

E-Tender Notice

Punjab Agri Export Corporation Limited (PAGREXCO) invites online tender offers from reputed manufacturers/suppliers for supply of Sugar (M31) as per details mentioned below:-

Description	Earnest Money Deposit (Rs.)	Quantity (MT.)	Date and time of online submission of bids	Last date & time for submission of bids	Date & Time of Opening of Technical bids
Supply of Sugar (M31)	3,00,000/-	225 MT	26.08.2026 at 12.00 PM	09.09.2026 upto 12.00 PM	09.09.2026 at 3.00 PM

The detailed Notice Inviting Tender (DNIT) including specifications and designs etc. can be obtained/downloaded from the e-tender website <https://eproc.punjab.gov.in>.

For any portal related clarifications & difficulties regarding E-tendering process, please contact the helpdesk numbers 0172-5074211, 98880-03422. For any general and technical clarification in tender, Chief Executive Officer (PAGREXCO) may be contacted over phone no. 0172-5074210-15 or by writing a mail to gm.pagrexco@punjab.gov.in.

Managing Director, PAGREXCO reserves the right to reject any or all proposals/offers without assigning any reason thereof.

Corrigendum if any, will be issued on website only www.punjabagro.gov.in & eproc.punjab.gov.in.

Managing Director

INSTRUCTIONS TO THE BIDDER

1. Eligibility Criteria for Participation in this Tender/BID.

Subject to provisions in the Bid Document, participation in this Tender/Bid Process is open to all bidders who fulfill the 'Eligibility' and 'Qualification' criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. The Bidder must be:

- (a) A Registered Proprietorship Firm/ Partnership Firm/ Company under The Companies Act, having legal entity, having all statutory licenses/ registration for carrying out such activity as well as had registration for Income Tax and GST.
- (b) The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the aforesaid reasons. Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract:
 - i) Not stand declared blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender/ Bid Processes; and/ or
 - ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India/State Government from participation in Tender/Bid Processes of all of its entities, for:
 - Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - offences under the Indian Penal Code or Bharatiya Nyaya Sanhita or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/or
 - Suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
 - iii) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/suspended/blacklisted/ banned/ debarred as above.
- (c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

- (d) Must fulfil any other additional eligibility condition, if any, as may be prescribed, intender /Bid Document.

2. Bid Submission Procedure.

- 2.1 Bidder shall submit their offers along with Earnest Money and tender fees electronically to the Authority through RTGS/NEFT/Credit card/Debit Card/ Internet Banking on <https://eproc.punjab.gov.in> . Earnest money in any other form shall not be acceptable. No interest shall be paid on EMD for the period during which the deposit lies with the PAGREXCO.
- 2.2 For participating in the above e-tender the bidder shall have to get them registered with <https://eproc.punjab.gov.in> and get user ID & password. Class 3 Digital Signature certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification, difficulties regarding e-tendering process, please contact on helpdesk numbers 0172-5074210-15.

3. Validity of Bid

- 3.1 The offer shall remain valid for acceptance for a period of ninety (90) days from the date of opening of tender. The earnest money shall be forfeited if the bidder withdraws or modifies his offer within the validity period or refuses to supply the material at offered rate, or make any modification/alternative unilaterally after opening. If any document/s is/are found manipulated/false, EMD would be forfeited. After the forfeiture of earnest money, the contract shall be immediately nullified.

4. Amendment/Corrigendum

- 4.1 Any change/corrigendum/extension of the opening date in respect of this tender shall be issued through <https://eproc.punjab.gov.in> only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit the website for updates. Bidder should also take into account all corrigendum(s) published before submitting the bids online.

5. Bid Opening

5.1 Opening of Technical Bids

The Technical Bids shall be opened electronically on the e-Procurement Portal on the date and time specified in the Notice Inviting Tender (NIT) . The bids shall be opened online through the portal in the presence of the committee members. Bidders or their authorized representatives, if they so desire, may witness the bid

5.2 Opening of Financial Bids

The Financial Bids (BOQ) of only those bidders whose Technical Bids are found substantially responsive and who satisfy the eligibility and qualification criteria shall

be opened electronically through the e-Procurement Portal. Financial Bids of technically non-responsive or disqualified bidders shall not be opened.

