

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDERING

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 certified Authority of India.
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, supporteproc@nic.in
3. No physical submission of Technical and price/financial 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 tenderer is mandatorily required to submit/upload 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.
7. The Technical bids shall be opened on 17.10.2023 at 2:00 PM in the Conference Room, First Floor, Anaaj Bhawan, SECTOR 39-C, CHANDIGARH. The date and time for the opening of financial bids will be notified online only to the Technically Eligible Bidders.
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, 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 of Government of Punjab only.

Important dates in Chronological order

1	Date of publication of Notice inviting e-Tender in Newspapers	10.10.2023
2	Date of availability of MTF on website	10:00 AM on 10.10.2023
3	Date, time and place for Pre-Bid meeting	12.10.2023, 11:00 A.M, Conference Room, Anaaj Bhawan, Sector-39 C, Chandigarh.
4	Tender Submission Last Date and Time	11.00 AM on 17.10.2023
5	Date and time of Opening of Technical Bid	2.00 PM on 17.10.2023
6	Date and time of Opening of Financial Bid	Will be notified online to technically qualified bidders
7	Validity of E-tender	30 Days
8	Name and Designation of Authority Inviting E-tender	Managing Director, PUNGRAIN

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

NOTICE INVITING TENDER

e-Tender for sale of Damaged Wheat Unfit For Human Consumption

Short e-Tender under two bid system is invited online from parties registered with Department of Food, Civil Supplies & Consumer Affairs, Punjab/Food Corporation of India for the sale of approx. 92.51 MT damaged wheat (Unfit for human consumption) of PUNGRAIN lying at various storage centers in the State of Punjab on "AS IS WHERE IS BASIS". Bids can be downloaded on payment of Rs. 5000/- only & can be submitted from 10:00 A.M. on 10.10.2023 till 11.00 A.M. on 17.10.2023 through e-Procurement portal of the Government of Punjab i.e. <https://eproc.punjab.gov.in>. Technical Bids will be opened at 2.00 P.M. on 17.10.2023. 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 tender without assigning any reason thereof.

Managing Director,
PUNGRAIN

INVITATION TO BIDDERS

Price Rs. 5000/- (Non-refundable)

From

Managing Director
Pungrain
Chandigarh.

To

Sir/Ma'am,

Managing Director, Punjab Grain Procurement Corporation Ltd. (PUNGRAIN), Chandigarh invites e-Tenders for the disposal/sale of damaged wheat declared fit for Feed Gr.I/Feed Gr.II/Feed Gr.III/Industrial/Manure use as detailed in Appendix 'C' attached herewith, lying at various centers on 'AS IS WHERE IS BASIS.' The instructions to be followed for submitting the tender are set out below:

1- THE TERMS AND CONDITIONS:

The terms and conditions governing the sale are given in Appendix 'A' attached herewith. Each tenderer may quote rate for one or more lots as given in Appendix 'C'. Conditional Bids will be out rightly rejected.

2- TENDER FEE (NON-REFUNDABLE)

A tender fee (Non-refundable) of Rs 5,000/- only (Rs Five thousand only) 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 for each tender as stipulated in Appendix 'C', which will be **retained as** Security Deposit, as per tender terms and conditions. The Earnest Money of all unsuccessful tenderers will be refunded after finalization of the tender. However, no interest shall be payable on the EMD in Security Deposit.

3- SAMPLE OF STOCKS:

The stocks may be inspected by the intending tenderers at the godown/ plinth on any working day, from where the delivery of the stocks shall be given.

