

TENDER FOR SUPPLY OF ANTI SKID HDPE WOVEN BAGS (40KG.)

Tender Form No.....

Cost of Tender Form Rs.

From

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

To

The Managing Director,
Punjab State Seeds Corporation Ltd.
Kheti Bhawan, Phase -V1, S.A.S Nagar,
Mohali.

Reference: - Your tender No

I/We hereby offer to supply 5,00,000 (five lac. Only) Anti skid HDPE woven bag (40kg) as prescribed in the Schedule and specifications at the prices given by me in this e-tender. I/we agree to hold this offer open for a period of one year from the date of placing the supply order. I/we shall be bound by communication of acceptance dispatched within a period of 5 days of the date of supply order and offer the material for inspection/testing from a government approved laboratory if required by the Corporation.

I /we shall abide by terms and conditions governing the contract in this e-tender and have also examined the requisite specifications of the material to be supplied and my/our offer is to supply the required material in accordance with the specifications.

We have carefully considered all the terms and conditions in this e-tender and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservation.

The earnest money through online mode only vide transaction No..... UTR No. dated (Rs.) is deposited.

Signature with seal

PUNJAB STATE SEEDS CORPORATION LTD.

KHETI BHAWAN, S.A.S NAGAR, MOHALI

TERMS & CONDITIONS

1. Tenders must be submitted on the prescribed form issued by the Corporation and must be accompanied by earnest money @ Rs. 2,00,000 (Two lac only) for supply of 5,00,000 lakhs of Anti Skid HDPE Woven Bags in this e-tender through online mode only, mentioning transaction No..... UTR No..... to be deposited in favor of "PUNJAB STATE SEEDS CORPORATION LTD. MOHALI. The tenders not submitted on prescribed form or without prescribed amount of earnest money or without earnest money in any other form, shall be summarily rejected.
2. The earnest money of the unsuccessful tenderers will be refunded after the finalization of the tender(s). The successful tenderer(s) shall be required to deposit security amount equal to 10% of the value of order through bank draft in favor of the Corporation payable at Mohali or in form of bank guarantee within 7 days from the date of the supply order. The successful tenderer may have to submit his offer letter to corporation for the inspection of total quantity given in tender within one week, of the date of supply order or as decided by the competent authority of Corporation. No interest will be payable on earnest money or on security deposits.
3. Where for any unavoidable reasons the tenders cannot be opened on the date prescribed in the tender, the date shall be extended and such extended date will be notified in the Corrigendum. In case, the specified date of opening falls on a holiday or a holiday is subsequently declared on that date, the tenders will be opened on the next working day following holiday(s).
4. The rates of the material should be quoted both in figures and words and there should not be any over writing. Corrections, if any, should be duly signed by the tenderers. Rates should be quoted F.O.R. destinations as desired and should be inclusive of charges of packing, loading, freight, octroi, unloading charges, inspection charges, testing charges and the statutory levies like CST/ST/excise duty/VAT/GST and other taxes, fee, cesses etc which ever may be applicable . Any tax liability up to delivery points on material will be borne by the supplier. The tenderer must also mention PAN/TIN/GST No. of the firm.
5. In case it is observed that the prices offered are on higher side than the normal expected price or due to any other reason, if felt necessary, negotiations with the L-1 may be carried out with the tenderer(s) or their authorized representative(s).

6. The contract for the supply shall be deemed to have come into existence from the date of issuing of supply order and all causes of action in relation to the contract will therefore, deemed to have arisen within the jurisdiction of the Mohali courts.
7. The quantity mentioned in the NIT/Tender form may be decreased or increased at the sole discretion of the Corporation.
8. The delivery schedule mentioned in tender form/ supply order of the Corporation will be final and binding on the tendering firm/supplier.
9. Person or persons signing the terms & conditions shall state in what capacity he or they are signing the tender.
10. In case of partnership firm, the names of all the partners should be disclosed and the terms & conditions should be signed by all the partners or their attorney having authority to bind all the partners in all the matter pertaining to the contract including the Arbitration clause.
11. In case of a private limited company, the names of all the directors shall be mentioned and it shall be certified that the person signing the terms & conditions is empowered to do so on behalf of the Company.
12. The person signing the terms & conditions or any document forming part thereof on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor stating that he has authority to bind such other persons or the firms as the case may be in all matters pertaining to the contract including the Arbitration clause.
13. The tenderer must enclose the proof of performance certificate for the successful supply to Govt. organization /private parties during the last three years if any.
14. The tenderer may enclose the proof of list of Govt. buyers if any to whom the material was supplied earlier.
15. Any tender for less than the tendered quantity shall be rejected.
16. In the event of any breach of any terms & conditions of the contract, Punseed shall have the right to withheld earnest money and security deposit and such amount would stand forfeited without any notice to the supplier/tenderer.
17. The Managing Director, Punseed reserves the right to reject all or any of the tenderer rates/bid/tender without assigning any reason thereof.
18. The suppliers who have defaulted in faithful execution of supply order in the past need not apply as they shall not be considered at all. The decision of the Managing Director of the Corporation in this regard will be final.
19. In case of non supply /defective/short/delayed supplies, the Corporation shall be entitled at its sole discretion to impose penalty. Purchase will be done at the risk cost of the tenderer and take such other measure(s) as may be deemed necessary including cancellation of the contract. Any extra expenditure incurred