6. Evaluation of Bids

6.1 Evaluation of Technical Bids.

- a. The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/his bid and other allied information deemed appropriate by PAGREXCO. Evaluation of bids shall be based only on the criteria/conditions included in the Tender Document.
- b. Any request for submission of shortfall documents/clarifications shall be communicated only through the e-Procurement Portal. Bidders shall respond exclusively through the online portal within the prescribed timeline. Documents submitted by any mode other than the e-Procurement Portal shall not be considered, and non-submission of the required documents within the stipulated period may lead to rejection of the bid. However, seeking shortfall documents or clarifications is solely at the discretion of PAGREXCO and shall not be construed as a right of any bidder.

6.2 Evaluation of Financial Bids

- a. Evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- b. The bid price to include all cost components. The comparison of the responsive Bids shall be on total outgo from PAGREXCO's pocket, to be paid to the bidder, including all elements of costs as per the terms of the proposed contract, duly delivered etc. as the case may be, including any taxes, duties, levies etc.

7. Scope of supply/work

The successful bidder shall supply **225 Metric Tonnes (MT) Sugar (M31)** conforming to the specifications prescribed in Annexure A in the tender document. The scope of work includes procurement, packing, loading, transportation, insurance, delivery, and supply of the required quantity at the designated delivery location within the stipulated delivery schedule. The supplier shall ensure that the material is free from defects, complies with all applicable FSSAI standards and tender specifications, and is accompanied by the required test certificates, invoices, and statutory documents. All costs up to the point of delivery shall be borne by the supplier unless otherwise specified in the tender.

8. Eligibility & Qualification Criteria

The bidder should upload the scanned copy of the following documents duly signed by the authorized signatory:

S. No	Criteria	Documents to be submitted
1.	Legal Entity: Bidder should have a legal status, as a single legal entity, must be incorporated and registered in India under statute or legal provisions like The Companies Act, 1956 and The Companies Act, 2013 or a Limited Liability Partnership (LLP) registered under the Limited Liability Partnership Act, 2008 or The Indian Partnership Act, 1932, or a proprietorship firm duly registered under a Central Act/Act of Punjab, as applicable.	Certificate of Incorporation as per the statute under which the Bidder is registered indicating the dates of incorporation / Registration.
2.	Bidder should have valid Certificates of 1.PAN 2.GST 3.EPF 4.ESIC. 5.FSSAI	Copies of PAN Card, GST, EPF, ESIC and FSSAI Registration Certificates. Note:- If any of the certificate is not applicable, bidder is required to give undertaking on letter head.
3.	Bidder should have Average Annual Turnover not less than Rupees 1 Crore for the latest three financial years (FY 2022–23, FY2023–24 and FY 2024–25).	Turnover certificate from a Chartered Accountant/ Cost Accountant of the latest 3 financial years (FY2022–23, FY 2023 – 24 and FY 2024 – 25) OR Annual Financial Statement of the last three financial years (FY2022–23, FY2023–24 and FY2024–25);
4.	The bidder shall have filed Income Tax Returns for the last three assessment years , as applicable.	Copies of the ITR acknowledgements may be submitted as documentary evidence of tax compliance.
5.	The bidder should have experience in the supply of sugar to Government Departments, PSUs, Cooperative Institutions, during the last three (3) financial years and the current financial year up to the bid submission date.	Copies of 03 Purchase Orders/Work Orders along with satisfactory completion certificate shall be submitted.

6.	The Bidder should not be blacklisted by any Department/ Ministry of Govt. of India/State Govt. /firm/ autonomous organization / statutory bodies/ Public Sector Undertaking / Public Sector Banks.	An Affidavit duly notarized on ₹100/- (Rupees One Hundred only) Stamp Paper stating: “Bidder/firm has not been blacklisted by any Organization/ Department/ Ministry of Government of India/ State Government/ firm/ autonomous organization/ statutory bodies/ Public Sector Undertaking/ Public Sector Banks in the last three years” By the authorized signatory.
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9. Commercial Terms & Conditions

