



No.10-1/Rice & Sugar/Tender/PAPSCO/2021-22

Date: 30.10.2021

**TENDER FOR SUPPLY OF SUGAR for  
PUDUCHERRY and KARAIKAL REGIONS  
OF UNION TERRITORY OF PUDUCHERRY**

**(TWO BID SYSTEM)**

**Published on 30.10.2021**

**SHORT TERM Tender for Supply of SUGAR for Puducherry & Karaikal regions**  
**of Union Territory of Puducherry**

**(Two Bids System)**

**(i)Tender Form Cost : Rs.5,000/- (Non-refundable)**

**(ii)Earnest Money Deposit : NIL : Bid Security Declaration to be submitted.**

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	30.10.2021	5.30 PM
2.	Document Download/issue Start date	30.10.2021	5.30 PM
3.	Document Download/issue End date	02.11.2021	2.00 PM
4.	Last date for publishing amendments, if any	02.11.2021	1.00 PM
6.	Bid Submission Start Date	30.10.2021	5.30 PM
7.	Bid Submission End Date	02.11.2021	2.00 PM
8.	Technical Bid Opening Date (Sample Test)	02.11.2021	4.00 PM
9.	Price Bid Opening Date (subject to finalization of Tech bid)	02.11.2021	4.30 PM

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**PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,**  
**(A Government of Puducherry Undertaking)**  
**Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.**  
**Phone No.0413-2249023/2249232; Fax: 0413-2248048**

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No.10-1/Rice & Sugar/Tender/PAPSCO/2021-22

Date: 30.10.2021

**SHORT TERM TENDER NOTICE FOR SUPPLY OF SUGAR FOR PUDUCHERRY & KARAIKAL  
OF UNION TERRITORY OF PUDUCHERRY**

Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO) invites sealed Tenders from the interested Registered Companies, Cooperative Societies, individual or partnership firm, or any other legal entity who may be Manufacturers/ Producers/Wholesalers/Traders of Sugar from within and outside Union Territory of Puducherry for supply of S-30/S-31 ISS Grade Sugar out of 2018-19/2019-20 Season's production for supply of SUGAR of 645 MT to meet requirement of Puducherry (523 MT.) & Karaikal (122 MT.) and delivering at the specified Fair Price Shops (or) Anganwadi Centres (or) Schools (or) any other places/points specified by PAPSCO at Puducherry and Karaikal Regions of Union Territory of Puducherry for free distribution to all family cardholders on account of Deepavali festival 2021. The quantity is subject to change in policy decision of Government of Puducherry.

**1. DETAILS OF TENDER DEPOSITS:**

- i) Earnest Money Deposit: NIL : Bid Security Declaration to be submitted.**
- ii) Security Deposit : 3 % of the value of the stocks ordered.**

**2. TENDER SCHEDULE:**

<b>Name of the Component</b>	<b>Download/issue of Tender Forms from the websites/ Regd. Office</b>	<b>Last date for filing of Tenders at Regd. Office</b>	<b>Opening of Tenders at Regd. Office of PAPSCO</b>
ISS Grade of S-30/31 Sugar Manufactured by Sulphatation Process.	5.00 PM of 30.10.2021 Upto 2 PM of 02.11.2021	Upto 2.00 PM of 02.11.2021	Technical Bid: At 4.00 PM Financial Bid: 4.30 PM on 02.11.2021 (subject to finalisation of Technical Bid)

3. Tender Form and Terms & Conditions (not transferable) can be downloaded from the websites <http://www.py.gov.in> and <https://dcsca.py.gov.in> at free of cost and also available at PAPSCO Registered Office, Agricultural Complex, Thattanchavady, Puducherry – 605 009 on payment of Rs.2,100/- (including tax) by way of cash or DD/Bankers Cheque during working hours till 2 PM of 02.11.2021.

4. If the dates mentioned above are declared as holidays, the Tender cover/sample will be received and the same will be opened on the next working day.

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5. On download and submission of tender, the tender fee of Rs.5,000/- should be submitted in the sealed tender cover of Technical Bid (Part-I Cover) by an Account Payee Demand Draft/Bankers' Cheque/RTGS/NEFT as mentioned above drawn on any Nationalized/ Scheduled Bank in favour of "M/s PAPSCO" payable at Puducherry. The application fee may be paid by means of RTGS/NEFT through Bank to the PAPSCO SBI Bank, Thattanchavady Branch, Puducherry Current A/c.No.35889668749; IFS Code SBIN0006842. The tenders without application fee stand summarily rejected
6. No Earnest Money Deposit. In lieu of EMD, **Bid Security Declaration to be submitted as per** I.D. Note/Office Memorandum bearing No.16018/F3/2018/Vol.(II), dt.04/6/2021 issued by the Finance Department, Govt. of Puducherry read with Office Memorandum No.F.9/4/2020-PPD, dt.12.11.2020 issued by the Ministry of Finance, Govt. of India.
7. The Manufacturers/Producers/PSUs/Wholesalers/Traders who are dealing with Sugar and blacklisted by the Government/ State Agency/any institution are not entitled to file/ participate in the tenders.
8. Minors/insane are not eligible to participate.
9. Physical/off-line Bid only shall be accepted. Only off-line payment/documents/samples as stated in tender conditions of technical bid will be accepted in physical mode. Conditional tenders and casual letters sent by the bidders also will not be accepted.
10. The bidders shall not directly or indirectly concerned or in any way deal with the officers or other persons employed by or under the authority of the Corporation in making the supplies hereby contracted for, nor shall the bidders either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any department under the Corporation, money or gratuity, fee or reward for any matter of thing or any way relating to the performance of the contract.
11. The Managing Director of M/s. PAPSCO, Puducherry reserves the rights to reject/accept any/all tenders or cancel the tender with or without assigning any reason.

