

Notice Inviting Tender

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

E-Tender for purchase of LDPE Black Polythene Tarpaulins for KMS 2022-23

Online bids under two bid system i.e. Technical Bid and Financial Bid are invited for supply of LDPE Black Polythene Tarpaulins to State Procurement Agencies for storage of wheat during KMS 2022-23 in the State of Punjab. Bids can be submitted from 11:00 AM on 22.08.2022 till 11:30 AM on 05.09.2022 through e-tendering portal of Govt. of Punjab i.e <https://eproc.punjab.gov.in>.

The detailed terms and conditions are also available on the department website <http://foodsuppb.gov.in>. The cost of tender form (non-refundable) is Rs 6000/- including 18% GST.

Technical bids will be opened on 05.09.2022 at 12:30 PM in the Committee Room, Anaaj Bhawan, Sector-39C, Chandigarh in the presence of bidders who may wish to be present. The date and time of opening of financial bids will be notified online to technically eligible bidders.

Any further communication will be done through e-Tendering site in the form of addendum/ corrigendum.

Note: MD Pungrain reserves the right to postpone/cancel the E-Tender at any stage without assigning any reasons thereof.

**Managing Director PUNGRAIN**

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

**IMPORTANT INSTRUCTIONS FOR BIDDERS**

1. Bids will only be submitted online on the e-Procurement portal of the Government of Punjab i.e. <https://eproc.punjab.gov.in>. Bidders who wish to participate in online tenders will have to register themselves on <https://eproc.punjab.gov.in> for which valid Digital Signature (Class II or III) are required, using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India. The bidders will be required to pay applicable registration/ processing fees as per the details available on e-Procurement portal.
2. For any portal related technical queries, prospective bidders can call at 24x7 central helpdesk numbers i.e. 0120-4200462, 4001002, 4001005 and 6277787 or at local helpdesk numbers 0172-2970263, 2970284 from 9:00 AM to 5:00 PM on all government working days or reach through e-mail at [eproc@punjab.gov.in](mailto:eproc@punjab.gov.in), [support-eproc@nic.in](mailto:support-eproc@nic.in).
3. No physical submission of Technical and price / commercial bid will be entertained as it should be furnished online only. No fax, e-mail, SMS, letters or any other form of communication will be entertained for the same.
4. Bids which are not submitted in the prescribed form and/or without deposit of requisite tender fee and/ or earnest money or any other deviation from the terms and conditions of the tender notice shall be rejected out-rightly.
5. Conditional offers/ tenders shall be out rightly rejected.
6. The Technical bids shall be opened on 05.09.2022 at 12:30 P.M. in the Committee Room of Pungrain, Anaaj Bhawan, SECTOR 39-C, CHANDIGARH. The date and time for the financial bids will be notified online only to the Technically Eligible Bidders.
7. The tenderer is mandatorily required to submit the documents mentioned in the Terms & Conditions, along with the technical bid. The financial bid of only those bidders shall be opened, who qualify the technical bid.
8. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender. In case, authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing, otherwise they will not be allowed to participate in the opening of tender.
9. Any attempt direct or indirect, to cast influence or negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders, shall render the tender liable for rejection.
10. Any further communication or corrigendum/ addendum will be published on e-Tendering website only.

### IMPORTANT DATES IN CHRONOLOGICAL ORDER

1.	Date of publication of tender notice inviting e-Tender in Newspapers	21.08.2022
2.	Date of availability of MTF on website	22.08.2022
4.	Last Date and Time of online tender submission	05.09.2022 11:30 AM
5.	Date and time of Opening Technical Bid	05.09.2022 12:30 PM
6.	Date and time of Opening Price Bids	Will Be notified online to technically qualified bidders
7.	Validity of E-tender	60 days
8.	Name and Designation of Authority Inviting E-tender	Managing Director, PUNGRAIN

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

**TENDER DOCUMENT**

**Price: Rs. 6000/- (Non-refundable)**

Invitation to Bid

From

Managing Director, PUNGRAIN,  
 Anaaj Bhawan, Sector 39 C,  
 Chandigarh.

To

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

Sirs/Ma'am,

Managing Director, PUNGRAIN, invites e-Tender for the purchase of 65000 (Sixty-Five Thousand) LDPE Black Polythene Tarpaulins KMS 2022-23 on behalf of all State Procuring Agencies of Govt. of Punjab under two Bid system 'Technical Bid' and 'Financial Bid'.

