderer will deposit Earnest Money @ Rs.50/- per crate for the total number of wooden crates offered which shall be paid through payment gateway of e-tender portal.
- No tender will be accepted without Earnest Money/less earnest money and will be rejected straight way.
- In case of acceptance of tender, the EMD will be converted into security.
- In case of non-fulfillment of any of the tender terms & conditions or default in supply of the allotted quantity (ies) after placement of order, PUNGRAIN may forfeit the security in part

or full and further PUNGRAIN will have the liberty to purchase the crates at the risk and cost of the defaulting party.

**B. SECURITY DEPOSIT**

- i. The successful Tenderer shall furnish Performance Guarantee cum Security within 10 working days from the date of award of sanction order/supply order of the value equivalent to 5% of order value by the way of deposit of amount of Performance Guarantee cum Security in Bank account of MD PUNGRAIN or in the form of an irrevocable, unconditional Bank Guarantee with validity of Twenty-Four months with claim period of extra 3 months (in the attached format – Annexure ‘VI’) from a ‘Scheduled commercial bank’ notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) to PUNGRAIN, Anaaj Bhawan Sector 39 C, Chandigarh. In case the Tenderer fails to furnish the Performance Guarantee within the prescribed period, the Corporation reserves the right to terminate the contract, forfeit the EMD and get the work done at the risk and cost of the Tenderer, without prejudice to any other rights or remedies, the Corporation may have under the Contract and Law.
- ii. a) The Bank Guarantee issuing bank shall compulsorily send cover bank guarantee issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's banker i.e. • MT760 COV for issuance of Bank Guarantee. • MT767 COV for amendment of Bank Guarantee. • Issuing bank shall mention PUNGRAIN beneficiary code "MDPMSCX" in field 7037 of MT760 COV/ MT767 COV. • PUNGRAIN beneficiary code will be MDPMSCX. The service provider shall submit the copy of SFMS message as sent by the issuing bank branch along-with the original Performance guarantee cum Security. Performance GUARANTEE cum security submitted without these details shall not be accepted..
- iii. In case of failure of Tenderer to deposit the Performance Guarantee cum Security within 10 working days from the date of issue of Supply Order, further extension of seven working days can be given by PUNGRAIN subject to levy of penalty @ 1% of Performance Guarantee cum Security.
- iv. If the successful tenderer having been called upon by the Corporation to furnish the Performance Guarantee cum Security, fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for the Corporation to terminate the contract treating it as Breach of contract besides forfeiture of EMD already furnished by the Successful bidder and

to purchase or authorize the purchase of the stores at the Risk and Cost of the Successful bidder and in that event any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies the corporation may have under the Contract and Law. The Tenderer will also be debarred from participating in any future Tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the Tenderer may be allowed to participate in the future Tenders of PUNGRAIN provided all the recoveries/dues have been affected by the Corporation.

- v. If the successful Tenderer had previously held any contract and furnished Performance Guarantee cum Security, the same shall not be adjusted against this Tender and a fresh Performance Guarantee cum Security will be required to be furnished.
- vi. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Performance Guarantee cum Security.
- vii. If the Successful bidder fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Performance Guarantee cum Security furnished by the Successful bidder or to appropriate the Performance Guarantee cum Security furnished by the Successful bidder or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, Save as aforesaid if the Successful bidder duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Corporation shall refund the Performance Guarantee cum Security to the Successful bidder after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the Successful bidder.
- viii. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Successful bidder.
- ix. In the event of the Performance Guarantee cum Security being insufficient or if the Performance Guarantee cum Security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or

which at any time thereafter may become due to the Successful bidder under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the Successful bidder shall pay to the Corporation on demand the balance due.