Sd/-  
**(R. MUTHUKRISHNAN)**  
**MANAGING DIRECTOR**

**PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,**  
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**INTRODUCTION**

In the Union Territory of Puducherry, for Public Distribution System, M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO), Puducherry (A Government Company) registered under Companies Act, 1956 is the lifting agency for Puducherry, Karaikal and Mahe regions. In respect of the procurement and lifting of open market Sugar & Wheat, PAPSCO floats the tender for the 3 regions viz., Puducherry, Karaikal and Mahe; and the procurement will be done by PAPSCO for their respective regions as nominated by the Dept. of CS&CA, Puducherry. The authority is Managing Director for PAPSCO. The Registered & Branch Offices of M/s. PAPSCO are as follows:-

Sl. No.	Regions	Lifting Agency	Office Address
1.	Puducherry	M/s. PAPSCO, Puducherry.	<u>Registered/Head Office:</u> Agricultural Complex, Thattanchavady, Puducherry-605 009.
2.	Karaikal		<u>Branch Office:</u> Milk Society Complex, Karaikovilpathu, Karaikal – 609 605.
3.	Mahe		<u>Branch Office:</u> No IV/701, PAPSCO, Main Road, Mahe-673 310.

**SCOPE OF WORK**

The Government of Puducherry decided to distribute quality 2 Kg Sugar of S-30/31 Grade for Puducherry & Karaikal regions at free of cost to all family cardholders of Puducherry, Karaikal and Yanam regions. PAPSCO procures and distributes for Puducherry and Karaikal region. M/s. Yanam Coop. Stores Ltd., Yanam implements for Yanam region.

Therefore, PAPSCO invites Tenders from eligible interested Registered Companies, PSU's, Cooperative Societies, Individual or partnership firm or any other legal entity in India who may be Manufactures/producers/ PSUs/Wholesalers/ Traders from within and outside Union Territory of Puducherry for supply of Sugar of S-30/31 Grade and quantity of about of 645 MT to meet the requirement of Puducherry (523 MT.) & Karaikal (122 MT.) to deliver at the specified Fair Price Shops (or) Anganwadi Centres (or) Schools (or) any other places/points specified by PAPSCO at Puducherry and Karaikal Regions of Union Territory of Puducherry for free distribution to all family cardholders on account of Deepavali festival 2021. The quantity is subject to change in policy decision of Government of Puducherry.

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**TENDER FOR SUPPLY OF SUGAR PACKED IN 50 KG BAGS TO SPECIFIED FAIR PRICE SHOPS (OR) ANGANWADI CENTRES (OR) SCHOOLS OR ANY OTHER PLACES/UNITS SPECIFIED BY M/s. PAPSCO AT PUDUCHERRY AND KARAICAL REGIONS ON THE ENCLOSED TERMS & CONDITIONS:**

**ELIGIBILITY CONDITIONS:**

- 1.** The tenderer viz., Registered Companies, Cooperative Societies, PSU's, Individual or partnership firm, or any other legal entity in India – in case of Sugar Millers – in Sugar trade and in case of other than Sugar Millers viz., Producers/Wholesalers/Traders etc., in overall trade including Sugar shall have the minimum monthly average turnover eligibility criteria of Rs.1 Crore for participation for supply in both in Puducherry and Karaikal regions;
- 2.** The tenderer other than Sugar Miller shall be capable of trading the specified Sugar and required quantity. In this regard, a turn over certificate as per Annexure- VI and Balance Sheet and Profit & Loss Account along with Auditor's Report are required to be submitted.
- 3.** The tenderer should be an Income Tax Assessee. In support of this, attested copy of GSTIN Registration Certificate and latest Income Tax returns are required to be submitted.
- 4.** The Sugar Manufacturers/Importers/Sugar Traders/Wholesalers who have been black listed or debarred for any default connected with handling of Essential Commodities/Sugar from any Govt. Dept./Organization, will be excluded from the participation in the tender. An affidavit as per Annexure –VII duly attested by the Oath Commissioner/Notary is required to be submitted in support thereof.
- 5.** Unregistered partnership firm shall not be eligible.
- 6.** The tenderer should submit copy of registration certificate, trade license/import license issued by competent authority.
- 7.** The Managing Director reserves the right to relax/cancel any of the provisions contained herein above.

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**TERMS AND CONDITIONS**

**1. GENERAL**

- a) Tenders should be filled duly furnishing the required information as per Tender document.
- b) On download and submission of tender, the tender fee of Rs.5,000/- should be submitted in the sealed tender cover of Technical Bid (Part-I Cover) in the form of Demand Draft/Bankers' Cheque in favour of M/s. PAPSCO, Puducherry payable at Puducherry. The Government organization/PSU's/Cooperative Societies are also to pay the tender document fee.
- c) Tenders should be strictly in conformity with the prescribed terms and conditions. Tenders should not contain any conditions other than the prescribed. Tenderers, who deviate from these terms and conditions, are liable to be rejected.
- d) PAPSCO has the right to amend any of the tender conditions, as may be desired. If such an amendment is absolutely necessary, the same shall be communicated to the Tenderer which shall be made available on websites till the date and time fixed for receipt of tender.
- e) Tenderer should submit 3 sample in pet bottles/packets of half-a-Kg. (1/2 Kg.) of Sugar of S-30/31 Grade in sealed covers on or before the specified date along with the Technical Bid cover physically to the Registered Office, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry-605 009.
- f) Tenderers should be capable of start the supply immediately on 03.11.2021 and completing the entire supply of the ordered quantity of specified Sugar at the both Puducherry and Karaikal regions viz., i) For Puducherry region @ 50% per location in every 3 days and complete the entire supply of 523 MT within 6 days; and ii) For Karaikal region, to complete the entire quantity of 122 MT within 3 days.
- g) The Manufacturers/PSU's/Importers/Traders/Wholesales dealing with Sugar Trade who are blacklisted by the Government/State Agency/any firm are not entitled to file/ participate in the tenders for supply of Sugar. The Tenderers have to submit an affidavit in the prescribed proforma (Annexure-V) that they are not blacklisted by the Government/State Agency. If the blacklisted firm, etc., file tender in benami name, the same shall be stand rejected apart from forfeiture of Security Deposit furnished.
- h) Minors/insane are not eligible to file tenders.



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- i) Tender Form is not transferable. Tenderer should sign on all pages of the Tender Form.
- j) Tenderer is not entitled to withdraw his offer once the tender is filed.
- k) Validity of bid offer is 2 months from the date of opening the tender.
- l) All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the Secretary for Dept. of Civil Supplies & Consumer Affairs, Puducherry. In case the arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason whatsoever, the Dept. of Civil Supplies and Consumer Affairs, Puducherry shall be competent to appoint another person as Arbitrator. There will be no objection that the person so appointed is or was in the employment of the Corporation/ administration of the Govt. of Puducherry and as an employee of the Corporation had during the course of his duties expressed views on all or any of the matter of difference or dispute. The award of such arbitration shall be final and binding on the parties to this contract. The Courts of Puducherry only will have the jurisdiction in the matter of arbitration.
- m) The Managing Director reserves the right to relax/cancel any of the provisions contained herein above.

