

PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)

GSTIN: 34AAACP1909J1ZL

CIN:U15511PY1971SGC000113

RS No. 144 & 145, Ariyapalayam,
Villianur, PUDUCHERRY, 605 110.

Tel: 0413-2666844 / 2667578

Web: <https://pdlindia.in>

email: pdl@pdlindia.in

PRESS NOTICE FOR e-TENDER

“E-Tenders” are invited *from established manufacturers/suppliers* for the Supply of 40 lakh numbers of new 180ml PET bottles as per IS 14537 : 1998.

1. Tenderers should submit their tender online at the Government website <https://pudutenders.gov.in>. Payment of Tender Fee of **Rs.2,500/-** and EMD for an amount of **Rs. 1,75,000/-** are to be paid through Internet Banking or NEFT/RTGS mode only. The facility for the same is available in the tender portal itself. No other form of remittance shall be accepted.

2. The Tender details, and ‘Terms and Conditions’ may also be downloaded from the website www.py.gov.in and <https://pdlindia.in> for reference only. Tenders will be processed online only.

Sl. No.	Subject	Date and time
1	Bid submission start date	02/01/2025 at 10.00 A.M.
2	Last date of Submission of Tender online	22/01/2025 at 1.00 P.M.
3	Date of opening of technical bid online by the Committee	22/01/2025 at 3.00 P.M.

Place & Date: Puducherry. 31-12-2024

MANAGING DIRECTOR

ABBU: E6/2024



PUDUCHERRY DISTILLERIES LIMITED

(A Government of Puducherry Undertaking)

R.S.No.144 & 145, Ariyapalayam,

Villianur, Puducherry – 605110.

WORKING TIME: 9.00 AM TO 5.00 PM

(EXCEPT SUNDAY/PUBLIC HOLIDAYS)

E-TENDER DOCUMENT

(TWO COVER SYSTEM)

SUPPLY OF NEW PET BOTTLES

(180 ml size as per IS 14537: 1998 for Packaging of Alcoholic Liquor)

Tender Reference Number: PDL/ABBU/MM/PET/2024-25/2

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1. NOTICE INVITING TENDER (NIT)

1.1. INTRODUCTION

Puducherry Distilleries Ltd (PDL) is a Government of Puducherry Undertaking unit registered under the Indian Companies Act, 1956. The Company is engaged in the business of Production, Bottling and Selling of Arrack (*Country Liquor*) to Licensed Arrack Shops Vendors in Puducherry, Karaikal region. The Arrack Blending and Bottling Unit at Ariyalayam, 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.

1.2. NOTICE INVITING TENDER

The Managing Director, Puducherry Distilleries Limited (hereinafter referred to as 'the Authority', 'Procuring Entity'/ 'Company' respectively), invites bids for entering into a contract for the **Supply of 180 ml new PET bottles**. (here in after referred to as 'the Goods'). This Tender Document of tender no. **PDL/ABBU/MM/PET/2024-25/2** (hereinafter referred to as 'the Tender Document'), gives further details.

1.3. THE TENDER DOCUMENT - BIDDERS MUST READ THE COMPLETE 'TENDER DOCUMENT'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) in this tender document gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must go through the Tender Document for details before submission of their Bids.

1.4. AVAILABILITY OF THE TENDER DOCUMENT

The Tender Document shall be published on and shall be available in Govt. of Puducherry Eprocurement portal <https://pudutenders.gov.in>. It shall be available for download after the date and time of the start of availability till the deadline for availability, Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk.

1.5. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THIS TENDER

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. The Bidder, unless otherwise stipulated in Tender Information Summary/ Instructions to Bidder:

1. must meet the criteria as per Clause no. 3 of this tender document
2. must fulfill any other additional eligibility condition, if any, as may be prescribed elsewhere in Tender Document.
3. must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
4. The bidders shall not be directly concerned or in any way deal with the officials or other persons employed by or under the authority of the Company in making the supplies hereby
5. The Manufacturers/Suppliers/traders/Companies/ Co-operative Sector/ Individual/ Partnership Firm/ / Semi Govt. / or any other legal entity in India who are blacklisted by the Government/ State Agency are not entitled to file/ participate in the tender.