- x. The Performance Guarantee cum Security will be refunded/released after period of 27 months (24 months + 3 months) only after satisfactory execution of contract, subject to the aforementioned conditions and after the expiry of the guarantee period and on submission of “NO DUES CERTIFICATE” issued by the recipient office(s) of the Corporation, “NO DEMAND CERTIFICATE & PRE-RECEIPT” by the supplier and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Supplier on any account and all other losses / damages that the Corporation is entitled to recover from the Supplier. No interest shall be paid to the Tenderer/ Successful bidder on EMD/ Performance Guarantee cum Security in any circumstances, whatsoever.
- xi. The repayment of EMD / Performance Guarantee cum Security shall also be made in INR payable at any city of India.

## **5. BID QUANTITY**

Every tenderer will have to quote tender rate for a minimum quantity of 50,000 crates while there will be no ceiling on the maximum quantity that a bidder can offer. The quantity offered must be in multiples of 10000. The rate quoted for a quantity less than 50,000 will not be entertained. However, MD, PUNGRAIN reserves the right to increase or decrease the total number of crates ordered to be supplied by a supplier at the time of award of contract/issuance of supply order depending upon the requirement of the State Procuring Agencies and performance of the supplier.

## **6. BID EVALUATION**

1. Technical evaluation will be done first wherein evaluation of fulfillment of technical eligibility criteria mentioned in the terms & conditions of the e-tender, will be undertaken.
2. The financial bids of only those tenderers will be opened, who qualify in the technical bid. In case of non-qualifying the technical bid, it will render the Tenderer as ineligible and the financial bid will not be opened.
3. **The rate per each wooden crate (inclusive of loading,**

**packing, forwarding, GST and other taxes etc.) shall be quoted including F.O.R. (Freight on Road) for delivery to destinations of State Procuring Agencies in various districts in the State of Punjab, which will be borne by the tenderer.**

4. The tenderer who quotes minimum rate in the financial bid will be declared as L-1.
5. PUNGRAIN has the right to place order to one supplier or distribute it to more than one supplier at L-1 rate. In case, the required quantity cannot be supplied by L-1 party (ies), then L-2 will be called to match the L1 rate and so on till the entire quantity required by the State Procurement Agencies is met.

#### **7. ISSUANCE OF WORK ORDER/SUPPLY ORDER**

1. PUNGRAIN will also have the right to issue supply order in phased manner to any one or more tenderers whose tenders are accepted.
2. The tendered quantity may increase or decrease at the time of placing of order or during pendency of the contract as per the requirement of State Procuring Agencies.
3. The tentative requirement of wooden crates for all State Procurement Agencies is 12,00,000. However, the tendered quantity can be increased or decreased at the time of placing of order or during pendency of the contract, which will be in accordance with the provisions of Punjab Financial Rules.
4. In case any notification of Govt. of India/State Government is notified after placing of the orders with the suppliers with regard to decrease in the excise duty on finished goods or reduction in GST, if any, PUNGRAIN reserves the right to decrease the price of the material in proportion there to.

#### **8. DELIVERY PERIOD**

1. Entire supply will be completed by the supplier as per following time schedule:-
 

40% of the total crates ordered=	upto <b><u>31-03-2025</u></b>
75% crates of the total crates ordered=	<b><u>upto 15-04-2025</u></b>
Balance 25% Crates (without late delivery(L.D) charges)=	upto <b><u>30-04-2025</u></b>
With 2% L.D. charges=	upto <b><u>15-05-2025</u></b>
2. The delivery of wooden crates as per above time schedule is the essence of the supply order. All the suppliers shall have to adhere to the time schedule prescribed in the tender. No delivery will be accepted after **15-05-2025**.
3. Managing Director, PUNGRAIN reserves the right to extend the delivery period with or without LD charges, for a period as deemed fit,

in case of natural calamities like heavy rains, floods etc if he is satisfied that the reasons for delay were beyond the control of supplier upon considering the requests of suppliers/agencies and exigencies of the situation on a case to case basis.

4. Risk purchase at the cost of supplier will be made by the PUNGRAIN/ State agency in case the supply is not made as per the time schedule or laid down specifications and terms and conditions. The difference of such cost thus incurred will be recovered from the supplier, if need be, by taking legal recourse.

