

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 to supply wooden crates @ Rs. 519/- 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 from 10:00 AM on 29-03-2021 till 12:30 P.M on 03.04.2021 through email. The detailed eligibility criteria, terms and conditions, will be available on the website www.foodsuppb.gov.in from 29.03.2021.

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 12:30 P.M on 03-04-2021

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 2021-22.

Dear Sir,

Reference your notice that appeared in the press on 28-03-2021 inviting Expression of interest for supply of wooden crates.

I/We hereby offer to supply _____(number) of Wooden Crates **@ Rs. 519/- (Rupees Five hundred & nineteen only) inclusive of GST and 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 the EOI.
- 2) Application Fee of Rs 5,900/- and Security deposit of Rs.....for the supply of(Number) 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 do 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 have also been attached.

Yours sincerely,

Date:

Signature of the offering party/
firm with Complete Address and
Seal

TERMS AND CONDITIONS
FOR THE PURCHASE OF WOODEN CRATES DURING RMS 2021-22

- 1) Eligibility: Every interested supplier shall have to fulfill the following conditions to be eligible/ technically qualified for submitting this EOI:
- 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 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. 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 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 wooden crates.

Purchase preference shall be given to local suppliers subject to the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 as notified by Department of Industries and Commerce (Controller of Stores), Govt. Of Punjab vide order dated 03.09.2019. As per clause 4 of the order No. COS/PPO-2019/11726 dated 03.09.2019 of Department of Industries and Commerce, Punjab, local supplier/a registered startup must have minimum 40% of local content and will abide 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:

	CALCULATION BY MANUFACTURER Cost per unit of product		
COST COMPONENT	Cost (Local/Punjab Component) (a)	Cost (Outside Punjab Component) (b)	Total Cost (In Rs.) (c=a+b)

<i>I. Direct Material Cost</i>			
<i>II. Direct Labour Cost</i>			
<i>III. Factory Overhead</i>			
<i>IV. Total Production Cost</i>			

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

- vii.

The offering party/firm should have paid the prescribed fee & Security deposit and attach all the documents (duly signed on each page) mentioned in the Checklist at Annexure III of this document.
- viii.

The offering party/firm should have supplied minimum 5,000 wooden crates to Govt. agencies of Punjab in any one Rabi Marketing Season out of immediately preceding three Rabi Marketing Seasons, i.e. 2018-19, 2019-20 and 2020-21. For the proof of the same, the firm should furnish certificate regarding successful completion of the supply orders issued by Govt. procuring agencies.
- ix.

The offering party/firm will be required to get a sample of the wooden crates tested for specifications from the Departmental Committee constituted for this purpose and the test report of the same is to be submitted along with the offer. The firm shall deposit the sample of wooden crate for testing with the Departmental committee till 12:30 P.M on 01-04-2021. In case of failure to submit the sample and its report, the offer will not be considered.
- 2)

Rate:

Rs. 519/-(Rupees Five Hundred & Nineteen only) inclusive of GST and all other taxes and also including FOR 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. The offers for a quantity less than 10,000 will not be entertained.
- 4)

Fee

Each interested party/firm will deposit/transfer online a fee of Rs 5900/-(non refundable and inclusive of GST) 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 may 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 has to be deposited online through RTGS/NEFT in the following account:-

Name: Managing Director, Pungrain E-tendering

Account Number: 39341825856

IFSC Code: SBIN0007884

Bank Name: State Bank of India
- 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 at time of receipt will be accepted. The wooden crates rejected by the consignee at the time of taking delivery/receipt 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:-

50% of the total crates ordered = upto 20-04-2021

Balance 50% Crates (without L.D. charges)= upto 30-04-2021
- 9) Late Delivery:

(i) The delivery of wooden crates as per the 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 30.04.2021. 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.
- 10) 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 the bills raised by the supplier after physical delivery of wooden crates, if the same are duly supported with satisfactory inspection notes and receipt by the concerned staff along with weight memo at the time of receipt of crates at the destination. The indenting agency would have option to release payments by Electronics mode/RTGS as well.
- 11) 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 tenderer/ 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 tenderer/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.
- 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 is 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.
 - 17) It is clarified that PUNGRAIN would deal only with the 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) In case the documents submitted by the supplier are found to be forged/ fabricated at any stage then the Managing Director, PUNGRAIN reserves the right to forfeit the entire Security money. Also the supplier shall be liable for blacklisting.
 - 23) The acceptance of terms and conditions by the supplier/bidder shall constitute a valid and legal contract between the buyer/State Procurement Agencies and supplier(s). No execution of separate deed/agreement would be necessary.
 - 24) Managing Director, PUNGRAIN reserves the right to reject any or all the offers without assigning any reasons.

SPECIFICATIONS FOR WOODEN CRATES: The wooden crates to be supplied under this e-tender shall have to conform to the following specification:

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 joints 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. The top of each dunnage piece will be at one level
9. The weight of each crate shall be 40 Kg with a tolerance limit of 5 %
10.

(a)	Size of the Crate	153 cm x 92 cm
(b)	Size of upper batten	6.35cm x 5.08cm x 152.4cm
(c)	Size of lower Batten	10.16cm x 5.08cm x 91.4cm
11. The wood used for making crates should be termite treated.
12. Wood damaged by white ants/termites shall not be used.
13. Crates should be colored Black with name of the supplier firm and year of supply stenciled on them.

PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)

CHECK LIST OF DOCUMENTS TO BE ATTACHED WITH THE OFFER FOR SUPPLY OF WOODEN CRATES FOR RMS 2021-22

S.No	DOCUMENT CHECKLIST	DOCUMENT ATTACHED (TICK IN REQUISITE COLUMN)		
		YES	NO	NOT APPLICABLE
1	Whether a valid license of the saw mill as per terms & conditions of EOI is uploaded?			
2	Whether a valid registration certificate of the saw mill as per terms & conditions of EOI is uploaded? (Only in case of units exempted from license under rule 7(4) of "The Punjab Regulation of Wood based Industries Rules, 2019			
3	Whether EOI fee of Rs. 5,900/- (Non refundable & including 18% GST) paid online?			
4	Whether the Security Deposit @ Rs.50/- per crate for the total number of crates offered deposited ?			
5	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?			
6	Whether valid PAN & GSTIN No. issued by the competent Authority uploaded?			
7	Whether a copy of the constitution/partnership deed of firm duly registered with Registrar Firms has been uploaded?			
8	Whether Power of Attorney/ Authorisation to submit offer in case of partnership firm/Company/Society attached?			
9	Whether Annexure I & II duly signed on each page has been uploaded?			
10	Whether requisite documentary proof for claiming preference as per the provisions of Public Procurement (Preference to Make in Punjab) Order 2019 and/or as per notification No. COS/Start-ups/2019/11288 dated 16-08-2019 uploaded?			
11	Whether certificate regarding successful completion of the order for supply of minimum of 5,000 wooden crates to Govt. agencies of Punjab in any one Rabi Marketing Season out of immediately preceding three Rabi Marketing Seasons, i.e. 2018-19, 2019-20 and 2020-21 attached?			
12	Whether test report of sample tested by departmental committee attached?			

(Specimen of the Affidavit for non-blacklisting of the Firm)

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/ signatory of M/s
- 2. That my firm wants to offer for supply/ sale of wooden crates to Pungrain/ State procuring agencies against EOI that appeared in the press on 28-03-2021 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.

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

nent