

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

**NOTICE INVITING TENDER**

PUNGRAIN, invites online tenders through GeM Portal for the purchase of 10760 Heavy Duty Cross Laminated Thermoplastic Fumigation Covers (CLTF Covers) for storage of wheat during RMS 2024-25 on behalf of all State Procuring Agencies (Pungrain, PSWC, Punsup and Markfed) in the State of Punjab under two Bid system 'Technical Bid' and 'Financial Bid'.

The bid/tender documents (MTF) & other details will be available on the GeM Portal, i.e., <https://gem.gov.in> from 16-03-2024 to 15-04-2024. MTF will also be available on Department's website i.e. <http://foodsuppb.gov.in>. Bids completed in the manner prescribed in MTF should be uploaded upto 04:00 PM on 15-04-2024. Pre-bid meeting will be held on 27-03-2024 at 11:00 AM in the Committee Room, Pungrain Head Office, AnaaJ Bhawan, Sector 39 C, Chandigarh.

PUNGRAIN reserves the right to scrap tender at any stage without assigning any reason and PUNGRAIN will not be liable for any costs and consequences incurred by the intending bidders.

Any corrigendum / addendum will be uploaded on GeM portal and <http://foodsuppb.gov.in>.

Managing Director, Pungrain

Note: The actual demand of Heavy Duty Cross Laminated Thermoplastic Fumigation Covers (CLTF Covers) is 10760, however, in newspaper advertisement appeared on 16.03.2024, the number of Heavy Duty Cross Laminated Thermoplastic Fumigation Covers (CLTF Covers) was mentioned inadvertently as 8060.

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION LIMITED  
(PUNGRAIN)**

**Anaaj Bhawan, Sector-39 C, Chandigarh-160036**

**TENTATIVE DATES IN CHRONOLOGICAL ORDER**

1.	Date of publication of tender notice inviting e-Tender in Newspapers	16.03.2024
2.	Date of availability of MTF on website	16.03.2024
3.	Date of Pre Bid Meeting	27.03.2024, 11.00 AM Venue-Committee Room, O/o PUNGRAIN, Anaaj Bhawan, Sector 39-C, Chandigarh
4.	Last Date and Time of online tender submission	15.04.2024 04:00 PM
5.	Date and time of Opening Technical Bid	15.04.2024 04:30 PM
6.	Date and time of Opening Price Bid	Shall be intimated only to technically eligible bidders.
7.	Validity of E-tender	90 days
8.	Name and Designation of Authority Inviting E-tender	Managing Director, Pungrain

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

**TENDER FORM**

From

**Managing Director,**  
**PUNGRAIN, Chandigarh.**

To

\_\_\_\_\_  
\_\_\_\_\_

Gentlemen/Sirs

Managing Director, PUNGRAIN, Chandigarh invites E-Tender for the purchase of 10760 Heavy Duty Cross Laminated Thermoplastic Fumigation Covers (**CLTF Covers**) on behalf of all State Procuring Agencies (Pungrain, PSWC, Punsup and Markfed) in the State of Punjab under two Bid system 'Technical Bid' and 'Financial Bid'.

**1 THE TERMS AND CONDITIONS:**

The terms and conditions governing the purchase are given in and Technical specifications are attached.

**2 EARNEST MONEY DEPOSIT (EMD):**

Earnest Money must be deposited as per Section 2 of the tender terms & conditions.

**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 or duly authorized partner(s) and in case of company/incorporate body, tender form must be signed by person duly authorized by Company/Governing Body/Entity

**4 SUBMISSION OF TENDERS:**

The parties will submit e-tender through e-tendering website <https://gem.gov.in>. The technical bid should be uploaded with all required documents and Annexures – 'A', 'B' & 'C' along-with a separate financial bid which is to be filled only online. Tender and/or amendments submitted after scheduled date of closure of submission of the tender will not be accepted.

**5 ACCEPTANCE OF TENDER:**

The Managing Director, PUNGRAIN reserves the right to accept or reject tender(s) without assigning any reasons. Tenders must be accompanied by all annexures intact and duly signed on all pages and complete in all respect.

Managing Director, Pungrain

**PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)**

**Anaaj Bhawan, Sector-39C, Chandigarh.**

**ATC FOR PURCHASE OF 10760 HEAVY DUTY CROSS LAMINATED THERMOPLASTIC FUMIGATION COVERS (CLTF COVERS) CONFORMING TO BIS SPECIFICATION NO. IS: 14611-2016(UPTO DATE AMENDMENTS) AND FUMIGATION RETENTION TEST UNDER IS: 13217:1991 (UPTO DATE AMENDMENTS)**

1. All terms and condition and specification in ATC of bid shall be final and binding in case of any conflicting provision.

2. **EARNEST MONEY**

Each Tender must be accompanied by an Earnest Money Deposit (**EMD**) of Rs. 21,00,000 /- (Rupees Twenty One Lakh only). The Tenderers shall deposit Earnest Money in the following Pungrain account, on or before bid submission closing date & time and the scanned copy / soft copy of RTGS / NEFT/Fund transfer (internet banking) acknowledgment of such deposit shall be uploaded along with the Technical Bid. Bidder to indicate bid no. Name of Bidding entity in transaction detail field at the time of online transfer:

<b>NAME OF BENEFICIARY</b>	Managing Director, PUNGRAIN E-Tender
<b>BANK NAME</b>	State Bank of India
<b>BANK BRANCH ADDRESS</b>	SME Branch, Sector 68, Mohali
<b>ACCOUNT NO</b>	39341825856
<b>IFSC CODE</b>	SBIN0007884

**The Tenders not accompanied by the prescribed EMD and not in the prescribed form shall be rejected.**

- a. The Earnest Money will be returned to all unsuccessful Tenderers within a period of 15days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified and within a period of 30 days from the date of issue of the Acceptance Letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit in form of Bank Guarantee within the stipulated period. No interest shall be payable on Earnest Money in any case to any of the tenderer.
- b. EMD shall be liable for forfeiture if the Tenderer resile from his offer or modifies his offer and/or violates the Terms and Conditions thereof in any manner, after the last date and time fixed for submitting the Tender, it being understood that the Tender Documents have been made available to him and he is being permitted to Tender in consideration of his agreement to this stipulation. The Tenderer is free to modify his offer before the last date and time fixed for submitting the Tender but if he does not re-submit his offer before the said date and time thereby completely withdrawing the offer, his EMD is liable to be forfeited.
- c. The Earnest Money is also liable to be forfeited in the event of the Tenderer's failure after the acceptance of his Tender to furnish the requisite Security Deposit by way of Bank Guarantee by the due date including extension period if any, as per terms of the Tender, without prejudice to any other rights or remedy available to the Corporation under the Contract and Law.

