

Proceedings of the Pre-Bid meeting regarding e-tender for purchase of LDPE Covers for RMS 2024-25

A pre-bid meeting regarding e-tender for purchase of LDPE Covers for RMS 2024-25 was held on 27.03.2024 at 01:00 PM in the Committee Room, o/o PUNGRAIN, Anaaj Bhawan, Sector 39-C, Chandigarh.

The queries raised/received by/from the prospective bidders for LDPE Covers along with point wise comments/proposal are given as under:

Views expressed/ Suggestions given by bidders	Query raised by	Tender clause	Response
Whether deposit of Earnest Money (EMD) is exempted for MSME Registered as per GEM Bid Clause EMD Details (a) on Page 2 of 7	Arun Manufacturing Services Pvt. Ltd., Rajasthan (LDPE Covers)	MTF clause 2 stated that:- EARNEST MONEY Each Tender must be accompanied by an Earnest Money Deposit (EMD) of Rs. 24,00,000/-. The Tenders not accompanied by the prescribed EMD and not in the prescribed form shall be rejected.	Clause to be referred as specified in the MTF with no amendments.
EMD amount may be fixed a tune of Rs. 5 lakh and should be exempted for MSME Bidders	Bag Poly International Pvt. Ltd.		
EMD should be exempted for MSME Bidders	Punjab Sales Agency, Bathinda		
The EMD for the tender may kindly be kept at only Rs 5 lakhs instead of Rs 24 Lakhs to ensure better competition	RK Agro Poly Industries		

<p>In GeM portal, exemption in paying EMD for MSME category Units is mentioned, whereas in tender documents of Pungrain, it is not mentioned. It is requested to incorporate this condition in the Pungrain's tender documents too. It is for your kind information that as per the guidelines of MSME Department of Government of India, Exemption in paying of EMD by the MSME registered Units must be allowed mandatorily by all the Government Departments/Corporations. It is therefore requested to reconsider about the same and mention in the tender accordingly.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>		
<p>Clarify whether both Security Deposit & Performance Bank Guarantee are required to be submitted for successful bidders & for how much period.</p>	<p>Arun Manufacturing Services Pvt. Ltd., Rajasthan</p>	<p>MTF clause 3 stated that:- BG & SECURITY DEPOSIT:</p>	<p>Clause to be referred as specified in the MTF with no amendments.</p>
<p>Security deposit should not be demanded as ePBG is being demanded. ePBG may kindly be demanded for 24 months in place of 39 months.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>	<p>The successful Tenderer shall furnish Performance Bank Guarantee within 15 days from the date of award of sanction</p>	

<p>For security deposit where Performance Bank Guarantee or 5% security deposit only one may be allowed.</p>	<p>Bag Poly International Pvt. Ltd.</p>	<p>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</p>	
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		<p>iii. The successful Tenderer shall also deposit an amount as security equivalent to 5% of the total cost of ordered quantity of store(s) with the indenting offices of Pungrain, within 7 working days from the date of issue of Sanction order through RTGS/NEFT or Electronic Clearing System (ECS)/ other electronic means in favour of Pungrain payable at a place where supply order/indent has been placed. Corporation will not pay any interest on Security Deposit in any case. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. The refund shall be made by electronic means to any bank account in India for which necessary bank details shall be provided by the party</p>	
<p>Kindly clarify whether 4 Sample will be drawn for Lab Test from 1 (One) Lot of 100 Covers as per ATC as per Clause 9(i)</p>	<p>Arun Manufacturing Services Pvt. Ltd., Rajasthan</p>	<p>Clause 9 of the MTF says as follow:</p>	<p>Clause 9(i) may be amended as follows:</p>

		<p>A lot shall comprise of 100 covers marked with lot number and serial numbers. This lot shall be further divided into sub-lots of 25 covers each for the purpose of drawing sheet samples from covers out of each sub-lot. Out of 3 covers drawn from each sub lot physically inspected one cover shall be selected at random for drawing of samples of polythene sheets meant for lab test. The sample sheet measuring 2 sq. mts. areas shall be cut in triplicate out of covers selected at random for lab</p>	<p><i>“Out of 3 covers drawn from each sub lot physically inspected one cover shall be selected at random for drawing of samples of polythene sheets meant for lab test. The sample sheet measuring 2 sq. mts. areas shall be cut in triplicate out of covers selected at random for lab test. The portion from where the sample has been drawn for laboratory test shall be mended by the supplier by replacing additional sheet of identical material with triple heat sealed immediately after sampling has been completed at the place</i></p>
<p>Kindly clarify whether the material will be dispatched only after receipt of Lab Reports as per Clause 9 (i)</p>	<p>Arun Manufacturing Services Pvt. Ltd., Rajasthan</p>	<p>Clause 9 of the MTF says as follow: Inspection note/notes shall be released by the inspecting officer(s) thereafter the lot/lots are cleared by the lab., the dispatch instruction of the material shall be given to the Supplier only after the material is cleared by the lab tests.</p>	