## **9. SAMPLING, INSPECTION AND REJECTION**

**I. Sampling:-** A lot shall comprise of a maximum of 5000 Wooden Crates with lot number and unique serial number shall be offered for inspection. Sampling would be done lot wise as per protocol circulated by MD, PUNGRAIN, keeping in view the mention & nos as prescribed by IS -17427 amended upto date. Out of each lot of 5000 wooden Crates, 250 Wooden Crates will be selected at random and inspected, examined for visual defects, workmanship, fastners, weight, components and features, Dimensions, Moisture Content etc. Out of 250 Wooden Crates physically examined, four samples (one sample will consist of three Wooden Crates each) for each lot or part thereof will be selected at random and or part thereof for testing in the laboratory as per BIS No.: 17427 amended upto date. The sample shall be referred to IIP/ Govt. Labs (BIS approved/NABL Accredited Laboratory certified for conducting relevant detailed tests as per laid down specification) as nominated by PUNGRAIN. Test charges shall be borne by the Supplier. The sample shall be signed by the purchaser's Representative and Suppliers or his authorized Representative, two samples (6 wooden crates) will be sent to the lab for lab test {workmanship, fastners, weight, components and features, Dimensions, Moisture Content, Stacking test, bending test, bottom deck test, inclined impact, inclines plane, corner drop test, compression test etc.}.

One sample (3 wooden crates) will be given to Supplier and one sample (3 wooden crates) will be retained as reference sample by the Buyer agencies. No retesting will be allowed of once failed sample. Agencies may issue dispatch list of destinations after pre-dispatch inspection after getting undertaking of supplier, but in that case the Payments process shall only be initiated after satisfactory report of lab and after receipt of material in stores.

**II. Assistance for test and examination:** The Successful bidder shall make the necessary arrangements for the inspection by the committee so that they are satisfied that the stores are being and/or have been manufactured in accordance with the specifications/sample. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Successful bidders work for the purpose aforesaid, and he may require the Successful bidder to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspection Officer. The Corporation may at its discretion; draw random samples in respect of the supplies made by the Successful bidder and get them tested by any BIS recognized laboratory. **The entire cost of such test shall be borne and paid by the Successful bidder to the Corporation.** If such analysis reveals that the material supplied is not in conformity with the specifications, the supplier shall pay such compensation as may be decided by the MD Pungrain, whose decision in the matter shall be final and binding. **The cost of Quantity drawn during Inspection shall be borne by the Successful bidder. Payment will be done for the actual quantity received at the destination.**

**III. Cost of Test:** The Successful bidder shall provide without any extra charge all materials, tools, labour, and assistance of every kind which the Inspecting

Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the Successful bidder's premises and the **Successful bidder shall bear and pay all costs attendant thereto.**

**IV. Delivery of Stores for Test:** The Successful bidder shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspection Officer may specify, such materials or stores as he may require.

**V. Method of Testing:** The Inspecting Officer shall have right to adopt such manner and method of testing as he may think it proper and the Successful bidder should not be entitled to question such manner or method on any grounds whatsoever.

**VI. Stores Expended in Test:** If the test proves satisfactory and the stores or any installments thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the purchaser and be paid for as such, otherwise it shall be at the cost of the Successful bidder.

**VII. Inspecting Officer:** Final authority and to certify performance, the Inspecting Officer shall have the power:

- i. Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adopting of any unsatisfactory method of manufacture.
- ii. To reject any stores submitted as not being in accordance with the particulars to reject the whole of the installments tendered for inspection,
- iii. if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

- iv. to mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

**VIII. Consequence of Rejection:** If on rejection of any of stores by Inspecting Officer or consignee at the destination; the Successful bidder fails to make satisfactory supplies within the stipulated period of delivery the Corporation shall be at liberty to:

- (i) Allow the Successful bidder to resubmit the stores in replacement of those rejected, within a specified time, the Successful bidder bearing the cost of freight and other expenses in connection thereof, if any, on such replacement without being entitled to any extra payment on that account; or
- (ii) Purchase the quantity of the stores rejected either of the same description or of similar description (when stores exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) without notice to the Successful bidder at his risk and cost and without affecting the Successful bidder liability as regard the supply of any further installment due under the contract, or
- (iii) Cancel the contract and (a) purchase the stores of the same description or of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation which shall be final, readily available) at the risk and cost of the Successful bidder or (b) claim difference between the contract price or the price prevailing at or about the time of breach

**IX. Inspecting Officer's Decision as to Rejection Final:**

The Inspecting Officer's decision as regards the rejection shall be final and binding on the Successful bidder.

**X. Notification of Result of Inspection:** Unless otherwise provided in the specifications in the schedule, the examination of the stores will be made as soon as practicable after the same has been

submitted for inspection and the result of the examination will be notified to the Successful bidder.

**XI. Marking of Stores:** The Successful bidder shall, if so required, at his own expenses mark or permit the Inspector mark all the approved stores with a recognized purchaser's mark.

**XII. Removal of Rejections:** (a) Any stores submitted for inspection at a place other than the premises of the Successful bidder and rejected shall be removed by the Successful bidder subject as herein after provided within fourteen days of the date of receipt of intimation of such rejection. (b) Such rejected stores shall under all circumstances lie at the risk of the Successful bidder from the moment of such rejection and if such stores are not removed by the Successful bidder within the period afore mentioned, the Inspecting Officer may either return the same to the Successful bidder at his risk and cost by such mode of transport as the Corporation or inspecting officer may select, or dispose of such stores at the Successful bidder's risk on his account and retain such portion of proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period for which the rejected stores are not removed.

**XIII. Inspection Notes:** On the stores being found acceptable by the Inspecting Officer, he shall furnish the Successful bidder with necessary copies of inspection notes duly completed for being attached to the Successful bidder's bill in support thereof.

**XIV.** In order to assess manufacturing facilities available with the tenderers, the inspection facilities may be required to be arranged by the party at the discretion of the Corporation. Visit to the party's premises/site/manufacturing unit shall be at the discretion of the PUNGRAIN.

**XV.** Post Purchase Inspection has to be conducted at the receiving end by the concerned staff which will be reported in receipt certificate. The payment to the supplier will be released only after the confirmation of receipt of consignment in good condition.

**XVI. INSPECTION Team** : Inspection shall be carried out by Inspection Team as nominated by MD PUNGRAIN/State Agency in accordance with BIS 17427 amended time to time.

**XVII. POST PURCHASE INSPECTION** has to be conducted at the receiving end by the concerned staff of SPA and the same will be endorsed in receipt certificate. The payment to the supplier will be released only after the confirmation of receipt of consignment in good condition

#### **10. PAYMENT**

1. Each agency shall make payment for the supply of wooden crates directly to the concerned suppliers on its own.
2. No advance payment will be made.
3. After the F.O.R delivery of the ordered number of wooden crates as per the specifications/ terms & conditions mentioned in the work/ supply order, the supplier will submit bills within 15 days to the concerned District Manager of the PUNGRAIN/ State agency along with the Inspection note and receipt of crates from the concerned officials indicating clearly that the crates received are as per specifications.
4. 80% payment shall be made against the bills raised by the supplier after physical delivery of wooden crates, if the same are duly supported with satisfactory inspection notes of SPAs inspection teams and receipt by the concerned staff.  
Balance 20% payment will be released on getting successful test reports from accredited govt labs. The payment would be released by Pungrain for its own wooden pallets and, in case of the agencies, the concerned agency will release the payment to the supplier directly.
5. 100% payment shall be made against the bills raised by the supplier after physical delivery of wooden crates, if the same are duly supported with satisfactory inspection notes and receipt by the concerned staff along with weight memo at the time of receipt of crates at the destination.