**2. EARNEST MONEY DEPOSIT**

- a) No Earnest Money Deposit. In lieu of EMD, **Bid Security Declaration to be submitted as per** I.D. Note/Office Memorandum bearing No.16018/F3/2018/Vol.(II), dt.04/6/2021 issued by the Finance Department, Govt. of Puducherry read with Office Memorandum No.F.9/4/2020-PPD, dt.12.11.2020 issued by the Ministry of Finance, Govt. of India.
- b) The format of Bid Security Declaration should be furnished in the format provide in Annexure- I.
- c) The tenders without **Bid Security Declaration** stand summarily rejected.



### **3. QUANTITY OFFERED**

- a) The tentative quantity requirement in respect of each region for distribution under the welfare activity of the Government is - Puducherry: 523 MT and Karaikal: 122 MT. The quantity of Sugar for distribution to the family cardholders may be varied as per the policy decision of the Government.
- b) The tenderer should be capable enough to supply the entire quantity of both the regions. Keeping in view of the immediate fulfilment of the Deepavali festival occasion, the entire quantity of 645 MT shall be assigned to a single bidder. In case of necessity, the large quantity may be divided and offered to other bidders in fair manner according to the necessity of the Govt. The bidder has no right to challenge in this matter.
- c) The contract period, quantity and accepted rate may be extended to further 3 months or more (or) reduced to any extent subject to the requirement and decision of the Dept. of Civil Supplies & Consumer Affairs, Govt. of Puducherry.
- b) The orders for supply to the selected tenderer/tenderers will be placed by M/s. PAPSCO as per the permits issued by the Dept. of Civil Supplies & Consumer Affairs of the respective region and accordingly, the tenderer should supply the quantity to the respective region at the contracted rate as per the schedule mentioned in the supply order.
- c) PAPSCO does not guarantee any volume of quantity at any given time and the decision of PAPSCO in this regard would be final and binding on the bidders and shall not be called into question by any bidder. PAPSCO reserves sole discretion in the matter at their respective region.

### **4. RATE OFFERED**

- a) A single rate shall be quoted per Kg. for both 2 regions viz., Puducherry & Karaikal for supply of the Sugar in 50 Kg. (net weight) in Polypropylene(PP) bags (PP bag of the supplier) inclusive of cost of PP bag for Puducherry & Karaikal regions.
- b) The rates are inclusive of packing charges, all Duties, GSTIN and any other statutory taxes as applicable, all expenditures of loading charges at their point, transportation to the specified Fair Price Shops or Anganwadi Centres or Schools or any other places/units specified by M/s. PAPSCO at their respective regions of Puducherry & Karaikal, transit insurance and unloading charges, etc. at and upto the specified places.
- c) The rate quoted shall be in Indian Rupee and would be in force for the entire contract period. PAPSCO is not responsible for any fluctuation of price either in

Domestic Market or International Market and no request or representation for revision of rate will be entertained.

- d) Based on the rates received, PAPSCO reserves the right to select the rate according to the variety and any quantity of single/number of bidders to meet the requirement of Govt. of Puducherry in implementing the scheme and award supply contract to one or more bidders and the same would be final and binding on all the bidders.
- n) To complete the entire supply schedule of the ordered quantity of specified Sugar at the both Puducherry and Karaikal regions viz., i) For Puducherry region @ 50% per location in every 3 days and complete the entire supply of 523 MT within 6 days; and ii) For Karaikal region, to complete the entire quantity of 122 MT within 3 days.

#### **5. CONTRACT PERIOD**

- e) The rate contract is for the entire supply period of November 2021 and PAPSCO reserves the right to extend the contract period to further 3 months or more (or) to reduce to any extent at the accepted rate or at the rate at which specified by the Government subject to the requirement and decision of the Dept. of CS&CA, Govt. of Puducherry.

Note: The specifications in Financial Bid (Price) should not differ from the original tender specifications; otherwise bid may be liable to be rejected.

#### **5. SUBMISSION OF TENDER**

- a) Tender should be submitted in two parts i.e., Technical Bid and Price (Financial) Bid.
- b) The Technical bid and the Price bid should be sealed by the bidders and kept in separate covers duly superscribed as “Part-I - Technical Bid” “For Supply of S-30/31 Grade SUGAR” separately and “Part-II - Price Bid” “For Supply of S-30/31 Grade SUGAR” separately and these two sealed separate covers are to be kept in single large cover, which should also be sealed and duly superscribed as “TENDER FOR SUPPLY OF S-30/31 GRADE SUGAR” and **should be addressed to “The Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009”** and shall have the name and address of the bidder. The samples should be placed in the technical bid cover, which is a part of the technical bid.

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- c) The Technical Bid may be submitted by the tenderers either in person in the Tender Box placed in the above mentioned address of **PAPSCO** or sent by means of Registered Post/Speed post/ Parcel/Courier, etc., as the case may be reaching the above address within the stipulated time. PAPSCO will not be held any kind of responsible for any kind of loss of the bid in transit, damage by rain, etc., whatsoever the reason. The bids received after the stipulated time will be summarily rejected.
- d) The schedule of tender floating, filing and opening is as follows:

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	30.10.2021	5.30 PM
2.	Document Download/issue Start date	30.10.2021	5.30 PM
3.	Document Download/issue End date	02.11.2021	2.00 PM
4.	Last date for publishing amendments, if any	02.11.2021	1.00 PM
6.	Bid Submission Start Date	30.10.2021	5.30 PM
7.	Bid Submission End Date	02.11.2021	2.00 PM
8.	Technical Bid Opening Date (Sample Test)	02.11.2021	4.00 PM
9.	Price Bid Opening Date (subject to finalization of Tech bid)	02.11.2021	4.30 PM