4- SIGNING OF TENDER:

Person signing the tender should state in what capacity he/she is signing the tender i.e. Sole Proprietor/ partner of a firm, or as Secretary, Managing Director, etc. of a limited company/ Individual owner/ HUF or society. In case of partnership Firm, either **the tender must be signed by all the partners and attested partnership deed be enclosed with the tender or the person participating in the tender shall be authorized by the remaining partners and he must attach Power of Attorney executed in his/her favour by all the partners, to this effect.**

In other cases, the person signing the tender form or any other documents forming part of the tender on behalf of another shall produce a proper Power of Attorney duly executed in his favour stating that he has authority to bind such other persons in all matters pertaining to the contract. If the said power of attorney is found to be forged/fake, PUNGRAIN may without prejudice to other Civil and Criminal Remedies, cancel the contract and hold the signatory liable for all the costs and damages.

In case of a limited companies, the person signing the documents must be authorized by Board of Directors to do so and shall produce a proper Power of Attorney along with copy of resolution by Board and a copy of Memorandum & Articles of Association should also be attached with the e-tender.

5- SUBMISSION OF E-TENDERS:

The parties will submit e-tender through e-tendering website <https://eproc.punjab.gov.in> along with all appendices intact duly filled and signed on each page and complete in all respects. The tenderer should also upload Appendix 'C' indicating the Lots against which EMD has been deposited by him.

Tender and/or amendments submitted after opening the tenders on the schedule date and time will not be considered. An affidavit to the effect that firm is licensed and is in running condition as a manufacturer/dealer/direct consumer of Feed-I(Animal Feed), Feed-II(Cattle Feed) and Feed-III(Poultry Feed)/ Industrial Use/Manure Use stocks from an appropriate authority should accompany the tender. Separate rates should be indicated, when there are two or more items in a tender. The competent authority has the option to accept or reject a tender for any one or more items.

In case of Govt Department/ Agencies like Agriculture colleges, Military Dairy Farms and other Municipal or Co-operative Dairy Farms manufacturing cattle feed or poultry feed shall submit certificates/ documents regarding proof of having feed manufacturing facilities as mentioned in Appendix-E.

6- PAYMENT OF THE COST AND TAKING DELIVERY:

The successful tenderer after acceptance of his/her tender will be required to deposit cost of damaged wheat and all applicable taxes with District Manager of PUNGRAIN within the stipulated period indicated in the tender and to remove/ lift the stocks within the specified time of the issue of release order or such period as may be decided by the Managing Director of the PUNGRAIN.

7- ACCEPTANCE OF TENDER:

PUNGRAIN reserves the right to accept or reject without assigning any reasons, any tender and when there are two or more items in a tender to accept or reject the tender for any one or more items.

