

PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)

GSTIN: 34AAACP1909J1ZL

CIN: U15511PY1971SGC000113

RS No. 144 & 145, Ariyapalayam,
Villianur, PUDUCHERRY, 605 110.
Web: <http://pdindia.in>

Tel: 0413-2666844 / 2667578
Fax: 0413 - 2661556.
email: pdl@dataone.in pdl.pon@nic.in

Short e-Tender Notice for the Supply of Extra Neutral Alcohol

“E-Tenders” are invited *from the reputed and established manufacturers / suppliers/ traders for the Supply of minimum 15 lakh litres of EXTRA NEUTRAL ALCOHOL (IS: 6613-2002) (in three months)*

1. Tenderers should submit their tender online at the Government website <https://pudutenders.gov.in> with proof (scanned copy) of payment of Tender Fee of Rs.2,500/- and EMD for an amount of Rs.10,00,000/- paid as separate Demand drafts drawn in favour of Puducherry Distilleries Ltd., Puducherry from any Bank and payable at Puducherry.
2. The Tender details, and ‘Terms and Conditions’ may also be downloaded from the website www.py.gov.in and <http://pdindia.in> for reference only. **Tenders will be processed online only.**
3. The technical tender and other documents will be evaluated only on physical receipt of Tender fee and EMD demand drafts as specified in the tender document in a separate, sealed envelop superscribed as “Tender fee, EMD for supply of Extra Neutral Alcohol” on or before 03/08/2019 (12.00 Noon) at the Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry-605 110.

Sl. No.	Subject	Date and time
1	Bid submission start date	27/07/2019 at 10.00 A.M.
2	Last date of Submission of Tender Fee, and EMD at PDL office	03/08/2019 at 12.00 Noon.
3	Online Bid Submission end date	03/08/2019 at 12.00 Noon
4	Date of opening of technical bid online by the Committee	03/08/2019 at 2.00 P.M.

Place & Date: Puducherry. 25-07-2019.

MANAGING DIRECTOR

ABBU: E3/2019

PUDUCHERRY DISTILLERIES LIMITED

(A Government of Puducherry Undertaking)

GSTIN: 34AAACP1909J1ZL

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DETAILED E-TENDER TERMS & CONDITIONS FOR THE *PROCUREMENT OF EXTRA NEUTRAL ALCOHOL* *on F.O.R. BASIS*

In the following clauses of this Tender Schedule the expression "Company" means *Puducherry Distilleries Ltd.*, (PDL) and "Managing Director" means *Managing Director of Puducherry Distilleries Ltd.*

1. GENERAL :

1.1 E Tenders are invited from the reputed and established manufacturers/ suppliers/traders possessing valid Licence and other required licences issued by the competent Authority of any State Government / Union Territory in India, for the supply of about **15 lakh litres** of Extra Neutral Alcohol conforming to **IS- 6613:2002** for our Arrack Blending and Bottling Plant at Ariyapalayam Village in Villianur Commune, Puducherry.

1.2 The Arrack Blending and Bottling Unit at Ariyapalayam, is situated on the National Highway (*Puducherry-Villupuram*) No.45-A at a distance of about 12 kms from Puducherry and about 28 Kms from Villupuram. Puducherry is accessible by road from Chennai by the Chennai-Trichy Highways as well as by East Coast Road, and the distance from Chennai is about 150 to 160 Kms.

1.3 The Tender is hereby floated without prejudice to the Company's right to participate in the Tenders floated by other State Governments or their Authorities for the sale of ENA.

1.4. The Tenderer should not be an employee / officer of the Company or their relative. The Tenderer should not be a licensed Arrack vendor of the Company during the entire tenure of the contract or a relative (as defined under the **Companies Act, 1956** under *Section 6*) of any of the licensed vendor of the Company. Also such above referred person should not be appointed by the finalized Tenderer as his or their Representative to execute any Agreement with the company for the supply or as their Transport Agent / Contractor for effecting the supply of ENA.