## 6. OPENING OF TENDERS

- a) Technical Bids filed will be opened at 4.00 PM on 02.11.2021 and Price Bids will be opened at 4.30 PM on 02.11.2021, which is subject to finalizing the Technical bid.
- b) The Technical bid involves **the** physical verification of documents ie,, Application fees, turnover, relevant certificates, etc., by the tender committee members comprising of
- (i) Company Secretary, PAPSCO, Puducherry,
  - (ii) The Inspector of Factories, Puducherry and
  - (iii) Official from the District Industries, Puducherry from the cadre of Asst./Dy. Director
- and subject to finalization of the Tender committee for the sample verification will be made.
- a) The bidders who are eligible in Technical bid and the samples submitted by the bidders are physically verified by the experts who are the part of the Tender Committee including Official from the Agriculture Department from the cadre of Addl. Director/Joint Director/Dy. Director of Agriculture Department, Puducherry

will analyse the,

- (i) Appearance,
- (ii) Colour,
- (iii) Odour,
- (iv) Taste,
- (v) Impurities,
- (vi) Foreign particles,
- (vii) Moisture content by physical touch etc,

and the samples which are passed by the technical members of the Tender Committee are sent to the Public health Laboratory/ any accredited or any other laboratory for analysis. Keeping in view of the immediate supply, pending receipt of satisfactory report from Public health Laboratory, the Price Bids will be opened at 4.00 PM on 02.11.2021.

- b) The selection of bidders of technical and Price bids will be announced during the tender process at every stage.
- c) If the date fixed for opening of Tenders happens to be Govt. holiday, the tenders filed/received will be opened on the next working day at the same time specified above.
- d) During opening of the tender, the tenderers should attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process of Tenders
- e) The Price Bid of the tenderer who qualifies in the Technical Bid only will be considered. Only the successful tenderers in Technical Bid are eligible to participate in further proceedings.
- f) Irrespective of the S-30/31 Grade of Sugar, the Rate offered by the qualified tenderer of the Technical Bids will be taken into consideration to arrive at the lowest rate offered by the tenderers viz L1, L2 and so on.
- g) Depending on the lowest rates received, negotiations will be conducted with all the tenderers. If necessary.
- h) The rate accepted is for the supply of contracted quantity in all respects for the Quantity Tendered for the prescribed period. Any request for revision of the rate accepted due to Price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stands rejected.

- i) After deciding the Lowest Rate by the Tender Committee, PAPSCO reserves the right to place purchase order on one or more tenderer(s) at the lowest rate for any quantity for any region, as may be agreed to be supplied by the Tenderers on the same terms and conditions for supply of Sugar within the time stipulated by PAPSCO.

#### **7. VALIDITY/LEGALITY:**

The bids of all bidders who have participated in the bidding will remain valid upto 2 months from the date of opening of the bid.

#### **8. NEGOTIATIONS**

- a) PAPSCO may conduct negotiation on the same day of opening of the tender or shall inform the tenderers about the date and time of the negotiations as per its decision.
- b) During negotiations the tenderers should attend either personally or through their authorized representative. The authorized person should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process to Tenders.
- c) Depending on the lowest rates received, negotiations may be conducted with L1 tenderer and in case, the lowest tender is not in a position to supply the required quantity, negotiations will be made with the second lowest tenderer to supply the balance quantity at the rate quoted by the first lowest tender and so on.
- d) As a general rule all the lots/quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of single bidder, who is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement is of critical and vital in nature, in such cases, the lots/quantity may be divided between the bidder, whose bid is accepted and the second lowest or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted. As such, depending on the lowest rates received, negotiations will be conducted with all the tenderers. If necessary.
- e) PAPSCO reserves the right to award the tender in full or in part to one or several parties. The decision of the Purchase Committee is final and binding on the tenderers.

## **9. RIGHTS OF PAPSCO:**

PAPSCO reserves the right to accept/reject any or all the tenders at any stage with or without assigning any reason whatsoever and the decision of the Managing Director in this regard is final and binding on the tenderer and cannot be called into question.

## **8. SECURITY DEPOSIT**

- a) Successful tenderer should submit Security Deposit at 3% of the total value of the quantity ordered for supply within three days from the date of acceptance of Tender in the form of Demand Draft in favour of M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited, payable at Puducherry for Puducherry from any Nationalized Bank (or) a Bank Guarantee to the equal amount of a Nationalized Bank to be got verified from the issuing Bank. The Government Organization/PSU's/ Cooperative Society are also to furnish the Security Deposit.
- b) The validity of the Security Deposit should be for 4 months period which includes the contract period as per clause 3(a) of the above condition.
- c) If the successful tenderer fails to furnish the Security Deposit within the time specified, the Bid Security Declaration in lieu of EMD shall be invoked besides recovery of consequential losses, if any, sustained by the Corporation apart from cancellation of award of supply contract and blacklisting of the tenderer.
- d) The Security Deposit shall be refunded to the Supplier upon successful completion of the agreement and on production of "No Demand Certificate" from the authorized officer, which is subject to the satisfaction of clause 10(b) of the tender condition.
- e) In case of the successful tenderer fails to supply the ordered quantity in full/partially, the Security Deposit stands forfeited/Bank Guarantee will be invoked and the tenderer will be blacklisted.

## **9. AGREEMENT**

- a) Successful tenderer should execute agreement as per terms & conditions in the Rs.100/- non judicial stamp paper with PAPSCO within three days on furnishing prescribed Security Deposit to M/s. PAPSCO. In the event of failure to execute the agreement, the Security Deposit or EMD as the case may be, stands forfeited apart from cancellation of supply contract besides blacklisting of the tenderer.

- b) PAPSCO is entitled to collect liquidated damages, if any, from the tenderer for his failure to comply with the terms and conditions of the Tender of the respective region.
- c) The supplier, if breaches any condition or clause of the agreement, M/s. PAPSCO is entitled to cancel the agreement and the agency concerned also entitled to demand and recover the losses incurred to it due to such breach agreement condition/clause.
- d) PAPSCO reserves the right to extend/modify/cancel the agreement according to the contract period and as per clause 3(a) and 4(e) above, subject to the decision of the Dept. of CS&CA, Govt. of Puducherry.
- e) If the Government Scheme is closed or partly revised or modified due to accidental decision of the State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified, then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/ receive any type of loss amount or cannot initiate any legal proceedings against M/s. PAPSCO.

## **12. SPECIFICATIONS**

- a) Only good quality of ISS GRADE Sugar strictly conforming to specifications as detailed at Annexure-I will be accepted. The stock should be free from artificial colour, conforming to fresh current season crop, i.e., out of 2018-19/2020-21 Seasons' Production, free flowing and sparkling white.
- b) Tenderer should furnish three samples half a Kg. (1/2Kg.) each in sealed pet bottles/packets with testing report conforming to the specifications prescribed herein, failing which, such tender will be rejected. PAPSCO may analyze through reputed analytical laboratory for conformity of the fixed specifications prescribed.
- c) The sample of the lowest tenderer may be sent for analysis prior to issue of supply order.