6. The indenting agency would have option to release payments by Electronics mode/RTGS as well.

**11. PENALTY:**

1. If it is found that any party has supplied crates not as per specifications, the same shall be rejected and have to be replaced by the tenderer/ supplier at his own risk and cost.
2. In all such instances, where the crates are found deficient w.r.t. prescribed specifications and the same are not replaced by the supplier or the supplier fails to deliver the ordered number of wooden crates in stipulated time despite giving an opportunity for replacement/ delivery, as the case may be, MD PUNGRAIN reserves the right to blacklist the tenderer/supplier for a period of two years during which he shall not be eligible to participate in the tenders floated by PUNGRAIN/ State procurement Agencies.
3. Managing Director PUNGRAIN reserves the right to black list a tenderer and forfeit his/ her deposited EMD if the tenderer:
  - i. fails to comply with the stipulated terms and conditions for the supply of crates on the acceptance of his/ her offer.
  - ii. refuses or fails to supply crates as per the prescribed specifications or at the rate quoted by him/ her after acceptance of his/her offer.
  - iii. In such cases, an opportunity of hearing would be given to the tenderer before black listing

**12. GST COMPLIANCE:**

1. The tenderer/bidder shall ensure that the invoice to be raised with PUNGRAIN/ State agency is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits, if applicable, by PUNGRAIN/ State agency.
2. This shall be ensured by the tenderer/bidder that the invoice raised by him during a month is appropriately reported in the GST returns of the said month.
3. PUNGRAIN/ State agency reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the tenderer/bidder.
4. PUNGRAIN/ State agency shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same is not intimated within a period of 90 days from the date of issue of invoice.

**13. RELEASE OF SECURITY**

Security without interest will be released as per Clause 4 B (x) of this document, after completion of the supply order and after the supplier has discharged all obligations.

**14. MISCELLANEOUS**

1. The material shall be packed very carefully as the PUNGRAIN/ State Agency shall not be responsible for any damage/loss in transit. The supplier will be bound to ensure the delivery of wooden crates at the destination in sound condition.
2. The rates quoted will remain valid for 90 days from the date of opening of tenders and this period would be further extendable at the discretion of MD, PUNGRAIN
3. The listing/bank charges, if any, shall also be borne by the supplier.
4. In case of any change in the constitution of the firm of tenderer (whether partnership or sole proprietors) PUNGRAIN must be intimated immediately. In case of partnership, firm's share of each partner must be indicated and a certified copy of the deed of partnership be attached with the technical bid.
5. It is clarified that PUNGRAIN would deal only with the partner in whose name authority letter bearing signature of all other partners is appended for the signing of the relevant papers including tender form.
6. Subletting of contract is not allowed under any circumstances. If any party/ firm is found to have sublet the contract awarded for supply of wooden crates, that party / firm will be liable for blacklisting.
7. The acceptance of terms and conditions by the supplier/bidder shall constitute a valid and legal contract between the buyer/State Procurement Agencies and supplier(s). No execution of separate deed/agreement would be necessary.
8. Managing Director, PUNGRAIN reserves the right to reject any or all the tenders without assigning any reasons.

**15.****i. GUARANTEE :**

The Contractor/seller hereby declares that the Wooden Crates sold to the purchaser under this contract shall be of the best quality (and workmanship) and shall be strictly conforming to the BIS specifications and particulars contained / mentioned in the Terms & Condition of the Tender and/or in the indent/supply order thereof and the Contractor/seller hereby guarantees notwithstanding the fact that the purchaser, may

have inspected and/or approved the Wooden crates, if during the period of 24 (twelve) months from the date of delivery the said wooden crates be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said wooden crates or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the wooden crates will be at the seller's risk till not replaced by supplier. The seller will replace the wooden crates within 15 days of notification of rejection and shall obey all the provisions relating to rejection of wooden crates etc. or such portion thereof as is rejected by the purchaser otherwise the Contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