<p>Before inspection report, don't lift material from factory</p>	<p>R K Agro Poly Industries:</p>	<p>Clause 9 (i) of the MTF stated that: Inspection note/notes shall be released by the inspecting officer(s) thereafter the lot/lots are cleared by the lab., the dispatch instruction of the material shall be given to the Supplier only after the material is cleared by the lab., tests</p>	<p><i>from where samples were cut out. Samples drawn shall be referred to Govt. labs (BIS approved/NABL accredited Lab. certified for conducting relevant detailed tests) as nominated /deputed by the Pungrain/State agency for detailed tests as per laid down specifications. Inspection note/notes shall be released by the inspecting officer(s) and thereafter the lot/lots shall be tested and affirmed to be in conformity with the specifications by the lab. The dispatch instruction of the material shall be given to the Supplier only after the sample is</i></p>
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			<p><i>reported to be conforming to laid down specifications by the lab. All testing charges shall be borne by the Supplier through Pungrain/SPAs. All the three samples shall be signed by the purchaser's Representative and Supplier or his authorized Representative, one will be sent to the lab., second will be given to the Supplier and the third will be retained as reference sample by the Purchaser. No retesting will be allowed of once failed sample."</i></p> <p>Please refer to Corrigendum.</p>
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Kindly clarify whether Advance Test Report are required alongwith Bid.	Arun Manufacturing Services Pvt. Ltd., Rajasthan		Clause to be referred as specified in the MTF with no amendments.
Kindly clarify whether any Advance Sample are to be submitted by Bidders.			
It may kindly be cleared, the test report will have to be submitted at which stage.	Atul Industrial Corporation, Jabalpur (M.P.)		
It may Kindly be cleared, the advance sample will have to be submitted at which stage			
The lab testing of materials should be conducted from Shriram Institute for Industrial Research, New Delhi for the conformity of quality.	Bag Poly International Pvt. Ltd.		
Kindly clarify the time period for releasing payments as per MSME ACT	Arun Manufacturing Services Pvt. Ltd., Rajasthan	The Clause 13 of MTF regarding PAYMENT read as follows: (1) The payment for delivery of the covers will be made on submission of bills in the prescribed form which may be obtained from the Indenting Office in accordance with the	Clause to be referred as specified in the MTF with no amendments.
Payment of material should be as per supply to agency wise.	Bag Poly International Pvt. Ltd.		

		<p>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.</p> <p>(2) PUNGRAIN/concerned agency reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTN System.</p> <p>(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.</p> <p>(4) The contractor shall confirm that the invoice to be raised with PUNGRAIN/concerned agency is in compliance with the provisions of the GST Law and contains the requisite details in an accurate</p>	
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		<p>manner for claiming of tax credits by PUNGRAIN/concerned agency</p> <p>(5) TDS as applicable would be deducted as per Income Tax provisions as well as GST provisions.</p>	
The tenderers who have been punished with 20% LD in previous years for supplying short measure material may not be allowed to participate in the tender	R K Agro Poly Industries	<p>The detailed terms for disqualification as per Clause 16 are detailed as follow:</p> <p>Tenderers who fall under any of the categories stipulated below are ineligible to apply:</p> <p>(I) Tenderers who have been blacklisted or otherwise debarred by State Procurement Agencies/ 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.</p> <p>(II) Any Tenderer whose Contract with the State Procurement agencies, Food Corporation of</p>	<p>Clause to be referred as specified in the MTF with no amendments.</p>
The tenderers who have been proved to be a part of the cartel in the last season KMS supplies in the report submitted by the ex Secretary Food and Supplies to the Chief Minister may be debarred from entering this tender as the report has been approved by the Chief Minister Punjab. The tenderers who have been found to be a part of the cartel by Competition Commission of India may also be debarred as your MTF calls for avoiding Cartelization	R K Agro Poly Industries		