1.6. SUBMISSION OF BIDS:

1. Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall *not* be extended.
2. No manual Bids shall be made available or accepted. Bidder must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
3. Requirement for payment of EMD and Tender fees is Tender specific. The Tender fee and the Earnest Money Deposit (EMD) amount through Internet Banking or RTGS/NEFT. Scanned copy of the Challan of Internet banking/ RTGS/NEFT payment made, particulars should be enclosed along with submission of the Technical cover in e-portal.
4. The rates should be quoted inclusive of all taxes and expenses for the supply of Pet Bottles to the place of delivery at the Registered Office of the Company and should be both in figures and words. No reference to existing or previous rates should be made. Conditional tenders and casual letters send by the bidders will not be accepted.

1.7. BID OPENING

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

1.8. DISCLAIMERS AND RIGHTS OF PROCURING ENTITY

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

- 1.8.1. reject any or all of the Bids, or
- 1.8.2. cancel the tender process; or
- 1.8.3. abandon the procurement of the Goods; or
- 1.8.4. issue another tender for identical or similar Goods

1.9. CONFLICT OF INTEREST

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2. receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3. has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4. has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5. participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

2. TENDER INFORMATION SUMMARY (TIS)

Tender Title : Supply of new 180 ml Pet Bottles
(40 Lakh numbers as per IS 14537:1998 for
Packaging Alcoholic Liquors)

Tender Reference Number : PDL/ABBU/MM/PET180ML/2024-25/2

No. of Covers : Two covers

Tender Form Cost : Rs. 2,500/- (Non-refundable)

Earnest Money Deposit : Rs. 1, 75,000/-

Security Deposit : 5% of the total value as Security Deposit.

Critical Dates : as per below table

Sl.No.	Particulars of Tender	Date	Time
1	Published Date	31/12/2024	5.00 PM
2	Bid Submission Start Date	02/01/2025	10.00 AM
3	Bid Submission End Date	22/01/2025	1.00 PM
4	Technical Bid Opening Date	22/01/2025	03.00 PM
5	Financial Bid Opening Date	(will be opened after evaluation of Technical bid)	

Preparation and Submission : Refer Instructions for Online bid Submission under Clause no.5

Eligibility to Participate : Refer Eligibility and Qualification Criteria under Clause no.3

Tender Inviting Authority (TIA) : The Managing Director,
Puducherry Distilleries Ltd.,
R.S.No.144 & 145, Ariyapalayam,
Villianur, Puducherry – 605110.

3. ELIGIBILITY AND QUALIFICATION CRITERIA

1. Bidder should be a Manufacturer/Supplier and is in the business of manufacturing/selling of “PET BOTTLES” conforming to IS 14537: 1998 for Packaging of Alcoholic Liquor and latest quality standards as stipulated by Statutory Authorities.
2. Bidder should duly sign and submit the Tender schedule Consent Form for agreeing the Terms and Conditions of tender as per Form: 1 annexed in this tender document.
3. Bidder should duly sign and submit the Bidder Information as per Form: 2 annexed in this tender document.
4. Bidder should furnish Experience credentials for the past 2 years to substantiate their capacity to supply our required quantity of PET bottles and Bidders previous, existing customers Purchase Orders/Supporting documents in proof of supply executed to various distilleries/ industries. Bidder should duly sign and submit the Qualification Criteria Compliance as per Form: 3 annexed in this tender document.
5. The Bidder should submit the copy of GSTIN registration and latest copy of GST Returns filed.
6. The Bidder should be an Income Tax Assessee. In support of this, attested copy of Permanent Account Number (PAN) and last three years Income tax returns.
7. The Bidder should submit copy of Trade Licence, and Registration certificate issued by competent authority.
8. The Bidder should submit copy of registered partnership deed in case of partnership firm, registration certificate in case of firm/limited company/Co-operative Society.
9. Unregistered partnership firm shall not be eligible.
10. The Bidder should not have been black listed or debarred for any default in the supply of PET bottles from any Govt. Dept./Organization.
11. Any sister concern(s) of the t Bidder applying against the same tender, would lead to disqualification of Bidder. Sister concern means a Company, Society, partnership firm or proprietorship having one or more common person as Director/ Partner/member/owner.
12. The Bidder should submit copy of registered partnership deed in case of partnership firm, registration certificate in case of firm/limited company/Co-operative Society.