**1. TENDER DOCUMENT CONTENTS:**

This tender document contains the Terms and Conditions of the e-Tender, Technical specifications of LDPE Black Polythene Tarpaulins and relevant Annexures.

**2. TENDER FEE (NON REFUNDABLE):**

A tender fee (Non-refundable) of Rs 6000/- only (Rs. Six Thousand) has to be paid through the online payment gateway of the e-portal at the time of submission of the tender.

**3. EARNEST MONEY DEPOSIT (EMD):**

Earnest Money must be deposited as per Clause no. 3 of this tender document.

**4. SIGNING OF TENDER:**

Tender in case of sole proprietor must be signed by the sole proprietor, himself/herself; in case of partnership firm, tender form must be signed by all partners or duly authorized partner(s) and in case of company/others incorporate body, tender form must be signed by a person duly authorized by Governing Body/Entity.

**5. SUBMISSION OF TENDER:**

The tender has to be submitted through the e-tendering website <https://eproc.punjab.gov.in>. The technical bid should be uploaded along with all documents mentioned in Annexure - A and duly filled Annexure- B. Financial bid shall only be submitted online. Tender and/or amendments submitted after scheduled date of closure of submission of the tenders will not be accepted.

**6. ACCEPTANCE OF TENDER:**

Tender must be accompanied with all Annexures intact and duly signed on all pages by the authorized person(s) and complete in all respects.

General Manager (Storage)  
 for Managing Director, Pungrain

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

**TERMS AND CONDITIONS OF TENDER FOR SUPPLY OF LDPE BLACK  
POLYTHENE TARPAULINS FOR KMS 2022-23**

**1) GENERAL**

- i. E-tender will be in two bid system "Technical bid and Financial bid".
- ii. The sale of E-tender form on the e-tendering portal for purchase of Low- Density Polyethylene (LDPE) Black Tarpaulins will start from 11:00 AM on 22.08.2022 and will close at 11:30 AM on 05.09.2022.
- iii. The Technical bid will be opened at 12:30 PM on 05.09.2022 in Committee Room, AnaaJ Bhawan, Sector-39C, Chandigarh in the presence of the tenderers or their authorized representatives who may wish to be present. In case the tender opening date happens to be a holiday, it shall be opened on the same time on the next working day.
- iv. The financial bids of only technically successful tenderers will be opened at the date & time to be notified online to such tenderers through the portal.
- v. The bids shall remain open and valid for acceptance up to 60 days from the date of opening of technical bid.

**2) TECHNICAL SPECIFICATIONS OF LDPE BLACK POLYTHENE TARPAULINS**

Technical specifications of LDPE Polythene Tarpaulins made out of LDPE film are as follows:

Sr. No.	Particulars	SPECIFICATIONS AS PER REQUIREMENTS FOR TYPE- I (LDPE) SHEETS UNDER BIS 2508 : 2016 STANDARDS (LATEST WITH AMENDMENT NO. 1, 2 & 3)
1	Description of the material to be used for manufacturing of LDPE tarpaulins	LDPE material of FA002 grade or equivalent grade
2	Thickness	300 micron - 10% / + 20%
3	Colour	Black (Mono layer film)
4	Size	40' x 30' without any joint. Each black LDPE tarpaulin should be triple heat sealed all around. The width of each seam shall be 10 mm. Eyelets shall be provided at a distance of about 2 Mtrs from each other at a height of about 3 cms from the bottom seal.
5	Weight	Not less than 32 Kgs. on an average of the order/lot with weight of each tarpaulin not less than 30.5 Kgs.
6	Tensile strength at break, Min, Kg/cm <sup>2</sup>	Machine Direction 200kg./cm <sup>2</sup> Transverse Direction 190kg./cm <sup>2</sup>
7	Elongation at break, Min, percent	Machine Direction 600% Transverse Direction 700%
8	Ageing test at (70 ± 1)°C for 7 days	Maximum 30% reduction of original values of tensile strength.

