PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)
GSTIN: 34AAACP1909J1ZL CIN: U15511PY1971SGC000113
RS No. 144 & 145, Ariyapalayam, Tel: 0413-2666844 / 2667578
Villianur, PUDUCHERRY, 605 110.
Web: https://pdlindia.in email: pdl@pdlindia.in

Press Notice for E-tender for the Supply of ENA

"E-Tenders" are invited ONLY *from the reputed and established manufacturers* for the Supply of minimum 25 lakh litres of EXTRA NEUTRAL ALCOHOL (*IS: 6613-2002*) (in six months.

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. 15,00,000/- 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	12/11/2026 at 10.00 A.M.
2	Last date of Submission of Tender online	02/12/2026 At 12.00 Noon.
3	Date of opening of technical bid online by the Committee	02/12/2026 At 02.00 P.M.

Place & Date: Puducherry. 10/11/2026 MANAGING DIRECTOR

ABBU: E5/2026

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 EXTRA NEUTRAL ALCOHOL (IS: 6613-2002)

Tender Reference Number: PDL/ABBU/MM/ENA/2026-27/1

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

1.2. NOTICE INVITING TENDER

The Managing Director, Puducherry Distilleries Limited (hereinafter referred to as 'the Authority', 'Procuring Entity'/ 'Company' respectively), invites bids from the reputed and established manufacturers (Preferably ISO certified manufacturers) possessing valid Excise Licence and other required licences issued by the competent Authority of any State Government / Union Territory in India, for entering into a contract for the **Supply of 25 lakh litres of Extra Neutral Alcohol conforming to IS-6613:2002** for our Arrack Blending and Bottling Plant at Ariyapalayam Village in Villianur Commune, Puducherry. (hereinafter referred to as 'the Goods'). This Tender Document of tender no. **PDL/ABBU/MM/ENA/2026-27/1** (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 fulfil 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/Contractors/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 uploaded 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 25 lakh litres of Extra Neutral Alcohol conforming to IS-6613:2002** to the place of delivery at the Registered Office of the Company. 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 non-responsive. 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.

2. TENDER INFORMATION SUMMARY (TIS)

Tender Title : Supply of 25 lakh litres of Extra Neutral Alcohol

Tender Reference Number : PDL/ABBU/MM/ENA/2026-27/1

No.of Covers : Two covers

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

Earnest Money Deposit : Rs. 15, 00,000/-

Security Deposit : Rs. 40, 00,000/-

Critical Dates : as per below table

Sl.No.	Particulars of Tender	Date	Time
1	Publish Date	**11/11/2026**	9.00 AM
2	Bid Submission Start Date	**12/11/2026**	10.00 AM
3	Bid Submission End Date	**02/12/2026**	12.00 Noon
4	Technical Bid Opening Date	**02/12/2026**	02.00 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. The Bidder should be a manufacturer of Extra Neutral Alcohol conforming to IS-6613:2002 possessing valid Excise Licence and other required licences issued by the competent Authority of any State Government / Union Territory in India. Bidder/ Distilleries with a capacity of 20,000 LPD (litres per day) alone are eligible to participate in this tender. Others with lesser capacity of production need not participate in this tender.
2. The Bidder should duly sign and submit the Tender schedule Consent Form as per Form:1 for agreeing the Terms and Conditions of tender annexed in this tender document.
3. The Bidder should duly sign and submit the Bidder Information as per Form:2 annexed in this tender document.
4. The Bidder should duly sign and submit the Technical Details of the Tenderer's Distillery as per Form: 3 annexed in this tender document.
5. The Bidder should duly sign and submit the Qualification Criteria Compliance as per Form: 4 annexed in this tender document. Bidder should furnish Experience credentials for the past 3 years to substantiate their capacity to supply our required quantity of Extra Neutral Alcohol and Bidders previous, existing customers Purchase Orders/Supporting documents in proof of supply executed to various distilleries/ Liqour Blending and Bottling Industries.
6. The Bidder should submit copy of Consent letter from Manufacturer as per Form: 5 annexed in this tender document for the Supply of Twenty Five lakh litres of ENA.
7. The Bidder should sign and submit a 'Pre-Contract Integrity Pact' as per Form:6 annexed in this tender document to be executed between the Bidder and the Authority, and shall be submitted along with the Bid Enclosure in the manner provided in this tender document.
8. The Bidder should submit the copy of Distillery License issued by the Competent Authority along with copy of the latest ENA analysis report.
9. The Bidder should submit copy of GST/TIN/CST registration/ Incorporation certificate.
10. 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.

