PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)
ANAAJ BHAWAN, SECTOR 39-C, CHANDIGARH

EXPRESSION OF INTEREST

Punjab State Grains Procurement Corporation (PUNGRAIN) invites Expression of Interest (EoI) from interested manufacturers of wooden crates, who have not applied or not issued supply orders earlier against e-tender dated 12.02.2020 or EOI notice dated 21.03.2020, to supply 1,00,000 wooden crates @ Rs. 491/- per crate (inclusive of GST and other taxes and also including F.O.R for delivery to destination) to State Procuring agencies in various districts in State of Punjab till 11:00 A.M on 28-04-2020. The detailed eligibility criteria, terms and conditions, are available on the website www.foodsuppb.gov.in.

Note: Managing Director, PUNGRAIN reserves the right to accept or reject any offer without assigning any reasons. The decision of Managing Director, PUNGRAIN will be final in this regard.

Managing Director, PUNGRAIN

This offer along with all required documents is to be submitted through email at tender.stockarticles@gmail.com till 11:00 A.M on 28-04-2020.
OFFER LETTER (On letter head of the Bidder)

From

________________________________________________________

To

The Managing Director,
Punjab State Grains Procurement Corporation,
Anaaj Bhawan, Sector-39 C,
Chandigarh-160036.

Subject: Offer for supply of Wooden Crates for RMS 2020-21.

Dear Sir,

Reference your notice that appeared on Department of Food & Supplies, Punjab’s website, foodsuppb.gov.in on 25.04.2020 inviting expression of interest for supply of wooden crates.

I/We hereby offer to supply_________ (number) of Wooden Crates @ Rs. 491/- (Rupees Four hundred & ninety one only) inclusive of GST and all other taxes and also including F.O.R. for delivery to destination, which can be any station in the State of Punjab, to Pungrain/State Procurement Agencies as per the terms and conditions of this EOI (duly signed copy enclosed) and agree to abide by such conditions.

1) I/We agree to supply Wooden Crates as per the specifications mentioned in the terms and conditions of EOI.

2) Application Fee of Rs 5,000/- and Security deposit of Rs.___________ for supply of __________(number) of Wooden Crates @ Rs.50/- per crate for the total number of wooden crates offered has been deposited online in designated bank account of Managing Director, Pungrain and proof of the same is enclosed.

3) I/We shall arrange my own transport for delivering the crates to the destinations specified by Pungrain/State procurement Agencies.

4) Acceptance of this offer by Pungrain or by any officer authorized by Pungrain shall constitute valid/legal contract between me/us and Pungrain.

5) I/We further agree that in case we fail to supply the material within the stipulated period as would be given in the supply order or could not fulfill the terms and conditions of this contract, our security as whole or part thereof may be forfeited by Pungrain for which I/We shall have no objection, whatsoever, in addition to the right of Pungrain to purchase crates from other suppliers at my/our risk and cost.

6) All documents mentioned in the Check list (Annexure-III) have been attached with this offer.

7) Terms & Conditions for this EOI (Annexure-I) & Specifications (Annexure-II) duly signed on each page has also been attached.

Yours sincerely,

Date: ____________________________
Signature of the offering party/firm
with Complete Address and Seal
ANNEXURE-I