**ii. WARRANTY:**

For a period of twenty four calendar months from the date of delivery of the wooden crates, the Contractor shall be responsible for any defects, in manufacturing or that may develop during Guarantee Period and under proper use, arising from faulty materials, manufacturing process or workmanship in the wooden crates but not otherwise and shall remedy such defects at Contractor's own cost, when called upon to do so, by the purchaser, who shall state in writing in what respect that portion is faulty. If any defects be not remedied within a reasonable time not exceeding 7 working days from the date of communication of the defect to the contractor by the State Agency through any one or more of the mode of communications. If the defects are not remedied to the satisfaction of Pungrain/State Agency within the time period as mentioned above, the purchaser may proceed to replace/ buy wooden crates at contractors' risk and cost but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects. All inspections, adjustments, replacements or renewals carried out by the Contractor during the Guarantee period shall be subjected to the same conditions of the contract.

**iii. SERVICING FACILITIES:**

The Contractor shall also provide free servicing facilities at the centers where such facilities exist or duly authorized agents to render the same when called upon to do so in respect of wooden crates for a period of twenty four months from the date of supply.

**MANAGING DIRECTOR, PUNGRAIN**

**ANNEXURE-II****SPECIFICATIONS FOR WOODEN CRATES CONFORMING TO IS 17427 AS AMENDED TILL DATE**

**Besides conforming to IS 17427 as amended till date, the wooden crates to be supplied under this e-tender shall have to conform to the following specification also:**

1. Each dunnage piece of crate will be of 150cm\*90cm\*18cm and will be made from any type of wood, duly dried and seasoned, which satisfies the quality characteristics/tolerance etc as provided for non-expandable pallets as required in BIS 17427 of 2020 amended upto date. However, the bidder shall be bound to make use of the same type of wood which is presented as sample along with lab test report. A declaration, in this regard, shall be submitted by the bidder at the time of offer for inspection / supply.
2. Specifications

MEMBER TYPE	MINIMUM SIZE	MINIMUM LENGTH	NOS.	Spaced
<b>Wooden Crate Type I</b>				
Upper Member	9.0 CM X 6.5 CM	150 CM	5 Nos	37 CM
Lower Member	9.0 CM X 6.5 CM	90 CM	4 Nos	30 cm
<b>Wooden Crate Type II</b>				
Upper Member	5.1 CM X 6.5 CM	150 CM	5 Nos	37 cm
Lower Member	6.5 CM X 11.5 CM	90 CM	4 Nos	30 cm
<b>Wooden Crate Type III</b>				
Upper Member	5.1 CM X 6.5 CM	150 CM	5 Nos	37 cm
Lower Member	5.1 CM X 11.5 CM	90 CM	5 Nos	22 cm

The higher dimension of the section of each member will be vertical.

3. There shall be no joints in any of the members.
4. The dunnage shall be properly nailed with sufficient number of nails to the frame, reasonably rigid with proper fit. There shall be at least two nails at each corner joint and one at every other joint. No nail shall project down the wooden rafter or be exposed, so as to avoid source of danger to the gunnies. The nail head shall beat the top and the nail shall be bent over at the bottom of the crate for "1".
5. No member shall have cracks, as it will endanger its structural strength.
6. The section of each member will be generally uniformed without being heavily beveled at corners so as to reduce its strength.
7. The wood shall be free from loose knots which would reduce its structural strength.
8. The top of each dunnage piece will be at one level.
9. The wood used for making crates should be termite treated.
10. Wood damaged by white ants/termites shall not be used.
11. Crates should be colored Black with name of the supplier firm and year of supply stenciled on them.

**ANNEXURE-III**

(On letter head of the Bidder)

## TECHNICAL BID

From

---



---



---

To

The Managing Director,  
 Punjab State Grains Procurement Corporation, Anaaj  
 Bhawan, Sector-39 C,  
 Chandigarh-160036.

Subject: Offer for supply/ sale of Wooden Crates for RMS 2025-26.

Dear Sir/Ma'am,

Reference is made to your e-tender notice that appeared in the press on 04.01.2025 for the purchase of Wooden crates.