9	Carbon dispersion	Carbon dispersion Satisfactory
10	Carbon black contents	The Carbon black content should be 2 – 3% by mass.
11	Density	At 27 degree between 0.922 to 0.942 g/ml (0.924 to 0.944 g/ml at 23 degree C)
12	Dart Impact Strength, Min, gmf	Dart Impact Strength minimum 690 gmf
13	Tear Resistance, Min, gmf	Machine Direction 2100 gmf Transverse Direction 3000 gmf
14	Visual Appearance	<ul style="list-style-type: none"> <li>• The sheets shall be uniform in colour, texture and finish.</li> <li>• The material shall be substantially free from pinholes, dispersed raw materials, streaks and particles of foreign matter. There shall be no other visible defects, such as holes, tears or blisters. The edges shall be free from nicks and cuts visible to unaided eyes.</li> <li>• Each black LDPE tarpaulin should be triple heat sealed all around without any joint. The width of each seam shall be 10 mm.</li> <li>• Eyelets shall be provided at a distance of about 2 Mtrs from each other at a height of about 3 cms from the bottom seal.</li> <li>• Each tarpaulin will be embossed with emblem or logo bearing the month of manufacturing, batch no. and name of the agency along with seal of the supplier(s).</li> </ul>

### 3) EARNEST MONEY DEPOSIT

- i. The tenderer shall pay Rs. 5,00,000/- (Rs. Five Lakh only) as earnest money/ EMD through e-payment gateway of the e-tendering website, acknowledgment of such deposit shall be uploaded along with the Technical Bid. Tenders with less earnest money or without earnest money are liable to be rejected summarily.
- ii. The EMD of the unsuccessful bidders will be refunded after the finalization of the e-tender, whereas the EMD of successful bidders shall be converted into security deposit.
- iii. The EMD of the bidder(s) not keeping the offer open for the prescribed period shall be forfeited, without prejudice to any other rights and remedies of PUNGRAIN against the bidder. The earnest money shall be liable to forfeiture if the bidder after submitting his tender, resiles from his offer and/or modifies the terms and conditions thereof in any manner or submits conditional tenders. 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.

### 4) SECURITY DEPOSIT

- i. The successful Tenderer shall also deposit security amount equivalent to 5% (including EMD) of the total cost of ordered quantity of tarpaulins with the Pungrain, within 3 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. No other agency will deduct any security from running payment of supplies. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. Pungrain will not pay any interest on Security Deposit in any case. 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.

- ii. In case of failure of Tenderer to deposit the Security Deposit within 3 working days from the date of issue of Supply Order, further extension of five working days can be given by Pungrain subject to levy of penalty @ 1% of Security Deposit.
- iii. If the Tenderer having been called upon by Pungrain to furnish the Security deposit, fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for Pungrain to terminate the contract treating it as Breach of contract besides forfeiture of Security Deposit already furnished by the contractor in the form of EMD along with the Security deposit and to purchase or authorize the purchase of tarpaulins at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by Pungrain by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies Pungrain may have under the Contract and Law. The Tenderer will also be debarred from participating in any future Tenders of Pungrain 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 Pungrain.
- iv. 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.
- v. No claim shall lie against Pungrain either in respect of interest or any depreciation in value of any Security.
- vi. If the contractor fails or neglects to observe or perform any of his obligations under the Contract, it shall be lawful for Pungrain 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 Pungrain, 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, Pungrain shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the Pungrain may have incurred and all dues and other money including all losses and damages which Pungrain is entitled to recover from the contractor.
- vii. The decision of Pungrain in respect of damages, losses, charges, costs or expenses shall be final and binding on the Contractor.
- viii. 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 Pungrain under this or any other contract with Pungrain. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to Pungrain on demand the balance due.
- ix. The Security Deposit 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)/ State agency, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the supplier and after deducting all costs and other expenses that Pungrain may have incurred due to default of the Supplier on any account and all other losses / damages that Pungrain is entitled to recover from the Supplier. No interest shall be

paid to the Tenderer/ Contractor on EMD/ Security Deposit in any circumstances, whatsoever.