Manager (Storage)
For Managing Director, PUNGRAIN

Appendix -A

**TERMS AND CONDITIONS FOR THE SALE OF DAMAGED FOODGRAINS AND BELOW 'D'
CATEGORY WHEAT**

- A. I)** Price of Tender document: A tender fee (Non-refundable) of Rs 5000/- only (Rs. Five Thousand only) has to be paid through the online payment gateway of the e-portal at the time of submission of the tender.
- II)** Submission of Bids: Bids can be submitted w.e.f. 10:00 A.M. on 10.10.2023 till 11:00 AM on 17.10.2023 .
- B. I)** The stocks can be inspected by prospective tenderer at the godown from where the delivery of the consignment will be given.
- II)** The Firm/Buyer registered with Department of Food Civil Supplies & Consumer Affairs, Punjab/ FCI shall upload authenticated documentary evidence with regard to the existence of the manufacturing unit such as valid Industrial license, Registration Certificate etc. while participating in e tender.
- III)** PUNGRAIN shall not have any responsibility for obtaining permits from the state Govt. in favour of the buyer nor do they accept any liability for dispatching the stocks by rail in the absence of any permit.
- IV)** It will be the responsibility of the buyer to obtain necessary **permits** from the concerned authorities in case the stocks are to be moved to places outside the Zone, where they are held. Such permits shall have to be produced at the time of taking delivery.
- C.** PUNGRAIN do not guarantee to make any definite quantity or quality of damaged foodgrains and below 'D' category wheat available to the buyer.
- D.** The buyer is at liberty to quote rates/bids for any **lot. Lot numbers** for which the bids are quoted shall be **specifically** mentioned in the Technical bid proforma.
- E.** A Valid registration certificate from FCI/ Department of Food Civil Supplies & Consumer Affairs, Punjab, is mandatory for participation. An affidavit to the effect that firm is licensed and is in running condition as a manufacturer/dealer/direct consumer of Feed-I(Animal Feed), Feed-II(Cattle Feed) and Feed-III(Poultry Feed)/ Industrial Use/Manure Use stocks from an appropriate authority should accompany the tender.
- F.** PUNGRAIN reserves the right to accept or reject without assigning any reason, the highest or any tender. All tenders shall be irrevocable and remain open for acceptance for a period of one month from the date of opening tenders. If the said date is declared to be holiday for Pungrain office, the tender shall be deemed to remain open for acceptance on the following working day. The Managing Director, PUNGRAIN will have the discretion to extend this date by another fifteen days.
- G. i)** The tenderer shall pay earnest money to the PUNGRAIN through online mode, for the due performance of stipulations to keep the offer open as calculated in Appendix 'C'. Tenders not accompanied by the required amount of earnest money are liable to be rejected summarily. The Earnest money paid will be liable for forfeiture if the tenderer after submitting his tender, does not keep his offer open or modifies the terms and conditions thereof in a manner not acceptable to the PUNGRAIN, it being understood that tender documents have been issued to him and he is being permitted to tender in consideration of his agreement of this stipulation. Subject as aforesaid the Earnest money of all unsuccessful Tenderer will be refunded but the PUNGRAIN shall not be liable to pay any interest thereon.
- ii)** The earnest money of successful tenders will be retained as security deposit for due performance of the contract and it would be adjusted against all losses, costs and expenses incurred by the PUNGRAIN, in case the tenderers/tenderer either resile/ resiles from their/his/her offer or violate/violates the terms of the contract. The

security deposit will be refunded on the completion of the contract but PUNGRAIN shall not be liable to pay any interest thereon.

- iii) a) If the tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for PUNGRAIN to adjust in its absolute discretion the EMD/security deposit furnished by the tenderer either in whole or any part thereof, towards the satisfaction of any sum due to be claimed from the tenderer for any damage, losses, charges, expenses or costs that PUNGRAIN may have suffered or incurred. The decision of the MD PUNGRAIN, in this respect shall be final and binding on the tenderer.
- b) In the event of Earnest money deposit/security deposit being insufficient or if such security deposit has been wholly adjusted, the balance or the total sum recoverable, as the case may be, shall be deducted from the sum then due or which may become due at any time thereafter to the tenderer under this or any other contract with PUNGRAIN. Should that sum also be not sufficient to cover the full amount recoverable, the tenderer shall pay to the PUNGRAIN on demand the balance due.
- c) Same as aforesaid, if the tenderer duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the PUNGRAIN shall refund the security deposit without interest to the tenderer 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 the PUNGRAIN is entitled to recover from the tenderers.
- d) a) Bidder quoting the highest rate for a particular lot of damage wheat will be declared as H1 for that particular lot only.
 b) If H1 bidder resiles from its offer, then sale order can be issued to H2 bidder for that particular lot. In that case, earnest money of H1 bidder for that particular lot only, shall be liable to be forfeited by PUNGRAIN.
 c) If more than one bidder are found as H1 for a particular lot, then quantity of that particular lot, will be divided equally amongst all H1 bidders.
 d) Price of damaged wheat will be payable on the Gross weight and will include the cost of the gunny bags. All taxes applicable and other charges of any nature whatsoever leviable by any authority shall be payable by the buyer in addition to the price offered.
- e) I) The total price calculated on the declared quantity in each lot on the basis of accepted rates shall be paid together with taxes, if any, within stipulated time in the communication of acceptance of tender issued (either by letter/e-mail) by the competent authority of the PUNGRAIN. The amount will be paid by the buyer in the form of Bank Draft/NEFT/RTGS obtained in favour of the respective District Manager of the PUNGRAIN within the stipulated time. Delivery order will be issued by D.M., Pungrain or an officer acting on his behalf **after the receipt of advance payment against the Lot/ stack.**
- II) In the event of failure to complete the payment within the specified time, the PUNGRAIN shall have the option to adjust all losses incurred by the Corporation from the Earnest money converted into security deposit in full and resell the stocks and would also recover from the firm the loss suffered by the PUNGRAIN as a result of the resale of the stocks at the risk and cost of the original buyer. Any saving or profit on resale as aforesaid shall be exclusively to the account of the PUNGRAIN. It is further clarified that if the tenderer modifies or withdraws his tender before acceptance by PUNGRAIN, his Earnest money deposit is liable to be forfeited.