11. 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.
12. Unregistered partnership firm shall not be eligible.
13. The Bidder should not have been black listed or debarred for any default in Supply of ENA from any Govt. Dept./Organization.
14. Any sister concern(s) of the 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.
15. 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 25 (Twenty Five) lakh litres of ENA during the contract period. However, the Company may require an additional quantity of 5 (Five) lakh litres of ENA during the contract period or in the extended period of the contract. Out of the Twenty Five lakh litres, 4.0 Lakh Litres of ENA should be supplied within the validity period of the permits (Please refer to Clause 4.2 also). The balance quantity of ENA should be supplied to the company within six months from the date of entering into the Agreement as per the Supply Schedule given by the Company. The Company will not lift any quantity of ENA from the Tenderer if it does not comply with the specifications given in the Tender Schedule.

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

4.2. COMMENCEMENT OF SUPPLY & COMPLETION OF SUPPLY

4.2.1. The successful Tenderer should commence the supply of ENA within fifteen days repeat fifteen days from the date of issue of supply schedule along with the permit documents which will be issued after completion of all formalities like submission of Security Deposit and signing of Agreement. In case of failure to do so, the Managing Director has the

right to cancel the supply order forthwith with all attendant penalties against the defaulter(s). The supply of total quantity (25 lakh litres of ENA) will be split into batches and the quantity of the order should be completed as per the supply schedule given by the Company within the six months period. The Import Permit document will be issued in batches only as per the supply schedule quantity.

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

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

4.2.4. The ENA received at Company’s site will be verified by the officials of this Company and also by an expert drawn for this purpose in the presence of Excise official in respect of the quantity, strength and quality. If on analysis of such ENA, the report reveals any non-conformation to the prescribed standards, defect / colouration or any other contamination,

the Company will have the right to summarily reject that consignment of ENA. The decision in this regard taken by the Managing Director of the Company will be final and binding on the Tenderer.

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

4.2.6. Whenever the Tenderer is authorised to use the Import Permits issued in the name of the Company, the Tenderer shall undertake to indemnify the Company and to assume full legal responsibilities for proper and systematic use of the Import Permits for ENA and for any misuse thereof, it will be solely and exclusively his responsibility under law and for any lapse / mistake on his part till the ENA is delivered at the Company's Ariyapalayam site, all legal action shall be directed towards the Tenderer only. The Tenderer must utilise the Import Permit to procure the ENA within the validity period mentioned in the import permits. It is the sole responsibility of the successful Tenderer to comply with all necessary and applicable Excise and Transportation formalities of the State of origin and the en-route States.

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

4.3. TECHNICAL SPECIFICATION

4.3.1. EXTRA NEUTRAL ALCOHOL SPECIFICATIONS

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

4.3.2. QUALITY & TESTING

4.3.2.1 The quality of ENA should be acceptable to the clients of the company in respect of secondary odour / taste. The decision of the Company in respect of odour / quality is final even though the product fulfils the ISI specifications.

4.3.2.2 The ENA shall be subjected to all types of tests as per standards prevailing in the potable alcohol manufacturing distilleries and the bidder should submit the latest test-certificate(s) along with each supply for conformity.

4.3.2.3 The Company will not lift any quantity of ENA from the Tenderer if it does not comply with the specifications given in the Tender Schedule.