2. SCOPE OF SUPPLY :

2.1 The Company proposes to procure necessary Extra Neutral Alcohol (ENA), from the reputed and established manufacturers/suppliers/traders having valid licences issued by the respective State / UT Governments.

2.2 The Tenderer may have to supply a minimum of **15 (Fifteen) lakh litres** of ENA during the contract period. However, the Company may require an additional quantity of 5 (Five) lakh litres of ENA during the contract period or in the extended period of the contract after signing the Agreement. Out of the fifteen lakh litres, 5.0 Lakh Litres of ENA should be supplied within the validity period of the permits (*Please refer to Clause 7.1 also*). The balance quantity of ENA should be supplied to the company within **three** months from the date of entering into the Agreement as per the Schedule given by the Company. The Company will not lift any quantity of ENA from the Tenderer if it does not comply with the specifications given in the Tender Schedule.

2.3 The strength of ENA should not be less than **96% v/v** and should strictly conform to IS: 6613-2002. The quality of ENA should be acceptable to the clients of the company in respect of secondary odour / taste. The decision of the Company in respect of odour / quality is final even though the product fulfils the ISI specifications.

3. OFFER :

3.1 The Tender shall be submitted only if the Tenderer is agreeable to all the terms and conditions of this Tender. **Tenders are to be submitted through e-procurement platform at <https://pudutenders.gov.in>, only.** Tenders submitted in any other form will not be accepted.

3.2 SUBMISSION OF TENDER FEE and EMD AT PDL OFFICE:

3.2.1 Tender Fee and E.M.D. in the form of Demand Draft / Bankers cheque in original shall be submitted personally or by post in sealed envelope superscribed "**Tender Fee and EMD for the supply of ENA**" should reach

The Managing Director,
Puducherry Distilleries Ltd.,
R.S. no.144 & 145, Ariyapalyam,
Villianur, Puducherry – 605 110.

latest by 12.00 Noon. on 03-08-2019. Tender Fee /EMD received after the due date and time will not be entertained and will be summarily rejected. The Company is not responsible for any postal/courier delay.

3.2.2 **The PRICE BID should not be enclosed in the envelope containing Tender Fee/EMD documents. Nothing else should be enclosed failing which the offer will be treated as invalid.**

3.2.3. The Earnest Money Deposit will be refunded to the unsuccessful tenderer after the finalization of tender by the way RTGS / Company's cheque.

3.2.4. The Tender without Tender fee and EMD will be rejected.

3.2.5. As the opening of the envelope containing tender fee / EMD documents is the First step in bid evaluation, any violation of this clause will lead to invalidation of the tender in this stage itself. Therefore care shall be taken to ensure no other enclosures are placed in this cover except the ones that are specified.

3.3. INSTRUCTION TO TENDERERS FOR ONLINE SUBMISSION OF E-TENDER

3.3.1. The Tenderers who are interested in bidding can download tender documents from <https://pudutenders.gov.in>, <http://pdllindia.in>, www.py.gov.in

3.3.2. Tenderers who wish to participate in this tender will have to register on <https://pudutenders.gov.in>. To participate in online tenders, Tenderers will have to procure Digital Signature Certificate as per information Technology Act-2000 using which they can sign their electronic bids. Tenderers can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, Noode etc. or they may contact e-Procurement Cell, Government of Puducherry for further assistance.

Help desk No., 0120-4200462, 0120-4001002

(Help desk 10 A.M. to 6 P.M. on all working days)

e-mail: support-eproc.pon@nic.in eproc@puducherry.gov.in,
eprocurementpondy@gmail.com

Address: e-Procurement Cell, III Floor, Goubert Avenue, Chief Secretariat, Puducherry. 0413-2220225

3.3.3. Tenderers who already have a valid Digital Signature Certificate need not procure a new Digital Signature Certificate

3.3.4. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are ready in digital form and in requisite file formats. Generally accepted formats are .pdf, .xls, .jpg etc.