3. **BG & SECURITY DEPOSIT**

- i. The successful Tenderer shall furnish Performance Bank Guarantee within 15 days from the date of award of sanction order/contract, in the form of an irrevocable, unconditional Bank Guarantee of the value equivalent to 3% of tender value with validity of Thirty Nine months (in the attached format – Annexure 'C') from a 'Scheduled commercial bank' notified by RBI (excluding all Urban/Rural/State Co- Operative banks and Gramin Banks) to Pungrain, Anaaj Bhawan Sector 39 c, Chandigarh. In case the Tenderer fails to furnish the BG in the form of Bank Guarantee within the prescribed period, the Corporation reserves the right to terminate the contract, forfeit the EMD and get the work done at the risk and cost of the Tenderer, without prejudice to any other rights or remedies, the Corporation may have under the Contract and Law.
- ii. **a) The Tenderer are requested to submit their original Bank Guarantee within 15 days from the date of award of sanction order/contract.** The Bank Guarantee issuing bank shall compulsorily send cover bank guarantee issued through Structured Financial Messaging System (SFMS) platform to PUNGRAIN's banker i.e.
  - 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 bank guarantee. BANK GUARANTEE submitted without these details shall not be accepted.

- iii. The successful Tenderer shall also deposit an **amount as security equivalent to 5%** of the total cost of ordered quantity of store(s) with the indenting offices of Pungrain, within 7 working days from the date of issue of Sanction order through RTGS/NEFT or Electronic Clearing System (ECS)/ other electronic means in favour of Pungrain payable at a place where supply order/indent has been placed. Corporation will not pay any interest on Security Deposit in any case. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. The refund shall be made by electronic means to any bank account in India for which necessary bank details shall be provided by the party.
- iv. In case of failure of Tenderer to deposit the Security Deposit within 7 working days from the date of issue of Supply Order, further extension of seven working days can be given by Pungrain subject to levy of penalty @ 1% of Security Deposit.
- v. If the contractor having been called upon by the Corporation to furnish the Security, fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for the Corporation to terminate the contract treating it as Breach of contract besides forfeiture of Security Deposit already furnished by the contractor in the form of Bank Guarantee along with the Security deposit and to purchase or authorize the purchase of the stores at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies the corporation may have under the Contract and Law. The Tenderer will also be debarred from participating in any future Tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the Tenderer may be allowed to participate in the future Tenders of Pungrain provided all the recoveries/dues have been affected by the Corporation.
- vi. If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

- vii. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.
- viii. If the contractor fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Contractor or to appropriate the Security Deposit furnished by the contractor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, Save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute “NO DEMAND CERTIFICATE” in the prescribed form, the Corporation shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the contractor .
- ix. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Contractor .
- x. In the event of the Security Deposit being insufficient or if the security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance due.
- xi. The Security Deposit/Bank Guarantee will be refunded/released only after satisfactory execution of contract, subject to the aforementioned conditions and after the expiry of the guarantee period and on submission of “NO DUES CERTIFICATE” issued by the recipient office(s) of the Corporation, “NO DEMAND CERTIFICATE & PRE-RECEIPT” by the supplier and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Supplier on any account and all other losses / damages that the Corporation is entitled to recover from the Supplier. No interest shall be paid to the Tenderer/ Contractor on EMD/ SD in any circumstances, whatsoever.
- xii. The repayment of EMD / SD shall also be made in INR payable at any city of India. However, in case any party desires to receive the same in foreign currency, within or outside India, the transaction costs for the same and the exchange risk variations would have to be borne by the party.

#### **4. MINIMUM ELIGIBILITY CRITERIA**

The Tenderer who fulfill the MINIMUM ELIGIBILITY CRITERIA stipulated below only are eligible to apply

- i) Manufacturer(s) of CLTF Covers confirming to BIS specifications No. IS: 14611-2016 with up-to-date amendments having own manufacturing Unit with GST number in its own name are eligible to participate in the Tender.
- ii) Authorized Suppliers of the stores are also eligible to participate provided they have to provide the details of original Principal manufacturer with regards to the minimum eligibility criteria alongwith valid authorization/appointment as Supplier by the Principal manufacturing company and the details of the GST Number in its name.
- iii) The firm manufacturing the item should have valid BIS Certificate confirming the product to BIS specifications IS: 14611-2016 with up-to-date amendments.
- iv) Foreign manufacturer/Authorized Supplier shall have legal Authority to import & sale of CLTF Covers into India. They should also produce documentary proof to establish that the CLTF Covers offered by them conform to BIS specifications No. BIS No. IS: 14611-2016 with up-to- date amendments.

Copies of Certificates and Documentary proof in support of the above eligibility criteria should be uploaded by the Tenderer along with the Tender, failing which the Tender is liable to be rejected.

B. The tenderer shall submit Annexure 'A', 'B' & 'C' duly filled in along with supporting documents.

**5. DESCRIPTION OF STORES**

Heavy Duty Cross Laminated Thermoplastic Fumigation Covers conforming to BIS Specification No. IS: 14611-2016 with upto date amendments

**6. SPECIFICATIONS**

1. The stores shall be of the best quality and shall conform to B.I.S; (Bureau of Indian standards) specifications. No.: 14611-2016 with upto date amendments and duly ISI marked.
  - a) Type: Heavy Duty (f4N).
  - b) Size of cover: 32' X 21' X 17' (feet) (with five sides).
  - c) Minimum mass per unit area: 200 Gram per Square Meter (gsm).
  - d) Weight: 50.2 Kg (Minimum).
  - e) Colour Sky blue.
  - f) Fumigation Retention Test: As per IS: 13217-1991 with upto date amendments.
2. In the event of any consignment not conforming to the contractual/prescribed specification the same shall be rejected by the Pungrain/concerned agency/ies  
(Copies of specifications are available with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi).
3. It would be in the interest of the Tenderers to study the specifications thoroughly before quoting.
4. Minimum order of the supplier should be 35% of the total demand of corporation.