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. 15,00,000/- (Rupees Fifteen Lakh only) as Earnest Money Deposit for the supply of ENA 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 as per **Form: 1** annexed in this tender document for agreeing the Terms and Conditions of tender 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 Technical Details of the Tenderer's Distillery as per **Form: 3** annexed in this tender document.

5.2.1.4. The scanned copy of Qualification Criteria Compliance as per **Form: 4** annexed in this tender document with relevant documents. Bidder's Experience credentials for the past 3 years to substantiate their capacity to supply our required quantity of ENA and tenderer's previous, existing customers Purchase Orders/ Supporting documents in proof of supply executed to various distilleries / Industries.

5.2.1.5. The scanned copy of Consent letter from Manufacturer as per **Form: 5** annexed in this tender document for the Supply of Twenty Five lakh litres of ENA.

5.2.1.5. The scanned copy of Integrity Pact as per **Form: 6** annexed in this tender document.

5.2.1.6. The scanned copy of Distillery License issued by the Competent Authority along with copy of the latest ENA analysis report.

5.2.1.7. The scanned copy of GST/TIN/CST registration/ Incorporation certificate.

5.2.1.8. The scanned copy of PAN Card and Income Tax returns for the last three years.

5.2.1.9. The Scanned copy of challans for the Tender Fee for **Rs.2,500/-** and Tender EMD for **Rs.15,00,000/-** paid through Internet banking/ RTGS/NEFT payment made.

5.2.2. FINANCIAL BID (Cover No.2)

5.2.2.1. Bidders are to upload only the **downloaded Price Schedule (BoQ 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.

5.2.2.2. 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.

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

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

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

5.2.2.5. The price tendered should be inclusive of all taxes and the Company will not be responsible for or entertain any claim, whatsoever, in this respect.

5.2.2.6. 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.

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

5.2.2.8. 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 Number0120-4001 002, 0120-4001005, 0120-4493395, support-eproc@nic.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, Email:support-eproc.py@supportgov.in

6. GENERAL CONDITIONS

6.1. EARNEST MONEY :

6.1.1. The tenderer shall pay a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs only)** as Earnest Money Deposit for the supply of ENA 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 fulfilment 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 of **Rs.40,00,000/- (Rupees forty lakh only)** as Security Deposit within seven days from the date of the receipt of the letter of acceptance of tender for the due and faithful fulfilment 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 7 (seven) 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 in seven days. Only a Senior Executive in whole time employment in the participating manufacturer/contractor, 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 contractor 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.

6.4. SUBLET

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

6.5. MODE OF PAYMENT

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

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

a. 50 % payment will be done in advance before loading of the tankers.
b. 50 % payment after delivery, analysis and acceptance of the consignments at our end within three days.

6.6. 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.

6.7. CONTRACT PERIOD

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

6.8. 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.

Note: The tenderer should deliver the ENA as per the Supply schedule date given by the Company and the tenderer should not confuse with Import Permit validity date issued by the Excise Department, Govt. of Puducherry.

6.9. TRANSPORTATION AND INSURANCE CHARGES

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

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

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

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

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

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

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

6.9.8 The Bidder should make his own arrangement for transportation and insurance for the supply of ENA in good condition. As this Tender is for a FOR contract, any loss or damage to the ENA due to an accident of your vehicle during transportation will be at the contractor's own risk only. The contractor should however intimate the Company about the accident immediately. The cost of the quantity lost, if any, will be recovered from the bill.

6.10. 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.infor any changes.

6.11. 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).

6.12. 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 contractors, if considered expedient in the interest of the Company.

6.13. ALTERATIONS IN SPECIFICATION

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.

6.14. PRICE ESCALATION

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

6.15. RIGHT TO TERMINATE CONTRACT

6.15.1. 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.

6.15.2. 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.

6.16. CODE OF INTEGRITY IN PUBLIC PROCUREMENT, MISDEMEANOURS

Procuring authorities, bidders, contractors, 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.

