TERMS & CONDITIONS FOR POLY PALLETS (TYPE-A)

1. **Specifications:** The Poly Pallets (TYPE-A) shall be flat, non expandable single deck general purpose type and confirming to IS:13664:1993 with up to date amendments for Type A pallets. When placed on horizontal flat surface the poly pallets shall rest evenly the bearing surface shall be flat and horizontal.

2. **Total Quantity :** 1,46,100 (Food = 95,700+ HSWC= 20,400+ HAFED= 30,000)

3. **Dimension:**
   Length: 1500mm+/-5mm
   Width:760mm+/-5mm
   Height: 125mm+/-5mm
   Weight: 22 Kgs+1.5Kgs-0 Kg

4. **Dimension and cross sectional details of members:**
   Top member: It shall be made up of a 40mm X 40mm hollow section of LDPE reinforced with a 20mmX1.0mm hollow section of steel.
   Bottom member: It shall be made up of a solid rail section of LDPE.
   Connecting member: It shall be made up of 20 mm diameter hollow section of LDPE reinforced with a 6 mm diameter mild steel bar.
   Spacer: It shall be made up of a 24 mm diameter hollow section of LDPE with hold diameter of 20 mm to be used as a sleeve on the connecting member for providing equidistant spacing to the bottom members in the assemble poly pallets.

4. IMPORTANT CONDITIONS

Warranty:- The supplier shall give a guarantee to Indenting Deptt. of 3 year that the poly pallets conform to the above mentioned specifications and in case, it is found that the same do not conform to specifications at any stage within this period on testing from any Govt./NABL Labs to be decided by the Indenting Deptt. the poly pallets manufactured/delivered would be rejected and supplier is bound to replace the same with correct material within 10 days from the issuance of the letter, otherwise the losses shall be recovered from the suppliers.

i) **MARKA**:-The manufacturer will stamp its details on each poly pallet i.e. a) Name of the manufacturer b) Lot Number c) Gross weight d) Net weight e) Month and year of manufacture f) Identification mark g) Lot number h) BIS License Number (copy).

ii) **COLOUR OF POLY PALLETS**:- Black/Blue.

iii) **INSPECTIO**N:- The inspection will be conducted by the inspection committee to be constituted by the Indenting Department/consignee in the premises of the manufacture before delivery of the material.

iv) **SAMPLING**:- One sample will be drawn from each lot of 500 Poly Pallets as per BIS specifications. The sample so drawn shall be got tested from the govt. approved laboratory as per IS 13664: 1993 specifications at the cost of supplier and can be got tested even on urgent basis.

v) The bidder should submit atleast one sample at the time of submission of bid.

vi) The suppliers are required to certify in their bill that rates being charged by them are their Special Rates applicable to all the Govt. Departments/Semi-Government institutions in the country and are not higher to those they have quoted/charged from any person/institutions/Govt. offices in India including Director, General Supplies & Disposals, New Delhi/FCI/CWC during the corresponding period and in case any difference is found at any subsequent stage, they shall refund the same. In case of decrease in rates, taxes, duties, the contractors shall be under contractual obligations to reduce their rates correspondingly.

vii) **TESTING**: The testing of the material will be got done from any Government approved lab which will be decided by the Inspecting Team/Indenting Deptt. before the dispatch of bulk supplies in case order is placed. The testing charges will be borne by the supplier.

ix) The Rate should be quoted on F.O.R. Destination basis anywhere in Haryana at Supplier's risk.

x) The tenderers to quote shortest delivery period on per month basis. The tenderers shall commit to supply a minimum of 20,000 poly pallets per month otherwise shall not be considered and shall be rejected straightway without giving any opportunity.

xi) The firms are required to mention bifurcation of their rates showing the detail of basic rates, GST, duties etc.

xii) The quantity of store may be increased or decreased.

5. <u>Eligibility Criteria:-</u>

(i) Only manufacturer can participate in the tender.

(ii) Bidders should have executed the orders of the Poly Pallets successfully to any State govt./Central agency in the business of storage has supplied at least 20,000 poly pallets in one financial year out of the last three financial years i.e. 2023-24, 2024-25 and 2025-26.

(iii) A certificate for satisfactory supply of the material to the any State/Central Government agencies should be furnished.

(iv) A firm should offer at least 20,000 poly pallets and there is no upper limit.

(v) **Average annual financial turnover:-**

Turnover:- Bidders are required to attach last three years ending 31st March of the previous financial year i.e. 2023-24, 2024-25 and 2025-26 turnover certificate duly certified by CA with UDIN No. and minimum average turnover related to manufacturing/Sale/Supply of poly pallets.

It should be as per following table:-

Sr, No.	No. of Poly Pallets offered	Required Average turnover
1	**20,000**	**Rs. 1.25 Crore**
2	**>20,000 to<25,000**	**Rs. 1.50 Crore**
3	**>25,000 to< 30,000**	**Rs. 1.75 Crore**
4	**>30,000**	**Rs. 2.00 Crore**

Further, exemption in respect of Past Performance & Experience as part of Qualifying Requirements of the tender subject to fulfilment of conditions in eligibility criteria shall apply as per Haryana based MSME notification No. 2/3/2018-4I B II dated 13.08.2021 issued by Industries & Commerce Department, Haryana or with latest amendment for exemption of EMD/ turnover/experience/ Bank Guarantee.