TERMS AND CONDITIONS
FOR THE PURCHASE OF WOODEN CRATES DURING RMS 2020-21

1) Eligibility: Every interested supplier shall have to fulfill the following conditions to be eligible for submitting this offer:
   i. He/ She should be a citizen of India and not less than 18 yrs. of age, if the offer is submitted as an individual/proprietor.
   ii. If the offer is submitted by any society, company or a partnership firm, it should be registered under the appropriate legislation or the rules framed there under.
   iii. The entity must possess a valid PAN number and GST registration number.
   iv. A Company, firm or individual is/are not entitled to participate in the EOI, if the same has been blacklisted or proceedings for blacklisting are under consideration by any Central Ministry/Department, State Govt./Co-operative/ PSU Board or Corporation or Local body.
   v. Parties/firms should be manufacturer/s of wooden crates and having valid license of saw mill (Arra). The license of the saw mill (Arra) should be in the name of the bidder (in case of individual/ firm/ company) or proprietor of bidding firm applying for the EOI.
   Note: As per "The Punjab Regulations of Wood Based Industries Rules, 2019" published vide notification no. G.S.R. 46/C.A.16/1927/Ss. 32, 33, 35-A, 72,76,77 and 78/2019 dated 3.12.2019, all such wood based industries or processing units which are exempted from requirement of license as mentioned in rule 7(4) shall also be eligible, provided they possess & upload the requisite registration certificate as prescribed under rule 10 of the said Rules.
   vi. The offering party/ firm should have paid the prescribed fee & Security deposit and attached all the required documents (duly signed on each page) mentioned in the Check list at Annexure III of this document.

2) Rate: Rs. 491/- (Rupees Four hundred & ninety only) inclusive of GST and all other taxes and also including F.O.R. for delivery to destination, which can be any station in the State of Punjab.

3) Quantity A minimum quantity of 10,000 and a maximum quantity of 25,000 wooden crates can be offered. However, the supply order will be issued to the eligible parties only as per the requirement only and no quantity is guaranteed.

4) Fee Each interested party/ firm will deposit/ transfer online a fee of Rs 5000/- (non refundable) in the account of Managing Director, Pungrain.

5) Security: Each interested party/ firm will deposit Security deposit @ Rs.50/- per crate for the total number of wooden crates offered which shall be paid online through RTGS/ NEFT in the account of Managing Director, Pungrain. In case of default / non-fulfillment of any of the terms &
conditions to supply the allotted quantity (ies) after placement of order, PUNGRAIN can forfeit the security in part or full and further PUNGRAIN will purchase the crates at the risk and cost of the defaulting party. Offers without security deposit / less security deposit will be rejected straight way.

6) Account details: The prescribed fee and security deposited has to be deposited online through RTGS/ NEFT in the following account

**Bank Name:** State Bank of India

**Beneficiary Name:** Managing Director, Pungrain

**Account number:** 10847616193

**IFSC code:** SBIN0011705

7) Inspection: The inspection of the crates will be carried out both at the premises/manufacturing unit of the supplier as well as at the time of receipt of crates at the destinations. The wooden crates shall be first inspected by the representative(s) of PUNGRAIN/concerned agency at the premises/ manufacturing unit of the suppliers within five days after the receipt of Inspection offer. Only the crates found to be as per prescribed specifications & passed by the Inspecting team during inspection at the premises of the supplier shall be supplied at the designated storage centre. Further, only such wooden crates which are approved at the time of inspection at the manufacturing unit and are also found to be as per specifications on inspection at the destination will be accepted. The wooden crates rejected by the consignee at the time of taking delivery will have to be replaced by the supplier within 7 days from the date of issue of the letter from the consignee, failing which PUNGRAIN/ State agency will be entitled to purchase crates at the risk of the supplier without any further reference to supplier. Pungrain/ State agency reserves the right to get the Wooden Crates tested from any specialized Govt. Agency or any Govt. Authorized Laboratory/firms for quality. In such case, the testing and other incidental charges as applicable shall be borne by the concerned supplier.

8) Delivery: Entire supply will be completed by the supplier as per following time schedule:-

100% of the total crates ordered = upto 10-05-2020

The Managing Director, PUNGRAIN/ State agency reserves the right to extend the validity of supply order(s) in case of natural calamities like heavy rains, floods, etc. OR if he/she is satisfied that the reasons for delay were beyond the control of supplier with LD charges upto 2% or even without LD charges.

9) Payment: After the F.O.R delivery of the ordered number of wooden crates as per the specifications/ terms & conditions mentioned in the work/ supply order, the supplier will submit bills within 15 days to the concerned
District Manager of the PUNGRAIN/ State agency along with the Inspection note and receipt of crates from the concerned officials indicating clearly that the crates received are as per specifications. 100% payment shall be made against physical delivery of accepted wooden crates duly supported with satisfactory inspection notes along with weight memo at destination and after receipt of complete supply order. The indenting agency would have option to release payments in RTGS/Electronics mode also.