## **5) MINIMUM ELIGIBILITY CRITERIA**

- i. The Tenderers who fulfill the MINIMUM ELIGIBILITY CRITERIA stipulated below only are eligible to apply:
  - a. Manufacturer(s) of LDPE Tarpaulins/ sheets/films confirming to BIS specifications No. IS: 2508-2016 with up-to-date amendments having own manufacturing unit in working condition and fully equipped to supply the material within specified time as per terms & conditions of this e-tender, with GST number in its own name are eligible to participate in the tender.
  - b. Authorized Suppliers of the LDPE Tarpaulins are also eligible to participate but 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.
  - c. The firm manufacturing the item should have valid BIS Certificate confirming the product to be of BIS specifications No. IS: 2508-2016 with up-to-date amendments.
  - d. Bidder shall have to quote rates for a quantity in multiples of 500 Tarpaulins.
  - e. The firm/bidder will be required to get the sample duly tested from any NABL accredited Lab and the test report of the same is to be submitted along-with the Technical Bid. The firm/bidder shall deposit the sample duly tested by the NABL accredited Lab along-with the test report for ensuring the required specification with the Departmental committee constituted for evaluation before/at the time of opening of technical bids as specified in the e-tender.
  - f. The tenderer shall sign each page of the tender form in full signatures. The tenders containing erases and overwriting will not be accepted unless these cuttings and over-writings are duly signed/attested by the person signing the tender form.
- ii. The tenderer shall submit all documents mentioned in Annexure 'A' and duly filled in Annexure 'B' along with supporting documents.

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

## **6) DISQUALIFICATIONS**

- i. Tenderers who fall under any of the categories stipulated below are ineligible to apply:
  - a. Tenderers who have been blacklisted or otherwise debarred by Pungrain 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. It is clarified that anybody either in individual capacity or as a director of a firm / company or a partner of partnership firm / company upon blacklisting anywhere by any procurement agency shall attract its contagious effect. Meaning thereby where ever the same blacklisted entity / person is connected either as an individual or director or partner or member of governing body, all such firms/ companies/ partnership firms / trusts /societies / with any other names as a juristic entity shall have the same effect of them being



treated as BLACKLISTED.

- b. Any Tenderer whose Contract with the Pungrain 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.
  - c. Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Pungrain or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
  - d. Tenderer who is blacklisted by the GST authorities.
  - e. 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.
  - f. 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.
- ii. 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 Security Deposit as the case may be in such case is liable to be forfeited.
  - iii. In case of any clear indication of cartelization at any stage, Pungrain reserves the right to reject the Tenders or terminate the Contract as the case may be, forfeit the EMD and/or Security Deposit 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 Department for appropriate action, including, but not restricted to, cancellation of License. Pungrain at its discretion also reserves the right to blacklist such Tenderer.

## **7) PACKING**

- i. Each tarpaulin shall be packed securely to avoid any loss/damage in transit. If there will be any damage/loss in transit, the responsibility will be fixed on the supplier.
- ii. The Contractor shall pack at his own cost the tarpaulins sufficiently and properly for Transit by Rail/Road, so as to ensure it being free from loss or damage (physically or chemically) on arrival at their destination.
- iii. All containers (including packing cases, boxes and wrappings etc.) in which the tarpaulins are supplied by the Contractor shall be considered as non-returnable and their cost as having been included in the contract price.
- iv. 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 tarpaulins 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.
- v. The Inspecting Officer may reject the tarpaulins, if the tarpaulins are not packed and/or marked as aforesaid and such rejection of the tarpaulins by the Inspecting Officer shall be final and binding on the Contractor.
- vi. If the Contractor fails to carry out or comply with any instructions issued to him by the Inspecting Officer before onward dispatch of the tarpaulins within a reasonable time,

the Inspecting Officer may himself carry out and comply with them at the cost and expense of the Contractor.

## 8) **MARKING**

- i. Each tarpaulin will be embossed with emblem or logo bearing the month of manufacturing of tarpaulins, batch no. and name of the manufacturer/supplier along with the seal. All marking shall be marked with indelible ink at the corner of the tarpaulin sealed to facilitate verification at the time of inspection, dispatch and receipt.
- ii. Each tarpaulin should be invariable marked with BIS standard, under provision 10.3 of IS 2508:2016.

## 9) **INSPECTION & SAMPLING**

### i. **Pre-despatch Inspection**

Necessary facilities shall be provided by the Supplier to the Inspection Team nominated /deputed by the Pungrain/State agency concerned to inspect the complete Process of manufacturing of tarpaulins/ manufactured tarpaulins before dispatch. The Supplier shall inform the concerned State agency in advance so that inspection team can be deputed for carrying out the pre-dispatch inspection at the factory premises of the supplier. The procedure adopted for final Inspection for fabricated tarpaulins shall be as under:-

- a. A lot shall comprise of 100 tarpaulins marked with lot number and serial numbers. This lot shall be further divided into sub-lots of 25 tarpaulins each for the purpose of drawing sheet samples from tarpaulins out of each sub-lot.
- b. Cent-percent weighment of all the polythene tarpaulins in the lot offered for inspection shall be arranged and weight of each individual tarpaulin recorded. None of tarpaulin should weigh less than the prescribed weight.
- c. Not less than 10% of the tarpaulins from each lot shall be physically and visually inspected at random by team of inspecting officers in the factory premises. Such inspection shall be for all physical aspects/requirements stipulated in the tender.
- d. In lieu of the tarpaulins rejected, equal number of tarpaulins shall be offered within 7 days of notification of the rejection.