**7. PACKING**

- a) Each cover shall be packed securely in heavy duty brown paper covered with Hessian (gunny) clothes duly stitched to avoid any loss/damage in transit. Twin handle will be provided to facilitate handling. If there will be any damage/loss in transit, the responsibility will be fixed on the supplier.
- b) The contractor shall pack at his own cost the stores sufficiently and property for Transit by Rail/Road, indicated in the Terms & Conditions of the Tender so as to ensure it being free from loss or damage (physically or chemically) on arrival at their destination.
- c) All containers (including packing cases, boxes, tins drum and wrappings} in which the stores are supplied by the contractor shall be considered as non- returnable and their cost as should be included in the contract price.
- d) Each consignment delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores the name and address of the consignee the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification.
- e) The Inspecting Officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

- f) If the Contractor fails to carry out or comply with any instructions issued to him by the Inspecting Officer before onward despatch of the stores within a reasonable time, the Inspecting Officer may himself carry out and comply with them at the cost and expense of the Contractor.
- g) Each consignment shall contain a packing note specifying the name and address of the Contractor, the number and date of acceptance of Tender or supply order and the designation of the Purchase Officer or Officer issuing the Supply Order, the description of the stores and the quantity contained in such consignment.
- h) **REPAIRING KIT**  
Suppliers/manufacture should provide a kit (adhesive tape of cross laminated strips) of two meters long of 2 inches width and instruction with each cover for repairing of defects/damages that may occur during usage of fumigation covers. The minimum adhesion of the tape to the fumigation cover shall be 1.5 N per 10 mm width when tested as per IS 14611:2016

8. **MARKING**

Each cover shall be marked by the Supplier at his expenses distinctly and clearly indicating the supply order No. with date, name and address of the consignee, name of supplier and serial No. of the cover for the purpose of identification. All marking shall be marked with indelible ink at the corner of the cover and sealed to facilitate verification at the time of inspection, dispatch and receipt.

Each cover should be invariably marked with BIS standard mark along with marking under provision 9.2 of IS 14611:2016

The stores shall bear similar certification of the respective country in case of foreign Supplier

9. **SAMPLING, INSPECTION AND REJECTION**

i) **SAMPLING**

A lot shall comprise of 100 covers with lot number and serial number shall be offered for inspection. The sampling will be carried out as per IS: 14611:2016 guidelines. Out of each lot of 100 covers, 13 covers will be selected at random and inspected, examined for visual defects. One cover for each lot or part thereof will be selected at random and or part thereof tested in the laboratory as per BIS No.: 14611-2016. Sample sheet measuring 2 sq. meters shall be cut into triplicate out of the cover selected for lab tests. The sample piece shall be drawn in such a manner so that portion having joint with heat sealed is also covered in the sample. The portion from where samples have been drawn for lab. Test shall be mended by the Suppliers by replacing additional sheet of identical material with triple heat sealed immediately after the sampling has been completed at the place from where samples were cut out. The sample shall be referred to Govt. Labs (BIS approved/NABL Accredited Laboratory certified for conducting relevant detailed tests as per laid down specification) as nominated by Pungrain/ State Agency. The dispatch instructions of the material shall be given to the Supplier only after the material is cleared by the lab tests. Test charges shall be borne by the Supplier. The sample shall be signed by the purchaser's Representative and Suppliers or his authorized Representative, one will be sent to the lab. One will be given to Supplier and one will be retained as reference sample by the Buyer. In case the samples fails in one parameter, the penalty to be imposed will be Rs 500/- per cover for entire lot from which the sample was drawn. In case, it fails in more than one parameter or up to 5 parameters, penalty of Rs 1,000/- per cover will be imposed on the entire lot from which the sample was drawn. In case of failure of more than 5 parameters, 20% of pending payment of entire order will be withheld and blacklisting proceeding will be initiated against the supplier. Further supplier has to be given replacement of the total lot within 30 days up to the satisfaction of State Procuring agencies for the lot out of which the said sample was drawn, the right to impose penalty rests with Managing Director Pungrain /concerned agency whose decision shall be final on the concerned suppliers.

ii) **INSPECTION**



A. **IN RESPECT OF INDIAN SUPPLIER/ MANUFACTURERS**

Necessary facilities shall be provided by the Supplier to the inspection team nominated/deputed by Pungrain/ concerned agency to inspect the covers. The Supplier shall inform Pungrain/ concerned agency/ies, by whom the order is placed, the time in advance so that inspection team can be deputed for carrying out the pre-despatch inspection at the premises of the supplier. Such inspection shall be for all physical aspects/requirements stipulated in the supply order such as:

- (a) Dimensions.
- (b) Sealing width of the seams and sealing of joints etc.
- (c) Pin holes, fish eyes & any other defects etc.
- (d) weight

For proper inspection each selected cover shall be fixed to pulleys placed at four corners facilities to be provided by the supplier) and lifted up for visual examinations of weak sealing fish eyes, pin holes tears or blisters. There shall be no visible defects, such as holes, tears or blisters. The edges shall be free from nicks and cuts visible to unaided eye.

A lot shall comprise of 100 covers and shall be marked with lot number and serial number. Not less than 13% of the covers shall be physically and visually inspected at random by team of Inspecting Officer in the supplier premises. A cover failing in one or more of these requirements shall be regarded a defective. The Inspecting officer's decision as regards the rejection shall be final and binding on the suppliers. Cent per cent weighment for all the Cross Laminated Fumigation covers individually in a lot offered for inspection shall be arranged and weight of each cover recorded.