10) Penalty:

If it is found that any party has supplied crates not as per specifications, a quality cut of Rs. 15/- per kg. for the less weight will be imposed by PUNGRAIN/ respective Agency up to a weight of 32 kg. However, if the crates supplied are found to be below 32 kg, the same shall be rejected and have to be replaced by the supplier at his own risk and cost. In all such instances, where the crates supplied by the supplier are found to be below 32 kg in weight or are found deficient w.r.t. prescribed specifications and the same are not replaced by the supplier or the supplier fails to deliver the ordered number of wooden crates in stipulated time despite giving an opportunity for replacement/ delivery as the case may be, MD Pungrain reserves the right to blacklist the supplier for a period of two years during which he shall not be eligible to participate in the tenders floated by Pungrain/ State procurement Agencies.

11) Late Delivery

(i) The delivery of wooden crates as per above time schedule is the essence of the supply order. All the suppliers shall have to adhere to the time schedule prescribed in the EOI. No delivery will be accepted after 10.05.2020 However, Managing Director, PUNGRAIN/ State agency reserves the right to extend the validity of supply order(s) in case of natural calamities like heavy rains, floods, etc. OR if he/she is satisfied that the reasons for delay were beyond the control of supplier with LD charges upto 2% or even without LD charges.

(ii) Risk purchase at the cost of supplier will be made by the PUNGRAIN/ State agency in case the supply is not made as per the time schedule or laid down specifications and terms and conditions. The difference of such cost thus incurred will be recovered from the supplier, if need be, by taking legal recourse.

12) GST Compliance:

(i) The supplier shall ensure that the invoice to be raised with Pungrain/ State agency is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits, if applicable, by Pungrain/ State agency.

(ii) This shall be ensured by the supplier that the invoice raised by him during a month is appropriately reported in the GST returns of the said month.

(iii) Pungrain/ State agency reserves the right to claim from the supplier 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 supplier.

(iv) Pungrain/ State agency shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same not intimated within a period of 90 days from the date of issue of invoice.

13) The material shall be packed very carefully as the PUNGRAIN/ State Agency shall not be responsible for any damage/loss in transit. The supplier will be bound to ensure the delivery of wooden crates at the destination in sound condition.

14) The rates quoted will remain valid for 45 days from the last date of submission of EOI and this period would be further extendable at the discretion of MD, Pungrain.

15) Security without interest will be released after three months of the completion of the supply order and after the supplier has discharged all obligations. The listing/bank charges, if any, shall also be borne by the supplier.

16) In case of any change in the constitution of the firm (whether partnership or sole proprietors), PUNGRAIN must be intimated immediately. In case of partnership, firm’s share of each partner must be indicated and a certified copy of the deed of partnership be attached with the Firm.

17) Whereas PUNGRAIN would deal only with a partner in whose name authority letter bearing signature of all other partners is appended for the signing of the relevant papers including EOI form.

18) Managing Director PUNGRAIN has the right to increase or decrease the quantity offered by the suppliers while issuing supply orders to the various interested suppliers.

19) Managing Director PUNGRAIN reserves the right to black list a supplier and forfeit his/ her deposited security, if the supplier:
   a. fails to comply with the stipulated terms and conditions for the supply of crates on the acceptance of his/ her offer.
   b. refuses or fails to supply crates as per the prescribed specifications or at the rate quoted by him/ her after acceptance of his/her offer.
   In such cases, an opportunity of hearing would be given to the supplier before black listing.

20) The supplier who has been blacklisted by any Government Agency, shall not be eligible to participate in the EOI process, during the con-currency of such blacklisting. If any supplier is found to be blacklisted at a later stage, his offer, shall be rejected. The security amount deposited by him shall be forfeited. An affidavit regarding non-black listing/ non prosecution of supplier is to be submitted as per Annexure IV.