### ii. **Sampling**

Out of 3 tarpaulins drawn from each sub lot physically inspected, i.e. total 12 tarpaulins drawn from the lot of 100 tarpaulins, one tarpaulin 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 tarpaulins selected at random for lab testing. The portion from where the sample has been drawn for laboratory test shall be mended by the supplier by replacing additional sheet of identical material with triple heat sealed immediately after sampling has been completed at the place from where samples were cut out. Samples drawn shall be referred to Govt. labs/BIS approved/NABL accredited Labs certified for conducting relevant detailed tests, as nominated by Pungrain/ State agency for detailed tests as per laid down specifications.

Inspection note/notes shall be released by the inspecting officer(s) thereafter the dispatch instruction of the material shall be given to the Supplier. All testing charges shall be borne by the Supplier. The sample shall be signed by the purchaser's Representative and Supplier or his authorized Representative, one will be sent to the lab, one will be given to the suppliers and one will be retained as reference

sample by the Purchaser. No retesting will be allowed of once failed sample.

**iii. Facilities for Test and Examination:**

The Contractor shall, at his own expense afford to the Inspecting Officer(s) all reasonable facilities as may be necessary for satisfying himself, that the tarpaulins 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 facilitate the inspection of the Tarpaulins 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 of 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 tarpaulins 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 are referred to Govt. Labs/BIS approved/NABL accredited labs certified for conducting relevant detailed tests, as nominated by Pungrain/ State agency for independent test report, the expenditure on testing shall be borne by the supplier as indicated in the Tender. In the event of Pungrain/ State agency 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. Inspection Notes:**

On the tarpaulins 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.

- vi.** Pungrain/ State Agency concerned at the time of receiving LDPE Polythene Tarpaulins shall conduct inspection to verify/check that Tarpaulins are received as per specifications prescribed in the e-tender for purchase of Polythene Tarpaulins for KMS 2022-23, which will also be certified by the concerned field staff on the receipts of such tarpaulins. In case, the receiving staff on inspection finds that the Tarpaulins received are not as per the prescribed specifications, they will immediately inform the concerned supplier under intimation to this office. Further, joint inspection of such Tarpaulins will be got conducted by District Manager of the concerned agency in the presence of concerned field staff & representative of supplier. During joint inspection, if required, sample(s) will be drawn and sent for lab testing. The cost of such testing will also be borne by the concerned supplier.

**10) DELIVERY**

- i. The Contractor shall deliver the tarpaulins in accordance with the conditions of the contract. The Contractor shall comply with the instructions which Pungrain/ State agency may give regarding the safe transit of tarpaulins from time to time. Pungrain/ State agency is not responsible for any delay in obtaining the raw material/machinery

for the manufacturing and supply of the tarpaulins. The time is the essence of the contract.

ii. **DELIVERY TERMS**

F.O.R delivery of LDPE tarpaulins are to be given at Pungrain/ State agency's nominated storage point/ godown(s) at anywhere in the State of Punjab as per the destinations provided. 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 tarpaulins by Inspecting Officer(s) in the factory premises of the supplier and on receipt of satisfactory Inspection reports, which conform to the specifications only those lots shall be dispatched to the ultimate consignee directly from the supplier's premises.

iii. **DELIVERY SCHEDULE**

The delivery of goods as per time schedule is the essence of the supply order. The entire contracted quantity (ies) shall have to be supplied within 30 days from the date of issue of supply order. However, Managing Director, PUNGRAIN reserves the right to extend the delivery period for 7 days without LD charges, in case of natural calamities like heavy rains, floods etc. OR if he is satisfied that the reasons for delay were beyond the control of supplier. In case the contracted quantity (ies) of supply is not received as per given schedule, a grace period of 7 days can be given to the supplier with late delivery charges up to 2% of the value of the left over stocks and in case the contracted quantity is not received as per this extension also, a further period of 7 days will be allowed with 4% LD charges only. Thereafter, PUNGRAIN 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 tenderer.