The lot shall be declared as conforming to the requirements, if the entire test specimen passes all the tests given in 6.1 to 6.8 of the BIS Standard No. IS 14611:2016, clause No.H-1.4 and fumigation retention test given in 5.5 of 13217:1991 with upto date amendments.

- iii) **Facilities for Test and Examination** : The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make facilitate the inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer.
- iv) **Cost of Test:** The Contractor shall provide, without any extra charge, all materials, tools labour and assistance of every kind which the Inspecting Officer may demand from him for any test, and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear & pay all costs attendant thereof. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test and examination shall be final. The samples shall be referred to Govt. Labs (BIS approved/NABL accredited lab. certified for conducting relevant detailed tests) as nominated by Pungrain for independent test report, the expenditure on testing shall be borne by the supplier as indicated in the Tender. In the event of Corporation incurring this expenditure, the same shall be reimbursed by the Contractors, or shall be recovered from the bills or any other amount payable to the Contractor.
- v) **Delivery of stores for Test:** The Contractor shall also provide and deliver for test free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

- vi) Method of Testing: The Inspecting Officer shall have the right to put all the stores or, materials forming part of the same or any part thereof to such tests as he may think fit and proper so as to satisfy whether they are as per specification. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.
- vii) Stores expended in Test: If the test proves satisfactory and the stores or any installment 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.
- viii) Inspecting Officer: The Inspecting Officer shall have the final authority with regard to certify the performance of the product after inspecting the stores or part thereof submitted for inspection and will have a final say in case of unsatisfactory performance of the product in a situation like-
  - a) To reject any stores submitted as not being in accordance with the particulars.
  - b) To reject the whole of the installment Tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
  - c) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- ix) Consequence of Rejection: If one of the stores being rejected by the Inspecting Officer or consignee at the destination or the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Corporation shall be at liberty to:-
  - a. Allow the contractor to re-submit the stores in replacement of those rejected, within a specified time, and the contractor would bear the cost of freight, if any, on such replacement without being entitled to any extra payment on that account; or
  - b. Purchase or authorize the purchase of quantity of the stores rejected or others of a 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 contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract; or
  - a. Terminate the contract and purchase or authorize the purchase of the stores or others 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 costs of the contractor.
- x) Inspecting Officer's decision as to rejection, final: The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.
- xi) Notification of result of Inspection: Unless otherwise provided in the specification contained in the Terms & Conditions of the Tender, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the results of the examination will be notified to the Contractor.
- xii) Marking of Stores: The Contractor shall if so required at his own expense mark or permit the Inspector to mark all the approved stores with a recognized purchaser's mark.
- xiii) Removal of Rejected Stores: (i) Any stores submitted for inspection at a place other than the premises of the Contractor and rejected shall be removed by the Contractor within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the Tender it will be deemed to have been served on the Contractor at the time when such letter would be in the course of ordinary post reach the Contractor.  
(ii) Such rejected stores shall under all circumstances lie at the risk of the Contractor from the moment of such rejection and if such stores are not removed by the Contractor within the period above mentioned, the Inspecting Officer may either return the same to the Contractor at his risk and costs by such mode of transport as the Corporation or Inspecting Officer may select, or dispose of such stores at the Contractors risk & cost and retain such portion of the proceeds as may be necessary to recover any expense incurred

in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period which the rejected stores are not removed.

- xiv) Inspection Notes: On the stores being found acceptable by the Inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.
- xv) The stores shall further be in all respects acceptable to the Inspecting Officer.
- xvi) In particular and without prejudice to the foregoing condition, when Tenders are called for in accordance with the particulars, the contractor's Tender to supply the stores in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.

#### **B: IN RESPECT OF FOREIGN MANUFACTURER/AUTHORISED SUPPLIER.**

- i. Each Tenderer must forward by Air courier 3 (Three) identical sample sheet measuring 2 sq. meters free of cost to be packed as per terms & condition of the Tender stipulated in clause 7. The proof of dispatch of sample along with duly filled in all respects proforma enclosed herewith shall accompany the Tender failing which the Tender will not be entertained.
- ii. The samples will be subjected to required trial test by the Pungrain from any Govt. Lab. (BIS approved/ NABL accredited) to satisfy their acceptability / adaptability to Indian condition.
- iii. The samples should qualify the trial test as per (2) above and Supplier shall produce the documentary evidence to satisfy that they have the legal Authority to import into India CLTF Covers for sale to the Pungrain under the Tender Agreement.
- iv. The Supplier shall arrange inspection of the CLTF Covers at his own if same is required mandatory under the import/export regulations and provision of the Indian Law as applicable and satisfy him that quality of CLTF Covers is confirming to the required specification before the same is loaded into ship and dispatch for Indian port. After loading the ship following information shall be furnished to the buyer by fax/e-mail.
  - a. Location of producing factory.
  - b. Contract number and description of CLTF covers.
  - c. Date of loading/dispatch from factory.
  - d. Quantity to be shipped, name of the vessels and port of loading.
- v. Factory production analysis records shall be made available for the scrutiny of the inspecting agency nominated by the Pungrain for checking whether the material produced is in conformity with the contractual specifications at the time of inspection in India.
- vi. However, CLTF Covers will be accepted at the nominated centers after conducting the final inspection and Testing in India by Authorized Representative of Pungrain as per the procedure given in the Tender. In case stocks of CLTF covers are found to have failed in Lab Test, same shall be taken back by the Supplier at his own cost and he shall offer the fresh stocks and losses sustained to Pungrain/ concerned agency/ies due to failure of samples and delayed supply shall be recovered from the Supplier. In any case delivery should be completed within stipulated period.
- vii. The Corporation reserves the right to divide the requirement by placing multiple contracts for part quantity on more than two responsive Tenderers.

Note: The inspection shall be carried out as per procedure given in the team & conditions of the Tender as well as stipulated in this clause.

#### **10. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT**

The Contractor shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the Inspecting Officer may require the Contractor to take for the proper completion of the contract, though no special provision in respect thereof may have been made in the particulars.