13. Besides the above , the bidders shall have to upload the above /relevant documents in the e-portal.

4. SCHEDULE OF REQUIREMENTS/ TECHNICAL SPECIFICATIONS / QUALITY ASSURANCE

4.1. SCOPE OF SUPPLY

4.1.1 The Tenderer may have to supply a minimum of **40 lakh numbers of new 180 ml PET bottles** as per standard IS 14537: 1998 for Packaging of Alcoholic Liquor during the contract period (refer clause no.6.8) However, the Company may require an additional quantity of 10 lakh numbers of new 180 ml PET bottles during the contract period or in the extended period of the contract.

4.1.2. The PET bottle specifications mentioned in the para 4.3. are to be adhered for the supply.

4.2. COMMENCEMENT OF SUPPLY & COMPLETION OF SUPPLY

The successful Tenderer should commence the supply of 180ml PET bottles within fifteen days repeat fifteen days from the date of issue of supply schedule 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). The successful tenderer should supply a minimum of fifty thousand numbers of 180 ml PET bottles within fifteen days from the supply order, after getting clearance for the sample bottles to be provided in 2000 numbers in advance to our technical team. The balance quantity of the order should be completed as per the supply schedule given by the Company within the next Twelve months. The Managing Director has the right to cancel the supply order forthwith with all attendant penalties against defaulting contractor(s) and award the supply to the next eligible tenderer. The supplies made by the contractor which are not as per our specifications mentioned in the tender schedule will be liable for rejection. The Company will not take any responsibility for the losses or damages suffered by the contractor on account of such rejection.

4.3. TECHNICAL SPECIFICATION

4.3.1. 180 ML PET BOTTLE – MATERIAL

Bottles should be made of Virgin 'A' Grade (Food Grade) Poly Ethylene Terephthalate (PET) according to the requirements laid down in IS 14537 : 1998 for packaging of alcoholic liquors. No recycled material is acceptable.

4.3.2. 180 ML PET BOTTLE – DIMENSIONS

Shape	Flat
Filling Capacity	180 +/- 3.0 ml
Brimful Capacity	190 +/- 3.0 ml
Approximate Weight	10.0 +/- 0.50 gms
Over all height	135.5 +/- 1.0 mm
Major dimension	63.0 +/- 1.0 mm
Minor dimension	37.0 +/- 0.8 mm
Body wall thickness	0.20 mm
Neck Finish	25 mm ROPP
Ribs	4 ribs on two sides
Embossing	As shown in the drawing (refer Annexure –I)

4.3.3. MANUFACTURING

The bottles are to be designed so as to have the company's emblem engraved on it as shown in the Annexure I. Bottles shall be made by injection stretch blow moulding process. PET bottles shall be manufactured in single stage process as per PDL approved diagram drawing. The bottles shall be manufactured in accordance with good manufacturing practices and shall be free from undesirable odor.

Each bottle shall be marked with

- name of material (PET);
- recycling symbol,
- nominal capacity in ml
- supplier initials or logo

The tenderer shall note that this 180ml capacity PET bottles are specifically designed for our Company's requirement and a standardized one. The tenderer should not supply 180ml PET bottles with the above specifications to any firm or company in India.

4.3.4. QUALITY & TESTING

4.3.4.1. PET bottle should be fully transparent & free of any foreign particles or dirt and without weak points, pin holes which are susceptible to leakage or breaks.

4.3.4.2. All the PET bottles shall be subjected to all types of tests as per IS standards (stack load test (minium 2.0 mtr height), drop test, closure leakage, ESCR, and hydraulic tests) and the supplier should submit the self-certificate(s) along with each supply for conformity.

4.3.4.3. Bottles less than miniumum weight will be rejected. The wall thickness of the PET bottles should be maintained uniformly in the bottle. Any such uneven wall thickness is noticed, the same is liable for rejection.