6.17. PENAL CLAUSE

If the contractor fails to supply or comply with all or any of the terms and conditions of the contract if shall be open for the Managing Director, Puducherry Distilleries Limited to recover liquidated damages and in case of continuing default, the Company reserves the right to terminate the contract, forfeit the security deposit and blacklist the contractor. 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 dispute upon any ground whatsoever.

6.18. FORCE MAJEURE CLAUSE (FM)

A Force Majeure (FM) means extraordinary events or circumstances beyond human control, such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability and obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not entirely excuse a party's non-performance but only suspends it for the duration of the FM. The firm must give notice of FM within a reasonable time as the conditions permit (say, not later than 14 days after its occurrence), and it cannot be claimed ex-post facto. There may be an FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the contractor along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 60 (sixty) days, either party may, at its option, seek to terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the contractor would not be liable for imposition of any such sanction so long as the delay and/or failure of the contractor in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

6.19. DENIAL CLAUSE (DC)

No increases in price on account of any statutory increase in or fresh Imposition of GST, Customs duty or on account of any other taxes/duty/cess/levy), leviable in respect of the Goods and incidental Works/Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

6.20. LIQUIDATED DAMAGES (LD)

If the contractor fails to deliver the required quantity of goods or any part thereof within the period prescribed for delivery, the Company shall be entitled to entitled to recover liquidated damages at the rate of 0.5% of the price of the delayed supply for each week of delay or part thereof, subject to a maximum of 10% of the price of the delayed supply.

6.21. 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.

6.22. BID OPENING

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

6.22.2. 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.

6.22.3. 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.

6.23. EVALUATION OF BIDS

6.23.1. 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.

6.23.2. 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.

6.24. INTEGRITY PACT

To improve transparency and fairness in tendering process and/or during execution of work undertaken, the Procuring Entity is to implement a transparency pact. The Pre-Contract Integrity Pact, signed by all the prospective Bidders and the Procuring Entity shall commit the persons/ officials of both the parties, not to exercise any corrupt / fraudulent / collusive / coercive practices in the tendering process and also during implementation of the contract. Only those Bidders who have entered into Pre-Contract Integrity Pact with the Procuring Entity shall be eligible to participate in the bidding process. Entering into Integrity Pact as per Proforma (Form:6) provided in the tender is a basic qualifying requirement. Pre-contract Integrity Pact is to be executed on plain paper with M/s. Puducherry Distilleries Limited (PDL), Puducherry at the time of submission of Bids. The successful bidder (Contractor) shall submit duly executed Integrity Pact on Non-Judicial Stamp Paper of appropriate value prior to issue of Supply Order.

6.25. 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), in certain exceptional situations. In cases where procurement is urgent or where the L1 rates are found unreasonably high, negotiations may be held with L1 only, with proper justification and approval.

6.26. 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.

6.27. 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.

6.28. 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.

6.29. OTHER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Place: Puducherry.

Date: 10 /11 / 2026 **MANAGING DIRECTOR**

7. BIDDING FORMS

FORM -1

TENDER SCHEDULE CONSENT FORM

(Supply of minimum 25 lakh litres of EXTRA NEUTRAL ALCOHOL (*IS: 6613-2002*) in six months, Last date of Submission of Tender online 02/12/2026 at 12.00 Noon.)

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

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

I/We agree to keep the validity of the price quoted in this tender for **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.15,00,000/-** has been paid on-line as Earnest Money Deposit. 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 contractor/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 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 number :
    - 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

TECHNICAL DETAILS OF THE TENDERER'S DISTILLERY

(To be submitted as part of Technical bid on Bidder's Letter-head)

1. Name and address of the distillery :

2. Responsible person to be contacted during lifting :

3. Inception of the plant :

4. Installed Capacity :

5. Licensed capacity :

6. Production details in previous years :

Year	Name of the products	Production/annum in lakh litres
2023-2024 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	
2024-2025 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	
2025-2026 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	