21) Subletting of contract is not allowed under any circumstances. If any party / firm is found to have sublet the contract awarded for supply of wooden crates, that party / firm will be liable for blacklisting.

22) Managing Director, PUNGRAIN reserves the right to reject any or all the offers without assigning any reasons.
SPECIFICATIONS FOR WOODEN CRATES

1) Each dunnage piece of crate will be of 5’x3’ and will be made from Eucalyptus wood or any other hard wood duly dried and seasoned.

2) The lower members, 4”x2” in section, will be 5 in number and each will be 3’ long spaced 14-1/2” center to center. The top members will also be 5 in number and each will be 5’ long and 2-1/2” x 2” in section, spaced 8-1/2” center to center. The higher dimension of the section of each member will be vertical.

3) There shall be no joint in any of the members.

4) The dunnage shall be properly nailed with, sufficient number of nails to the frame reasonably rigid with proper fit. There shall be at least two nails at each corner joint and one at every other joint. No nail shall project down the wooden rafter or be exposed, so as to avoid source of danger to the gunnies. The nail head shall beat the top and the nail shall be bent over at the bottom of the crate for “1”.

5) No member shall have cracks, as it will endanger its structural strength.

6) The section of each member will be generally uniformed without being heavily beveled at corners so as to reduce its strength.

7) The wood shall be free from loose knots which would reduce its structural strength.

8) Wood damaged by white ants/termites shall not be used.

9) The top of each dunnage piece will be at one level

10) The weight of each crate shall be 40 Kg with a tolerance limit of 5 %

11) (a) Size of the Crate 153cm x 92cm
    (b) Size of upper batten 6.35cm x 5.08cm x 153cm
    (c) Size of lower Batten 10.16cm x 5.08cm x 92 cm

12) The wood used for making crates should be termite treated.

13) Crates should be coloured Black with name of the supplier firm and year of supply stenciled on them.
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<th>Question</th>
<th>Yes/ No</th>
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<tbody>
<tr>
<td>1</td>
<td>Whether license of the saw mill as per terms &amp; conditions of EOI is uploaded?</td>
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<td>2</td>
<td>Whether registration certificate of the saw mill as per terms &amp; conditions of EOI is uploaded? (Only in case of units exempted from license under rule 7(4) of &quot;The Punjab Regulation of Wood based Industries Rules, 2019&quot;)</td>
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<td>3</td>
<td>Whether the application fee of Rs. 5,000/- (Non-refundable) paid online</td>
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<td>4</td>
<td>Whether the Security Deposit @ Rs.50/- per crate for the total number of crates offered deposited?</td>
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<td>5</td>
<td>Whether an affidavit (in prescribed format Annexure IV) on the Non-judicial stamp paper, duly attested by the Executive Magistrate/ Notary Public, regarding non-black listing/ non prosecution of firm has been uploaded?</td>
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<td>6</td>
<td>Whether PAN &amp; GSTIN No. issued by the competent Authority uploaded?</td>
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<td>7</td>
<td>Whether a copy of the constitution/partnership deed of firm duly registered with Registrar Firms has been uploaded, If applicable</td>
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<td>8</td>
<td>Whether Annexure I &amp; II duly signed on each page has been uploaded?</td>
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(Specimen of the Affidavit for non-blacklisting of the Firm)

**AFFIDAVIT**

*(To be attested by Notary/ Magistrate)*

I,…………………………….,  s/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 bid for supply of wooden crates to Pungrain/ State procuring agencies against EOI that was uploaded on Department's website on 25-04-2020 for the supply of wooden crates.

3) That neither me/ my firm/Company/Society nor any of the partners / Directors/Members has ever been blacklisted by any Central Govt. Ministry/Department, State Govt. or Semi-Govt. or Co-operative Department/ Institution/ PSU/Board/Corporation.

4) That I/ my firm/ Company / Society shall abide by the Terms & Conditions of the EOI 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