3.3.5. Training for the bidders on the usage of e-Tendering system is also being arranged by Puducherry Distilleries Ltd., on regular basis. Bidders interested for training may contact e-Procurement Cell, Government of Puducherry for booking the training slot.

3.3.6. Bidders are also advised to refer “**Bidders manual**” available under “Download” section of e-procurement portal <https://pudutenders.gov.in> for further details about the e-tendering process .

3.4 FILLING OF E-TENDERS

3.4.1 Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked with (*) have to be filled by the tenderers.

3.4.2 Tenderers should upload their **scanned copy of D.D. of Tender Fee and EMD** along with the online bid in the format as required by the e-procurement system.

3.5 THE TECHNICAL BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER.

The Tenderers are requested to upload the following three documents in Cover details of Cover No. 1 in the e-tender format and the supported file format is .pdf

3.5.1 **The scanned copy of Demand drafts** towards the cost of Tender Fee for **Rs.2,500/-** drawn in favour of Puducherry Distilleries Ltd., Puducherry and the scanned copy of a Demand draft towards Earnest Money Deposit of **Rs.10,00,000/-** drawn in favour of Puducherry Distilleries Ltd., Puducherry

3.5.2 **The scanned copy of the duly signed Tender Schedule Consent form** agreeing the terms and conditions of the tender conditions.

3.5.3 **The scanned copy of GST Registration certificate/PAN** of company/supplier.

Note:

3.5.4. The originals of the photo copy of documents wherever placed shall be brought when called for by the committee for verification failing which the tenderer will be treated as non-responsive and the tender is liable for rejection.

3.5.5. The documents once submitted will not be returned to the tenderer.

3.5.6. Mere submission of scanned copies of Demand Drafts for tender fee and EMD shall not entitle the Tenderer for the participation in the tender. **The fulfillment of the Clause 3.2 is also required.**

3.5.7. It may be noted that, in this technical bid portion, no price / cost / financial bid is to be enclosed / uploaded. If any of these is found in the technical bid, the tender will be rejected summarily.

3.6 THE FINANCIAL BID (BOQ) SHALL CONTAIN THE FOLLOWING:

3.6.1 Tender Offer form (BOQ) - Total price quoted shall be entered by the tenderer in the prescribed excel sheet.

3.6.2 The price should be quoted in rupee and paise only.

3.6.3 Price:

(i) The price per thousand litres of ENA is to be quoted on *F.O.R basis (landed cost)* inclusive of *cost (taxable value), GST/VAT and other levies of Central and State government including export duty/fee as applicable.*

(ii) The price may include expenses on excise/police escorts, transit insurance and other incidental expenses in connection with the above.

(iii) The transportation charges should be shown separately per KL in the prescribed excel sheet (BOQ). Separate transport bill with GST at minimum

GST rate shall be raised for payment , in case of transport arrangement made through Goods Transport Agencies (GTA).

3.6.4 The contractor is required to attend to all the formalities for obtaining the required Permits from the Excise Authorities of the State of origin and the *en-route* States at his cost.

3.6.5 The rates should be typed in the space provided ONLY in the BOQ format online.

3.6.6 No representation towards upward revision of price will be allowed. Ex-works price offered by the firm are not acceptable and such tenders will be summarily rejected. **The price should be quoted F.O.R delivery at Puducherry Distilleries Ltd., Ariyalayam, Villianur, Puducherry.**

Note:

3.6.7. The bid shall contain only the price list. Any discrepancy in this regard will cause the rejection of Price list.

3.7 THE OTHER IMPORTANT DOCUMENT (OID) SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER.

3.7.1. The scanned copy of the documents for supply of ENA by manufacturer/ supplier/traders for the past five years period (ie) copy of the Purchase order, Contracts and Agreement etc. These documents would be subject to further verification by the company, if required. Submission of any false information would lead to forfeiture of EMD. (to be uploaded under technical documents).