I/We hereby offer to supply/ sell \_\_\_\_\_ (number in words \_\_\_\_\_) of Wooden Crates to PUNGRAIN/State procurement Agencies as per the terms and conditions of the tender (duly signed copy enclosed) and agree to abide by such conditions.

I/We hereby offer the rates for supplying/ sale of Wooden Crates as per Price Bid submitted online.

- 1) I/We agree to supply Wooden Crates as per the specifications mentioned in the terms and conditions of tender.
- 2) EMD of Rs. \_\_\_\_\_ for supply of \_\_\_\_\_ (number) of Wooden Crates @ Rs.50/- per crate for the total number of wooden crates offered has been deposited online.
- 3) The rates quoted in price bid are inclusive of all applicable taxes/levies and F.O.R destination to any location in Punjab.
- 4) I/We shall arrange my own transport for delivering the crates to the destinations specified by PUNGRAIN/State procurement Agencies.
- 5) The rates quoted will remain valid for 90 days from the date of opening of tenders which would be further extendable at the discretion of MD,

PUNGRAIN

6) Acceptance of this offer by PUNGRAIN or by any officer authorized by PUNGRAIN shall constitute valid/legal contract between me/us and PUNGRAIN.

7) I/We hereby agree that in case I/We become successful bidder, the EMD @ Rs.50/- per crate for the total number of wooden crates offered, deposited by me/us may be converted into security deposit as per the terms and conditions of the tender document. I/We further agree that in case we fail to supply the material within the stipulated period as would be given in the supply order or could not fulfill the terms and conditions of this contract, our security as whole or part thereof may be forfeited by PUNGRAIN for which I/We shall have no objection, whatsoever, in addition to the right of PUNGRAIN to purchase crates from other suppliers at my/our risk and cost.

8) All documents mentioned in the Check list (Annexure-IV) have been uploaded on the portal.

9) Tender document duly signed on each page has been uploaded on the portal.

Thanking you,

Yours sincerely,

Date:

Signature of the tenderer

with Complete Address and Seal

**ANNEXURE-IV**

**CHECK LIST OF DOCUMENTS TO BE ATTACHED/ UPLOADED WITH  
TECHNICAL BID FOR THE E-TENDER DATED 04.01.2025 FOR  
PURCHASE OF WOODEN CRATES FOR RMS 2025-26**

S. No	DOCUMENT CHECKLIST	DOCUMENT ATTACHED ( TICK IN REQUISITE		
		YES	NO	NOT APPLICABLE
1	Whether a valid license of the saw mill as per tender terms & conditions of tender is uploaded?			
2	Whether a valid registration certificate of the saw mill /MSME registration certificate as per tender terms & conditions of tender is uploaded?			
3	Whether the tender fee of Rs. 50,000/- ( Non refundable & including 18% GST) paid online?			
4	Whether the Earnest Money Deposit @ Rs.50/- per crate for the total number of crates offered deposited ?			
5	Whether the technical bid (Annexure III) has been uploaded?			
6	Whether an affidavit (in prescribed format Annexure V) on the Non-judicial stamp paper, duly attested by the Executive Magistrate/ Notary Public, regarding non-black listing/ non prosecution of firm has been uploaded?			
7	Whether valid PAN & GSTIN No. issued by the competent Authority uploaded?			
8	Whether a copy of the constitution/partnership deed of firm duly registered with Registrar Firms has been uploaded?			
9	Whether Power of Attorney/ Authorization to bid in case of partnership firm/ Company/ Society has been uploaded?			
10	Whether complete Tender form including Annexure I & II duly signed on each page has been uploaded?			
11	Whether requisite documentary proof for claiming preference as per the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 and/or as per notification No. COS/Start-ups/2019/11288 dated 16-08-2019 has been uploaded?			
12	Whether solvency certificate of Rs. 1 cores attached with bid?			
13	Whether CA certificate regarding turnover attached with the bid.			