on such purchase shall be recoverable in full from the tenderer without prejudice to any other right of the Corporation including right of claim for liquidated damages.

20. The time allowed for delivery will be essence of the supply order. In case of delay in execution of the order, the Corporation may cancel the order without any compensation and the supplier may be liable to a penalty subject to a maximum of 15% and the same shall be recoverable either from the earnest money/security or from the pending bills of the supplier or from any other deposits /securities etc. lying with the Corporation or through a court of law as the case may be. The decision of the Managing Director of the Corporation in this behalf shall be final and binding on the tenderer. Supplies/consignments received after the date on which they were actually due (according to the terms of the Purchase supply Order) will be liable to be rejected by the corporation. In case the purchasing authority decides to accept a delayed supply, the supplier may still remain liable to pay a penalty for the delay as mentioned hereunder:-
Schedule of penalty on the value of undelivered material per week or part of the week.

| | |
|---------------------------|------|
| i) 1 st week | 0.5% |
| ii) 2 nd week | 1.0% |
| iii) 3 rd week | 1.5% |
| iv) 4 th week | 2.0% |
| v) 5 th week | 2.0% |

per week subject to maximum 15%.

However Managing Director, Punseed keeping in view the circumstances or losses caused by delayed supply shall be competent to waive off penalty. Moreover, the time relaxation in the dispatch of any material will be given by Managing Director.

21. If the material is dispatched by the supplier after the expiry of the delivery period, without any approval of the purchasing authority/Managing Director, such a supply will be liability of the supplier and will be at his own risk.
22. a) The supplier shall be bound by communication of acceptances dispatched within a period of 5 days from the date of supply order.
b) The validity of tender will be for a period of one year from the date of placing the supply order.
c) The Corporation reserves its right to place a repeat supply order as per the requirement on the same terms and conditions as those of previous supply order/e-tender.

- d) Rates: - The rates should be quoted for the offered items on the basis of FOR ie. upto the offices of the Punseed located at different destinations in Punjab and inclusive of all taxes i.e. GST, Duties, packing forward charges loading/unloading etc.
23. **Delivery Schedule :-** 50% bags must be supplied within 10 days from the date of issue of supply order and the remaining 50% bags within 20 days from the date of supply order or as per the order of Managing Director. Supplies must be completed with 20 days from the date of supply order at each destination.
24. **INSPECTION & SAMPING**
Inspection and sampling of Anti skid HDPE woven bag 40kg will be carried out in the premises of the party or at PUNSEED processing plants by representatives of the Corporation or by the inspection agency appointed by Managing Director. The representative of the Corporation or agency will draw the samples in the presence of the supplier/representative (s) and the samples will be tested at any Govt. approved test house to ascertain that the material meets the standard /specification fixed in the e-tender. The material should be dispatched to the consignee as per delivery schedule and order of Managing Director. The cost of inspection, verification and testing charges will be borne by the supplier and if for any reason, more than one inspection /test are to be carried out, the cost of subsequent inspection/test will also be borne by the supplier.
25. **Payment :-** The payment of the supplier will be made by the Head Office of the Corporation and for this purpose, the bills in triplicate, GR a copy of the Inspection Report should be sent by the concerned Regional Manager/Incharge with a copy to the Head Office for 80% payment and the payment will be released after the material actually reaches at destination in good condition and as per terms of the supply order. The balance payment will be made after full execution of the purchase order to the entire satisfaction of the Corporation as per Corporation's terms and conditions. The remaining 20% payment will also be released from the Head officer after actual receipt of the material at site/Punseed offices in good condition. For this purpose also Regional Manager/Incharge will receive the goods and immediately send the GR with a certificate that the material is received in good condition and as per the purchase/ supply order.
- 26) Packing cases, containers, gunny package etc. which may be used for purpose of packing by the supplier and which are delivered to processing plants/offices will not be returned to supplier and no charges will be given by the corporation of that material.
- 27) In the event of any dispute arising out of the contract/tender, the Managing Director, PUNSEED or his nominee shall be the Arbitrator, whose decision shall be final and binding on both the parties.