		<p>India or any other 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.</p> <p>(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.</p> <p>(IV) Tenderer who is blacklisted by the GST authorities.</p> <p>(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</p>	
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		<p>sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.</p> <p>(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.</p> <p>(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.</p> <p>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.</p>	
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		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	
The model tender form of Chhattisgarh State where supplies are made on the basis of RRC done by the Industry Department, may be followed in the State for better competition	R K Agro Poly Industries	The detailed terms for disqualification as per Clause 16 are detailed above.	Clause to be referred as specified in the MTF with no amendments.
All clauses which hinder competition may be reviewed and deleted from the MTF of Punjab State	R K Agro Poly Industries		

The clauses of forfeiture of security, termination of contract and debarment by FCI or any Centre/State Agency may be removed as they hinder the competition	R K Agro Poly Industries		
Minimum order 10% instead of 35%	R K Agro Poly Industries:	Clause 6 of the MTF stated that: 6. SPECIFICATIONS Minimum order of supplier should be 35% of the total order of the corporation	Clause to be referred as specified in the MTF with no amendments.
Offered Quantity should be 25% instead of 35%.	Bag Poly International Pvt. Ltd.		
Minimum order of 35% should be re-considered for LDPE covers	Punjab Sales Agency, Bathinda		
Minimum order of 35% should be re-considered for LDPE covers	Shivalik Agro Poly Product		
Add third party inspection	R K Agro Poly Industries	Clause 9 of the MTF stated that: Necessary facilities shall be provided by the Supplier to the Inspection Team nominated /deputed by Pungrain / State agency to inspect the complete Process of manufacturing of covers. The Supplier shall inform the Indenting Officer the time of starting the manufacturing of the film in advance so that inspection team	Clause to be referred as specified in the MTF with no amendments.

		can be deputed for carrying out the pre-dispatch inspection at the factory premises of the supplier.	
Overlapping sealing on LDPE jointly may be 6.35 cm	Bag Poly International Pvt. Ltd.	Clause 5 of the MTF stated that "Each cover shall have only two seams/joints one at the corner running from top to bottom and the other joint all round at the top to give the cover a rectangular shape. The joint of film in all cases shall be overlapped 6.35 cms. (2.5") wide and seams triple heat sealed. The bottom edge should be folded 6.5 cms. in width and triple heat sealed. The seams shall be guaranteed against giving way for a minimum period of one year in all cases.	Clause to be referred as specified in the MTF with no amendments. The MTF will prevail over the Terms and Conditions of GeM.
There are 2 conditions viz. in the Cover, Bottom edge folding should be of 650 mm width and Overlap of width of 635 mm should be there at joint of Film/Sheet. Probably this is typographic mistake. However, if it is really required, the weight of Cover will be more than 60 Kgs. Kindly clarify the same. In case the above measurements are Typographic mistake, even then as per calculation, the weight of Cover should not be less than 56 Kgs. Kindly clarify the same.	Atul Industrial Corporation, Jabalpur (M.P.).	The film shall be uniform in Colour, texture and finish. The material shall be free from pinholes, undispersed raw material, streaks and particles of foreign matter. There shall be no other	

		<p>visible defects, such as holes, tears or blisters. The edges shall be free from nicks and cuts visible to unaided eye.</p> <p>Weight: None of the covers should weigh less than 54 kgs. and average weight of cover should be 55 kgs. minimum per lot. Each cover shall be supplied with one role of pressurized plastic self-adhesive tape free of cost. The adhesive tape roll shall be 10 meters in length and 2 cms. in width. "</p>	
<p>As per the condition, 1 No. of Adhesive Tape roll is to be provided with each Cover. It is stated that there is no use of the Tape roll. Hence, it may be deleted to minimise the cost of Cover.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>		

<p>Since, there is no use of fixing of Eyelets at the bottom edge of the Cover, it may be deleted to minimise the cost of Cover and to avoid the tearing of LDPE Film from the place of eyelets.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>		
<p>Condition of Packing system may be changed as: The Cover should be packed in HDPE Woven Fabric so that the Cover could not be damaged and cost & time of packing could be minimised.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>		
<p>It is mentioned in the tender that Funnels will have to be welded both sides viz. from outside as well as inside. It is stated that it must be welded from outside only as it is not possible to weld from inside. In case it is any how welded from inside, the Film will get poor at that place. Hence, this condition may be rectified as desired.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>		