## **11. DELIVERY**

- (i) The Contractor shall deliver the Stores in accordance with the conditions of the contract at the time/times and at the place & in the manner specifies in terms & condition. The Contractor shall comply with the instructions that the Corporation may from time to time give regarding the safe transit of the stores. The Corporation is not responsible for any delay in obtaining the raw material/machinery for the manufacturing and supply of the stores. The time is the essence of the contract.

### **(ii) DELIVERY TERMS**

**Door delivery of CLTF Cover are to be given at anywhere in Punjab to be indicated in the supply orders.** All expenses upto the point of delivery including road/rail transport charges, transit insurance and all other incidental and handling expenses will be borne by the supplier. Lot conforming to the physical and visual requirement as certified by the Inspecting Officer(s) shall be stacked and sealed properly to maintain the identity of the covers by Inspecting Officer(s) in the premises of the supplier and on receipt of test reports, which conform to the specifications only those lots shall be dispatched to the ultimate consignee of Pungrain/ concerned agency/ies directly from the supplier's premises as per DIs intimated by the indenting office/consignee region. After the sample have been taken from Lab test from the identified sub-lot and said sub lot shall be treated as offered only if covers roll conform to the prescribed specifications as per test result of the Lab nominated by the Pungrain/State Agency. Supplier will take back the cover immediately on receipt of intimation of rejection on the basis of test result due to non-conformity to the prescribed specifications. In lieu of the cover rejected equal number of cover shall be offered within 15 days of notification of the rejection.

### **(iii) DELIVERY SCHEDULE**

(a) The quantity to be delivered under the contract shall be intimated by the concerned indenting office(s) by placing supply order. The offer of cover by supplier to nominated team for inspections shall commence within 30 days from the date of dispatch of supply order. If the stores pass lab test, the supplier shall deliver duly approved store(s) at Pungrain/ concerned agency/ies within 21 days of intimation of Test Results by Inspecting Officer(s). However, in case the delivery requires road permit to be arranged by Pungrain/ concerned agency/ies the period of 21 days of delivery shall commence from the date of dispatch of the road permit by Pungrain to the supplier.

(b) Time is the essence of Contract. In the event of delayed offer, liquidated damages charges at the rate of 2% of the price of the store(s) which the Contractor has failed to offer within the delivery period fixed for each month or part thereof shall be levied on the supplier. In addition, in the event of delayed delivery after intimation of test results, LD charges @ 2% of the price of the store(s) which the Contractor has failed to offer within the delivery period fixed for each supply order shall also be levied on the supplier.

(c) If the Tenderer fail to complete the delivery within the maximum time prescribed, his SD/BG will be forfeited without prejudice to any other right the corporation may have under the Law and Contract.

(d) The date of offer of covers for inspection shall be treated as date of offer only for the covers which will pass the Lab test for the purpose of levy liquidated damages. The covers which have failed in the Lab test will not be treated as offer. However, for the purpose of computing LD charges in such cases the period of testing will be deducted from the total period of delay. The covers after inspection

and passing the lab test shall be supplied to the consignees as per as per supply order dispatched by the Indenting Office. Time taken for inspection and testing of samples will be on Pungrain account.

The contractor shall comply with the instructions that the Corporation may give from time to time regarding the safe transit of the stores failing which the corporation reserves the right to summarily terminate the contract considering the non-compliance as breach of contract without prejudice to any other right the corporation may have under the Contract and Law.

**(iv) Passing of property:** Property in the Stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee, interim consignee, as the case maybe, in accordance with the conditions of the contract in case where local delivery or free delivery at the specified destination or delivery to an interim consignee is stipulated or in any other case the Contractor has obtained the Railway Receipt, consignment notice, or the bill of lading, warehouse certificate as the case may be, in accordance with terms of the contract.

**(v)** The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the Contractor.

**(vi) Time for and date of delivery, the essence of the contract:** The time and the date of delivery of the stores stipulated in the tender shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) as specified.

**(vii) Facilities to the Inspecting Officers:** The Contractor shall allow reasonable facilities and free access of his works and records to the Inspecting Officer, Progress Officer, or such other officer as may be nominated by the Corporation for the purpose of ascertaining the progress of the deliveries under the contract.

**(viii)** The purchaser shall not be bound to apply for delivery but the Contractor shall when the stores are ready for inspection and test, send a notice in writing specifying the place where inspection is offered and the inspecting officer(s) shall on receipt of such notice notify to the Contractor the date and time when the stores would be inspected.

**(ix) Failure and termination:** If the contractor breaches any of the terms and conditions of the contract or fails to deliver the stores or any installment thereof within the period fixed for such delivery in the Tender or Supply Order or at any time repudiates the contract before the expiry of such period, the Corporation may without prejudice to the right to recover damages for breach of the contract:-

(a) recover from the contractor liquidated damages (which are genuine pre-estimation of damages and not by way of penalty) @ 2% of the price of a stores which the contractor has failed to deliver within the period fixed for delivery in the Tender for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or

(b) Purchase or authorize the purchase of the stores at the Risk & Cost of the contractor to the extent of quantity not delivered without cancelling the contract in respect of the installments not yet due for delivery. The corporation may purchase Stores of similar description where stores exactly complying with particulars are not readily procurable in the opinion of the Corporation which shall be final, or

Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase or, if there is an agreement to purchase, such agreement is made (in case of failure to deliver the stores) within six months from the date of such failure and in case of repudiation of the contract, within six months from the date of termination to the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method

of such purchase shall be in the entire discretion of the Corporation. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

- (x) **Notification of delivery:** Notification of delivery or dispatch in regard to each and every installment shall be made to the Purchase Officer. The Contractor shall further supply to the consignee or the interim consignee as the case may be, packing accounts quoting numbers of the acceptance of Tender and/or supply or Repeat order and date of dispatch of the stores. All packages containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note, if any, shall be forwarded to the consignee by Registered Post immediately on dispatch of stores. The Contractor shall bear and reimburse to the purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt/Consignment Note etc.