4.3.4.4. ROPP Cap Dimensions for 180ml PET bottle

Size of the cap : 25mm

Cap material : Aluminium

Thickness : 0.2 mm +/- 10%

Liner material : Food Grade EPE

Liner thickness : 1.6 to 1.8 mm

4.3.4.5. The bottles are to be designed so as to have the company's emblem and the name of the produce embossed on it as shown in the **Annexure I**. The name of the produce shall be " COUNTRY BREEZE ". The tenderer may note that this 180ml capacity PET bottles are specifically designed for our Company's requirement and a standardized one. The bottles are to be of identical in size and shape and should suit the caps specified.

4.3.4.6. The PET bottles are to be supplied in shrink pack as per the conditions prevailing in the PET bottle industry and should be suitable for filling of liquor immediately.

5. INSTRUCTIONS TO BIDDERS (ITB)

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.

5.1 . TENDER FEE AND EARNEST MONEY DEPOSIT

5.1.1. The tenderer shall pay a sum of Rs. 2,500/- (Rupees two thousand five hundred only) towards Tender Fees and a sum of Rs. 1.75,000/- (Rupees One Lakh and Seventy five thousand only) as Earnest Money Deposit for the supply of PET Bottles through Internet Banking or NEFT/RTGS mode only.

5.1.2. There is no exemption for the payment of Tender Fee and EMD.

5.1.3. The facility for on line payment is available in the tender portal. Payment of E.M.D and Tender fee should be done through Internet Banking or NEFT/RTGS mode. Demand Draft will not be accepted.

5.2. DOCUMENTS COMPRISING THE BID:

5.2.1. TECHNICAL BID (Cover No.1)

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ ITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the Technical bid. If price details are given in the technical bid, such bids shall be summarily rejected.* The Bidders are requested to upload the following documents in Technical Bid details of Cover No. 1 in the e-tender.

5.2.1.1. The scanned copy of Tender schedule Consent Form for agreeing the Terms and Conditions of tender as per **Form: 1** annexed in this tender document.

5.2.1.2. The scanned copy of Bidder Information as per **Form: 2** annexed in this tender document.

5.2.1.3. The scanned copy of Qualification Criteria Compliance as per **Form: 3** with relevant documents. Bidder's Experience credentials for the past 2 years to substantiate their capacity to supply our required quantity of PET bottles and tenderer's previous, existing customers Purchase Orders/ Supporting documents in proof of supply executed to various distilleries / Industries.

5.2.1.4. The scanned copy of **GST registration** and latest copy of **GST Returns** filed.

5.2.1.5. The scanned copy of **PAN card** and last three years **Income tax returns**.

5.2.1.6. The scanned copy of **Trade Licence** and **Registration certificate** supporting that the tenderers are the manufacturer/supplier of PET bottles.

5.2.1.7. The Scanned copy of challan for the Tender Fee of **Rs.2,500/-** and EMD of **Rs.1,75,000/-** paid through Internet banking/ RTGS/NEFT payment made.

5.2. FINANCIAL BID (Cover No.2)

5.2.1. Bidders are to upload only the **downloaded Price Schedule (in excel format)** after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.

5.2.2. The rate should be quoted in rupee and paisa only. Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.

5.2.3 The rate per piece is to be quoted on *F.O.R basis (landed cost)* inclusive of GST and any other tax or duties etc., either Central or state, handling, loading, unloading etc., in respect of the supply shall be payable by the tenderer. The price tendered should be inclusive of all taxes mentioned above and the Company will not be responsible for or entertain any claim, whatsoever, in this respect.

5.2.4 No representation towards upward revision of rates will be allowed. Ex-works rates offered by the firm are not acceptable and such tenders will be summarily rejected.

5.2.5 The bid shall contain only the price list. Any discrepancy in this regard will cause the rejection of Financial Bid.

5.2.6 In the event of any discrepancy in respect to the rates quoted, the "Procuring Entity" reserves the right to accept or reject the tender.

5.3. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

5.3.1. The bidders are required to submit soft copies of their bids electronically on the e-Procurement Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal. More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://pudutenders.gov.in>.

5.3.2. REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the e-Procurement Portal (URL: <https://pudutenders.gov.in>) by clicking on the link “Online bidder Enrolment” on the e-Procurement Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the e-Procurement Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any of the Certifying Authority recognized by CCA India (e.g. nCode, eMudhra etc.), with their profile.
5. Bidder then log-in to the site through the secured log-in by entering their user ID / password and the password of the Digital Signature Certificate.

