

A. NOTICE: Invitation of FMCG Companies for Punsup's Apna Bazaar.

“PUNSUP is planning to revive its retail venture under the name of “Apna Bazaar”. Therefore, the corporation takes this opportunity to invite all the companies dealing in FMCGs to participate in this project. With an intent to gather potential stakeholders, in order to create strategies, and fertile environment that support synergies for all involved parties. You are requested to please come with your proposals for this retail venture.

Please send your proposals and Expression of interest at punsup.commercial@gmail.com for detailed information please check PUNSUP’s official website www.punsup.gov.in”

B. MOU/Agreement who are having PAN India distribution with an annual turnover of at-least 100 Crore. (For Branded Products only)

C. For empanelment of Companies which are having annual turnover of less than 100 Crore. (For Branded and Non-Branded Products)

D. Documents regarding PUNSUP’s Expression of interest and Empanelment terms and conditions.

PUNJAB STATE CIVIL SUPPLIES CORPORATION LTD
(A State Govt. Undertaking)
SCO 36-40, Sector 34-A CHANDIGARH

INVITES
EXPRESSION OF INTEREST (EOI)

For Empanelment of Suppliers of (Pulses, Tea, Spices & Dry Fruits)

Application for empanelment is accepted one year from publishing date of Empanelment/EOI notice i.e. upto _____

ABOUT US

The Punjab State Civil Supplies Corporation Limited, popularly known as PUNSUP, came into being on February 14, 1974, as a wholly owned Government Company registered under the Companies Act, 1956, having its Registered Office at Chandigarh, controlled by the Board of Directors headed by the Chairman nominated by the State Government, with executive powers vested with the Managing Director, in accordance with the provisions of its Memorandum & Articles of Association, in order to run the day to day affairs of the corporation, with the main motto to uplift the farming community on one hand by procuring their produce on Minimum Support Price (MSP) fixed by the Government of India and on the other to provide food-grains & other essential commodities to the weaker section of the society on subsidized rates under Public Distribution System (PDS), including Atta Dal Scheme of Punjab Government, besides providing the items of daily use and LPG to the consumers of the State on lesser rates than prevailing in the market.

PUNSUP hereby invites Expression of Interest EOI from prospective Suppliers for supply of following items:

1.COMMODITIES

- a)Pulses
- b)Tea
- c)Spices
- d)Dry fruits

2.PRE-QUALIFICATION CRITERIA FOR SELECTION OF PROSPECTIVE SUPPLIERS

The detailed eligibility criteria are described in the following points and the interested parties meeting all the conditions only need to apply.

- a) The Applicant should be a Manufacturer/Processor/Miller of Pulses, Tea, Spices & Dry Fruits or miller wherever applicable.
- b) The Applicant shall have experience of supplying respective commodities, i.e. Pulses, Tea, Spices & Dry Fruits during the last three financial years in their own name or through PSUs, State/Govt. Agencies. In proof of supply, the applicant shall furnish certified copies of purchase orders and original/at least copies of performance certificates specifying quantity from end users in support of their credentials.
- c) The applicant should be profit making for last three years FY i.e. 2014-15, 2015-16 & 2016-17 with positive net worth of **Rs. 60 crore**.
- d) The applicant shall have to submit a Solvency Certificate from a scheduled nationalized Indian bank/private bank for a minimum amount of Rs. _____/-
- e) The applicant shall keep PUNSUP indemnified at all times against any claims, liabilities, proceedings etc. from the PUNSUP's Associate buyer/customer/tendering authority or otherwise arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any.

- f) The applicant shall submit an undertaking (as per annexure-II of this EOI) to the effect that it has not been blacklisted, debarred or banned by any government or state agency as on date.
- g) Samples of the commodity are to be submitted at a prior date for scrutiny, for getting the samples tested.(without samples not EOI will be entertained)