3.7.2 Documents supporting that the tenderers are the manufacturers/supplier/traders of ENA. (to be uploaded under general certificate sub category Incorporation certificate)

3.7.3 The scanned copy of the licences issued by the local Excise authorities (to be uploaded under miscellaneous documents)

3.7.4 Latest Income-Tax verification / clearance certificate from Income Tax Authority. Permanent Account Number of Income Tax should be quoted in the offer without fail.

3.7.5. Duly filled in Technical tender details as per Annexure – A for manufacturers only (to be uploaded under technical documents).

3.7.6 The scanned copy of consent letter for the supply of Fifteen lakh litres of ENA. for manufacturers only (to be uploaded under miscellaneous documents)

3.8 In the event of any discrepancy in respect to the price quoted, the “Company” reserves the right to accept or reject the tender.

4. EARNEST MONEY :

4.1. The Tenderer is required to furnish an Earnest Money Deposit of **Rs.10,00,000/- (Rupees ten lakhs only)**, by way of Demand Draft, Bankers' Cheque, etc., drawn in favour of "**Puducherry Distilleries Limited**" payable at Puducherry / Villianur as instructed in Clause 3.2 and 3.5 (i).

4.2 Tenders received **without** Earnest Money Deposit will be summarily rejected.

4.3 The Earnest Money of the unsuccessful Tenderers will be refunded without any interest by way of **crossed cheques/RTGS** only.

4.4 The Earnest Money deposited by the successful Tenderer will be retained / adjusted towards the Security Deposit for the due and faithful fulfillment of the contract, but shall be forfeited, if such Tenderer fails to deposit the requisite security deposit and execute an Agreement within 7 (seven) days from the date of receipt of the letter of acceptance of the Tender issued by the Company by email or fax communication. The EMD stands forfeited if the offer is withdrawn by the Tenderer before the expiry of the Tender validity period.

5. SECURITY DEPOSIT :

The successful Tenderer shall, **within** 7 (seven) days from the date of receipt of the letter of acceptance of tender, deposit with the Company an amount of **Rs.20,00,000/- (Rupees Twenty lakh only)** as Security Deposit. The Security Deposit may also be furnished by means of a Bank Guarantee executed in favour of the Company, from a scheduled bank for a period of **four months** from the date of signing the contract.

6. AGREEMENT :

The successful Tenderer **within within** 7 (seven) days from the date of receipt of the letter of acceptance should remit the requisite Security Deposit and execute a Contract with the Company containing all the terms and conditions mentioned herein. **Only a Senior Executive in whole time employment in the participating Distillery/supplier/trader any official**, duly authorised by their Board / Chairman / Managing Director / Partners **can sign the Agreement**. In the event of failure on the part of the successful Tenderer to sign the Contract within the above stipulated period, his/their Earnest Money Deposit will be forfeited and the acceptance letter issued by the company shall stand cancelled. If necessary, before entering into an Agreement, the Company may place a trial order for the supply of ENA or depute its technical official for inspection/testing of the quality of ENA. During the trials, **the tenderer should commence the supply of ENA within ten days/ at the earliest from the date of issue of Import permits**. It may please be noted that the Company will be in a position to give firm acceptance and enter into Agreement and other formalities such as payment of Security Deposit etc., only after the product is fully tested in our plant and also subject to receipt of satisfactory report / feedback from the concerned Government authorities. In case of failure in effecting the supply, the contractor should compensate the Company for the difference in amount incurred by the Company in arranging the supply through any other party.

7. COMMENCEMENT OF SUPPLY :

7.1 The successful Tenderer should commence the supply of ENA within **fifteen days** *repeat fifteen days from the date of issue of supply schedule along with the permit documents which will be issued after completion of all formalities like submission of Security Deposit and signing of Agreement.* In case of failure to do so, the Managing Director has the right to cancel the supply order forthwith with all attendant penalties against the defaulter(s).