**12. SPECIAL CONDITIONS OF SALE:**

**GUARANTEE:** For a period of **twelve calendar months** from the date of delivery of the stores/covers, the contractor shall be responsible for any defects, that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, manufacturing process or workmanship in the stores/covers, 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 15 working days from the date of communication of the defect to the contractor by Pungrain through any one or more of the mode of following communications:

Registered Post or Under Certificate of Posting or by ordinary post or by hand delivery under due acknowledgement or by e-mail.

If the defects are not remedied to the satisfaction of Pungrain within the time period as mentioned above, the purchaser may proceed to do the work 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.

If the replacements or renewals are of such a character as may affect the efficiency of the stores the purchaser shall have the right to give to the Contractor within one month from such replacement or renewal, notice in writing that tests on completion will be carried out and the costs of the test shall be borne by the Contractor.

In case the contractor fails to provide necessary support/service during the Guarantee period to Pungrain the contractor may be blacklisted for a period of minimum three years or maximum of five years by Pungrain at its sole discretion, in addition to encashing the Bank Guarantee wherever applicable.

**13. PAYMENT**

**A. IN RESPECT OF INDIAN SUPPLIERS/ MANUFACTURERS.**

- (1) The payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Indenting Office in accordance with the instructions. The payment shall be released through ECS/NEFT/RTGS only and it shall be responsibility of the tenderer to provide his necessary bank details.
- (2) Pungrain reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTN System.
- (3) This shall be ensured by the contractor that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

- (4) The contractor shall confirm that the invoice to be raised with Pungrain is in compliance with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by Pungrain.
- (5) TDS as applicable would be deducted as per Income Tax provisions as well as GST provisions.

**(B) IN RESPECT OF FOREIGN MANUFACTURERS/AUTHORISED SUPPLIERS-**

- (1) Without prejudice to buyer's right to damages under the terms the contracts, payment shall be made by this office where the consignment has been delivered on proof of custom clearance in Indian soil on value of the shipment in favor of the sellers within seven Pungrain working days on presentation of following complete documents:
  - (a) One Original and three copies of certified commercial invoice.
  - (b) Original bill of lading.
  - (c) Original Certificate of Origin of the product duly signed by Chamber of Commerce of that Country.
  - (d) Original Certificate of Inspection showing analysis furnished by sellers duly endorsed by the Buyers inspecting agencies with e separate Certificate of Inspection issued by the Buyers inspecting agencies showing analysis and weight and method of analysis adopted.
  - (e) Certificate from the Seller that the CLTF covers supplied are correct as to quality, quantity, rate, total value and payment claimed is in accordance with the terms of contract.
- (2) Payment to the Foreign Supplier shall be made in India in INR. However, in case the party desires to receive the same in foreign currency, within or outside India, the transaction and the exchange risk variations for the same would have to be borne by the party.
- (3) TDS as applicable would be deducted as per rules.

**14. RECOVERY OF SUMS DUE**

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security, deposited by the contractor, and for the purpose aforesaid, shall be entitled to sell and/or realize securities forming whole or part or any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the contractor under the contract or any other contract with the Corporation, if such sum also is not sufficient to cover the full amount recoverable, the contractor shall on demand pay to the Corporation the balance remaining due without prejudice to any other right the corporation may have under the contract and law.

For the purpose of this clause, where the contractor is a registered partnership firm, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

**15. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT:**

The Contractor shall perform the contract in all respect in accordance with the terms and conditions thereof:

- a) **Risk in the Stores:** The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his Agents or Servants and the Purchaser, his Agents or Servants, shall remain in every respect at the risk of the Contractor until their actual delivery to the Consignee at the stipulated place or destination or, where so provided in the acceptance of Tender, until their delivery to a person specified in the interim

consignee for the purpose of dispatch to the Consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration to the Stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against the Transporter/Railway Administration, other carrier, in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

- b) Consignee's right of rejection :** Notwithstanding any approval which the Inspecting Officer of the Corporation may have given in respect of the Stores or any materials or other particulars of the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the Stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the Terms & Conditions of the Tender and/or in the indent/supply order and if such stores or any part, portion or consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise.

Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the purchaser's risk after their delivery to the interim consignee; but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respect in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

Provisions relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.

- c) Subletting and Assignment:**

The Contractor shall not, sublet, transfer or assign the contract or any part thereof without prior written permission of the corporation, failing which the Corporation reserves the right to terminate the Contract and forfeit the EMD/ Security Deposit without prejudice to any other rights or remedy the Corporation may have under the Contract or Law.

- d) Assistance to the Contractor:**

The Contractor shall be solely responsible to procure any material required for the fulfillment of the contract.

## **16. DISQUALIFICATIONS**

Tenderers who fall under any of the categories stipulated below are ineligible to apply:

- (I) Tenderers who have been blacklisted or otherwise debarred by Pungrain/ State Agency, FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is earlier.
- (II) Any Tenderer whose Contract with the State Procurement Agencies, Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the Contract period at any point of time during last five years, will be ineligible.



- (III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by State Procurement Agencies, Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- (IV) Tenderer who is blacklisted by the GST authorities.
- (V) If the Proprietor / any of the Partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- (VI) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another firm, or as Director of a Company etc.) will render the Tenderer disqualified.
- (VII) A Hindu Undivided Family shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family shall be summarily rejected.

The onus of ensuring the eligibility condition would be on the Tenderer and any party found subsequently ineligible would be summarily rejected and the EMD and SD/BG as the case may be in such case is liable to be forfeited.

In case of any clear indication of cartelization at any stage, the corporation reserves the right to reject the Tenders or terminate the Contract as the case may be, forfeit the EMD and/or Security Deposit/BG as the case may be and also recommend the case to the Ministry of Finance/Registrar of Companies, Competition Commission of India or any other Deptt. for appropriate action, including, but not restricted to, cancellation of License. Corporation at its discretion also reserves the right to blacklist such Tenderer.