III) At the time of giving delivery if there is shortfall in the declared quantity, proportionate refund to the buyer will be allowed on presentation of **claims mentioning relevant details**. If on the other hand there is found to be an excess, proportionate additional payment shall be made by the buyer in the same manner as referred to above, within seven days from the date of intimation to that effect by the District Manager of the Pungrain, or any officer acting on his behalf.

- H. The damaged wheat stocks are sold in the same condition as they lie on "AS IS WHERE IS BASIS". Wheat stocks shall be removed/**lifted** by the buyer within a period stipulated in the release order issued by PUNGRAIN, with all the defects, if any, and notwithstanding any error or mis-statements of description, measurement, quantity, weight, enumeration or otherwise and without any objection on the part of the buyer and no claim shall lie against PUNGRAIN for compensation nor shall any allowance be made on account of such faults, mis-statements or errors although the same may be of such considerable nature, particularly when the description of damaged foodgrains may be identical or similar to the description of same goods in some previous sale by tender and no reliance should be placed on any such description.

The buyer should satisfy thoroughly as to what is offered for sale before submitting his tender and may inspect damaged stocks prior to tendering and shall be deemed (whether or not such inspection shall have in fact taken place) to have taken notice of all defects and faults and any error, any mis-statement as aforesaid which he might have discovered on inspection shall not be entitled to any compensation account thereof.

The buyers of this contract are neither entitled to claim nor recover any compensation from PUNGRAIN by way of damage or other-wise, if the damaged stocks sold are not available by reasons of not being at the specified place. The PUNGRAIN reserve the right to withdraw from the sale any lot/lots included in the tender prior to the acceptance of any offer for such lot/lots without assigning any reasons.

- I. The buyer will make his own arrangement for lifting of the entire stock and transport; and will not be entitled to claim any facility or assistance for transport from the PUNGRAIN. The buyer will be responsible for subsequent handling including stacking of bags in the trucks/wagons.
- J. Should the original buyer wish to take delivery of the damaged stocks purchased through a representative, he must authorize the latter by a letter of authority which shall be presented to the officer in whose charge the store is held. Such officer may in his entire discretion decline to act on any such authority and it shall be in all such cases, the responsibility of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and risk and no claim shall lie against the PUNGRAIN, on any account what-so-ever if delivery is affected to wrong persons.
- K. The stocks shall be weighed under PUNGRAIN arrangements and delivery will be by gross weight. The weighment sheets shall be prepared in triplicate and be signed by the buyer or his representative and an officer of PUNGRAIN. The weighment will be on the basis of 100% of both the standardized and non-standardized bags. The cost of weighment is to be borne by the buyer in addition to the price paid for the damaged grains.
- L. The stocks sold to a buyer shall from the date of acceptance of this tender be at his risk and PUNGRAIN shall not be responsible for the safe custody or preservation thereof.