7.2 **The Tenderer shall intimate well in advance the exact route plan for the transportation of ENA, the tankers capacity and the tankers' registration numbers and the time and date of commencement of the journey to the Excise the Company.** The Contractor shall adhere strictly to the route plan approved by the Excise Department. The tankers to be used for transportation of ENA should be the tankers used exclusively for the transportation of RS / ENA. **The tankers will be leak proof, clean and free from foreign substances and odours and shall have Excise sealed lid.** ENA transported without the sealed lid, without full tightened lids at each compartments and tightened without sealing wire at the dispensing points of these compartment pipelines or tampered seal or transported without the supervision of Excise / Police Escort or without prior testing by the duly appointed / drawn officials of the Company, will be liable for rejection. The Company will not take any responsibility for losses or damages suffered by the Tenderer on account of this rejection. In addition, the Tenderer should comply with and adhere to the rules, conditions and guidelines framed by the Excise Authorities of Puducherry and the State of origin as contained in the Import and Export Permits. He shall also comply with all other laws as are applicable. The Company will not entertain any request for submission of an Indemnity Bond without reason unless specified in the origin State's Excise rules and regulations.

7.3 The strength of Extra Neutral Alcohol should not be less than 96% v/v and should strictly conform to **IS: 6613:2002**. The Company will depute its own official(s) to the respective distillery from where ENA will be bought to test the quality, quantity and the strength of the ENA.

7.4 The ENA received at Company's site will be verified by the officials of this Company and also by an expert drawn for this purpose in the presence of Excise official in respect of the quantity, strength and quality. If on analysis of such ENA, the report reveals any non-conformation to the prescribed standards, defect / colouration or any other contamination, the Company will have the right to summarily reject that consignment of ENA. The decision in this regard taken by the Managing Director of the Company will be final and binding on the Tenderer.

7.5. If the supply made does not meet the above specification of 68 O.P. but fulfills all other conditions, it will be considered subject to such penalties and deductions as may be worked out by the Company based on the receipt strength of ENA.

7.6. Whenever the Tenderer is authorised to use the Import Permits issued in the name of the Company, the Tenderer shall undertake to indemnify the Company and to assume full legal responsibilities for proper and systematic use of the Import Permits for ENA and for any misuse thereof, it will be solely and exclusively his responsibility under law and for any lapse / mistake on his part till the ENA is

delivered at the Company's Ariyapalayam site, all legal action shall be directed towards the Tenderer only. The Tenderer must utilise the Import Permit to procure the ENA within the validity period mentioned in the import permits. It is the sole responsibility of the successful Tenderer to comply with all necessary and applicable Excise and Transportation formalities of the State of origin and the en-route States.

7.7. The tankers should reach only on working days during working hours of the company. The unloaded tankers should be cleared from the company premises within SIX hours from the completion of unloading beyond which a ground rent will be charged from the contractor.

8. DELIVERY PERIOD :

The total quantity of ENA is to be supplied as per the delivery schedule given by the Company at the time of execution of the contract or from time to time. The contractor must strictly adhere to the delivery schedule given by the Company failing which the Managing Director has the right to cancel the supply order forthwith with all attendant penalties against the defaulters.

9. OTHER TERMS AND CONDITIONS :

9.1 Copies of any documents produced with tender including Xerox copies, should be clear and legible, otherwise it will not be considered. If the required certificates are in the language other than English, attested copy of English version should be furnished for verification and record.

9.2 The tenders are evaluated electronically on-line. During this process, entry to participate in the Tender Opening Committee Meeting is restricted only to bona-fide Tenderers or one of their Authorized Representative.

9.3 The Tenderers or their Authorized Representative who are present shall produce the authorization letter and sign in Attendance Register evidencing their presence during the opening of tenders.

9.4 The Tenderer or their authorized Representatives who are present at the time of opening of Tenders shall not bring the Mobile Phones to the Venue.

9.5 In the event of the date of submission or opening of tender, being declared as a holiday for the office of the tendering authority, the due date for submission of tender and opening of tender will be the following working day at the same time.