3. SCOPE OF WORK:

- a) The selected applicants will form part of PUNSUP's panel which will act as back up suppliers for PUNSUP. PUNSUP expects to regularly execute contracts of supply with its panel of suppliers. The suppliers will be required to strictly adhere to contractual product specifications and delivery parameters.
- b) The Empaneled supplier shall accept all terms and conditions of the contract with PUNSUP's Associate buyer/customer on back to back basis and deliver the products in the manner required without any financial involvement on the part of PUNSUP.
- c) Based on specifications and requirement of the PUNSUP's buyer/customer or tendering authority, PUNSUP shall invite limited e-tenders from amongst the empaneled suppliers. Applicant shall have all necessary set-ups like digital signature etc. for submitting offers.
- d) PUNSUP would quote the rates to buyer(s)/Customers on the basis of rates offered by the Supplier to PUNSUP after adding a nominal Trading Margin of PUNSUP. The amount of trading margin would be decided by PUNSUP at their sole discretion and the same shall not be contested by the supplier.
- e) The Supply of products have to be done on FOR basis at different locations in the State of Punjab as per the orders to be placed.
- f) A non-refundable fee of Rs._____/ - in the form of RTGS shall be paid to PUNSUP's A/c as a tender processing fee as per the following bank details. The processing fee cannot be exempted for any applicant. The above amount of Rs. ____/ - is payable by each participant irrespective of no. of items:-

BANK NAME:_____

A/c No._____

IFS Code:_____

- g) The supplier may also be required to submit an amount of Rs.5 lac by demand draft as empanelment fee and shall also bear the expenses/bank charges, if any, incurred by PUNSUP in this regard.
- h) Payment terms will be negotiated on Contract to Contract basis between PUNSUP and the associate supplier.
- i) In case the value of the contract exceeds Rs._____, the supplier will also be required to sign Integrity Pact (as per Annexure III). The prospective applicants shall have no objections whatsoever in signing the contract.
- j) The selected supplier shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to any or all of the above activities/commodities.
- k) The supplier shall undertake to abide by the statutory requirements and guidelines of the Punjab Government from time to time.

4. TERMS & CONDITIONS:

- a. The applicant should not have been debarred/ blacklisted/ banned from doing business and participating in tenders by any Government (Centre or State) /PSU for supply of the said mentioned commodities in India or abroad on the date of empanelment. In case of submission of false declaration (found at any stage), such supplier shall be disqualified, his security amount will be forfeited and blacklisted for 5 years to participate in any tenders of PUNSUP.
- b. The Applicant may also be asked to furnish additional information /confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of PUNSUP.
- c. The empaneled supplier shall ensure compliance of all the Government regulations, policies, guidelines, orders, conventions etc., in force related to any or all of the activities covered in the contract for exports including

shipping of the consignments, port clearances, storage, insurance, clearing, handling, forwarding and inland transportation, quality & quantity inspections etc.

- d. Samples of the commodity are to be submitted at a prior date for scrutiny, for getting the samples tested. (without samples not EOI will be entertained)
- e. The supplier shall give a declaration that the supplier and/or any of its Members of Board of Directors and/or its promoters do not have any cross-holding/shareholding directly and/or indirectly in any manner whatsoever in the other provisionally selected suppliers for empanelment.
- f. **The validity of this Panel would be for one year from the date of confirmation by PUNSUP.** PUNSUP shall have sole discretion to extend the validity of this panel for further one year depending upon the performance of the supplier(s). Validity of empanelment can also be terminated by PUNSUP at its sole discretion.
- g. All documents/ samples submitted in response to this “Expression of Interest” shall become the property of PUNSUP upon submission.
- h. Corporation holds the right to select more than one commodity from one or more manufacturer as per the demands of the consumer.
- i. If a dealer is participating in the tender than he should bring due authorization letter from the manufacturer whenever demanded by PUNSUP. If not the manufacturer than dealer should have the authority letter from the manufacturer
 - i. The tenderer has to replace the stocks at their Risk and Cost before the stocks get expired
 - ii. If any samples get failed in the labs than the manufacturer/authorized dealer will be liable and responsible for the same and action will be initiated against the defaulter.
 - iii. At any point of time any product of the manufacturer/authorized dealer can be sent for lab testing as per PFA/FSSAI Acts at the cost of the manufacturer/authorized dealer. All the lab testing charges of the samples procured at any time i.e. before sending the consignment and after sending the consignment will be borne by the tenderer.
- j. As per the Packaged Commodity Act/FSSA / Weight & Measurement Act the manufacturer/dealer/successful tender has to supply all the information on his packaging such as %&Name and full Address of the Manufacturer/ Packer , Name Of Commodity, FSSAI License number, Net Weight, Maximum Retail Price including all taxes of commodity , Month and Year of Packing and Batch No.& Lot No. Expiry etc.
- k. Corporation can go for random sampling of the products at any time and if samples fail after laboratory test then the security of the defaulting tenderer can be forfeited and all the stocks will have to be lifted within 15 days or else all the stocks will be confiscated.
- l. Applicant(s) having same address or contact details would be rejected.
- m. Where the Applicant believes that information provided in response to this EOI is, or If any detail is to be kept confidential; or disclosure of this information would unreasonably affect the Proponent’s business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information ‘confidential’. In so far as is practicable, PUNSUP will give effect to the Applicant’s stated wishes, and requests for

access to such information will be determined under provisions of RTI Act-2005.

