PUDUCHERRY DISTILLERIES LIMITED
(A Govt. of Puducherry Undertaking)
Ariyapalayam,Puducherry - 605 110.
Tel: 0413-2666844 / 2667578 Fax: *0413 - 2661556*
email**: pdl@dataone.in , pdl.pon@nic.in**

SHORT E-TENDER NOTICE

Tender ID: **2022_PDL_9119_1** **Date: 19-01-2022**

E-tenders are invited only from established manufacturers for the **"Supply of minimum 30 lakh litres of EXTRA NEUTRAL ALCOHOL (IS:6613-2002) (in five months)"** through e-procurement portal **(https://pudutenders.gov.in)** only. 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. Last date and time of Submission of bids online is **03 - 02 - 2022 at 12.00 P.M.** For detailed information and Terms and Conditions please refer tenders online through e-procurement portal https://pudutenders.gov.in. The Tender details, and Terms and Conditions may also be downloaded from the website www.py.gov.in and http://pdlindia.in for reference only.

ABBU: E1/2022 **MANAGING DIRECTOR**

PUDUCHERRY DISTILLERIES LIMITED

(A Govt. of Puducherry Undertaking)

GSTIN: 34AAACP1909J1ZL CIN: U15511PY1971SGC000113

RS No. 144 & 145, Ariyapalayam,
Villianur, PUDUCHERRY, 605 110.
Web: **http://pdlindia.in**

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

Notice inviting E-tender for the supply of Extra Neutral Alcohol

"E-Tenders" are invited ONLY *from the reputed and established manufacturers* for the **Supply of minimum** 30 **lakh litres of** EXTRA NEUTRAL ALCOHOL (*IS: 6613-2002*) (in five 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 **http://pdlindia.in** for reference only. **Tenders will be processed online only.**

Sl. No.	Subject	Date and time
1	Bid submission start date	20/01/2022 at 10.00 A.M.
2	Last date of Submission of Tender online	03/02/2022 at 12.00 Noon.
3	Date of opening of technical bid online by the Committee	03/02/2022 at 02.00 P.M.

Place & Date: Puducherry. 19-01-2022. **MANAGING DIRECTOR**

ABBU: E1/2022

PUDUCHERRY DISTILLERIES LIMITED

(A Government of Puducherry Undertaking)

GSTIN: 34AAACP1909J1ZL **CIN: U15511PY1971SGC000113**

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

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

1. GENERAL :

1.1 E Tenders are invited from the reputed and established manufacturers (*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 the supply of **30 lakh** litres of Extra Neutral Alcohol conforming to **IS- 6613:2002** for our Arrack Blending and Bottling Plant at Ariyapalayam Village in Villianur Commune, Puducherry.

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

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

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

2. SCOPE OF SUPPLY :

2.1 The Company proposes to procure necessary Extra Neutral Alcohol (ENA), from established and reliable manufacturers having valid licences issued by the respective State / UT Governments. **ONLY THOSE DISTILLERIES WITH A CAPACITY OF 30,000 LPD** (*LITRES PER DAY*) **ALONE ARE ELIGILBLE TO PARTICIPATE IN THIS TENDER.** OTHERS WITH LESSER CAPACITY OF PRODUCTION NEED NOT PARTICIPATE IN THIS TENDER.

2.2 The Tenderer may have to supply a minimum of **30 (Thirty) lakh litres** of ENA during the contract period. However, the Company may require an additional quantity of 10 (Ten) lakh litres of ENA during the contract period or in the extended period of the contract. Out of the thirty lakh litres, **5.0** Lakh Litres of ENA should be supplied within the validity period of the permits (*Please refer to Clause 7.1 also*). The balance quantity of ENA should be supplied to the company within five 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.

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

3. OFFER :

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

3.2 TENDER FEE and EARNEST MONEY DEPOSIT:

3.2.1 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 lakhs only*) as Earnest Money Deposit for the supply of ENA through Internet Banking or NEFT/RTGS mode only.

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

3.2.3 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.

3.3. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

3.3.1. 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.

3.3.2. REGISTRATION

i. 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.

ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii. 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.

iv. 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.

v. 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.

3.3.3. SEARCHING FOR TENDER DOCUMENTS

i. 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.

ii. 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.

iii. 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.

3.3.4. PREPARATION OF BIDS

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

ii. 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.

iii. 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.

3.3.5. SUBMISSION OF BIDS

i. 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.

ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

iii. 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.

iv. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

v. 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.

3.3.6. ONLINE PAYMENT OF EMD & TENDER FEES

I. The bidders have the option to make payment of EMD & Tender fee through the following modes:

1. Internet Banking

2. NEFT/RTGS.

II. 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.

III. 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.

IV. Bid submission can be done immediately when EMD/Tender fee is paid through "Internet Banking" mode when compared to NEFT/RTGS mode of payment.

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

3.3.7. ASSISTANCE TO BIDDERS

For Training/clarification regarding online bid submission, contact e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Help-Line: (0413) 2220225

3.4 FILLING OF E-TENDERS:

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

3.5 THE TECHNICAL BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER.

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

3.5.1 The scanned copy of the duly signed **Tender Schedule Consent Form** agreeing the terms and conditions of the tender conditions **as per Annexure-A**.

3.5.2 The scanned copy of **GST/TIN registration**.

3.5.3 The scanned copy of **Consent letter for the Supply of Thirty lakh litres of ENA**.

Note:

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

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

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

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

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

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

3.6.3 Price:

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

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

(iii) The transportation charges shall be shown separately per KL in the prescribed excel sheet (BOQ). Separate transport bill with GST at minimum GST rate shall be raised for payment , in case of transport arrangement made through Goods Transport Agencies (GTA).

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

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

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

Note:

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

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

3.7.1. The scanned copy of the **Distillery licences** issued by the local Excise authorities (to be uploaded under miscellaneous documents)

3.7.2. The scanned copy of Duly filled in **Technical tender details as per Annexure-B** for manufacturers only to be uploaded under technical documents).

3.7.3. The scanned copy of the **ENA analysis report** (to be uploaded under technical documents).

3.7.4. The scanned copy of Documents supporting that the tenderers are the manufacturer of ENA. (to be uploaded under general certificate sub category Incorporation certificate)

3.7.5. The scanned copy of PAN Card / **Latest Income-Tax verification** / clearance certificate from Income Tax Authority. (to be uploaded under miscellaneous documents)

3.7.6. The scanned copy of the documents pertaining to **Sales details of ENA by manufacturer for the past two years period in abstract statement**. (to be uploaded under Works sub category Order 1 and 2).

Note: The above documents would be subject to further verification by the company, if required. Submission of any false information would lead to forfeiture of EMD.

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

4. EARNEST MONEY :

4.1. The tenderer 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.

4.**3** 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.

4.4 The Earnest Money deposited by the successful Tenderer will be retained / adjusted towards the Security Deposit for the due and faithful fulfillment of the contract, but shall be forfeited, if such Tenderer fails to deposit the requisite security deposit and execute an Agreement within 10 (ten) days days from the date of receipt of the letter of acceptance of the Tender issued by the Company by email or fax communication. The EMD stands forfeited if the offer is withdrawn by the Tenderer before the expiry of the Tender validity period.

5. SECURITY DEPOSIT :

The successful Tenderer shall, *within* 10 (*ten)* days from the date of receipt of the letter of acceptance of tender, deposit with the Company an amount of *Rs.40,00,000/- (Rupees forty lakh only)* as Security Deposit. The Security Deposit may also be furnished by means of a Bank Guarantee executed in favour of the Company, from a scheduled bank for a period of six months from the date of signing the contract.

6. AGREEMENT :

The successful Tenderer within 10 (ten) days from the date of receipt of the letter of acceptance should remit the requisite Security Deposit and execute a Contract with the Company containing all the terms and conditions mentioned herein. **Only a Senior Executive in whole time employment in the participating Distillery/ any official, duly authorised by their Board / Chairman / Managing Director / Partners can sign the Agreement**. In the event of failure on the part of the successful Tenderer to sign the Contract within the above stipulated period, his/their Earnest Money Deposit will be forfeited and the acceptance letter issued by the company shall stand cancelled. If necessary, before entering into an Agreement, the Company may place a trial order for the supply of ENA or depute its technical official for inspection/testing of the quality of ENA. During the trials, the tenderer should commence the supply of ENA within ten days/ at the earliest from the date of issue of Import permits. It may please be noted that the Company will be in a position to give firm acceptance and enter into Agreement and other formalities such as payment of Security Deposit etc., only after the product is fully tested in our

plant and also subject to receipt of satisfactory report / feedback from the concerned Government authorities. In case of failure in effecting the supply, the contractor should compensate the Company for the difference in amount incurred by the Company in arranging the supply through any other party.