9.6 The verification of documents in the technical bid, the decision to open financial bid to readout the prices quoted by the tenderer, by the tender opening committee is only provisional subject to further verification.

9.7 The Tenderer shall bear all costs associated with the preparation and submission of his tender the Company will in no case be responsible or liable for these costs, regardless of the conduct outcome of the Tendering process.

9.8 The Tenderers are responsible to furnish all the required particulars along with the tender. No correspondence will be made on this account from this office/

department.

9.9 The Tenderer has to produce any other documents / Certificates / particulars required by the respective exporting / importing State Excise Department while the Company applies for Export Permits for lifting of the ENA from the Tenderer.

10. MODE OF PAYMENT :

10.1 Payment for the supply of ENA will normally be made in three days on receipt of the same at Company's end and after due verification by the officials of this Company in the presence of Excise officials in respect of the strength, quality and quantity. However, *the concerned Exporting State's Excise Rules and Regulations, if any, in this regard will be also be taken into account.*

10.2. For effecting the payments, no request to register any Power of Attorney executed by the contractor will be entertained. All payments will be made through RTGS on the Contractors name only at the cost of the tenderers. The supplier *should raise Taxable Invoice wherever applicable as per GST Act with all the details required thereat.* Payments will be made against invoices per Permit, raised by the successful Tenderer (*viz., by the supplying Distillery only*). No middlemen's bills on behalf of the contractor will be entertained for any part or item of supply in this regard. No procurement advance would normally be granted by the Company. However, if the supplier requests so in writing, the payment against each invoice will be done as under OR as may be stipulated by the Export State Excise procedures.

- a. 50 % payment will be done in advance before loading of the tankers.
- b. 50 % payment after delivery, analysis and acceptance of the consignments at our end within three days.
- c. Separate transport bill with GST at minimum GST rate shall be raised for payment, in case of transport arrangement made through Goods Transport Agencies (GTA).

10.3 *The Company's final product is Arrack for human consumption and out of GST Act. The supplier shall be required to pass on GST/ ITC benefits wherever possible or applicable to the Company by giving a discount or reduction in price or cost in the invoice itself specifically.*

11. TRANSPORTATION :

11.1 It is of utmost importance that the ENA should be transported in clean tankers fully complying with the Motor Vehicles Act and all other laws in force and the tankers should be absolutely free from foreign odour such as kerosene, diesel, petrol or any other material. If the ENA delivered at the Company site is found to be coloured or have the foreign odour, the entire quantity will be summarily rejected. The cleaning / servicing / rinsing of the tankers should be made at the tenderer's risk / cost.

11.2 The contractor should deploy sufficient number of clean and acceptable tankers with currently valid documents including calibration certificate to the satisfaction of the Excise Authorities at the Company, so that the ENA can be transported well within the validity period of the Permits.

11.3 The tenderer should get the tanker cleanliness certificate by the Company's chemist who will issue the same after the fullest satisfaction only.

11.4 The tanker lorries with ENA shall follow the routes specified on the Import/Export Permits and the permit papers should be got endorsed at the Excise Check-Posts specified on the permit. Each consignment of ENA shall be accompanied by sufficient Excise Escorts from the Excise Department. The expenses for engagement of Excise Escorts shall be fully borne by the Tenderer.

11.5 All the relevant documents like import/export permits, Transit Permits and Tankers Permits in original are to be carried along with the ENA tankers and must be kept updated for a period till that batch of ENA is delivered at the Company's site at Ariyapalayam.

11.6 If the unloading of the ENA at the site of the Company gets delayed due to unavoidable circumstances the Tenderer shall have no right to claim any demurrages from the Company.

11.7 If the vehicle is detained at any place by any statutory authority, it will be the sole responsibility of the Tenderer to get the vehicle released and no demurrage will be payable by the Company for the same.