- n. PUNSUP is not bound contractually or in any other way to any Applicant to this EOI.
- o. PUNSUP is not liable for any costs or compensation in relation to this EOI by the Applicants if PUNSUP terminates, varies, or suspends the EOI process or takes any other action permitted under this EOI, including consideration of concepts proposed in future developments. The EOI request is not the subject of any process, contract or any contractual obligations between PUNSUP and supplier or potential supplier.
- p. The above terms and conditions shall have to be considered by the Applicant in totality and the pre-qualification bid containing incomplete documents & not complying with the above conditions shall be summarily rejected.
- q. PUNSUP reserves the right to accept or reject any offer of EOI without assigning any reasons whatsoever. The decision of PUNSUP in this regard shall be final and binding on all participating suppliers.
- r. Empanelment of suppliers by PUNSUP does not entail any commitment from PUNSUP to enter into contracts during the validity of empanelment. PUNSUP reserves its right to abandon any part or whole of process without prior notice to prospective bidders.
- s. Prospective Supplier(s) who qualifies as empaneled supplier to PUNSUP would be individually notified after the evaluation process of empanelment is complete.
- t. PUNSUP will have the right to visit and conduct random sampling at manufacture/processor/Packaging locations of the supplier end as well as at the time of receiving the consignments. In case of failure of the samples PUNSUP has the right to revoke or end the contract with the empaneled supplier at its sole discretion & also forfeit the security and further may also blacklist the manufacturer/producer.
- u. Corporation can go for random samples and if samples fail after laboratory test then security will be forfeited and all the stocks have to be lifted within 15 days or else all the stocks will be confiscated.
- v. The empaneled supplier should have his own premises or premises hired on a long term basis.

The placed order has to be supplied within 10 days from the date of placing the order. Further the payment will be released on the consignment basis **(i.e. as per the sale of the consignment at the consumer end.)**

The interested party has to submit the _____ amount of processing, packaging & supply of related goods.

5. DOCUMENTS REQUIRED:

The interested applicant shall submit the following information/documents in serial order with cover page index along with their detailed proposal in a sealed envelope (with EOI number & date written on it) with each page of the document numbered, stamped and initialed.

- a) Audited Balance Sheet and Profit & Loss Statement of the Company for the last 3 financial years i.e. 2014-15, 2015-16 and 2016-17.
- b) Copy of the income tax return filed in the last 3 financial years i.e. 2014-15, 2015-16 and 2016-17 should also be provided.
- c) Copy of Memorandum and Articles of Association of Company.
- d) List of the directors, partners/proprietors along with Copies of Identity proof and passport sized photographs of the respective Directors/Partners/Proprietors.
- e) Board Resolution/ Letter from partners authorizing all or any one of the Director/Partners to sign the documents.
- f) Signature of Partners/Directors/Proprietors duly attested by the bank.
- g) If there is any report from credit rating agencies such as D&B, Moody's etc which should not be more than one year old, with rating which is at least fair and above can be submitted.
- h) Documentary proof as indicated in eligibility criteria 2-b. The supplier shall clearly mention monthly production/supply capacity of the commodity (ies) for which the application is being made.
- i) IEC certificate.
- j) Copy of PAN, GST, Trade License & Valid FSSAI License.
- k) Solvency certificate worth Rs_____/ - from a scheduled nationalized Indian bank/private bank.
- l) Affidavit to the effect that the supplier has not been black listed by Govt. agencies/CPSUs/PUNSUP as on date. (As per Annexure II)
- m) Supplier Empanelment form as per Annexure-I
- n) Ownership or lease certificates of premises.
- o) Signed copy of EOI as a token of acceptance of all the terms & conditions.

6)DISCLAIMER

The issue of this document does not in any way commit or otherwise oblige PUNSUP to proceed ahead with all or any part of a Pre-qualification empanelment process.

PUNSUP may, at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the Proponents or potential Proponents. PUNSUP reserves the right to cancel the EOI in totality without assigning any reason at any point of time.

All information contained in this EOI are issued bonafide.

This EOI is only for preparation and maintenance of database. PUNSUP is in no way bound to limit its business enquiry/circulars to empaneled supplier(s) only.

