

PUNJAB AGRO FOODGRAINS CORPORATION LIMITED
(PAFC Ltd)

Plot No.2-A, Sector-28-A, Madhya Marg, CHANDIGARH

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CIN: U51229CH2002SGC025256.

TERMS & CONDITIONS FOR THE DISPOSAL OF UN-SERVICEABLE LDPE POLYTHENE COVERS, POLY SHEETS, MULTILAYERED CROSS LAMINATED COVERS & MESHNETS.

1. The e-tender shall be opened on the date and time given in the tender notice in the presence of tenderers whosoever may wish to be present. In case, it happens to be a holiday, the tender shall be opened on the next working day at the same place and time.
2. The stock can be inspected by the prospective tenderers during working hours on any working day at the districts / centers from where the delivery of the consignment will be given.
3. The PAFC Ltd. does not guarantee delivery of any definite quantity or quality of stocks to the successful tenderers. The actual quantity of stock may increase or decrease but the buyer will have to lift the entire stock available at particular centers at his own cost and without any objection.
4. The tenderer is to quote for the total quantity of each unserviceable article available in a particular district. ***Bids in which rates have not been offered for total quantity of the district are liable to be rejected.***
5. All tenders shall be irrevocable and remain open for acceptance for a period of 45 days from the date of opening of tender(s). The Managing Director, PAFC Ltd., will have the discretion to extend the date of receipt and opening of tender.
6. GST or any other taxes/levies as applicable shall be extra and borne by the buyer(s).
7. The tenderers shall upload the following documents:
 - a. Signed and scanned copy of tender form and tender terms & conditions.
 - b. EMD sheet as given at Annexure 'A'
 - c. Financial bid as given in Annexure "B".
 - d. Self attested copy of PAN card.
 - e. Self attested copy of GST registration number.

- f. An affidavit duly attested by 1st Class Magistrate/ Notary declaring ownership in case of proprietor.
 - g. Self attested copy of partnership deed in case of partnership. In such case, the person signing the tender form or any other document forming part of the tender on behalf of others shall upload a **proper power of attorney** duly executed in his favour stating that he has authority to bind such other person(s) in all matter pertaining to the contract.
 - h. In case of company, the documents should be signed by the Secretary/Managing Director of the company or any other person duly authorized for which there should be a proper resolution made under the common seal of the company.
 - i. Copy of the challan through which payment has been made alongwith UTR number.
8. Conditional and incomplete tenders will be rejected.
 9. The acceptance of offer by PAFC Ltd as per terms and conditions shall become/constitute legal contract between seller and buyer(s) and no separate execution deed would be necessary thereafter.
 10. The tenderer shall pay earnest money on-line to Punjab Agro Foodgrains Corporation Ltd as calculated in appendix 'A'. Tenders not accompanied by the required amount of earnest money are liable to be rejected summarily. The parties would submit their EMD through the challan which forms part of e-tender. EMD deposited by any other mode would not be considered.

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 PAFC Ltd, it being understood that tender documents have sold/issued to him and the party 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 PAFC Ltd shall not be liable to pay any interest thereon.**

11. The earnest money of successful tenderers will be retained as security deposit and shall bear no interest and would be refunded only on successful completion of the contract.
12. The material will be sold on "AS IS WHERE IS BASIS" and the party in whose favour sale order is issued will be required to lift the entire lot of un-serviceable LDPE polythene covers, poly sheets, multilayered cross laminated covers & meshnets from the district without any pick and choose.
13. Before the delivery of stocks in each district, the buyer shall deposit the value of the stock in advance within 10 days (for each rate quoted) from the date of acceptance of offer through RTGS/ Demand Draft in favour of PUNJAB AGRO FOODGRAINS CORPORATION LIMITED payable at the concerned district as detailed below:

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|---|-----------------------------|
| a. upto 1000 no.s for unserviceable -
Polycovers only | Full value |
| b. For 1000 to 2000 no.s for unserviceable -
Polycovers only | in two equal installments |
| c. For 2000 to 3000 no.s for unserviceable -
Polycovers only | in three equal installments |
| d. For 3000 & above no.s for unserviceable -
Polycovers only | in Four equal installments |

The District Manager will then issue authority letter/ release order to the buyer to lift the stocks from the concerned centers. The center-wise detail is available with the concerned DM. In case the buyer fails to deposit the value of stocks as mentioned above, PAFC reserves the right to grant extension for depositing the advance amount with 18 per cent interest on default amount.

14. It will be the responsibility of the buyer to arrange for the lifting of the entire stocks from all the centers concerned within 100 working days after issuance of the release orders from respective district office at their own cost.
15. The buyer shall also make his own arrangement for transportation of the stock without expecting any type of assistance or help from PAFC Ltd.
16. If the stocks sold are not removed or delivery is not taken within the scheduled time then the decision of MD, PAFC Ltd., for extension of time in this regard will be final and bindings.
17. For every day or part thereof for the delay in lifting of material, penalty @ 10 paisa per unit of the un-lifted stock after free period shall be levied up to 4 weeks. PAFC Ltd. also reserves the right to cancel the order in whole or part due to delay of more than 4 weeks to lift the material and may resell the good at the risk and cost of successful tenderers/ forfeit the security.
18. In case buyer fails to lift the material within the stipulated period and also as per terms & conditions of this tender, PAFC Ltd. may arrange to resell the same at the risk & cost of the buyer and any difference in price shall be recovered from the buyer.
19. The Managing Director, PAFC Ltd., reserves the right to cancel the whole or part of the tender contract/sale order without assigning any reason at any time and the buyer shall not have any objection to such cancellation.
20. Any change in the constitution of the firm shall not absolve any partner of the firm from the liability unless it is agreed to by PAFC Ltd. in writing.
21. In the event of same rate quotations made by more than one parties, PAFC Ltd. may place order on one party or may distribute it among more than one parties as it may be deemed fit.

22. The prospective buyer (s) would be responsible for arranging all or any sort of permission required for movement/transportation or consumption of the stocks sold from the appropriate authority, if required.
23. In case the original buyer desires to take delivery of the stocks purchased under this tender, through a representative, he must authorize the representative by a letter of authority which shall be presented to the District Manager for permission to get delivery of the stocks. Such officer may in his entire discretion decline to act on such authority and it shall be the sole responsibility of the buyer to satisfy such officer that the authority is genuine. Delivery by proxy shall be at purchaser's sole responsibility and no risk and no claim shall lie against PAFC Ltd. on any account whatsoever if delivery is affected to a wrong person.
24. The stocks shall be weighed as per the arrangements of PAFC Ltd. at the cost of successful tenderers. The weighment sheets shall be prepared in triplicate and be signed by the tenderers or his representative and inspector/ plinth incharge of PAFC Ltd. The quantity delivered shall be accounted on the basis of 100% actual weighment basis.
25. Delivery would be given during working hours on all working days on presentation of copy of release/delivery order.
26. The tenderer (s) shall not sub-let, transfer or assign the award of any part thereof without the prior written approval of PAFC Ltd.
27. Any disputes or differences in respect of this tender contract between the parties shall be decided by the Managing Director, PAFC Ltd. or his nominee appointed by him as arbitrator under the provisions of the Indian Arbitration and Conciliation Act 1996 whose decision shall be final & binding on both the parties. All disputes shall have the jurisdiction of Chandigarh courts only.
28. The tenderers shall sign each page of the tender form and terms and conditions in full signature.

Date

SIGNATURE OF THE TENDERER

WITH COMPLETE ADDRESS AND SEAL