- iv. **Failure and termination:** If the contractor breaches any of the terms and conditions of the contract or fails to deliver the tarpaulins 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, Pungrain may, without prejudice to the right to recover damages for breach of the contract, purchase or authorize the purchase of tarpaulins at the Risk & Cost of the contractor to the extent of quantity not delivered and the contractor shall be liable for any loss which the purchaser may sustain on that account. 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 Pungrain. It shall not be necessary for the purchaser to serve a notice of such purchase on the contractor.

**11) SPECIAL CONDITIONS OF SALE**

i. **WARRANTY :**

The Contractor/seller hereby declares that the Black LDPE Polythene Tarpaulins sold to the purchaser under this contract shall be of the best quality (and workmanship) and shall be strictly conforming to the BIS specifications and particulars contained/mentioned in the Terms & Condition of the Tender and/or in the indent/supply order thereof and the Contractor/seller hereby guarantees notwithstanding the fact that the purchaser, may have inspected and/or approved the Black LDPE Polythene Tarpaulins, if during **the period of 24 (twelve) months** from

the date of delivery the said Black LDPE Polythene Tarpaulins be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said Tarpaulins /articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the Black LDPE Polythene Tarpaulins will be at the seller's risk and all the provisions herein contained relating to rejection of tarpaulins etc. or such portion thereof as is rejected by the purchaser otherwise the Contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

ii. **GUARANTEE:**

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

All inspections, adjustments, replacements or renewals carried out by the Contractor during the Guarantee period shall be subjected to the same conditions of the contract.

iii. **SERVICING FACILITIES:**

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

## **12) PAYMENT**

- i. The payment for delivery of the tarpaulins will be made on submission of bills along with the bills of raw material purchased during the current Financial year for quantity/number of tarpaulins ordered to be supplied to Pungrain/ State agencies, which will be mandatory. The payment shall be released through ECS/NEFT/RTGS only and it shall be responsibility of the tenderer to provide his necessary bank details.
- ii. 80% payment will be released within 15 days on submission of the bill to the concerned agency (ies) subject to receipt/certificate from receiving authority. Balance 20% will be released on getting the successful test reports from accredited labs including Govt. labs. The payment will be released by PUNGRAIN for its own tarpaulins and in case of other agencies, the concerned agency will release the payment to suppliers directly.
- iii. Pungrain/ State 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.

- iv. 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.
- v. The contractor shall confirm that the invoice to be raised with Pungrain/ State agency 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/ State agency.
- vi. TDS as applicable would be deducted as per Income Tax provisions as well as GST provisions.

### **13) CORRUPT PRACTICES**

- i. Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any Officer or Official of Pungrain/ State agency 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.
- ii. Tenderers shall not indulge in any anti-competitive practices/agreements implied or express while participating in the Tender.
- iii. 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 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 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. Pungrain 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.
- iv. If the information given by the Tenderer in the Tender document is found to be false/incorrect and/or the documents uploaded are found to be forged/fabricated at any stage, Pungrain shall have the right to disqualify/summarily terminate the Contract, without prejudice to any other rights that Pungrain may have under the Contract and Law. Also, the tenderer shall be liable for blacklisting and criminal proceedings can also be initiated against the tenderer.
- v. In case of breach of any terms and conditions of the Tender Documents by the Tenderer, Pungrain reserves the right to summarily terminate the contract including forfeiture of EMD/ Security Deposit as the case may be without prejudice to any other rights or remedies Pungrain may have under the Contract and Law.
- vi. 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 Pungrain/ State agency 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 Pungrain for showing or forbearing to show favor or disfavor to any person in relation to the contract with Pungrain. 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 Pungrain to Terminate the contract and to recover from the Supplier /Seller the amount of any loss arising from such Termination.