Date:

Signature of the tenderer

**ANNEXURE-V**

(Specimen of the Affidavit for non-blacklisting of the Firm)

**AFFIDAVIT**

**(To be attested by Executive Magistrate/ Notary Public)**

I, ....., S/o Sh.....,  
R/o..... do hereby solemnly affirm and declare as under:

1. That I am the sole Proprietor/ authorized partner/ signatory of M/s  
.....
2. That my firm wants to bid for supply/ sale of wooden crates to PUNGRAIN/ State procuring agencies against e-tender notice that appeared in the press on 04.01.2025 for the purchase of Wooden crates.
3. That neither me/my firm/Company / Society nor any of the partners / Directors/Members has ever been blacklisted by any Central Govt. Ministry/Department, State Govt. or Semi-Govt. or Co-operative Department/ Institution/ PSU/Board/Corporation.
4. That I/ my firm/ Company / Society shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN.

Dated:.....

Deponent

Verification:

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated:.....

Deponent

**Annexure VI****Proforma of Bank Guarantee of Security Money Deposit from any Scheduled commercial bank' notified by RBI (excluding all Urban/Rural/State Co- Operative banks and Gramin Banks)**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the PUNGRAIN .....having agreed to accept the part security deposit in the form of Bank Guarantee under the terms and conditions of the contract No..... **dated** .....made between the PUNGRAIN and Contractor for supply of Wooden Crates (hereinafter called the 'contract') for the due fulfilment by the said Contractor/s of the terms and conditions and obligations contained in the said contract, we **(NAME OF BANK)**, (hereinafter referred to as 'the Bank') at the request of BIDDER/S **(NAME OF THE BIDDER)** do hereby undertake to pay on demand by PUNGRAIN an amount not exceeding **Rs..... (Rupees .....**).

We **(NAME OF BANK)** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the PUNGRAIN. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding **Rs. ....(Rupees .....**).

We undertake to pay to the PUNGRAIN any money so demanded not withstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, **(NAME OF THE BANK)** further agree that the guarantee herein

contained shall remain in full force and effect during **thirty months** from the date of issuance of this guarantee and shall continue to be enforceable till all the dues of the PUNGRAIN under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the PUNGRAIN certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before **(date)** \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

We, **(NAME OF THE BANK)** further agree with the PUNGRAIN that the PUNGRAIN shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or commission on the part of the PUNGRAIN or any indulgence by the PUNGRAIN to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s). The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, **(NAME OF THE BANK)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the PUNGRAIN in writing.

***over message for this BG has been sent to PUNGRAIN Bankers through SFMS.***

**Dated the    day of**

**for**

**(NAME OF THE BANK)**

**{on Auditor/CA Firm letter head}****Annexure VII**

To

Punjab State Grains Procurement Corporation limited  
(PUNGRAIN),  
Anaj Bhawan, Sector 39-C, Chandigarh.

Ref : Tender No.:\_\_\_\_\_ Date of Publication:\_\_\_\_\_

**AVERAGE ANNUAL TURNOVER STATEMENT**

The Annual Turn Over, Turnover of Company From Wooden Crates products, Net worth & profit earned of M/s ..... for the past five years are given below and certified that the statement is true & correct.

**(in Lacs in INR)**

S. No	Year	Total Turnover	Turnover from Wooden Crates Products	Profit	Net worth
1	2023-24				
2	2022-23				
3	2021-22				
4	2020-21				
5	2019-20				
Total					
Average					

Date:

Seal:

Signature of Tenderer

Signature of Auditor

Chartered Accountant

Name in CAPITAL letters:.....

Mobile No.:.....

UIDN No.:.....

**ANNEXURE VIII****Make and Model of quoted Item**

(to be filled by supplier on letterhead (signed, scanned and uploaded in technical bid)

Name of the Supplier

S No	Item description (Type1/Type2/Type3) & size	Type of Wood to be used	Make	Model	Quantity offered
1	Wooden Pallet				
2	Wooden Pallet				
3	Wooden Pallet				

Note : Please submit the sample of each of the above mentioned items along with test report in the office of Pungrain on or before due bid date and time.