## **17. CORRUPT PRACTICES**

- a) Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any Officer or Official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.
- b) Tenderers shall not indulge in any anti-competitive practices/agreements implied or express while participating in the Tender.
- c) In case of any clear indication of cartelization or express/implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the Pungrain, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit/BG as the case may be, recover the losses as assessed by the authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/ Registrar of Companies/ NSIC/ Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license. Corporation reserves the right to initiate appropriate legal action against the Tenderers if the indication of cartelization comes to notice even after award of contract/expiry of contract.
- d) If the information given by the Tenderer in the Tender document is found to be false/incorrect at any stage, Pungrain shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.
- e) In case of breach of any terms and conditions of the Tender Documents by the Tenderer, the corporation reserves the right to summarily terminate the contract including forfeiture of EMD/ SD/BG as the case may be without prejudice to any other rights or remedies the Corporation may have under the Contract and Law.

- f) The Supplier /Seller shall not offer or give or agree to give any person in the employment of the purchaser or working under the orders of the Corporation any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract with the Corporation or for showing or forbearing to show favor or disfavor to any person in relation to the contract with the Corporation. Any breach of the aforesaid condition by the Supplier /Seller or any one employed by him or acting on his behalf whether with or without the knowledge of the Supplier /Seller or the commission of any offence by the Supplier /Seller or by any one employed by him or acting on his behalf shall entitle the Corporation to Terminate the contract and to recover from the Supplier /Seller the amount of any loss arising from such Termination.

**18. AUTHORITY OF THE MANAGING DIRECTOR PUNGRAIN OR AN OFFICER ACTING ON HIS BEHALF**

For all purposes of the Contract, the Managing Director Pungrain or an officer acting on his behalf of the Corporation or any other officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the Purchaser.

**19. OTHER INSTRUCTIONS TO TENDERERS**

- a. After placement of the orders, in case of stores required to be inspected, if stores are not made available by the Contractors for inspection on the date agreed upon with the Inspecting Officer, the Contractor will be liable to pay damages to the Corporation to the extent of 0.5 % of the value of the stores which the parties agree as, not by way of penalty, but as a genuine pre-estimate of damages.
- b. Indented quantity can be varied by the Purchaser during contract period. Pungrain/ concerned agency/ies doesnot guarantee order for any definite quantity of material during the contract and also reserves the right not to place any orders on the Tenderer.
- c. The acceptance of Tender by Pungrain as per terms and conditions shall constitute a valid and legal contract between purchaser and Supplier and execution of separate Deed/document is not necessary.
- d. Notwithstanding the acceptance of stores vide supply order(s), Pungrian reserves the right to forfeit Security and impose damages, if any, if the Tenderer fails to comply with any of the terms and conditions of the Tender and/or supply order without prejudice to any other legal remedies available to Pungrain.
- e. The material is returnable at the Risk and Cost of the Supplier if the same is damaged in transit or not in conformity to the prescribed specification/approved sample.
- f. The Pungrain/ concerned State Agency reserves the right to inspect the production unit/factory to satisfy itself regarding production capacity and the quality control measures (testing facilities) and installation etc. before placing the Supply Order.
- g. In case, if it is required to replace any or some store(s) by the Supplier at the destination, the same shall be replaced by the Tenderer only with the lab passed store(s) at his own expenses and testing charges for the same will also be borne by him.
- h. TDS as applicable would be deducted as per norms.
- i. Party would not be absolved of the responsibility of delivering the indented stores within the stipulated time schedule and liability of L.D. charges/Risk and Cost clause due to any purely commercial reasons, including but not restricted to, non-availability of raw materials, abnormal

increase in price of raw materials or any other input costs, changes in any of the Tax or Duty structure, changes in other Regulatory requirements of any Govt. Department, abnormal increase in the cost of logistics and transportation, any variation in Exchange Rate, sabotages/damages attributable to the seller or any employee or agent of the seller, closure/disruption of operations due to industrial unrest with in the seller origination, closure/ disruption of operations directly initiated by the party etc.

## **20. INDEMNITY**

The contractor shall defend, indemnify and hold Pungrain/ State Agency harmless during and after the term of the contract from and against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of whatever nature arising or resulting from the violation of any laws, Rules by the Contractor or its personnel or in any way connected with any acts, omissions, negligence, breach of this Contract or any law and failure to perform obligation under this contract or under any law.

Pungrain reserves the right to claim from the contractor 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 contractor.

21. Any dispute or difference in respect of the interpretation, effect or application, of the above Tender condition or of the amount recoverable thereunder by Purchaser from the Contractor, shall be decided by the Corporation whose decision thereon shall be final and binding on the Contractor.

## **22. INSOLVENCY AND BREACH OF CONTRACT**

The Corporation may at any time, by notice in writing terminate the contract without Compensation to the Contractor in any of the following events, that is to say:-

- (i) If the Contractor being an individual or if a Registered Firm, any partner thereof, shall at anytime, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the Registered Firm be dissolved under the Partnership Act; or
- (ii) If the Contractor being a Company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture Holders is appointed or circumstances shall have arisen which entitle the Court or Debenture Holders to appoint a Receiver, Liquidator or Manager; or
- (iii) If the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the Contractor shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the Contractor shall under no circumstances be entitled to any gain.

## **23. PROCEDURE FOR FORCE MAJEURE**

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven

days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

### **Revised Timetable**

Provided that the Party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Tender for the performance of an obligation, including the term of this Contract, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

### **Consultation and Duty to Mitigate**

The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Contract as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure.

### **Prolonged Force Majeure**

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Contract or to terminate this Contract.

### **Exceptions Applicable to Parties**

The Parties shall not have the right to consider any of the following circumstances to be a Force Majeure that would suspend the performance or excuse the non-performance of their obligations under this Contract:

- (i) unreasonable delay in performance or any damages attributed to the Management and Operations Staff, agents, Affiliates or Contractors;
- (ii) breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Facilities or the Bulk Wagons;
- (iii) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, fuel or consumable for the Facilities or Bulk Wagons; or
- (iv) non-performance by the Party or its Management and Operations Staff, agents, Affiliates or Contractors that is caused by or connected with its/their (i) negligent or intentional acts, efforts, omissions or fraud; (ii) failure to comply with the Law or conditions of Clearances; or (iii) Breach under this Contract.
- (v) Non availability of raw material/or increase in cost of raw material, production cost or transportation cost will not constitute Force Majeure.
- (vi) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Contract or avoided or overcome in the carrying out of its obligations hereunder.
- (vii) An insufficiency of funds or failure to make any payment required hereunder.
- (viii) Sabotages, closure/disruption of operations due to industrial unrest within the seller organization, closure/disruption of the operations directly initiated by the party,
- (ix) Changes in any of the tax or Duty structure and any variations in exchange rate.