7. Operating period of the distillery :

8. Spirit Storage capacity : lakh litres

9. ENA stock position as on 25 /11/2026 : (in litres).

10. Type of Fermentation System :

11. Distillation system installed by :

12. Materials of construction
    i) Analyser column :

    ii) Rectifying column :

    iii) Coolers :

13. Whether the distillery is attached with sugar factory : YES / NO

14. Distillery operation for this Season started on :

15. Molasses/Grain Storage Capacity : M.Ts

16. Molasses/Grain stock position as on 25 /11/2026 : M.Ts

17. Have you supplied ENA for Arrack (country liquor) production also :

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

18. Route details from your Distillery to Puducherry Distilleries Ltd., :

19. Approximate Distance :

20. Other information / remarks, if any in support :

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

(Signature with date)

(Name and designation)

[Name & address of Bidder and seal of company]

FORM 4:

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: Furnish stipulated documents in support of the fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive

a) The bidder' should have manufactured and supplied ENA annual supply value equal to at least 50% of estimated e-tender value (ie. Rs.8.87 Crores) or more in the previous three financial years (2023-24, 2024-25, 2025-26).

Financial Year	Contracting Entity – Name and Address	Contract Quantity	Annual Supply value (in Rs.)

b) The bidder firm should have turnover equal to a minimum of 75% of estimated e-tender value (ie. Rs.13.31 Crores) or more in the previous three financial years (2023-24, 2024-25, 2025-26).

Financial Year	Annual Turnover (in Rs.)

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)

[Name & address of Bidder and seal of company]

FORM 5:

CONSENT LETTER FROM MANUFACTURER FOR THE SUPPLY OF TWENTY-FIVE LAKH LITRES OF EXTRA NEUTRAL ALCOHOL

(To be submitted as part of Technical bid on Bidder's Letter-head)

To

The Managing Director,
Puducherry Distilleries Ltd.,
R.S.No. 144 & 145, Ariyapalayam,
Villianur, Puducherry – 605110.

Sir,

Sub: Consent Letter for the supply of 25 (Twenty Five) Lakh Litres of Extra Neutral Alcohol (ENA)

With reference to the above, we have agreed to supply 25 (Twenty Five) Lakh Litres of Extra Neutral Alcohol (ENA) from our distillery to M/s. Puducherry Distilleries Ltd., R.S.No. 144 & 145, Ariyapalayam, Villianur, Puducherry – 605110.

Hence, we request you to kindly arrange to obtain of NOC and Import Permit in the name of ……(Distillery Address)

Yours faithfully,

Signature with date ……

(Name and designation)

Name & address of Bidder & seal of company

Place & Date……..

FORM 6:

PROFORMA OF PRE-CONTRACT INTEGRITY PACT

M/s Puducherry Distilleries Limited hereinafter referred to as **"THE PRINCIPAL"**

AND

---------- , hereinafter referred to as **"THE BIDDER / CONTRACTOR."**

Tender No.: _____

Name of Procurement: _____

Date: _____

PREAMBLE

The Principal intends to award a contract for procurement of _____ under its prescribed organisational procedures. The Principal values full compliance with all applicable laws, rules and regulations, economical utilisation of resources, and fairness and transparency in its dealings with bidders and contractors.

To achieve these objectives, the Principal shall appoint Independent External Monitor(s) (IEMs), with the approval of the Central Vigilance Commission (CVC), wherever applicable, to monitor the tender process and execution of the contract for compliance with the principles of integrity and transparency.

1. **COMMITMENTS OF THE PRINCIPAL**

1. The Principal commits itself to take all measures necessary to prevent corruption and shall observe the following principles:

   a. No employee of the Principal, personally or through family members, shall demand, accept or agree to accept any material or immaterial benefit to which such employee is not legally entitled, in connection with the tender or execution of the contract.

   b. The Principal shall treat all bidders equally and fairly during the tender process and shall provide the same information to all bidders without giving any bidder an undue advantage.

   c. The Principal shall exclude from the procurement process all persons having a known conflict of interest.