M. The stocks sold will be removed/ **lifted** by the buyer from the site of accumulation within a period stipulated in the release order issued by PUNGRAIN. If the stocks sold are not removed/ lifted within the time specified or delivery is not taken at the time of date given in the release order, PUNGRAIN may re-sale the stocks at the buyer's risk & cost **and the security deposit furnished by him shall be forfeited. The proceedings for blacklisting of the license of the tenderer shall be initiated and his license will be recommended for cancellation to the Department of Food and Supplies, Punjab/ FCI.** Delivery would be given only during the working hours on all working days on presentation by the buyer to the stocks holder of the copy of Release/delivery order issued by the District Manager of PUNGRAIN or an officer authorized by him. Without prejudice of the right to resale, the PUNGRAIN may at their option permit the buyer to remove/ lift on payment in advance of aforesaid charges on account of storage space from the date following the last date of the free period delivery given in the release order, the said consignment or any part thereof remaining uncleared within the extended period.

The PUNGRAIN reserves the right to extend the period of delivery of release order and the buyer shall not be entitled to any compensation for such extension of the free period of delivery.

- N. i)** An express condition of sale is that the stocks of damaged food grains shall be used only for the purpose as indicated in the tender viz:
- a) Fit for Animal Feed - Feed Gr.I category
 - b) Fit for Cattle Feed- Feed Gr.II category
 - c) Fit for Poultry Feed - Feed Gr.III category
 - d) Fit for Industrial Use/ inedible starch - Industrial Use category.
 - e) Fit for use as Manure only – Manure category.

As per the instructions of FCI, the stocks declared fit for DUMPING, in the first instance, shall be offered to the parties registered for use of stock as 'MANURE'. Thus, the wheat stocks which have been categorized by FCI/DCC under Dumping category are being offered to be used as 'Manure' only. The Parties registered for the use of Manure can bid for the stocks declared fit for Dumping.

It is absolutely necessary that the buyer of any particular category of stocks shall use the same only for the purpose indicated and shall make no attempt whatsoever for adulteration or misuse of the stocks.

PUNGRAIN will take a serious view of any breach of these conditions of sale. It will also not be open to buyer to question the categorization of the stocks as shown in the tender.

- ii)** The buyer shall tender full account of the damaged stocks purchased to District Manager of the PUNGRAIN in order to ensure proper performance of the contract. In this regard, the PUNGRAIN reserve the right to inspect the premises of factory of the buyer and where the food grains are stacked or processed without any notice to the buyer and the buyer shall be bound to provide necessary facilities for such inspection to the officials of the State Government or PUNGRAIN.
- iii)** Damaged food grains sold for manufacture of inedible starch shall necessarily be utilized for that purpose only in the buyer's own factory and in no case shall be sold, transferred or used for any other purpose, whatsoever. The buyer shall give full information about the movement of such grains from PUNGRAIN to the place of utilization/manufacture/processing etc. to the concerned District Manager of PUNGRAIN as well as the District collector for exercising proper Vigilance over their movements and proper utilization thereof. Account of sale of finished products from such stocks shall also be rendered to the MD, PUNGRAIN.

- iv) The stocks of categories mentioned in (a), (b), (c) and (d) of sub-clause (N) thereof when sold to a direct consumer or to a manufacturer shall be processed only in the buyer's premises/factory/plant/machine.
- Failure on the part of the buyer to render full and satisfactory accounts of utilization of the damaged stocks will constitute a breach of the contract and in such an event the security deposit furnished by the buyer shall be forfeited without prejudice to the right of the PUNGRAIN to initiate legal proceeding both Civil & Criminal, against the buyer **including blacklisting the buyer.**
- O. The buyer shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of the PUNGRAIN.
- P. The person signing the tender form or any other documents forming part of the tender on behalf of another, shall produce a proper power of Attorney duly executed in his favour stating that he has authority to bind such other person in all matters pertaining to the contract.
- Q. The tenderer will be fully responsible as per undertaking given by him in clause 12 of Appendix-B which says that the stocks will be strictly used for the manufacture of Feed-I (Animal feed)/ Feed-II (Cattle Feed)/ Feed-III (Poultry Feed)/ Industrial Use (Starch)/ Manure for which this food grains is being purchased. In case the stocks are used for other than the intended purpose or if the tenderer failed to render full and satisfactory account of utilization of the damaged stocks, in such an event the security deposit furnished by him shall be forfeited. **The proceedings for blacklisting of the license of the tenderer shall be initiated and his license will be recommended for cancellation to the Department of Food and Supplies, Punjab/ FCI.**
- R. Reserve Price: As per the revised/ modified instructions communicated by Ministry of Food vide letter No.8-10/2004-IV dated 08/7/2014 regarding disposal of damaged foodgrains, reserve price for tender for sale of damaged wheat shall be as under:-