#### 14) BID EVALUATION

- a. Technical evaluation will be done first wherein evaluation of fulfillment of technical eligibility criteria mentioned in the terms & conditions of the e-tender, will be undertaken.
- b. The financial bids of only those tenderers will be opened, who qualify in the technical bid. In case of non-qualifying the technical bid, it will render the Tenderer as ineligible and the financial bid will not be opened.
- c. The tenderer who quotes minimum rate in the financial bid will be declared as L-1. The rate quoted will be inclusive of GST and all levies etc. at FOR destinations anywhere in Punjab.
- d. PUNGRAIN has the right to place order to one supplier or distribute it to more than one supplier at L-1 rate. In case, the required quantity cannot be supplied by L-1 party (ies), then L-2 will be called to match the L1 rate and so on till the entire quantity required by the State Procurement Agencies is met.
- e. Purchase preference shall be given to local suppliers as per the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 notified by Department Of Industries And Commerce (Controller of Stores), Govt. Of Punjab vide order dated 03.09.2019, for which a local supplier/ startup must have minimum 50% of local content as per Clause 4 of the order and abides by Clause 8 of the said order for verification of local content. The prescribed margin of purchase preference shall be 15%. The procedure for determining such preference shall be followed as per Clause 2(b) of the said Order.

The procedure for calculating Local content/value addition in Punjab will be as under (As per Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India's order no. C.I-43012/52/2017-Chem- I(B) dated 23-10-2018):

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

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

- f. As per notification No. COS/Start-ups/2019/11288 dated 16-08-2019 of Department of Industries and Commerce, Punjab, an entity registered as a Start-up in Punjab as per chapter 16.1 of Detailed scheme & operational guidelines, 2018 of Industrial and Business Development policy 2017, shall be eligible for relaxations<sup>#</sup> permissible under the said notification, subject to the condition that the

startup meets the other quality and technical specifications as part of the qualifying requirements of the procurement of LDPE Black Polythene Tarpaulins.

*# In order to avail relaxations, bidder will have to upload copy of valid registration certificate of startup issued by relevant authority.*

- g. The conditional tenders or the tenderers depicting his/their own terms and conditions in their will be considered to be invalid and rejected out rightly.

#### **15) ISSUANCE OF WORK ORDER/SUPPLY ORDER**

- a. The tentative requirement of LDPE Black Polythene Tarpaulins for all State Procurement Agencies is 65000. However, the tendered quantity may increase or decrease at the time of placing of order or during pendency of the contract, depending upon the requirement of Pungrain/State agencies.
- b. PUNGRAIN will have the right to issue supply order in phased manner to any one or more tenderers whose tenders are accepted.
- c. In case any notification of Govt. of India/State Government comes after placing of the orders with the suppliers with regard to decrease in the excise duty or price on granules/ finished goods or reduction in GST, if any, PUNGRAIN reserves the right to decrease the price of the material in proportion thereto.
- d. However, on the other hand, if there is any increase in cost of raw material or even GST etc. PUNGRAIN will not increase the rate of the material or give any advantage to the tenderers/suppliers correspondingly.
- e. PUNGRAIN reserves the right to place order for the quantity required, if any, within six months from the date of placement of first order to the supplier(s). However, before placing additional order PUNGRAIN will take into account any order approved by other Punjab Govt. agency and in case rate approved is found to be lesser than that of PUNGRAIN for material of having same specification and weight, same will be applicable on additional quantity to be ordered.

#### **16) MISCELLANEOUS PROVISIONS**

- a. 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.
- b. Pungrain 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.
- c. Party would not be absolved of the responsibility of delivering the indented Tarpaulins 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.
- d. The Contractor shall not, sublet, transfer or assign the contract or any part thereof, failing which Pungrain reserves the right to terminate the Contract and forfeit the EMD/ Security Deposit without prejudice to any other rights or remedy the Pungrain may have under the Contract or Law.



**17) INDEMNITY**

- i. 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.
- ii. Pungrain/ State agency 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.

**18)** 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 Pungrain whose decision thereon shall be final and binding on the Contractor.

**19) INSOLVENCY AND BREACH OF CONTRACT**

Pungrain 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 any time, 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.

**20) 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.

**21) TERMINATION FOR DEFAULT**

Pungrain may without prejudice to any other remedy or right or claim for breach of contract, by giving not less than 7 (Seven) days written notice of default to the Contractor, terminate the contract in whole or in part:-

- i. If the Contractor breaches any of the terms and conditions of the contract.
- ii. 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.
- iii. If the Contractor, in either of above circumstances, does not remedy its failure within a period of 7 (Seven) working days after receipt of the default notice from PUNGRAIN.
- iv. If the Contractor in the judgment of PUNGRAIN has engaged in corrupt or fraudulent practices in completing or in executing the contract.
- v. If the Contractor is blacklisted by the GST authorities.

In the event, PUNGRAIN terminates the contract in whole or in part, PUNGRAIN may procure required tarpaulins, 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.