## **13. PACKING:**

- a) The Sugar should be packed and supplied in of 50 KG(net weight) new Polypropylene bags of 50 KG. capacity with inner polyethylene lining with machine stitched and contents on the bag shall conforming to the packaging rules in vogue.
- b) Net weight of Sugar packed should be 50 Kg. in standardized Polypropylene bag for Puducherry & Karaikal region. The tare weight for the 50 Kg new Polypropylene



empty bag shall be considered 160 grams per bag. If the net weight of the food grains less than the standardized weight the payment will be deducted and the action will be taken as per law.

- b) The bags should be only of approved supplier bag and the labeling if any on the bag should be as provided by PAPSCO and not of the bidder or other third parties. In case of any deviation in this regard, the Security Deposit of the tenderer will be forfeited besides blacklisting and the tenderer is only responsible for any consequences arising out the deviation.

#### **14.DURATION AND PLACE OF DELIVERY**

The supplier should start the supply of the ordered quantity of selected/approved Sugar within the stipulated period as per specification prescribed and complete delivery should be made at the specified places of M/s. PAPSCO at the respective region viz., Fair Price Shops (or) Anganwadi Centreds (or) Schools (or) any other place/unit i) For Puducherry region @ 25% per location in every 7 days and complete the entire supply of 523 MT within 12 days; and ii) to complete the entire quantity of 122 MT within 5 days from the date of acceptance of offer and delivery should start immediately from the date of issue of supply order by the Corporation at the agreed rate including transportation and other expenditure.

#### **15. FURNISHING INFORMATION**

- a) Supplier shall obtain the details of quantity from M/s. PAPSCO for the Puducherry and Karaikal regions.
- b) Supplier should inform PAPSCO of respective region, the quantity to be supplied well in advance by a day (i.e) prior to the day of supply. On assigning the area and FPSs/Anganwadi Centres/Schools/places specified by PAPSCO the supplier shall supply the Sugar accordingly.
- c) PAPSCO may undertake pre-dispatch inspection of stock by representative of its own office or any other Govt./Private Agency entrusted for that purpose at the premises where from the supplies are going to be made at the respective region. Supplier shall furnish a daily report to the authorized Officer at the respective region on supply of stocks truck wise and destination wise quantity delivered through e-mail and Fax also.
- d) Supplier should maintain complete account of supplies made and also furnish the details as and when requested by the authorized Officer of the respective region.

## **16. ACCEPTANCE OF STOCKS**

- a) The stocks conforming to specifications of Sugar of S-30/31 Grade as detailed at Annexure-I will be accepted. The stock should be free from artificial colour, conforming to fresh current season crop, i.e., out of 2018-19/2019-20 Seasons' Production, free flowing and sparkling white.
- b) At the time of delivery of stocks by the suppliers, the stocks may be subjected to quality check by the Quality Control Team/authorized representative of the lifting agency of the respective region at the loading point. Samples will be drawn as per the usual procedure of PAPSCO in the presence of suppliers or their authorized representative. One sealed sample so drawn will also be given to the suppliers. In the event of supply of stocks not conforming to specifications as indicated in the Annexure-I, such stocks are liable for rejection. The decision of the Quality Control Team/authorized representative at loading/ goods in transit/unloading points will be final and should not be disputed.
- c) Sugar should be of white crystalline product extracted from sound unfermented and undecayed Sugar cane by Sulphatation process, free from any foreign matter, taste or odour and have the sweet taste characteristic of white Sugar whether dry or in solution, it should be sparkling white in colour, free flowing and free from dirt and other extraneous contamination and fit for human consumption and specifications as detailed the Annexure-I.
- d) Supplier should hand over three half-a-kg (1/2 Kg.) sample of the Sugar to be supplied in pet bottles/sealed covers at the respective Officer Incharges of PAPSCO at the Puducherry and Karaikal regions on every consignment the Physical verification of Sugar by the Physical Test team for appearance, colour, odour, impurities, foreign particles, moisture content by physical touch test.
- e) Stocks conforming to the specifications will only be accepted. Stocks not conforming to specification stand summarily rejected and it is the responsibility of the supplier to take back the rejected stocks and replace the stock conforming to the specifications at the earliest but not beyond 2 days at their own risk and cost. Otherwise, necessary penalty/damage/demurrage will be charged, for which, the PAPSCO reserves the right and PAPSCO will not take any responsibility or otherwise once the stocks are rejected.
- f) Supply shall be subjected to physical quality analysis and the PAPSCO shall send samples of any consignment to the accredited or any other laboratory functioning under the aegis of the Govt. for analysis and the result of accredited/lab is final.

g) If the lab report/statements reveals that the Chemical Test of the Sugar fails to confirm to the prescribed specifications and was unfit for human consumption, such consignment as rejected, payment will not be made for the quantity of the Sugar distributed to the beneficiaries. Further action will be taken as per law for having supplied food grains which is not fit for human consumption. However, the supplier will be required to replace such Sugar with quality Sugar which is not yet distributed to the public.

h) The Standard Operating Procedure(SOP) issued by the Dept. of CS&CA, Govt. of puducherry issued for rice only. Hence, the SOP can not be followed in the case of Sugar item and the above generally accepted procedure will be followed as per decision of Tender Committee/Dept. of Civil Supplies & Consumer Affairs.

## **17. ADULTERATION**

The supplied Sugar should be without adulteration., Supply should be made in good quality and subject to verification by the Food and Drugs Administration. If adulteration is noticed in the food grains supplied, the supplier will be prosecuted besides blacklisting the firm and forfeiting the EMD and Security Deposit.

## **18. PENALTY ON DEFAULT/EXTENSION OF TIME**

- a) The entire ordered quantity of selected/approved Sugar should be supplied within the stipulated time at the respective region. No extension of time will be granted for supply of beyond the specified date fixed.
- b) But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the PAPSCO subject to the following conditions:
- (i) A penalty of Rs.50/- (Rupees fifty only) will be imposed per Qtl. per day subject to a maximum of Rs.500/- per MT. (or) 10% of the value of the quantity of the Sugar supplied at the region concerned after the due date fixed at the time of payment, according to the veracity of the default of the supplier.
  - (ii) If the supplier requires extension of time for completion of the contractual supply, on account of occurrence of any hindrances, he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.