7. COMMENCEMENT OF SUPPLY :

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

7.2 The supply of total quantity (30 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 five months period. The Import Permit document will be issued in batches only as per the supply schedule quantity.

7.3 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. ENAtransported without the sealed lid, without full tightened lids at each compartments and tightened without sealing wire at the dispensing points of these compartment pipelines or tampered seal or transported without the supervision of Excise / Police Escort or without prior testing by the duly appointed / drawn officials of the Company, will be liable for rejection. The Company will not take any responsibility for losses or damages suffered by the Tenderer on account of this rejection. In addition, the Tenderer should comply with and adhere to the rules, conditions and guidelines framed by the Excise Authorities of Puducherry and the State of origin as contained in the Import and Export Permits. He shall also comply with all other laws as are applicable. The Company will not entertain any request for submission of an Indemnity Bond without reason unless specified in the origin State's Excise rules and regulations.

7.4 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.

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

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

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

7.8. 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.

7.9. The tenderer should follow all the Standard Operating Procedure prescribed for Covid-19 while loading, transit and also unloading at our end.

8. DELIVERY PERIOD :

The total quantity of ENA 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.

9. OTHER TERMS AND CONDITIONS :

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

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

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

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

9.5 In the event of the date 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.

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

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

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

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

10. MODE OF PAYMENT :

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

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

a. 50 % payment will be done in advance before loading of the tankers.

b. 50 % payment after delivery, analysis and acceptance of the consignments at our end within three days.

c. Separate transport bill with GST at minimum GST rate shall be raised for payment , in case of transport arrangement made through Goods Transport Agencies (GTA).

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

11. TRANSPORTATION :

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

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

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

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

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

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

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

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

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

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

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

13. CONTRACT VALIDITY PERIOD :

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

14. PRICE ESCALATION :

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

15. ADDENDA :

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

16. RIGHT TO TERMINATE CONTRACT :

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

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

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

17. PENAL CLAUSE :

17.1 Time is the essence of the contract for the supply of ENA. In case the supply is not effected as per the supply schedule, the order will be cancelled, the contract

will be terminated and the Security Deposit may be forfeited without prejudice to other penalties that may be imposed.

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

17.3 If the contractor fails to supply or to comply with all or any of the terms and conditions of the contract it shall be open for the Managing Director or any person authorised by him on his behalf, to effect the supply through any other supplier / contractor and to collect from the defaulting contractor the losses sustained by the Company on this. The decision of the Managing Director, Puducherry Distilleries Limited shall be final and conclusive in this regard and binding upon the contractor thereto and shall not be open to question or disputes upon any ground whatsoever.

18. SETTLEMENT OF DISPUTES :

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

19. SUBMISSION OF TENDER :

19.1 The technical tender and other documents will be evaluated as per the time schedule given below:

Sl. No.	Subject	Date and time
1	Bid submission start date	20/01/2022 at 10.00 A.M.
2	Last date of Submission of Tender online	03/02/2022 at 12.00 Noon.
3	Date of opening of technical bid online by the Committee	03/02/2022 at 02.00 P.M.

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

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

20. ACCEPTANCE OF TENDERS :

The Tender shall remain open for acceptance for a period of Sixty days from **03/02/2022**. The Company reserves the right to accept or reject any or all the Tenders without assigning any reason and this shall not be a matter of dispute under any circumstances.

Place: Puducherry.
Date: 19 - 01 - 2022

MANAGING DIRECTOR

ANNEXURE - A

TENDER SCHEDULE CONSENT FORM

(Supply of minimum 30 lakh litres of EXTRA NEUTRAL ALCOHOL (*IS: 6613-2002*) in five months, Last date of Submission of Tender online 03/02/2022 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 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 either nationally or internationally.

Dated……. Signature of Tenderer with seal

Postal Address :

ANNEXURE - B

TECHNICAL DETAILS OF THE TENDERER'S DISTILLERY

1. Name and address of the distillery :

2. Responsible person to be contacted during lifting :

3. Inception of the plant :

4. Installed Capacity :

5. Licensed capacity :

6. Production details in previous years :

Year	*Name of the products*	*Production/annum in lakh li*
2018-2019 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	
2019-2020 (Sugar Season)	Rectified spirit Extra neutral alcohol Impure spirit Power alcohol	
2020-2021 (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 25/01/2022 : (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 25/01/2022 : 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

ANNEXURE - C

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
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