5.3.3. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the e-Procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, Organization Name, Location, Date, Value, etc.
2. Once the bidders selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the e-Procurement Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

5.3.4. PREPARATION OF BIDS

Bidder should take into account corrigendum published on the tender document before submitting their bids.

1. Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the name and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
2. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally they can be in PDF format. Bid documents may

be scanned with 100 dpi which helps in reducing size of the scanned document. Maximum size of the bid document shall not exceed 35 MB.

5.3.5. SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date/time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer(SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Department's bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
4. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
5. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission acknowledgement which is downloadable/printable. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.3.6. ONLINE PAYMENT OF EMD & TENDER FEES

1. The bidders have the option to make payment of EMD & Tender fee through the following modes:
 1. Internet Banking
 2. NEFT/RTGS.
2. In Internet banking, bidders shall make payments using his/her internet Banking enabled account with any of the banks listed in the Annexure enclosed. The Payment Gateway will display a list of banks wherein the bidder has to choose his bank. Upon selection, the bidder will be taken to the login page of his/her bank. The bidder has to Login and proceed for paying the Tender fees/EMD. If the transaction is successful, system will be redirected to the e-Tendering portal for submission of bid.
3. To facilitate Bidders who do not have Internet banking facility, payment can be made offline through NEFT/RTGS mode. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her bank to remit the requisite amount. Once payment is received in the pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference(UTR) number in the e-Procurement portal. It is advised that the bidders make payment one day in advance for validation purpose.
4. Bid submission can be done immediately when EMD/Tender fee is paid through "Internet Banking"

mode when compared to NEFT/RTGS mode of payment.

5. During evaluation of tender, EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

5.3.7. ASSISTANCE TO BIDDERS

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120-4493395, support-eproc@supportgov.in and for Training/clarification regarding online bid submission, contact e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Local Help Desk Number: (0413) 2220225, 2233262.

6. GENERAL CONDITIONS

6.1. EARNEST MONEY :

6.1.1. The tenderer shall pay a sum of **Rs. 1,75,000/-** (Rupees One Lakh and Seventy five thousand only) as Earnest Money Deposit for the supply of PET Bottles through Internet Banking or NEFT/RTGS mode only. No exemption for the payment of EMD.

6.1.2 No interest will be allowed in this Deposit. The EMD of unsuccessful bidders will be automatically refunded to the bidder's account from where they initiated payment.

6.1.3 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.

6.2. SECURITY DEPOSIT

The successful tenderer shall deposit an amount equal to 5% of his tendered value as Security Deposit within seven days from the date of the receipt of the letter of acceptance of tender for the due and faithful fulfillment of the contract. The Security Deposit may be furnished by means of Bank Guarantee executed in favour of Puducherry Distilleries Limited, from a nationalised bank for a period of 13 months from the date of signing of agreement or for any further period as the management of Puducherry Distilleries Ltd may require. Small Scale Industries Units are not exempted from the remittance of this Security Deposit.

6.3. AGREEMENT

6.3.1. Successful tenderer from the date of receipt of the letter of acceptance should remit the requisite Security Deposit and execute Agreement as per terms & conditions on Rs.100/- non judicial e-stamp paper with PDL 7 days. Only a Senior Executive in whole time

employment in the participating manufacturer/supplier, 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 agreement within the above stipulated period, the Earnest Money Deposit furnished by him will be forfeited and the letter of acceptance of the tender shall stand cancelled. The contract shall be deemed final only when the Agreement is signed.

6.3.2. The supplier shall also be liable to compensate the Company, for the difference in price amount in allotting the supply in favour of any other party for effecting the supply, after such default.

6.3.3. The tenderer, if breaches any condition or clause of the agreement, Managing Director is entitled to cancel the agreement and also entitled to demand and recover the losses incurred to it due to such breach agreement condition/clause.

6.3.4. Managing Director reserves the right to extend/modify/cancel the agreement, subject to the decision of the Managing Director.

