

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

EXPRESSION OF INTEREST

Punjab State Foodgrains Procurement Corporation (Pungrain) invites Expression of Interest (Eoi) from interested manufacturers of wooden crates with valid saw mill licence for delivery of wooden crates @ Rs 479/- per crate (inclusive of GST and all other taxes and also including F.O.R. for delivery to destination) to State procuring agencies in various districts in the State of Punjab. The detailed eligibility criteria, terms & conditions, specifications for wooden crates etc. for giving these offers are available on the website www.foodsuppb.gov.in. All the interested parties can submit their offers in the prescribed format available on the above website, along with the required security deposit and other necessary documents, in the o/o Assistant Director (Storage), Room no. 112, 1st Floor, Anaaj Bhawan, Sector 39-C, Chandigarh till 4:00 PM on 22.02.2019. Offers without security deposit or mandatory documents will be rejected. The parties who have already been issued supply orders against the e-tender opened earlier on 08.02.2019 need not submit fresh offers. 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

OFFER LETTER (On letter head of the Bidder)

From

To

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

Subject: Offer for supply/sale of Wooden Crates.

Dear Sir/Mam,

Reference your notice that appeared in the press on 19.02.2019 inviting expression of interest for supply of wooden crates.

I/We hereby offer to supply/ sell _____(number) of Wooden Crates **@ Rs. 479/- (Rupees Four hundred & seventy nine 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 (Annexure-II) mentioned in the terms and conditions (Annexure-I)
- 2) Security deposit/ Demand draft of Rs._____ for supply of _____(number) of Wooden Crates @ Rs.50/- per crate for the total number of wooden crates offered has been 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 duly signed on each page has 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 2019-20

- 1) Eligibility: Every interested party shall have to fulfill the following conditions to be eligible/ technically qualified for submitting this tender:
 - 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 formed 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 submit offer if it/he/she has been blacklisted or proceedings for blacklisting are under consideration by any Central Ministry/Department, State Govt. or Local body
 - v. Party/firm 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 tender.
 - vi. Rate: Rs. 479/- (Rupees Four hundred & seventy nine 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.
- 2) Fee: Each interested party/ firm will deposit a processing fee of Rs 5000/- (non-refundable) in the form of Demand draft in favour of Managing Director, Pungrain payable at Chandigarh.
- 3) Security deposit: Each interested party/ firm will deposit Security deposit @ Rs.50/- per crate for the total number of wooden crates offered which shall be paid in the form of Demand draft in favour 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 purchase the crates at the risk and cost of the defaulting party. NO OFFER WILL BE ACCEPTED WITHOUT SECURITY DEPOSIT/ LESS SECURITY DEPOSIT. Offer(s) without security deposit / less security deposit will be rejected straight way.

The offer must be submitted along with all the documents/ Annexures as mentioned in the Check list (Annexure III) and duly signed on all pages and complete in all respects till the date and time specified in the EOI notice.

4) Quantity: A minimum quantity of 5,000 and a maximum quantity of 40,000 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.

5) Inspection: The inspection of the crates will be carried out both at the premises of the manufacturing unit as well as at the time of receipt of crates at the destinations. Only the crates found to be as per prescribed specifications & passed by the Inspecting team during the inspection at the premises of the supplier should be supplied at the designated storage centre. Only such wooden crates which are approved at the time of inspections at the manufacturing unit and are also found to be as per specifications at the destination will be accepted. The rejected wooden crates 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.

- 6) Delivery: Entire supply will be completed by the supplier as per following time schedule:-
50% of the total crates ordered = upto **18-03-2019**
balance 50% Crates = upto **31-03-2019**
- 7) Late Delivery (i) The delivery of wooden crates as per time schedule is the essence of the supply order. If the wooden crates are not delivered as per time schedule, 2% late delivery charges will be charged if delivery is made by **12.04.2019**. No delivery will be accepted after **12.04.2019**
- 8) 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.
- (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.
- 9) 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 will 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 party/ supplier for a period of

two years during which he/she shall not be eligible to participate in the tenders floated by Pungrain/ State procurement Agencies

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 order, the supplier will submit bills 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. 90% of the total due amount would be released first. Balance 10% payment will be made after 45 days on receipt of the execution of complete order and receipt of wooden crates as per specifications at destination as per terms and conditions of contract.

10) GST Compliance : i. The party 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 party 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 party/ 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.

11) 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.

- 12) The rates quoted will remain valid for 45 days from the last date of submission of offer and this period would be further extendable at the discretion of MD, Pungrain
- 13) Security without interest will be released after three months of the completion of the supply order and after the supplier has discharged all obligations.
- 14) Any change in the constitution of the firm (whether partnership or sole proprietors) PUNGRAIN may 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.
- 15) 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 in the offer..
- 16) Managing Director PUNGRAIN reserves the right to black list a supplier/ party and forfeit his/ her deposited EMD if
 - 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.
- 17) The party/ supplier who has been blacklisted by any Government Agency, shall not be eligible to participate in the tender process, during the con-currency of such blacklisting. If any party is found to be blacklisted at a later stage, his offer shall be rejected. The earnest money and security amount (if any) deposited by him shall be forfeited. An affidavit regarding non-black listing/ non prosecution of the firm/owners/partners is to be submitted as per Annexure IV.
- 18) 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 blacklisted.
- 19) 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 lowers member 4"x2" in will be in number and each will be 3' long space 14-1/2" center to center. The top members will also be 5 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 the 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.
 - (a) Size of the Crate 153cm x 92cm
 - (b) Size of upper batten 6.35 cm x 5.08cm x 153cm
 - (c) Size of lower Batten 10.16 cm x 5.08cm x 92 cm
 - (d) Weight of crate 40 (Kg) Tolerance limit 5 %
11. Crates should be coloured Black with name of the supplier firm and year of supply stenciled on them.

PUNJAB STATE GRAINS PROCUREMENT CORPORATION (PUNGRAIN)

CHECK LIST (DULY FILLED) TO ATTACHED WITH THE OFFER

- 1) Whether the license of the saw mill in the name of the owner/ firm submitting this offer is attached? Yes/ No
- 2) Whether the fee of Rs. 5,000/- (Non refundable)in the form of Demand draft has been attached Yes/ No
- 3) Whether the Security Deposit @ Rs.50/- per crate for the total number of crates offered in the form of Demand draft has been attached Yes/ No
- 4) Whether an affidavit on the Non-judicial stamp paper, duly attested by the Notary/Executive Magistrate, regarding non-black listing of firm has been attached? Yes/ No
- 5) Whether latest valid PAN & GSTIN No. issued by the competent Authority attached? Yes/No
- 6) Whether a copy of the constitution/partnership deed of your firm duly registered with Registrar Firms has been attached? Yes/No
- 7) Whether duly filled and signed Offer form attached? Yes/No
- 8) Whether Terms and Conditions of Offer duly signed on each page attached? Yes/No

(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 submit offer for supply/ sale of wooden crates to Pungrain/ State procuring agency against Expression of Interest that appeared in the press on 19.02.2019 for the purchase of Wooden crates.
3. That neither my firm/Company/Society nor any of the partners/ Directors has ever been blacklisted by any Govt./Semi Govt./Cooperative Department, Institution or Corporation.
4. That my firm/ Company/Society shall abide by the Terms & Conditions of the offer 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