Sr. NO.	Category	Reserve Price
1	Feed-I	60% of MSP of the crop year of wheat
2	Feed-II	50% of MSP of the crop year of wheat
3	Feed-III	40% of MSP of the crop year of wheat
4	Industrial Use	30% of MSP of the crop year of wheat
5	Manure	10% of MSP of the crop year of wheat
6	Dumping*	10% of MSP of the crop year of wheat

* As per latest instructions from FCI, the reserve price for Dumping category of damaged wheat will be same as that of Manure category damaged wheat.

MSP in Rupees per Quintal for different crop years	
2021-22	1975/-
2022-23	2015/-
2023-24	2125/-

- S. Delivery period:- The storage charges will be levied with reference to the date of release order and that for the belated payment with reference to the date of acceptance of letter.
- T. All disputes arising out from this contract shall be subject to jurisdiction of Chandigarh Courts.

Manager (Storage)
For Managing Director, PUNGRAIN

Signature of the Tenderer
With complete address

OFFER LETTER / TECHNICAL BID

From

M/S _____

To

The Managing Director,
Pungrain, Chandigarh.

Dear Sir,

1. I/We hereby offer to purchase from the PUNGRAIN the damaged wheat unfit for human consumption as per details in Appendix 'C' or such portion thereof as you may specify in the acceptance of tender at the price quoted in Financial Bid and agree to hold this offer open upto and inclusive of(date). I/We shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/We have thoroughly examined and understood the terms and condition of the tender at Appendix 'A', issued by PUNGRAIN in connection with this notice. I/We shall be bound by the terms of both these documents.
3. I / We have transferred through online mode a sum of Rs. _____ in favour of Managing Director, PUNGRAIN as Earnest Money to be adjusted against security deposit on acceptance of my/ our offer. I/ we agree to deposit the balance cost & all taxes applicable in the tender.

4. My/Our particulars are as follow:

i)	Name (with name of Father in case of an individual):	
ii)	Business Name:	
iii)	Constitution of the Firm, i.e. As Registered under the Indian Partnership Act.	
iv)	Name of Seal under which it is registered.	
v)	Place and date of Registration:	
vi)	Name and Address of all partners and the extent of their shares	
	In case of Co-operative Society:	
	1. No. & date of Registration Certificate:	
	2. Attach a copy of resolution of the a. Society authorizing this transaction:	
vii)	Correspondence Address	
viii)	E-mail Address	
ix)	Business Telephone, Mobile Number	

5. I/We hereby offer to purchase from the PUNGRAIN and to take delivery of damaged foodgrains as per terms and conditions laid down in the instructions to the tenderers and issued in Appendix 'A' for the quantities of damaged foodgrains at the price(s) shown against lot as given and subject to the conditions governing such purchase as

stipulated by The Managing Director PUNGRAIN in the documents mentioned above which I/We have read and understood and agree to abide by them.