6.3.5. The successful Tenderer within 7 (seven) days from the date of receipt of the letter of

6.4. GUARANTEE

The supplied items should be guaranteed for a period of one year from the date of supply.

6.5. WARRANTY

The tenderer under this warranty clause shall be liable to replace all the items of supplied bottles, which do not meet the specifications prevailing in similar industry.

6.6. MODE OF PAYMENT

6.6.1. No advance would be granted by the Company for effecting the supply.

6.6.2. Payment for the supply of bottles will be made on receipt of the Bottles at our end in good condition as per our specification.

6.7. GST & OTHER TAXES

GST and any other tax or duties etc., either Central or State, in respect of the supply shall be payable by the tenderer. The price tendered should be inclusive of all taxes mentioned above and the Company will not be responsible for or entertain any claim, whatsoever, in this respect.

6.8. CONTRACT PERIOD

The price quoted in the tender should remain valid for a period of **Twelve months** from the date of entering into the agreement. However the Company may extend the contract for further period of three months on the same terms and conditions.

6.9. SUPPLY SCHEDULE

The total quantity of goods is to be supplied as per the Supply 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 Supply / 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.

6.10. TRANSPORTATION AND INSURANCE CHARGES

The bottles in suitable packings should be delivered by the supplier at the stores in Puducherry Distilleries Ltd., Ariyalayam, Puducherry. The supplier should make his own arrangement for transportation and insurance for the supply of materials in good condition. The total price to be quoted in the tender should be inclusive of transport, handling charges, unloading charges, insurance etc.

6.11. ADDENDA

Addenda, if any, to this Detailed Tender Conditions may be issued by the Company prior to the date of opening of the tenders, if found necessary and the same will be published in online portal only. Bidders are advised to visit the e-procurement portal <https://pudutenders.gov.in> for any changes.

6.12. RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated in the Clause 4.1 : Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document).

6.13. RIGHT TO ACCEPT OR REJECT TENDER

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.

6.14. ALTERATIONS IN SPECIFICATION AND DESIGNS

The Managing Director, Puducherry Distilleries Limited shall have power to make any alteration in, omission from, or additions or substitutions for the original specification before the execution of the agreement and the tenderer shall be bound to effect the supply in accordance with the modified specifications.

6.15. PRICE ESCALATION

No request for price escalation will be entertained under any circumstances and the price quoted in the tender shall be final. The supplier is not entitled to any additional payment over and above the amount specified in the agreement and on any account the supplier is not entitled to any additional payment towards escalation in the price quoted by him.

6.16. RIGHT TO TERMINATE CONTRACT

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

6.16.2. 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, and the excess amount that the Company may incur be recovered from such defaulting contractor in getting the supply during the contract period.

6.17. CODE OF INTEGRITY IN PUBLIC PROCUREMENT, MISDEMEANOURS

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts.

6.18. PENAL CLAUSE

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, Puducherry Distilleries Limited 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 on this. In addition to the above, the Security Deposit and amount payable to him 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.

6.19. 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 Puducherry only.

6.20. BID OPENING

6.20.1. The date & time of the opening bid is as stipulated in Tender Information Summary. Bids cannot be opened before the specified date & time.

6.20.2. 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.

6.20.3. 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.

6.21. EVALUATION OF BIDS

6.21.1. TECHNO-COMMERCIAL EVALUATION

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions.

6.21.2. DECLARATION OF TECHNO-COMMERCIALLY SUITABLE BIDDERS AND OPENING OF FINANCIAL BIDS

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal.

6.22. PRICE NEGOTIATION

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

6.23. LETTER OF AWARD (ACCEPTANCE - LOA)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

6.24. BID VALIDITY

The tender shall remain open for acceptance for **60 (sixty days)** from the date of tender opening. The Company reserves the right to accept or reject either whole or any part of tender without assigning any reason and this shall not be a matter of dispute under any circumstances.

6.25. LANGUAGE OF THE BID

Unless otherwise stipulated in the tender document, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English.

6.26. SUBLET

Bidder should not sublet or assigns this contract or any part thereof.

7. BIDDING FORMS

FORM - 1

TENDER SCHEDULE CONSENT FORM

*(To be submitted as part of **Technical bid** on Bidder's Letter-head along with supporting documents, if any)*

I/We have read and understood the Notice Inviting Tender, PET Bottle Specification Annexures, conditions, and all other contents in the tender document for the tender.