- 28) No force Major clause will be applicable.
- 29) Two samples without any marking and printing of Anti skid HDPE woven bag 40kg of given specifications should be submitted to PUNSEED Head office as a sample. All these material conforming the mentioned specification as mentioned in e-tender for which the rates are being quoted by the tenderer should mandatory be submitted to PUNSEED, Head Office, Phase -6, Mohali in a closed envelope with seal, address and stamp of tenderer on it. The above sample should be submitted during working days and before the tender closing date. Moreover the samples received from the tenderer to Punseed may be sent to laboratory for test purpose. The test report received by the laboratory shall be final binding on the tenderer/supplier. In the absence of submitting the samples to the PUNSEED Head Office, Mohali Managing Director of PUNSEED reserves the right to reject the rate quoted by that supplier/tenderer and may not be considered eligible for the further tendering process i.e Technical and Financial bid. PUNSEED reserves the right to send samples for lab test purpose . The samples found conforming to the specifications given in the e-tender in the government approved laboratory test report, will be further considered for financial bid. The decision of the M.D in above said regard will be final and binding on the tenderer/supplier/bidder.
- 30) In case the material supplied found inferior in quality/standard then in that case M.D PUNSEED reserves the right to impose quality cut charges to the party/supplier. The decision shall be final and binding on the party/supplier.
- 31) The quantity mentioned in the e-tender may increase or decrease.
- 32) The bags will be supplied in uniform packing bales. Bales will be wrapped in ordinary hessian cloth securely tightened with iron-strips or with any other material so that they do not get loose during transit. There should not be any shortage of bags in bales.
- 33) Bid without payment of Tender cost & EMD shall be liable for rejection, However, MSMEs registered with NSIC are exempted from payment of cost of tender document and EMD subject to furnish valid documentary proof in support of claim along with the request letter.
- 34) PUNSEED reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 35) The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that tenderer accepts all the terms and conditions as have been laid down in the tender document.

- 36) The tenderer have to supply 100% quantity mentioned in this tender.
- 37) Printing material on bags will be given at the time of supply order.
- 38) All pages of the tender should be signed and stamped by the tenderer.
- 39) The Earnest money will be forfeited if the tenderer withdraws price bid or in case of a successful tenderer fails to pursue as per the tender terms and conditions/non fulfilling the supply order/ not deposit security deposits as per the tender terms and conditions.
- 40) There shall normally be no post tender negotiations, if at all negotiations are warranted under exceptional circumstances then it can be with L-1 only.
- 41) The Corporation may decide to split the order among two or more tenderers according to exigencies and emergency at L-1 rates.
- 42) In case if L-1 fails to supply the material then by taking required action against him next lowest bidder will be considered by the Corporation.
- 43) Required proof sample should be got approved from Managing Director in respect of design, art work, colour scheme and contents before taking final printing.
- 44) If any time during the terms of supply order/contract, the Corporation changes the plan for any reason then the Corporation has the right to terminate or alter supply order/contract by sending a notice to the supplier.
- 45) The supplier shall provide packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.
- 46) The Corporation can make changes in design, printing and place of delivery at any time during the contract period.
- 47) If a successful bidder, after due acceptance of his tender/offer refuses or fails to perform the obligations under the supply order, than supplier shall be black listed and his EMD or security deposited shall be forfeited by the Corporation.
- 48) Over-riding Clause:- Except as specifically provided above, the other terms & conditions of the purchase will be as per the tender form/supply order.

Note:- 1 Each page of tender documents and specification, terms & Conditions should be signed and stamped by the tenderer. I/we accept all the terms and conditions of this Corporation.

Note:- 2 Documents with the e-tender must be attached strictly in the order as mentioned in the Technical performa of the e-tender notice . Sr.No. of document should also be mentioned on the top of the documents attached.