6. The Goods and Services Tax, if any, on this sale shall be paid by me/us in addition to the price offered as applicable.
7. I/We agree to hold the offer open upto and inclusive of(Date) and if the said date be declared to be holiday for PUNGRAIN till the next following working day and shall be bound by the communication of acceptance dispatched within this time. I/We further undertake that this offer shall not be retracted or withdrawn by me/us hereafter.
8. I/We hereby declare that the entries made in this tender form are correct to the best of my/our knowledge and I/we shall be bound by the Act of my/our constituted Attorney, Shriwhose signature is appended hereto in the space specified for the purpose and if any other person who in future may be appointed by me/us in his status to carry on the business of the concern, whether an intimation of such change is given to the Pungrain or not.
9. Acceptance of this tender by The Managing Director of the PUNGRAIN or by an officer authorized by him shall constitute a valid and legal contract between me/us and the PUNGRAIN. No execution of a separate deed would be necessary.
10. I/we am/are prepared to offer facilities for the inspection of the factory to the Managing Director/District Manager of the PUNGRAIN or an officer deputed by him/office of Food Department, Government of India/Officer of the State Government. I/we will provide complete utilization details to District Manager concerned.
11. List of Documents enclosed.
 - i) _____
 - ii) _____
 - iii) _____
 - iv) _____
 - v) _____
 - vi) _____
 - vii) _____
 - viii) _____
12. I/We hereby give an undertaking that the stocks will be strictly used for the manufacture of Feed-I (Animal Feed)/Feed-II (Cattle Feed)/Feed-III (Poultry Feed)/ Industrial Use (Starch)/Manure for which this food grains is being purchased. I/we undertake that in case the stocks are used for other than the intended purpose or if I/we failed to render full and satisfactory accounts of utilization of the damage stocks, in such an event the security deposit furnished by me/us shall be forfeited by PUNGRAIN.
13. I/We hereby declare that we will abide by the terms and conditions governing the sale of this damaged food grains as laid down by the PUNGRAIN.
14. I/We confirm that person(s) who has/have signed below has/ have the authority to sign the tender and given the above offer on behalf of M/s.....

Yours faithfully,

(Signature (s) of Tenderer(s)
 Indicating capacity in which the
 Signatory is/are signing.)

Signature of constituted Attorney

Place:

Date:

APPENDIX-'D'

TENDER NO.				DATE		
DETAILS OF QUANTITIES OF DAMAGED FOOD GRAINS ALREADY PURCHASED BY THE TENDERER <u>DURING THE CALENDER YEAR</u> FROM STOCKS UNDER CONTROL OF FOOD CORPORATION OF INDIA/ PUNGRAIN						
ANNUAL REQUIRMENT AS MENTIONED IN THE REGISTRATION LETTER						
Tender No & Date	Commodity	Category of stocks	Release of stocks	Release order No & date	Quantity actually lifted	Location of Stocks
1	2	3	4	5	6	7
NOTE: QUANTITY LIFTED SO FAR SHOULD BE INDICATED SEPARATELY						

SIGNATURE OF TENDERER /TENDERERS

With Rubber Stamp

APPENDIX -E

Proof of eligibility for the Govt Department/ Agencies for participation in tender for sale of damaged wheat to be submitted along with e-Tender.

1. Certificate from District Veterinary Officer/ District Revenuer Officer regarding Feed manufacturing with capacity
2. Dairy Development registration certificate
3. Latest Income Tax Return
4. Latest Electricity Bill paid receipt of the Industrial Unit
5. GST number
6. Address of the Office and contact details

(Specimen-1 of the Affidavits for use of damaged wheat for non-human consumption)**AFFIDAVIT****(To be attested by Notary/ Executive Magistrate)**

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

1. That I am the sole Proprietor/ authorized signatory of M/s
2. That my firm wants to purchase damaged wheat from PUNGRAIN, Chandigarh against e-Tender no. Dated
3. That my/our firm is licensed and is in running condition as a manufacturer/dealer/direct consumer of Feed-I(Animal Feed), Feed-II(Cattle Feed) and Feed-III(Poultry Feed)/ Industrial Use/Manure Use stocks.
4. The stocks thus purchased will not be recycled for human consumption and shall only be used for the purpose as per the categorization report in each case. The stock as categorized shall be processed for the purpose indicated and no attempt shall be made, whatsoever, for adulteration or misuse of the stocks. The stocks as categorized shall be processed in my firm's premises/ factory/ plant only.
5. That my firm shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN, from time to time.