I/We hereby submit our tender for the supply of PET Bottles to Puducherry Distilleries Limited within the time specified in Tender Schedule.

I/We agree to keep the validity of the rate quoted in this tender for Sixty (60) 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.1,75,000/-** has been paid on-line 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.

I/We certify that our firm has not been black listed by any of the agencies/firm by either nationally or internationally.

Dated.....

Signature of Tenderer with seal

Postal Address :

FORM : 2

BIDDER INFORMATION

*(To be submitted as part of **Technical bid** on Bidder's Letter-head along with supporting documents, if any)*

1. Name of the Company :
2. Complete Postal Address :
3. Contact persons/ Designation :
4. Contact Telephone /Mobile Nos. :
5. Email IDs :
6. Corporate Identity No. (CIN) :
7. Place of Registration/ Principal place of business/ manufacture :
8. PAN number :
9. GSTIN number :
10. Bidder's Authorized Representative Information
 - Name :
 - Address :
 - Mobile numbers :
 - Email Address :

(Documents to be submitted: Self-attested Copies of License/ Registration/etc).

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

FORM 3:**QUALIFICATION CRITERIA - COMPLIANCE**

(To be submitted as part of Technical bid on Bidder's Letter-head along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Note to Bidder: Bidder should furnish experience credentials for the past 2 years (prior to tender publish date). Furnish stipulated documents in support of the fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive

Financial Year	Contracting Entity – Name and Address	Contract Title, Number and Date	The total value of the order	Status as on date ----	Turnover of the Company

Documents Attached supporting the compliance to qualification criteria:

Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....

(Signature with date)

.....

(Name and designation)

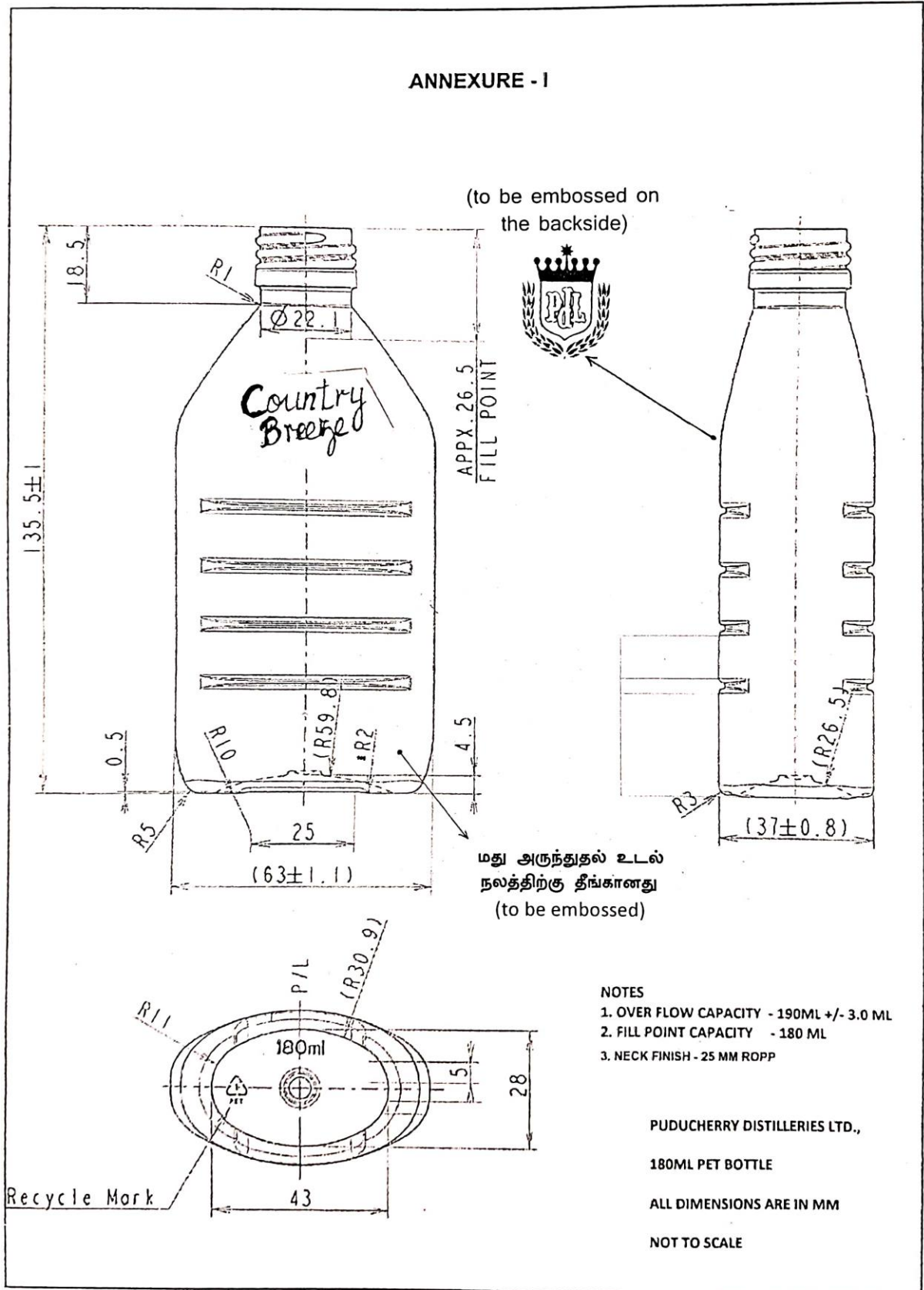
Duly authorized to sign bid for and on behalf of