7. The applicants hereto agree that any dispute arising after/before empanelment will be decided as per an independent arbitrator appointed by the Managing Director PUNSUP to settle any or all disputes which may arise out of or in connection with this EOI.

8. The courts and tribunals at Chandigarh shall have the exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this EOI and shall be decided in accordance with laws of India.

9. The Company acknowledges and confirms that these Terms & Conditions and shall ensure their strict adherence. Apna Bazaar shall not be held liable under any circumstance for any defect of the product, wrongful declaration or document given by the Company. The Company further undertakes to indemnify Apna Bazaar for any defection the product wrong doings, declarations or incorrect documentation.

ANNEXURE-I

SUPPLIER EMPANELMENT FORM
FORMAT (TO BE FILLED UP) BY PROSPECTIVE ASSOCIATE SUPPLIERS

Sr. No	Desired information	Details by Applicants						
1	Name of Commodity(ies) for which Empanelment is solicited		Please tick wherever applicable	Supply capacity (Qty./month)				
		Pulses						
		Tea						
		Dry Fruits						
2	Company Name: Nature of Constitution of _____ firm: Public/Private/Partnership/Proprietorship etc. CEO/Director: Registered Address for communication: Date of Establishment of Firm Telephone/Fax/Email:							
3	Whether you are a Manufacturer/Trader/Supplier							
4	Yearly supply of Pulses/Tea/Spices//Dry Fruits during last three financial years (i.e. 2014-15, 2015-16 & 2016-17. Please furnish separate information for different commodities	Commodity	2014-15	2015-16	2016-17			
			Qty. (in MTs)	Value Rs. (in Cr.)	Qty. (in MTs)	Value Rs. (in Cr.)	Qty. (in MTs)	Value Rs. (in Cr.)
		Pulses						
		Tea						
5	Do you have experience in supplying pulses/tea/dry fruits/spices to any Govt. agency in India? If yes, please provide details. Leave blank if not applicable.	Commodity	2014-15	2015-16	2016-17			
			Qty. (in MTs)	Value Rs. (in Cr.)	Qty. (in MTs)	Value Rs. (in Cr.)	Qty. (in MTs)	Value Rs. (in Cr.)
		Pulses						
		Tea						
6	Do you have profit for last three financial years & positive net worth.							
7	Do you Agree to bear any liability arising out of non- fulfillment of supply order?	Yes/No						
8	Do you agree to indemnify PUNSUP of any claims/liabilities arising out of or in connection with any of the terms and conditions of this EOI & subsequent agreements, if any?	Yes/No						
9	Have you defaulted in supply of Pulses, Tea, Spices, Dry Fruits?	Yes/No						
10	Have you attached undertaking as per Annexure- II of this EOI?	Yes/No						
11	Are you going any litigation with State/Centre/ Government Department/ Statutory bodies/PSU? Please specify	Yes/No						
12	Sealed Credit Rating Report attached.	Attached/Not Attached						
13	Solvency Certificate valued Rs. _____/- equivalent from a scheduled nationalized Indian bank / private bank	Attached/Not Attached						
14	All terms and conditions are accepted	Accepted/not accepted						

Certified that the above information is true and we confirm that all information given in the EOI are correct and if at any point of time the information is found to be incorrect our empanelment will be liable for rejection by PUNSUP.

Dated:

Signature

NAME &DESIGNATION :

MOBILE NUMBER:

E-MAIL:

PLACE:

Seal/Stamp

(ON COMPANY'S LETTER HEAD)

ANNEXURE- II

To,

PUNJAB STATE CIVIL SUPPLIES CORPORATION LTD.
SCO. 36-40, SECTOR-34-A, CHANDIGARH.
PIN CODE: 160022

SUBJECT: UNDERTAKING

DATE_____

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have not been blacklisted/banned/barred for participation in Tender by Government of India or by any Government Undertaking in India for supply of Pulses, Tea, Spices, Dry Fruits or otherwise.

Thanking You,

Yours faithfully

Name and Signature of the Authorized Person

INTEGRITY PACT

Between

PUNSUP STATE CIVIL SUPPLIES CORPORATION LTD. a company incorporated under the Companies Act, 1956 and having its registered office at SCO. No. 36-40, Sector-34-A, Chandigarh-160022 hereinafter referred to as 'PUNSUP'

And

....., a company registered under and having its registered office at....., hereinafter referred to as '**The Bidder/Contractor**' Preamble PUNSUP is an international trading company dealing in purchase, sale, export and import / of various commodities.