- (iii) The PAPSCO may extend the delivery period with or without liquidity damage in case they are satisfied that the delay in the supply of goods are on account of hindrances beyond control, such reason shall be recorded while granting extension.
- c) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited/Bank Guarantee will be invoked besides blacklisting.
- d) In the event of failure to supply the ordered quantity by the successful tenderer within the stipulated time, the PAPSCO reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through limited tender system at the risk and cost of such supplier and the supplier is liable and responsible to make good the financial loss sustained by PAPSCO/Government. If the rate in this case is cheaper the benefit will not accrue to the supplier.
- e) In the event of failure by the successful tenderer (L1), PAPSCO is at liberty and also reserves the right to purchase the ordered quantity from the next lowest tenderer(s) (L2). In case of L2 is not in a position to supply, from the fair means purchase from the local/outside Sugar millers/merchants to ensure uninterrupted supplies. In such circumstance, the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the successful tenderer (L1). If the rate is cheaper, the benefit will not accrue to the supplier.
- f) PAPSCO reserves the right to charge penalty or withhold payment for any unsatisfactory stocks of supplied by the supplier for any consignment without prejudice to other rights and the decision of the PAPSCO being final and cannot be called into question. The supplier is liable to reimburse/compensate PAPSCO or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- g) Notwithstanding anything contained in the terms and conditions of this tender the PAPSCO is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply in the larger interest of PAPSCO.

#### **19. FORCE MAJEURE**

- a) In any of the force majeure circumstances, namely act of God, natural calamities, fire, Govt. of India's policy, Govt. of Puducherry's policy, any restriction imposed by State/ Central Government (excluding any stock limits),

strikes or lock out by workers, war, military operations of any nature and blockades preventing the Seller/Buyer, the performance of the contract shall be extended for as long as these circumstances prevail by PAPSCO.

- b) In the event of the circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which it may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.

## **20. BLACKLISTING AND RECOVERY OF LOSSES**

- a) In the event of failure by the tenderers at any stage of tender process/supply the Earnest Money Deposit or Security Deposit or Bills of supply will be forfeited by PAPSCO apart from cancellation of award of contract and blacklisting.
- b) If it comes to know that the tenderer selected is already blacklisted and not eligible at the time of this tender, the selected tenderers agreement will be cancelled by PAPSCO besides forfeiture of Security Deposit, black listing and recovery of consequential losses, if any, sustained by the Corporation on calling of another tender, etc. as the case may be.

## **21. PAYMENT**

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of Sugar supplied within 30 days on submission of the bills in triplicate, along with acknowledgement(s) obtained from the Official Incharge of the Fair Price Shops or any other places/units specified by PAPSCO at the unloading point at the respective region along with quality certification and advanced stamp receipt duly verified by the Officer Incharge of PAPSCO at the respective region. In case, the suppliers require demand draft, the same will be issued after deducting Bank charges.
- b) The payments will be made by agency concerned/Dept. of Civil Supplies & Consumer Affairs, Puducherry for Puducherry and Karaikal regions subject to the receipt of expenditure sanction from Government.
- c) Payment of interest on late payment of bills etc., will not be acceptable.
- d) No advance payment of any kind for the supply of Sugar will be made to the bidder.

e) No right to claim any payment before completion of the supply order. However, any payment according to the work completion may be made at the discretion of the PAPSCO in fair manner.

**23. SUB-LETING:** The supply contract awarded should be executed by the successful tenderers only and sub-letting any of the functions under the contract is not permitted.

**24. INDEMINITY:** The tenderers shall indemnify the Corporation against all claims which may arise in supply of inferior and low quality of selected/approved Sugar.

**-sd-**

**(R.MUTHUKRISHNAN)**  
**MANAGING DIRECTOR**

**PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,**  
**(A Government of Puducherry Undertaking)**  
**Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.**  
**Phone No.0413-2249023/2249232; Fax: 0413-2248048**

**CHECK LIST-I**  
**FOR TECHNICAL BID**  
**(PART – I COVER)**

No	Particulars	STATE YES OR NO
1.	Duly filled and signed Tender document and Technical Bid	
2.	Tender Form Fee Receipt/DD/Bankers' Cheque for Rs.5,000/- enclosed	
3.	For EMD – Bid Security Declaration in the prescribed format enclosed.	
4.	Three samples of half-a-Kg (1/2Kg) Sugar each in sealed pet bottles superscribed as "SAMPLE SUGAR (PART-I)" with testing report conforming to the specifications in Annexure-I.	
5.	Annexure-I (Technical Undertaking)	
6.	Attested copy of Registration Certificate issued by Competent Authority.	
7.	Attested copy of Trade License issued by Competent Authority.	
8.	Attested copies of valid GSTIN.	
9.	Certified copies of Income Tax returns of the past three years.	
10.	Attested copy of valid License Certificate issued by Competent Authority for Sugar Mills with period of expiry particulars.	
11.	Annexure-II (Financial Undertaking)	
12.	Annexure-III (Declaration for Code of Integrity & No Conflict of Interest)	
13.	Annexure-IV (Statement of Annual Turnover)	
14.	Last three years' audited Balance Sheet, Profit & Loss Account and Auditors' Report.	
15.	Annexure-V (Affidavit – Declaration of firm not blacklisted).	
16.	Ensure that the sealed Part-I Technical Bid cover should be separate and duly superscribed as " <u>Part-I - Technical Bid</u> " " <u>For Supply of SUGAR FOR PUDUCHERRY/KARAIKAL REGIONS</u> "	
17.	Ensure that the sealed Part-II Price Bid cover should be separate and duly superscribed as " <u>Part-I - Technical Bid</u> " " <u>For Supply of Sugar FOR PUDUCHERRY/KARAIKAL REGIONS</u> "	



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PART –I  
TECHINCAL BID

TECHNICAL BID FOR SUPPLY OF SUGAR FOR PUDUCHERRY & KARAIKAL  
For distribution to all family cardholders on accounts of Deepavali festival 2021

1. Name of the Bidder/Firm :
  
2. Permanent Address :
  
3. Address of the Head Office of Tenderer(Firm/Sugar Miller) :
  
- Phone Number :
- Email ID :
  
4. Address of the branch office in Puducherry/Karaikal or elsewhere in the Union Territory of Puducherry. :  
Phone Number :  
E-mail ID :
  
5. Whether Proprietary Firm or Partnership Firm :  
(copy of registration certificate to be Enclosed)  
- In case of Partnership firm, deed to be enclosed.
  