- 9.1 **Price:** The rates quoted by the bidder shall be firm and fixed for the entire contract period and shall be inclusive of the cost of sugar, packing, loading, transportation, freight, transit insurance, handling, unloading (where applicable), labour, GST, all other applicable taxes, duties, levies, cess, and any other incidental expenses required for complete delivery of the material at the designated destination on a Free Delivery basis. No additional payment or reimbursement on any account whatsoever shall be admissible beyond the quoted rates. The quoted prices shall remain valid for the entire contract period, and no price escalation shall be permitted under any circumstances.
- 9.2 **Terms of delivery:** The delivery shall be made on a Free Delivery basis at Punjab Agri Export Corporation Limited, village Jahan Khelan, Una Road, Hoshiarpur-146110, Punjab. The quoted rates shall be inclusive of packing, loading, transportation, transit insurance and all other incidental charges up to the consignee's destination. No separate payment on account of freight or transportation shall be admissible. The successful bidder shall supply and deliver the required quantity of sugar to the designated destination **within 15 (fifteen) days** from the date of the delivery schedule communicated by PAGREXCO.
- 9.3 **Payment Terms:-** Payment shall be made within Forty Five (45) days from the date of successful delivery, inspection, acceptance of goods, and receipt of invoice/documents. No advance payment shall be admissible. No claim for delayed payment shall be entertained unless specifically provided in the contract. Statutory deductions shall be made as per rules.
- 9.4 **Quantity Disclaimer:-** The quantity mentioned in the tender is indicative and is subject to increase, decrease, or non-procurement, wholly or partly, at the sole discretion of PAGREXCO, depending upon the actual requirement, availability of funds, administrative reasons, or any other circumstances. PAGREXCO shall not be bound to procure the entire indicated quantity or to procure the quantity on a pro-rata basis and not bound to procure any minimum quantity. No claim whatsoever shall lie against the corporations on account of variation in quantity or non-procurement of any part of the indicated quantity. PAGREXCO reserves the right to place orders in full or in part, at any time during the contract period, depending upon its operations requirements.

- 9.5 **Risk Purchase:** If the successful bidder fails to supply the material within the stipulated delivery period or defaults in fulfilling the contract, PAGREXCO may procure the material from alternate sources at the risk and cost of the defaulting bidder. Any additional cost incurred shall be recoverable from the balance amount paid to the bidder or from the EMD/performance guarantee, without prejudice to PAGREXCO's other contractual rights and remedies.
- 9.6 **Earnest Money Deposited:-** Earnest money of the successful bidder shall be retained as performance guarantee of the contract and will be returned only after 30 days of successful / faithful execution / completion of the contract. The EMD/Performance Guarantee shall be liable to be invoked and forfeited, wholly or partly, at the discretion of PAGREXCO if the bidder fails to perform any obligation under the contract, including failure to supply the goods, breach of contractual terms, or non-compliance with the contract. No interest shall be paid on earnest money deposited/performance guarantee.
- 9.7 **Validity of the Purchase order/contract:** The Rates offered and accepted shall remain valid for a period of **one (01) year** from the date of issue of Purchase Order, unless terminated earlier in accordance with the terms and conditions of the contract by giving 15 days prior notice to the supplier. The rates finalized under this contract shall remain firm and fixed during the entire validity period and no request for escalation/increase in rates shall be entertained. PAGREXCO reserves the right to place orders/delivery schedule during the validity period of the contract as per the actual requirement, without any obligation to procure the entire quantity mentioned in the tender. PAGREXCO reserves the right to extend the contract for a further period on the same rates, terms and conditions, subject to mutual consent of both the parties and satisfactory performance.
- 9.8 **Liquidated Damages:** Time shall be the essence of the contract. In case of delay in supply of material beyond the stipulated delivery period, PAGREXCO shall have the right to levy Liquidated Damages (LD) @ 0.5% of the value of the delayed quantity per week or part thereof, subject to a maximum limit of 10% of the value of the delayed quantity. The LD shall be recoverable from any amount payable to the supplier or from the EMD/Performance guarantee/other dues. The levy of LD shall be without prejudice to the other rights and remedies available to PAGREXCO under the contract.
- 9.9 **Force Majeure:** PAREXCO shall not be liable for any failure or delay in performance of its obligations under the contract due to events beyond its reasonable control, including but not limited to natural calamities, flood, earthquake, war, riots, strikes, lockouts, government restrictions, change in law, or any other unforeseen events. In case of delay due to force majeure, the party affected by such event shall promptly notify the other party in writing, providing reasonable details and supporting documents. PAGREXCO shall have the right to grant suitable extension of time or take appropriate decision as deemed fit in such circumstances. The decision of PAGREXCO regarding applicability of Force Majeure shall be final and binding. Unless otherwise directed by PAGREXCO in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all alternative means of performance not prevented by the Force Majeure event.

- 9.10 **Blacklisting/Debarment:** PAGREXCO reserves the right to blacklist/debar any bidder/supplier for a specified period in case of submission of false information/documents, failure to execute the order, non-supply of material, breach of contract conditions, or any fraudulent/unethical practice. An opportunity of being heard shall be provided before taking such action.
- 9.11 **Compliance with Laws:** The bidder/supplier shall comply with all applicable Acts, Rules, Regulations, Government notifications and statutory requirements during the entire period of the contract. Any consequences arising due to non-compliance shall be the sole responsibility of the bidder/supplier.