11.8 As this Tender is for a **FOR contract**, any loss or damage to the ENA due to an accident of your vehicle during transportation will be at the contractor's own risk only. The contractor should however intimate the Company about the accident immediately. The cost of the quantity lost, if any, will be recovered from the bill.

12. RIGHT TO ACCEPT OR REJECT TENDER AND TO POSTPONE THE LAST DATE FOR RECEIPT AND/OR OPENING OF TENDER :

12.1 The right to accept or reject the Tender will always rest with the Company. The Company does not bind itself to accept the lowest Tender and reserves the right to reject any or all the Tenders received without assigning any reason whatsoever. The whole contracted quantity may be split between two or more suppliers, if considered expedient in the interest of the Company.

12.2 The Company shall have the right to postpone the last date for receipt and/or opening of Tenders and may do so without assigning any reason whatsoever and a corrigendum to this effect will be issued by the Company.

13. CONTRACT VALIDITY PERIOD :

The price quoted in the Tender shall remain **valid for a period of three months** or till the completion of the last batch of ENA permits which has remained not supplied at the end of such **three months** period of contract, whichever is later from the date of signing of contract. However the Company has a right to extend this period by **one month** on the same terms and conditions.

14. PRICE ESCALATION :

No request for price escalation will be entertained under any circumstances and the price agreed in the contract shall be final. The contractor is not entitled for any additional payment over and above the amount specified in the contract on any account and the contractor is not entitled to any additional payment towards escalation.

15. ADDENDA :

Addenda, if any, to this Detailed Tender Conditions may be issued prior to the Tender opening, if found necessary.

16. RIGHT TO TERMINATE CONTRACT :

16.1 The Managing Director of the Company shall be entitled to terminate and discharge the contract without prejudice to the other rights and remedies, if the contractor becomes insolvent or fails and / or neglects to effect the supply or delays the supply or violates the conditions of the contract without reasonable cause.

16.2 In case of termination of the contract by the Managing Director owing to the default on the part of the contractor, the Managing Director shall be entitled to appoint a new contractor or contractors to effect the supply and the contractor hereunder shall in such a case lose and forfeit all his rights and interest whatsoever on this contract. The excess amount that the Company may incur in getting the supply during the contract period will be recovered from such defaulting contractor. The Company reserves the right to engage two or more contractors for the supply of ENA at the finalised price of the **L1 Tenderer** with the intention to avoid any short supply of ENA by natural calamity and catastrophe and other reasons beyond the control of the Suppliers and the Company.

16.3 **If the quality of Extra Neutral Alcohol is not found satisfactory for the preparation of Arrack being sold to our licensed vendors, the Company has the right to cancel the supply schedule/order issued and cancel the contract at any point of time during the contract period.**

17. PENAL CLAUSE :

17.1 Time is the essence of the contract for the supply of ENA. In case the supply is not effected as per the supply schedule, the order will be cancelled, the contract will be terminated and the Security Deposit may be forfeited without prejudice to other penalties that may be imposed.

17.2 The supplier will be liable to pay penalty to the Company at the rate at which the Company will become liable to incur losses on account of any delay in supply. The losses may be computed by the Managing Director and such quantification shall be binding on the supplier. This penalty will be adjusted against any amount payable to the contractor by the Company.

17.3 If the contractor fails to supply or to comply with all or any of the terms and conditions of the contract it shall be open for the Managing Director or any person authorised by him on his behalf, to effect the supply through any other supplier / contractor and to collect from the defaulting contractor the losses

sustained by the Company on this. The decision of the Managing Director, Puducherry Distilleries Limited shall be final and conclusive in this regard and binding upon the contractor thereto and shall not be open to question or disputes upon any ground whatsoever.

18. SETTLEMENT OF DISPUTES :

In case of any dispute that may arise out of this Tender and contract, the same will be at the jurisdiction of **PONDICHERY** only.

19. SUBMISSION OF TENDER :

19.1 The technical tender and other documents will be evaluated only on receipt of Tender fee and EMD as demand draft as specified in the tender document in a separate, sealed cover superscribed as **“Tender fee, EMD for supply of ENA” on or before 03/08/2019 (12.00 Noon)** at the Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry-605 110.