PUNSUP has invited tender for purchase of Pulses, Tea, Spices, Dry Fruits and intends to award contract/s for purchase of the same under laid down organizational procedures, PUNSUP values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidders/contractors.

Section 1 – Commitments of the Bidder/Contractor

- (1). The Bidder/Contractor commits to take all measures necessary to prevent corruption and to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of PUNSUP's employees involved in the tender process or in the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder/Contractor will not enter with other bidder(s)/contractor(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by PUNSUP as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Contractor of foreign origin shall disclose the name and address of its Agents/representatives in India, if any. Similarly the Bidder/Contractor of Indian nationality shall furnish the name and address of its foreign principals, if any. All the payments made to the Indian agent/representative will be in Indian Rupees only.
 - e) The Bidder/Contractor will, when presenting the bid, disclose any and all payments made or committed or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The rates quoted by the parties on panel shall be valid for certain period as required in each enquiry which may be extended with mutual consent of PUNSUP and supplier.

- g) The supplies will have to be completed within the time period stipulated against each supply order. In case the supplies are not made within the stipulated period then liquidated damages charges can be levied by PUNSUP as per its discretion. It can even cancel the contract/order in part or full.
- (2) The Bidder/Contractor will not instigate third persons/firms to commit offences outlined above or be an accessory to such offences.

Section 2- Disqualification from tender process and exclusion from future tenders/contracts

If the Bidder/Contractor, before award of the contract or during execution thereof commits a transgression through a violation of Section 2 above or in any other form such as to put its reliability or credibility in question, PUNSUP shall be entitled to disqualify the Bidder/Contractor from the tender process or to terminate the contract, if already signed, on that ground.

If the Bidder/Contractor commits a serious violation of Section 2 above or in any other form such as to put its reliability or credibility as Bidder/Contractor into question, PUNSUP shall also be entitled to exclude the Bidder/Contractor from participating in the future tender processes for a duration as may be considered appropriate by it.

Section 3 – Compensation for Damages and Forfeiture of EMD

- (1) If PUNSUP disqualifies the Bidder/Contractor from the tender process prior to the award of the contract according to Section 3, PUNSUP shall be entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security, by forfeiting the same as stipulated in the tender.
- (2) If PUNSUP terminates the contract according to Section 3, or if PUNSUP is entitled to terminate the contract according to Section 3, PUNSUP shall be entitled to demand and recover from the Bidder/Contractor liquidated damages as per contract or the amount equivalent to Performance Bank Guarantee stipulated in the tender.

Section 4 – Previous transgression

- (1) The Bidder/Contractor declares that it did not commit any transgressions in the last 3 years with any Company in any country with regard to any anti-corruption law or practice or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If the Bidder/Contractor makes incorrect statement on this subject, it may lead to disqualification from the tender process or termination of the contract if already awarded.

Section 5 – Equal treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder/Contractor undertakes to demand from all Subcontractor(s) a commitment in conformity with this Integrity Pact, and to submit it to PUNSUP before signing of the contract, if awarded in its favour.
- (2) PUNSUP will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- (3) PUNSUP will disqualify from the tender process any bidder/contractor who does not sign this Pact with PUNSUP or violates its provisions.

Section 6 – Criminal charges against Bidder(s)/Contractor(s) /Subcontractor(s)

If PUNSUP obtains knowledge of conduct of a bidder, contractor or subcontractor or of an employee or a representative or an associate of the bidder, contractor or subcontractor which constitutes corruption, or if PUNSUP has substantive suspicion in this regard, PUNSUP will inform the same to its Chief Vigilance Officer.

Section 7 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Bidder/Contractor twelve months after the last payment under the contract. If any claim is made/lodged during this time by either party, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, PUNSUP.

Section 8 – Other provisions

- (1) This Integrity Pact is an independent agreement between the parties and is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of PUNSUP. i.e. Chandigarh.
- (2) Changes and supplements to this Pact as well as termination notices to be issued, if any, shall be made in writing. Side agreements have not been made.
- (3) If the Bidder/Contractor is a partnership firm or a consortium, this agreement shall be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be void, the remainder of this agreement shall remain valid at PUNSUP’s discretion. In such a case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of PUNSUP)

(Office Seal)

(For & on behalf of bidder/contractor)

(Office Seal)

Place:

Date:

Witness 1

Signature: _____

Name _____

Address _____

Witness 1

Signature _____

Name _____

Address _____

Witness 2

Signature _____

Name _____

Witness 2

Signature _____

Name _____