6. Name & Address of the Proprietor/ Partner/Managing Director/ :
  
7. Current Trade License issued by the competent Authority (copy to be enclosed) :
  
8. GSTIN Registration Certificate :

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(copy to be enclosed)

9. Registration Certificate :  
Issued by competent authority  
(copy to be enclosed)
10. Previous experience in supply of Sugar :
11. Turnover for each financial year  
during the last three years : 2018-19 : Rs. \_\_\_\_\_ Crores  
(Sale of Sugar exclusively : 2019-20 : Rs. \_\_\_\_\_ Crores  
In the Sugar business) 2020-21 : Rs. \_\_\_\_\_ Crores

<p><b>Note:</b> All the above said documents should be in the name of the firm/owner which participates.</p>
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12. Three samples of half-a-Kg. (1/2 Kg.) Sugar for Puducherry & Karaikal regions.

SIGNATURE OF THE TENDERER  
NAME:

SEAL :

**DATE**

**Bid-Security Declaration**

To  
The Managing Director,  
PAPSCO,  
Agricultural Complex,  
Thattanchavady,  
Puducherry -605 009.

Ref: 1. Tender Notification No.10-1/Sugar/Tender/PAPSCO/2021-22,  
dt. 30.10.2021  
2. Our Bid dated \_\_\_\_\_,

\* \* \*

I/We , ..... irrevocably declare as under:

I/We understand that, as per Clause 2 of Tender/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of disqualification as may be notified by you (without prejudice to PAPSCO's rights to claim damages or any other legal recourse ) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid, I/we failed to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

**Signature:**

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ (complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).

**ANNEXURE - II**

**QUALITY SPECIFICATIONS OF S-30/31 SUGAR**

Sugar should be of white crystalline product extracted from sound unfermented and undecayed Sugar cane by Sulphatation process, free from any foreign matter, taste or odour and have the sweet taste characteristic of white Sugar whether dry or in solution, it should be sparkling white in colour, free flowing and free from dirt and other extraneous contamination and fit for human consumption and specifications as detailed below:

<b>S.No</b>	<b>SPECIFICATIONS</b>	<b>ISS GRADE SUGAR S-30/31</b>
1.	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar Analysis ICUMSA Methods Book
2.	Polarisation	99.80% Min.
3.	Moisture	0.08% Max.
4.	Ash content	0.04% Max.
5.	Solubility	100% dry and free flowing
6.	Granulation	Fine/Crystal
7.	Colour	Sparkling Crystal white
8.	Iron filings	Nil
9.	Sediments	None
10.	Smell	Free of any smell
11.	Radiation	Normal without presence of CESIUM or IODINE, Certified Phytosanitary of no radiation, no virus, no insect parts, husks, no poisonous matter and non genetic and is suitable for Human consumption.
12.	Crop	2018-19/2020-21 seasons crop.

**Note:** Stocks should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stands rejected and the decision of the Corporation is final and binding on the supplier.

**ANNEXURE – III**

**TECHNICAL UNDERTAKING**

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of **ISS GRADE Sugar** of S-30/31 at the rate quoted by me/us at the destinations specified by Corporation at Puducherry and Karaikal regions and as per the specifications prescribed by the Corporation in Annexure-I of the tender document.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc. and the instructions issued by the M/s. PAPSCO for the respective region from time to time.

- 1) I am/we are enclosing the following as per the Terms and Conditions of the Tender.  
Demand Draft/Bankers's Cheque/FDR/RTGS/NEFT bearing No.\_\_\_\_\_,  
dt.\_\_.\_\_.2021 for i) A Tender Application Fee Rs.5,000/- in favour of M/s.  
PAPSCO payable at Puducherry towards EMD.
- 2) Three samples of half-a-Kg (1/2Kg) each in sealed pet bottles/packets/covers.
- 3) Affidavit as per Annexure – V stating that the Tenderer (or) any of the partners are never black-listed by the Civil Supplies Corporation/ any Govt. Organization at any time (or) involved in diversion of stocks or involved in case under Essential Commodities Act (or) convicted by Court of Law in any criminal case.
- 4) The Affidavit is to be attested by a Notary to the effect that the Tenderer has no past or present criminal record with the Police/Vigilance of Civil Supplies Dept./ Vigilance and Enforcement Dept., Govt. of Puducherry or Govt. of \_\_\_\_\_(the State)/ Govt. of India.
- 5) Copy of the Partnership Deed along with permanent and present addresses of the partners in case of Firm.
- 6) Copy of the Registration Certificate, if it is Firm/Limited Company/Co-operative Society.
- 7) Copy of Registration Certificate under GSTIN.
- 8) Copy of the valid Registration Certificate issued by competent authority for Sugar Mill.

- 9) Copy of the Trade License issued by the competent authority.
- 10) Copies of the Income Tax returns for the last three years.

I/We hereby affirm that the PAPSCO is at liberty to take action against me/us as per the terms and conditions of Tender document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

**CHECK LIST-II**  
**For PRICE BID**

**(PART – II COVER)**

**FOR SUPPLY OF SUGAR FOR PUDUCHERRY AND KARAIKAL REGIONS FOR DISTRIBUTION**  
**TO ALL FAMILY CARDHOLDERS AT FAIR PRICE SHOPS (OR) ANGANWADI CENTRES (OR)**  
**SCHOOLS (OR) on accounts of Deepavali festival 2021**

<b>SI No</b>	<b>Particulars</b>	<b>STATE YES OR NO</b>
1.	Whether the rates are quoted per Kg. (Net Weight) for supply of Sugar for Puducherry/Karaikal region in 50 Kg bag.	
2.	Ensure for both Puducherry and Karikal region quantities, single rate is quoted .	
3.	Whether all the pages are duly filled and signed.	
4.	Ensure the Technical bid and the Price bid are sealed and kept in separate covers duly superscribed as <u>“Part-I - Technical Bid” “For Supply of SUGAR of S-30/S-31 Grade”</u> separately and <u>“Part-II - Price Bid” “For Supply of Sugar of S-30/S-31 Grade”</u> separately and These sealed covers are kept in single large cover, which is also sealed and duly superscribed as <u>“TENDER FOR SUPPLY OF SUGAR.</u>	