<p>In case L1 doesn't offer for full quantity, what will be the procedure for allocation of remaining quantity and at what rates?</p>	<p>Tandhan Polyplast Private Limited</p>		<p>Please refer to Corrigendum for Clause 19 j added to the MTF</p>
<p>Bidder to produce production certificate</p>	<p>Tandhan Polyplast Private Limited</p>		<p>No amendment to the MTF.</p>
<p>Clause of Delivery Period may be mentioned in the GeM portal according to Tender documents of Pungrain.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.).</p>	<p>11 (iii) Delivery Schedule The quantity to be delivered on month to month basis under the RRC shall be intimated by the concerned indenting office(s). The offer of cover(s), for inspection to Pungrain/ concerned agency nominated team shall commence within 30 days from the date of issuance of communication of detailed supply order. The firm shall deliver duly approved store(s) in PUNGRAIN/concerned agency nominated depots after passing the Lab Tests within 21 days of issuance of intimation of Test Results of Laboratory / Test House by State Procurement Agencies Inspecting Officer (s). All the covers are to be offered / delivered as per delivery schedule. Time is the essence of contract, in the event of delayed offer</p>	<p>Clause 11 (iii) of MTF may be amended as mentioned below: <i>“Pungrain reserves the right that indented quantity may be undrawn, underdrawn or overdrawn.</i> <i>Delivery schedule is prescribed as under:-</i> 1. <i>The supplier should offer minimum 40% of the ordered quantity within 10 days of issuance of the supply order</i></p>

		<p>liquidated damages charges at the rate of 2% of the price of the Store(s) which the Contractor has failed to offer within the delivery period fixed for each month or part thereof shall be levied on the supplier. In addition in the event of delayed delivery after intimation of test results, LD charges @ 2% of the price of the store(s) which the Contractor has failed to offer within the delivery period fixed for each month or part thereof shall also be levied on the supplier. The date of offer of covers for inspection shall be treated as date of offer only for the covers which will pass the Lab Test for the purpose of levy liquidated damages. The covers which have failed in the Lab test will not be treated as offer. However, for the purpose of computing LD charges in such cases the period of testing will be deducted from the total period of delay. The covers after inspection and passing the lab test shall be supplied to the consignees as per DIs issued by the Indenting Office. Time taken for inspection and testing of samples will be on Pungrain account.</p>	<p>2. <i>Supplier should offer minimum 80% of the ordered quantity within 20 days of issuance of the supply order. (Total 20 days)</i></p> <p>3. <i>Supplier should offer 100% of quantity within 30 days of issuance of the supply order. (Total 30 days)</i></p> <p><i>PUNGRAIN reserves the right to place order for the quantity required, if any, within six months from the date of placement of first order to the supplier(s). However, before placing additional order</i></p>
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<p>The Delivery Period may be fixed quantity wise.</p>	<p>Atul Industrial Corporation, Jabalpur (M.P.)</p>		<p><i>PUNGRAIN will take into account any order approved by other Punjab Govt. agency and in case rate approved is found to be lesser than that of PUNGRAIN for material of having same specification and weight, same will be applicable on additional quantity to be ordered.</i></p> <p><i>The delivery of goods as per time schedule is the essence of the supply order. The entire contracted quantity (ies) shall have to be offered within 30 days from the date of issue of supply order. After the quantity is offered by the supplier, pre</i></p>
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			<p><i>dispatch inspection would be conducted and samples would be drawn as per the sampling/inspection protocol. The drawn samples would be sent to an NABL Accredited Lab for testing. After receiving the satisfactory test report from lab, delivery instructions would be issued by the indenting SPA to the supplier and the supplier shall ensure that the covers are despatched to FOR destinations immediately and not later than 3 days of issuance of delivery instructions.</i></p>
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			<p><i>However, in case of any unforeseen circumstances, the Managing Director of PUNGRAIN/SPAs reserves the right to extend the delivery period for a maximum of 7 days @ 2% of the value of the left over stocks and in case the ordered quantity is not despatched in the extended period also, then the PUNGRAIN/SPAs reserves the right to forfeit the security amount in part or full and may go in for risk purchase at the risk and cost of the Supplier.”</i></p>
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			Please refer to Corrigendum.
Since there is no ISI Mark in the name of Black Polythene Cover, condition of ISI Mark may be deleted.	Atul Industrial Corporation, Jabalpur (M.P.)	Clause 6 (1) LDPE film/sheet of covers to conform to BIS Specification No. 2508–2016 with up- to- date amendments. Product should also be duly ISI marked.	Clause 6 (1) may be amended as follows: <i>“LDPE film/sheet of covers to conform to BIS Specification No. 2508–2016 with up- to- date amendments. LDPE film/sheet used for manufacturing of covers should be duly ISI marked.”</i> Please refer to Corrigendum