**22) DISCLAIMER**

- i. Pungrain is under no obligation to enter into any contract with anyone by issuing the Tender.
- ii. Pungrain 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 thereof.
- iii. Pungrain makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender documents.

**23) NO WAIVER OF RIGHTS**

Neither the inspection by PUNGRAIN/ State agency or any of their agents, nor any order by PUNGRAIN/ State agency for payment of money or acceptance of, the whole or any part of the delivery taken by PUNGRAIN/ State agency, nor any possession taken by PUNGRAIN/ State agency shall operate as a waiver of any provision of the Contract, or of any power reserved to PUNGRAIN/ State agency, 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.

**24) 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 at Chandigarh only.

(SIGNATURE)  
Seal of the Firm/Company

Managing Director, Pungrain

**ANNEXURE – 'A'****DOCUMENTS TO BE UPLOADED**

1. EMD Tendered in Indian Rupees as per Bid Document. (Scanned /Soft copy of acknowledgement)
2. Certified Copy of valid Manufacturing unit/ MSME certificate/UDHYAM certificate.
3. Certified Copy of valid BIS Certificate confirming the product to BIS specifications no. 2508-2016 with up-to-date amendments.
4. Certified Copy of the valid license from appropriate Authority for sale & supply of LDPE tarpaulins in case of Supplier. In addition, supplier has to provide the details of original Principal Manufacturer with regards to the minimum eligibility criteria along-with valid authorization/appointment as supplier by the Principal Manufacturing Company.
5. Certified Copy of Income Tax PAN No.
6. Certified Copy of GST Registration Certificate.
7. Test report of the sample tested from NABL accredited Lab.
8. Certified copy of the Partnership deed of the firm, in case of partnership firm and Certificate of Incorporation and MoA in case of Company.
9. Non-blacklisting Affidavit in prescribed format as per Annexure 'C'.

**Note:- 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”.**

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

<b>Tenderer details</b>		
<b>S. no.</b>	<b>Particular</b>	<b>Details</b>
1	Name & Address of the Tenderer	
2	Constitution of the Tenderer (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3	Business Capacity: Manufacturer/ Authorized Supplier	
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/partner/director suffer from any disqualifications stipulated in disqualification clause No. 6. Please mention YES/NO.</p> <p>a) Have been black-listed by Pungrain 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/ Security Deposit forfeited by Pungrain / Govt. Organization/PSUs or any other Department. <b>If yes</b>, then mention the date of termination of Contract/Forfeiture of EMD/ Security Deposit</p> <p>c) Have been black listed by GST authorities?</p> <p>d) Whether Proprietor/Any of the Partner/Any of the Directors have been convicted and Sentenced to imprisonment by a Court of Law? If yes, for how many years?</p>	
11	Whether the manufacturing unit is in working condition and fully equipped to supply the material within specified time as per terms & conditions of this e-tender?	
12	Quantity offered	

**(ANNEXURE - C)****(Specimen of the Affidavit for non-blacklisting)****AFFIDAVIT**

(To be attested by Executive Magistrate/ Notary Public)

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

1. That I am the sole proprietor/ authorized partner or signatory of M/s.....
2. That my firm/ Company/Society wants to bid for supply of LDPE Black Polythene Tarpaulins to Pungrain/ State procuring agencies against NIT dated \_\_\_\_\_ published in the newspapers for the purchase of LDPE Black Polythene Tarpaulins.
3. That I/ my firm/ Company/ Society or any of the partners/ Directors/ Members have not been blacklisted or debarred by Pungrain or any Department of Central/ State Govt. or any other Public Sector Undertaking during the last five years.
4. That my contract with the Pungrain or any Department of Central or State Government or any other Public Sector Undertaking has not been terminated before the expiry of the Contract period at any point of time during last five years.
5. That the EMD or the security deposit of my firm/ Company/ Society has not been forfeited by Pungrain or any Department of Central/ State Govt. or any other Public Sector Undertaking during the last five years.
6. That I / my firm / Company / Society or any of the partners / Directors / Members am/is not blacklisted by GST Authorities.
7. That I/ my firm/ Company/ Society or any of the partners/ Directors/ Members have not been, at any time, convicted by a court for an offence and sentence to imprisonment for a period of three years or more.
8. That I/ my firm/ Company / Society shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN.

Dated:.....

Deponent

**Verification:**

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

Dated:.....

Deponent