**PART – II**  
**PRICE BID**

**FOR SUPPLY OF SUGAR FOR PUDUCHERRY & KARAİKAL REGIONS**

The Price bid of **single rate** should be quoted for per Kg. for supply of 50 Kg. (net weight) Sugar in polypropylene bags (PP bags of supplier) for Puducherry & Karaikal regions which includes the cost of the PP bag; *AND THE RATE IS INCLUSIVE OF COST OF PACKING, ALL DUTIES, GST AND ANY OTHER STATUTORY TAXES AS APPLICABLE IN THE RESPECTIVE STATE AND ALL EXPENDITURES OF LOADING CHARGES, TRANSPORTATION, TRANSIT INSURANCE, UNLOADING CHARGES AT FAIR PRICE SHOPS OR ANGANWADI CENTRES OR SCHOOLS OR ANY OTHER PLACES SPECIFIED BY M/S. PAPSCO FOR PUDUCHERRY, KARAİKAL AND MAHE REGIONS OF THE UNION TERRITORY OF PUDUCHERRY (i.e) till the landing point.* The Tenderer has to bear the additional taxes or any other duty imposed by the Government from time to time.

The tentative requirement of Sugar is about 645 MT (i) Puducherry: 523 MT and (ii) Karaikal: 122 MT on account of Deepavali festival 2021. The quantity of requirement of Sugar for distribution to the family cardholders may be varied as per the policy decision of the Government. The rate contract may be extended or reduced to further/by 3 months or more according to the decision of the Govt. of Puducherry.

Irrespective of grade of Sugar, the bidder shall quote **single rate** for Sugar of S-30/S-31 grade as per Specifications mentioned in Annexure-I of the tender document. The Corporation does not guarantee any volume of quantity. However, supply order will be issued in the lots or consignments and the same is final and shall not be called into question.

Bidder should not quote different rates for Puducherry and Karaikal region. Such, quotes will not be considered for evaluation and be rejected.

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1. Name of the Bidder/Firm :

2. Permanent Address :

(Supply period: November 2021 : Maximum 7 days.

Sl. No.	Region	Grade of Sugar with the specifications called for	Qty. to be supplied		Rate per Kg. for supply of 50 kg (net weight) in Polypropylene bags (including cost of PP bag)
					Rs. P.
1	Puducherry	1)S-30 2) S-31	523 MT	645 MT	(Single rate for 645 MT)
2	Karaikal	1) S-30 2) S-31	122 MT		

SIGNATURE OF THE TENDERER

NAME:

SEAL:

DATE :

**ANNEXURE-IV**

**FINANCIAL UNDERTAKING**

I/We, on behalf of M/s. \_\_\_\_\_  
solemnly declare that we have submitted all the documents as mentioned in the Bid document. We also understand that non compliance of any documents will be treated as non-respective tender and we will lose our claim to participate in the Tender Enquiry automatically and our tender is liable to be rejected.

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of Sugar for Puducherry and/or Karaikal regions and the single rate quoted by me/us at the destinations specified by M/s. PAPSCO for the entire quantity of both Puducherry and Karaikal regions.

I/We shall assure that I/we shall strictly abide by the terms and conditions of the Tender Agreement and the instructions issued by the M/s. PAPSCO of the respective region from time to time.

I/We shall furnish the prescribed Security Deposit amount of 3% on the total value of the cost of the quantity tendered for supply, within three (3) days of the acceptance of my/our tender and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my/ our EMD stands forfeited if I/we fail to furnish the prescribed Security Deposit and also enter into agreement within three (3) days of acceptance of my/our tender and I/we will strictly abide by the terms and conditions etc. as per the agreement. "In the event of non-supply of ordered quantity of Sugar for Puducherry/Karaikal regions or non-fulfillment of contract by me/us Security Deposit or any amount available with PAPSCO for the respective region are liable to be forfeited/Bank Guarantee will be invoked, award of supply contract stands cancelled besides blacklisting me/us.

SIGNATURE OF THE TENDERER  
NAME:  
ADDRESS:

**ANNEXURE – V**

**COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST**

**Any person participating in procurement process shall –**

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same directly or indirectly, to any party or its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. disclose any previous transgressions with any Entity in India or any other Country during the last three years or any debarment by any other procuring entity.

**CONFLICT OF INTEREST**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to;**
  - a. have controlling partners/shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or

- c. have the same legal representative for purposes of Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved.
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

**ANNEXURE – VI**

**STATEMENT OF ANNUAL TURNOVER**

This is to certify that the annual turnover of M/s. ...., Proprietorship/Partnership/Company/PSU's/Society/HUF/ ..... having office at ..... for supply of Sugar/ general business including trading of Sugar for each financial year during the past three financial years are given below; The above figure has been certified on the basis of examination of books of accounts of the above said firm and the statement is true and correct.

Sl.No.	Financial Year	Turnover (Rs.in Lakhs)
1.	2018-19	
2.	2019-20	
3.	2020-21	

During the above years, the average monthly turn over is Rs.\_\_\_\_\_ Crores (2018-19), Rs.\_\_\_\_\_ Crores (2019-20) and Rs.\_\_\_\_\_ Crores (2020-21); and state that the minimum average monthly turnover criteria is satisfied with the following given condition during each of the last three financial years is satisfied.

Further, M/s.\_\_\_\_\_ is eligible and capable in trading of Sugar for Puducherry/Karaikal regions of the required quantity.

(Signature of the Auditor)

For M/s. ....

Chartered Accountants

Name of Chartered Accountant

Membership No.

Seal/ Stamp

Place :

Date :

**ANNEXURE –VII**

**(Specimen of Affidavit)**

**Affidavit**

I ..... S/o .....R/o .....

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hereby solemnly affirm and declare as under:-

1. That I am the Proprietor/Partner/Director/Karta of M/s..... situated at ..... and is running business of Sugar.
2. That I or my firm is not blacklisted from any Govt. Dept./PSU's/Organization and/or debarred on the basis of FIR lodged against me/my firm connected with handling of Essential Commodities.
3. That it is my true statement and I shall be responsible for any false statement.

**DEPONENT**

Verification:

Verified at \_\_\_\_\_ on this ..... day of ..... that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

**DEPONENT**