.....

[Name & address of Bidder and seal of company]

8.

ANNEXURES



ANNEXURE - II**LIST OF BANKS AVAILABLE AT PRESENT WITH THE ICICI BANK-PAYMENT GATEWAY**

Sl.	PARTICULARS
1	Allahabad Bank
2	Andhra Bank
3	Axis Bank
4	Bank of Bahrain and Kuwait
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	CSB Bank Ltd
13	DCB BANK Personal
14	Deutsche Bank
15	Dhanlaxmi Bank
16	Federal Bank
17	HDFC Bank Retail
18	ICICI Bank
19	IDFC First Bank
20	Indian Bank
21	Indian Overseas NetBanking
22	Indusind Bank
23	Jammu and Kashmir Bank
24	Karnataka Bank
25	Karur Vysya Bank
26	Kotak Mahindra Bank
27	Lakshmi Vilas
28	Oriental Bank Of Commerce
29	Punjab and Sind Bank
30	Punjab National Bank
31	RBL Bank Limited
32	Shamrao Vithal Co-op. Bank Ltd
33	South Indian Bank
34	Standard Chartered Bank
35	State Bank of India
36	SyndicateBank
37	Tamilnad Mercantile Bank
38	UCO Bank
39	Union Bank of India
40	United Bank of India
41	Vijaya Bank
42	Yes Bank

ANNEXURE - III

CHECK LIST FOR TECHNICAL COVER

S.No	Particulars	State Yes / No
1	Scanned copy of challan for the Tender Fee for Rs.2,500/- paid through Internet banking/ RTGS/NEFT payment made.	
2	Scanned copy of challan for the Tender EMD for Rs.1,75,000/- paid through Internet banking/ RTGS/NEFT payment made.	
3	Duly filled and signed <u>Tender schedule Consent Form</u> for agreeing the Terms and Conditions of tender as per Form: 1	
4	Duly filled and signed <u>Bidder Information Form</u> as per Form: 2	
5	Duly filled and signed <u>Qualification Criteria Compliance Form</u> as per Form: 3 along with documents for Bidder's Experience credentials for the past 2 years and Bidder's previous, existing customers Purchase Orders/ Supporting documents in proof of supply executed to various distilleries / Industries.	
6	Attested copy of GSTIN Registration Certificate and latest copy of GST Returns filed.	
7	Attested copy of PAN Card	
8	Certified copies of Income Tax returns for the last three years.	
9	Attested copy of the Trade Licence/ Registration issued by the Competent Authority	
Note	All these documents should be scanned and uploaded in the cover in Technical cover of this e-tender through on-line mode	