10. Disclaimers and Rights of Buyer

The issue of the Tender/ Bid Document does not imply that PAGREXCO is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) Reject any or all of the Bids, or
- b) Cancel the tender process; or
- c) Abandon the procurement of the material; or
- d) Issue another tender for the same material.

11. Arbitration

Any claim, dispute or difference relating to or arising out of this tender, which cannot be resolved amicably between the parties, shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 and amended thereof. The arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision/award of the Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be conducted at corporate office of PAGREXCO.

12. Jurisdiction

Any dispute, claim, or legal proceedings arising out of or in connection with this tender/contract shall be subject to Chandigarh jurisdiction only.

TENDER ACCEPTANCE LETTER
(on the letter head of the bidder)

To,

The Chief Executive Officer,
Punjab Agri Export Corporation Ltd.,
Plot No 2-A, Sector 28-A,
Chandigarh.

Tender Reference No:- _____

Name of the tender/work:-Tender for Supply of 225 MT of Sugar (M31) at Hoshiarpur, Punjab.

Dear Sir,

1. I have downloaded the tender documents for the above mentioned Tender/Work from the website www.eproc.punjab.gov.in as per your advertisement.
2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like Annexure(s) etc) of the Detailed Notice Inviting e-Tender which form part of the contract agreement and I/we shall hereby abide the terms/conditions/clauses contained therein.
3. The Corrigendum(s) issued from time to time by your department/organization has also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender terms and conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5. I/we certify that the material quoted by our firm comply all required Technical Specifications mentioned in the DNIT (Detailed Notice Inviting Tender).
6. The rates quoted in commercial bid are inclusive of all taxes, duties, labour charges, material, transportation, loading etc.
7. The rates quoted are valid for a period of Ninety (90) days from the date of opening of financial bid.
8. I/we certify that all information furnished by our Firm is true and correct and in the event the information is found to be incorrect/untrue, then organization shall without giving any notice or reason thereof or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Punjab Agri Export Corporation Limited
Plot No. 2-A, Sector: 28-A, Madhya Marg, Chandigarh-160002
Ph: 0172-2656242, 5074210 Fax: 0172-265627 Website:
www.punjabagro.gov.in CIN:U51909CH1997SGC019321



10 I/we understand that you are not bound to accept the lowest or any tender you may receive.

Thanking you,

Yours faithfully,

Date:

(Signature of authorized person)
(Stamp)

Technical bid

Tender for supply of 225 MT Sugar (M31)		
Sr. no.	Description	Attached Yes/No
1	Name & complete address of the bidder.	
2	Name of the Person and contact details.	
3	Copy of Proprietor/ Firm/ Company's Registration Certificate	
4	Copy of	
a)	Permanent Account Number (PAN)	
b)	GST Registration Certificate	
c)	EPF Registration certificate	
d)	ESIC Registration certificate	
e)	FSSAI Registration certificate	
5	Annual Financial Statement or Financial Turnover certificate of the Last Three years.	
6	ITR of last three years	
7	Copy of the Purchase orders and Completion certificate	
8	Non Blacklisting/non debarment Certificate	
9	Duly signed copies of all pages of DNIT	

(Signature of authorized person)
(Stamp)

Annexure-A

SPECIFICATIONS OF SUGAR (M31)

Material Name	Sugar (M31)	
Material Name	RM Sugar crystal	
General description	Sugar shall be white, crystalline and free from harmful substances	
Color	White	
	Quality attributes	Specifications
1.0	Physical Properties	
1.1	Sugar Type	M-31/Refined
1.2	Color	NMT 45 ICUMSA
1.3	Appearance	Crystalline, free-flowing
1.4	Moisture Content	$\leq 0.05-0.1\%$
2.0	Chemical Properties	
2.1	Purity (SUCROSE)	99.9% or higher
2.2	Ash Content	$\leq 0.05\%$
2.3	pH	6.0 to 8.0
3.0	Microbiological Properties	
3.1	Total Plate Count	<100 Cfu/g
3.2	Yeast and Mold	<10 Cfu/g
3.3	Coliform	Absent
4.0	Type of Packaging	Should be in Food Grade bags
5.0	Weight of unit	Min. 50 kg
6.0	Condition of Packaging	Intact and Dry
7.0	Labelling	Correct labels with necessary details

(Signature of authorized person)
Stamp