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

(Specimen-2 of the Affidavits for non-blacklisting of the Firm)**AFFIDAVIT****(To be attested by Notary/ Executive Magistrate)**

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

1. That I am the sole Proprietor/ authorized partner/ signatory of M/s
2. That my firm wants to purchase damaged wheat from PUNGRAIN, Chandigarh against e-Tender dated.....
3. That neither my firm/ Cooperative Society nor any of the partners/ Directors has ever been blacklisted by any Central/State Ministry, Department, Government or Semi Government or Cooperative Organization/ Corporation/Establishment.
4. That my firm/ Cooperative Society shall abide by the Terms & Conditions of the tender as laid down by the PUNGRAIN, from time to time,

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

Check list/ List of documents to be uploaded

S. No.	Particulars	Yes/ No
1.	Self-attested copy of proof regarding registration with Department of Food Civil Supplies & Consumer Affairs, Punjab/FCI (scanned copy to be uploaded)	
2.	Affidavit (As per Specimen-1 duly attested by Notary/ Executive Magistrate that firm is licensed and is in running condition and the damaged wheat so allotted will not be used for human consumption (scanned copy to be uploaded)	
3.	Affidavit (As per Specimen-2) duly attested by Notary/ Executive Magistrate that firm or its partners are not blacklisted by any institution-Govt. or semi govt./ Cooperative/ Corporation (scanned copy to be uploaded)	
4.	Self-attested copy of GSTIN (scanned copy to be uploaded)	
5.	Self-attested copy of PAN Card (scanned copy to be uploaded)	
6.	Proof regarding payment of 'Earnest Money & Cost of Tender Form' Deposited online.	
7.	In case of Co-operative society , copy of resolution of society authorizing transaction (scanned copy to be uploaded)	
8.	Attested copy of Partnership deed and authority letter of tender signing authority, if applicable	
9.	Complete address with PIN and Mobile No.	
10.	Appendix-A (Tender Terms & Conditions duly signed and stamped on each page)	
11.	Appendix-B (Offer letter/ Technical Bid from the party)	
12.	Appendix-C (Indicating the Lots against which EMD has been deposited by the Tenderer)	
13.	Appendix-D (Certificate of damaged wheat lifted during the year, signed & stamped)	
14.	Appendix-E (Proof of eligibility for the Govt Department/ Agencies ONLY)	

Note:

1. The financial bid will be opened only for the parties who qualify the Technical Bid.
2. The documents should be attached in the sequence above.

Date:

Signature of Tenderer
With Rubber Stamp

APPENDIX –C

District	Name of the Centre	Name of the Plinth	crop year	Lot No.	Plinth No./ Stack No.	Quantity (in MT)	Category	Reserve Price (Per M.T)	Approx. Cost (in Rs.)	EMD to be deposited (Rs)	Please mark against the Lot for which offer is being made
Patiala	Patran	TS Manesh Open Plinth	2022-23	1	18	5.778	feed-II	10075	58213.35	5821	
Patiala	Patran	KC & Others Open Plinth	2022-23	2	8	28.80	feed-I	12090	348192	34819	
Patiala	Patran	KC & Others Open Plinth	2022-23	3	13	31.086	feed-I	12090	375829.74	37583	
Patiala	Patran	KC & Others Open Plinth	2022-23	4	30	13.186	feed-II	10075	132848.95	13285	
Moga	Baghapurana	United Open Plinth	2022-23	5	1/1	7	feed-III	10075	70525.00	7053	
Mohali	Kharar	Sanjeev Open Plinth	2023-24	6	01	6.650	Manure	2125	14131	1413	