2. If the Principal obtains information regarding conduct of any employee constituting a criminal offence under applicable anti-corruption laws, it shall inform the Chief Vigilance Officer (CVO) and initiate appropriate action in accordance with applicable rules.

2. COMMITMENTS OF THE BIDDER / CONTRACTOR

1. The Bidder / Contractor undertakes to take all necessary measures to prevent corruption and agrees to the following:

a. The Bidder shall not, directly or indirectly, offer, promise or give any undue gratification, financial or otherwise, to any employee of the Principal or any other person to obtain an advantage in the tender process or execution of the contract.

b. The Bidder shall not enter into any undisclosed agreement or understanding with other bidders in violation of the Competition Act, 2002, particularly in respect of prices, specifications, submission or non-submission of bids, or any other activity intended to restrict competition or promote cartelisation.

c. The Bidder shall not commit any offence under applicable anti-corruption laws and shall not misuse or disclose confidential information or documents obtained from the Principal for personal gain or unfair competition.

d. Foreign bidders shall disclose the name and address of their agents / representatives in India. Indian bidders shall disclose the name and address of their foreign principals, wherever applicable, in accordance with the applicable guidelines on Indian Agents of Foreign Suppliers.

e. The Bidder shall disclose all payments made, committed or intended to be made to agents, brokers or other intermediaries in connection with the award of the contract.

f. The Bidder shall not approach any court while the matter is under consideration before the IEMs, subject to applicable law and the rights of the parties.

2. The Bidder / Contractor shall not instigate or assist any third person to commit any of the offences or acts mentioned above.

3. DISQUALIFICATION AND EXCLUSION FROM FUTURE CONTRACTS

If the Bidder / Contractor, before award or during execution of the contract, commits any violation of this Integrity Pact or any other act affecting its integrity, reliability or credibility, the Principal shall be entitled to take appropriate action, including disqualification from the tender process, termination of the contract or debarment from future business dealings, in accordance with applicable rules, guidelines and prescribed procedure.

4. COMPENSATION FOR DAMAGES

1. If the Principal disqualifies the Bidder before award of the contract in accordance with Clause 3, the Principal may take action in respect of the Bid Security / Earnest Money Deposit in accordance with the tender conditions and applicable rules.
2. If the Principal terminates the contract in accordance with Section 3, it shall be entitled to recover damages in accordance with the contract conditions and applicable law.

5. PREVIOUS TRANSGRESSION

1. The Bidder declares that no previous transgression has occurred during the last three years with any other company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India, which could justify its exclusion from the tender process.
2. If the Bidder makes an incorrect statement on this subject, the Principal shall take appropriate action in accordance with the applicable provisions of this Integrity Pact and the tender conditions.

6. EQUAL TREATMENT OF ALL BIDDERS

The Principal shall enter into Integrity Pacts containing identical conditions with all bidders and contractors covered by this procurement.

1. The Principal shall take appropriate action against bidders who refuse to sign the Integrity Pact or violate its provisions, in accordance with the tender conditions.
2. In the case of sub-contracting, the principal contractor shall be responsible for ensuring compliance with the applicable Integrity Pact requirements by its sub-contractors, in accordance with the CVC guidelines.
3. In the case of a joint venture or consortium, all partners shall sign the Integrity Pact.

7. CRIMINAL CHARGES AGAINST VIOLATING BIDDER / CONTRACTOR

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, Sub-contractor, employee, representative or allied firm which constitutes corruption, or has a substantive suspicion in this regard, the Principal shall refer the matter to the Chief Vigilance Officer (CVO) for appropriate action under applicable laws and procedures.