Sl. No.	Subject	Date and time
1	Bid submission start date	27/07/2019 at 10.00 A.M.
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3	Online Bid Submission end date	03/08/2019 at 12.00 Noon
4	Date of opening of technical bid online by the Committee	03/08/2019 at 2.00 P.M.

{If the opening day happen to be a holiday, the next working day will be the date for opening}

19.2 Tenderers are requested to stick on to the date and time specified strictly. Tenders will be accepted only if submitted in the prescribed manner. Tenderers are requested to read the instructions help for tenderers, information about Digital Signature Certificate, resources required and bidder's manual kit at the home page of the website <https://pudutenders.gov.in> before submission of tender through online.

20. ACCEPTANCE OF TENDERS :

The Tender shall remain open for acceptance for a period of thirty days from 03/08/2019. The Company reserves the right to accept or reject any or all the Tenders without assigning any reason and this shall not be a matter of dispute under any circumstances.

Place: *Puducherry.*
Date: **25 - 07 - 2019.**

MANAGING DIRECTOR

ANNEXURE A

TECHNICAL DETAILS OF THE TENDERER'S DISTILLERY

1. Name and address of the distillery :
2. Responsible person to be contacted during lifting :
3. Inception of the plant :
4. Installed Capacity :
5. Licensed capacity :
6. Production details in previous years :

<i>Year</i>	<i>Name of the products</i>	<i>Production/annum in lakh litres</i>
2016-2017 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	
2017-2018 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	
2018-2019 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	

7. Operating period of the distillery:
8. Spirit Storage capacity : lakh litres
9. ENA stock position as on 29/07/2019 :
(in litres).
10. Type of Fermentation System:

11. Distillation system installed by :
12. Materials of construction
 i) Analyser column :
 ii) Rectifying column :
 iii) Coolers :
13. Whether the distillery is attached with sugar factory: YES / NO
14. Distillery operation for this Season started on :
15. Molasses Storage Capacity : M.Ts
16. Molasses stock position as on 29/07/2019 : M.Ts
17. Have you supplied ENA for Arrack (country liquor) production also :

*If yes, please give the list of your clients
 (please give Annexure separately)*

18. Route details from your Distillery to Puducherry Distilleries Ltd., :
19. Approximate Distance :
20. Other information / remarks, if any in support:

I/We declare that the facts, figures and particulars given above are true and correct.

Signature

TENDER SCHEDULE CONSENT FORM

I/We have read and understood the notice inviting tender, and all other contents in the tender document for the tender for the supply of ENA.

I/We hereby submit our tender for the supply of ENA to Puducherry Distilleries Limited as per the time specified in Tender Schedule.

I/We agree to keep the validity of the price quoted in this tender for **thirty (30) days** from the **date of opening of the tenders** thereof and will not make any modifications in its terms and conditions.

A sum of **Rs.10,00,000/-** has been paid through Demand Draft as Earnest money and submitted to your office. If I/We fail to comply with the terms and conditions of the tender, the **Managing Director, Puducherry Distilleries Limited, Puducherry** or his successors in the Company shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute the Agreement referred to in the tender documents upon the terms and conditions of the tender.

I/We agree for the condition that we, if the contractor when approved fails to supply or to comply with all or any of the terms and conditions of the contract it shall be open for the Managing Director, Puducherry Distilleries Limited or any person authorised by him on his behalf to effect the supply through any other supplier/tenderer/contractor and to collect from the defaulting contractor the losses sustained on this contract. In addition to the above, the Security Deposit and amount payable to me/us will be forfeited. The decision of the Managing Director, Puducherry Distilleries Limited shall be final and conclusive in this regard and binding upon the contractor thereto and shall not be open to question or disputes upon any ground whatsoever.

Dated.....

Signature of Tenderer with seal

Postal Address :