(vi) No blacklisted firm or blacklisted partner, director or proprietor in the bidding firm is allowed to participate.

6. Delivery Period:- Period of Supply Percentage(%):- (i) 40% of the total supply order within 1st month of getting the supply order, (ii) 40% of the total supply order within 2nd month of getting the supply order, (iii) 20% of the total supply order within 3rd month of getting the supply order.

7. Payment:-90% payment will be made within 30 days against physical delivery of inspected/accepted goods duly supported with satisfactory inspection note and 10% payment will be made after satisfactory lab test report of correct goods at Consignee's site. The Indenting Departments would have option to release payments in RTGS/Electronics mode also.

8. Validity:- Rate contract valid upto two year.

9. F.O.R.: The delivery of poly pallets shall be anywhere in Haryana at Consignee's site at supplier's risk.

10. Earnest Money Deposit (EMD):- Bidders are required to submit earnest money deposit of Rs. 5,00,000/- (Rupees Five Lakhs Only) in favour of Director General, Food Civil Supplies & Consumer Affairs in the form of Demand Draft. Demand Draft should be submitted in the office of Director General Food, Civil Supplies and Consumer Affairs Department Haryana, 2nd Floor, 30 Bays Building, Sector-17-C Chandigarh within 24 hours after closing of bid in original and attach photo copy of Demand Draft with bid

documents. Exemption of payment of EMD will be applicable as per Haryana Govt. notification No. 2/3/2018-41 B II dated 13.08.2021 issued by Industries & Commerce Department, Haryana.

11. **Performance Bank Guarantee (PBG)/ Fixed Deposit (FD)**:- The successful bidders shall be required to deposit PBG/FD of Rs. 25,00,000/- (Rupees twenty five lakhs) duly pledged in favour of Director General, Food Civil Supplies & Consumer Affairs Department, Haryana, valid for 12 months, within 7 working days of acceptance of final order. For availing concession for Haryana based MSME, provision as per notification No. 2/3/2018-41 B II dated 13.08.2021 issued by Industries & Commerce Department, Haryana shall be applicable.

12. The bidder shall submit a certificate that the bidder is not blacklisted/debarred from any State/Central agency/PSUs.

13. **Jurisdiction:** All disputes will be settled within the jurisdiction at Chandigarh.

14. Bidder is/are not entitled to participate in the Bid if the same has been blacklisted/debarred for whatsoever so reason.

15. In case, the successful bidder fails to supply the poly pallets as per the delivery schedule mentioned in the tender document. The consignee will have all rights to accept the delivery or not as per his requirement. However in case, the delay delivery is accepted the same shall be subject to penalty for delay @ 2% per week or part of the week of delayed period on delayed quantity and the re-estimated damages shall not exceed 10% of the contract value without any controversy/dispute of any sort whatsoever.

16. Poly pallets received which are not in conformity with the specifications will be rejected. In case of rejection of the poly pallets, the supplier will replace the same within 10 days from the date of intimation. Late delivery charges/penalty clause will be applicable for rejected quantity if the same is not delivered within 10 days. Further the supplier will indemnify the buyer/SPA for any loss suffered due to supply of sub-standard/ non-standard material and second time lab testing charges for testing the same will be borne by the supplier himself.

17. Director General, Food Civil Supplies and Consumer Affairs Department, Haryana reserves the right to increase or decrease or cancel the quantity of Poly Pallets in the supply orders to various firms considering the requirement of SPAs. The delivery destinations may be changed or added/deleted as per the requirement without any additional transportation charges during pendency of the contract.

18. **SUBLETING**: The contractor shall not sublet, transfer or assign the Contract, or any part thereof. In case of subletting, the tender shall be summarily rejected and security Deposit shall be forfeited, without prejudice to any rights and remedies the department may have under the Contract and Law.

19. **Arbitration:** The disputes if any, arising between the supplier and the Food, Civil Supplies and Consumer Affairs Department/ Procurement Agencies shall be resolved amicably, failing which it shall be referred to Arbitrator appointed by the Food, Civil Supplies and Consumer Affairs Department /Procurement Agencies as per the relevant provisions under Arbitration and Conciliation Act, 1996 and his decision shall be binding on both the parties. The civil court shall have no jurisdiction in case of dispute between the parties.

20. **Force Majeure:** Neither the supplier nor the purchase shall be held responsible for delay or failure in the performance of obligations under this contract if such delay or failure arises due to event beyond their reasonable control. Such events include but are not limited to natural calamities (flood, earthquake, cyclone), fire, war, riots, strikes, lockouts, epidemic/pandemic, government restriction, transportation disruption, or any other unforeseen circumstances.