8. INDEPENDENT EXTERNAL MONITORS (IEMs)

1. The Principal shall appoint competent and credible Independent External Monitor(s) (IEMs) in accordance with the applicable CVC guidelines and with CVC approval wherever required.
2. The IEMs shall independently and objectively review compliance by both parties with the obligations under this Integrity Pact.
3. The IEMs shall not be subject to instructions from either party and shall perform their functions independently and impartially.
4. The IEMs shall have access to relevant contract documents and records, subject to applicable confidentiality requirements.
5. The Bidder / Contractor shall provide access to relevant project documentation upon a valid request by the IEMs, in accordance with the Integrity Pact.
6. The IEMs shall treat all confidential information and documents of the parties with due confidentiality and shall disclose any conflict of interest and recuse themselves wherever required.
7. If the IEMs observe or believe that a violation of this Integrity Pact has occurred, they may inform the management of the Principal and make appropriate non-binding recommendations for corrective action.

8. The IEMs shall submit their reports and recommendations in accordance with the applicable CVC Standard Operating Procedure.
9. The recommendations of the IEMs shall be advisory in nature and shall not be binding on the Principal.

9. DURATION OF THE PACT

This Integrity Pact shall come into force from the date of its execution by both parties.

It shall remain valid for the period prescribed under the applicable CVC guidelines and the terms of the contract.

Any complaint or claim made during the validity of this Pact shall continue to be dealt with in accordance with the applicable provisions, notwithstanding expiry of the Pact, until such matter is duly resolved.

10. OTHER PROVISIONS

1. This agreement shall be governed by the laws of India. The place of performance and jurisdiction shall be the place from which the tender / contract is issued, subject to applicable law.
2. Any amendment, supplement or termination of this agreement shall be made in writing and duly executed by the parties.
3. If the Bidder is a partnership firm, joint venture or consortium, the Integrity Pact shall be signed by all partners / members, as applicable.
4. If any provision of this agreement is held invalid, the remaining provisions shall continue to remain valid and enforceable to the extent permitted by law.
5. Issues relating to warranty, guarantee and routine contractual performance shall remain outside the purview of the IEMs, except to the extent that they involve a matter falling within the scope of the Integrity Pact.
6. In the event of any contradiction between this Integrity Pact and its annexures, the provisions of the Integrity Pact shall prevail, subject to applicable law and CVC guidelines.

For and on behalf of the PRINCIPAL
Name: _____
Designation: _____
Signature: _____
Date: _____
Place: _____
Official Seal:

For and on behalf of the BIDDER / CONTRACTOR
Name: _____
Designation: _____
Signature: _____
Date: _____
Place: _____

8. ANNEXURES

ANNEXURE - I

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

Sl. No	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
25	Punjab National Bank
31	RBL Bank Limited
32	ShamraoVithal 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 - II

CHECK LIST FOR TECHNICAL COVER

S.No	Particulars	State Yes/ No
1	Duly filled and signed Tender schedule Consent Form for agreeing the Terms and Conditions of tender as per **Form: 1**	
2	Duly filled and signed Bidder Information Form as per **Form: 2**	
3	Duly filled and signed Technical Details of the Tenderer's Distillery as per **Form: 3**	
4	Duly filled and signed Qualification Criteria Compliance as per **Form: 4** along with documents for Bidder's Experience credentials for the past 3 years	
5	Duly filled and signed Consent letter from Manufacturer for the Supply of Twenty Five lakh litres of ENA as per **Form: 5**	
6	Duly filled and signed Integrity Pact as per **Form: 6**	
7	Attested copy of the **Distillery License** issued by the Competent Authority along with copy of the **latest ENA analysis report**	
8	Attested copy of the **GST/TIN/CST registration/ Incorporation certificate**	
9	Attested copy of **PAN** Card and **Income Tax returns** for the last three years.	
10	Scanned copy of challans for the Tender Fee for **Rs.2,500/-** and Tender EMD for **Rs.15,00,000/-** paid through Internet banking/ RTGS/NEFT payment made.	
Note	**All these documents should be scanned and uploaded in the cover in Technical cover of this e-tender through on-line mode**	