Technical offer Performa

- 1) EMD @ Rs. 200000/- (Two lac only) through online mode.
- 2) PAN number of party.
- 3) TIN/GST number of party.
- 4) Terms and conditions signed and stamped by party.
- 5) List of government buyers to whom the material supplied earlier by the party if any.
- 6) Self declaration that I/my firm have never been blacklisted by any government organization.
- 7) Proof of receipt of five Samples of bags on or before the specified date in the e-tender notice at the head office of PUNSEED.
- 8) Email and contact address of party.
- 9) Technical offers Performa signed and stamped by party.
- 10) MSME registration with NSIC, other authority certificate with proper validity for quoted.
- 11) Other document if any in support of the tender.
- 12) Certification of registration of the firm.
- 13) Partnership deed if partnership firm if any.
- 14) An affidavit of ownership if proprietary firm/sole trader proprietor if any.
- 15) Authorization /resolution for signing of bid if it is limited company /any partnership firm if any.
- 16) Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.

In absence of any document required in e-tender not submitted by the party, then the participation of the party in this e-tender may be liable for rejection.

I/we accept all the terms and conditions of the Corporation/e-tender.

Signature:-

Name

Address.....

PUNJAB STATE SEEDS CORPORATION LIMITED,
KHETI BHAWAN, 4TH FLOOR, S.A.S NAGAR, MOHALI

SCHEDULE -A

| Sr.No | Packing Material | Size | Capacity | Specification |
|-------|---------------------------|---------|----------|--|
| 1 | Anti skid HDPE woven bags | 55x85cm | 40kg | Size 55x85cm, Weight 110-120g, Mesh 11 x 11 Denier 1000, Strength 90kgf, Bottom seam 33kgf, bottom double fold double stitched reverse making up to 4 layer of fabric , top hemmed up to 6 colour printing in flexo machine. |

Schedule 'B

PUNJAB STATE SEEDS CORPORATION LIMITED,
KHETI BHAWAN, 4th floor, S.A.S NAGAR, MOHALI

DUE DATE:
TIME

| Schedule 'B | | | | | | |
|--|------------------------|----------------------|------|--|-----------------|----------------------------|
| NAME OF ITEM | SPECIFICATIONS | QUANTITY REQUIRED | Unit | RATE PER BAG, FOR INCLUDING ALL TYPE OF TAXES, LEVIES, AND GST (RS.) | Total Amount | Total Amount in Word |
| Anti skid HDPE woven bags (Size 55x85cm) | As per Schedule 'A' | 5,00,000 | Nos. | | | |

PUNJAB STATE SEEDS CORPORATION LIMITED
KHETI BHAWAN ,4TH FLOOR, PHASE-6,S.A.S NAGAR, MOHALI.
Mail Id :PUNSEED.chd@punjab.gov.in
CIN U01122CH1976PLC003640

E-TENDER FOR PURCHASE ANTI-SKID HDPE WOVEN BAGS (40kg.) AND B.TWILL
GUNNY BAGS (50KG.)

Punjab State Seeds Corporation Limited invites **SEPARATE** e-tenders for supply of 5,00,000 (five lacs) anti-skid HDPE woven bags for 40kg. packing and 1,00,000 (one lacs) B.Twill Gunny bags for 50kg. packing from different suppliers in India to different destinations of Punseed offices in the state of Punjab in single stage two cover system as per the details given below.

E.Tender will be received and opened in two cover system as under :-

| Sr.No | Particulars | Date |
|-------|---|---|
| 1. | Date of applying and submission of e-tender | 02.03.2024 at 12.00AM to 26.03.2024 at 10.00AM |
| 2. | Date of opening of Technical Bid | 27.03.2024 at 10.00AM |
| 3. | Date of opening of Financial Bid | After opening and evaluation of Technical Bid |
| 4. | Tender Form Fee | Rs 1000/- (Through online mode only)Rs. one Thousand only. |
| 5. | Earnest Money for 5,00,000 anti skid woven bags of (40kg.) | Rs. 2,00,000/- (Through online mode only) |
| 6. | Earnest Money for 1,00,000 B.Twill Gunny bags of (50kg.) | Rs. 1,00,000/- (Through online mode only) |
| 7. | Date of receiving of samples | 21.03.2024 upto 4.00PM |

For more details regarding E-tender notice, terms & conditions and specification and corrigendum if any etc. website <https://eproc.punjab.gov.in> and official website of the Corporation www.punseed.com may be accessed. For any information/problem Contact Phone No. 0172-2970592.

Managing Director