## **24. TERMINATION FOR DEFAULT**

Pungrain may without prejudice to any other remedy or right or claim for breach of contract, by giving not less than 15 (Fifteen) days written notice of default to the Contractor, terminate the contract in whole or in part:-

- 1) If the Contractor breaches any of the terms and conditions of the contract.
- 2) If the Contractor fails to comply with any or all the obligations under the contract within the time period(s) specified in the contract or any extension thereof granted by Pungrain in writing.
- 3) If the Contractor, in either of above circumstances, does not remedy its failure within a period of 15 (Fifteen) days after receipt of the default notice from Pungrain.
- 4) If the Contractor in the judgment of Pungrain has engaged in corrupt or fraudulent practices in completing or in executing the contract.
- 5) If the Contractor is blacklisted by the GST authorities.

In the event, Pungrain terminate the contract in whole or in part, Pungrain may get such services done, upon such terms and in such manner as it deems appropriate at the Risk and Cost of the Contractor. However, the Contractor shall continue performance of the contract to the extent not terminated. In additions such action by Pungrain as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for his failure in supply within the stipulated time as defined in the contract.

**25. LIABILITY OF THE CONTRACTOR**

The Supplier shall be solely responsible for the personnel/labour if any engaged by him during the course of the contract for supply of the stores at the destination. In the event of the Supplier engaging any contract workmen in furtherance of this contract, the Supplier shall ensure that all statutory obligations as applicable to such workmen prevailing in India shall be strictly complied with, including payment of Minimum Wages, payment of Bonus, Gratuity, medical facilities, rest room, toilets, canteens, stipulated working hours etc., and shall maintain such Registers and file Returns and submit contributions as applicable as the case may be and such Registers shall be made available to Pungrain or its authorized officers at any time during the tenure of the contract. The Supplier shall keep Pungrain indemnified from any liabilities, penalties levies, fees etc., and in the event Pungrain put to any such liabilities the same will be recovered from the Supplier.

**26. DISCLAIMER**

The Corporation is under no obligation to enter into any contract with anyone by issuing the Tender.

The Corporation reserves the right to accept or reject any or all response, to request additional submissions or clarifications from one or more Tenderer, or to cancel the process entirely without assigning any reason.

The Corporation makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender documents.

**27. NO WAIVER OF RIGHTS**

Neither the inspection by Pungrain or any of their agents, nor any order by Pungrain for payment of money or acceptance of, the whole or any part of the Works by Pungrain, nor any possession taken by Pungrain shall operate as a waiver of any provision of the Contract, or of any power reserved to Pungrain, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

**28. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION**

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

Any disputes and differences arising out of this contract will be dealt and adjudicated in the Court of Law of competent jurisdiction.

**DOCUMENTS TO BE UPLOADED**

- I. EMD Tendered in Indian Rupees as per Bid Document. (Scanned /Soft copy of acknowledgement)
- II. Copy of valid MSME certificate/UDHYAM certificate.
- III. Copy of valid BIS Certificate conforming the product to be of BIS specifications No. IS: 14611-2016 with up-to-date amendments.
- IV. Copy of the valid license from appropriate Authority for sale & supply of CLTF meeting BIS specifications No. IS: 14611-2016 with up-to-date amendments in case of Supplier.
- V. Copy of Income Tax PAN No.
- VI. Copy of GST Registration Certificate.
- VII. In case the CLTF cover BIS specifications No. IS: 14611-2016 with up-to-date amendments manufactured by the Firm is a proprietary product, enclose copy of Patent Certificate.
- VIII. In case of foreign supplier, they may upload the valid license for import /export & sale of CLTF cover in India.

**Note:-**

**1. Foreign parties may furnish the copy of documents required duly attested by Chamber of commerce / Indian mission of concerned country.**

**2. If any of the above documents is not applicable in case of any bidder, then kindly upload a .pdf file in the space provided for the particular document mentioning “Not Applicable”.**

**Particulars of Tenderer to be filled and uploaded in the below given format:**

<b>Vendor details</b>		
<b>S. no.</b>	<b>Particular</b>	<b>Details</b>
1	Name & Address of the Vendor	
2	Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3	Business Capacity: Manufacturer/ Authorized Supplier/Others	
4	Details of Manufacturing Facilities including annual production capacity in weight in quintals/MTs	
5	Latest Contact No.	
6	Latest E-mail ID (if any)	
7	Bank details (Account no., IFSC Code, address etc)	
8	Name & Designation of the Authorized Signatory	
9	Names & Addresses of all the Directors (In case of Limited Company)	
10	<p>Whether the Tenderer suffer from any disqualifications stipulated in disqualification clause No. 16. Please mention YES/NO.</p> <p>a) Have been black-listed by State Procurement Agencies/ FCI or Govt. /Quasi Govt. Organization or any Department? <b>If yes</b>, then mention the Date of Black Listing</p> <p>b) Whether your contract has been terminated, EMD/SD forfeited by State Procurement Agencies/ FCI/ Govt. Organization/PSUs or any other Department. If yes, then mention the date of termination of Contract/Forfeiture of EMD/SD</p> <p>c) Whether Proprietor/Any of the Partner/Any of the Directors have been convicted and Sentence to imprisonment by a Court of Law? <b>If yes</b>, for how many years?</p>	

Date:

(Signature of the Bidder(s), with Official Seal)



**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 CLTF Covers (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 notwithstanding 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.

*Cover message for this BG has been sent to Pungrain Bankers through SFMS.*

**Dated the    day of**

**for  
(NAME OF THE BANK)**