

PUDUCHERRY AGRO SERVICE AND INDUSTRIES CORPORATION LIMITED

(A Govt of Puducherry Undertaking)

AGRO HOUSE, THATTANCHAVADY, PUDUCHERRY

Web:www.pasicpondy.com-E-Mail Address: pasic@md2.vsnl.net.in PHONE: M.D. 2249493 G.M(M.B) 22495495 G.M. (H) 2248817 OFFICE GENERAL: 2248834 / 2248820 /2248052 FAX: 0413-2249494

Ref.No: 18/PASIC/PPDW/MKTG/2021-22 Date: 31/01/2022

EXPRESSION OF INTEREST

E.O. I. FOR APPOINTMENT OF DISTRIBUTOR FOR PONDICHE'RY PACKAGED **DRINKING WATER**

On behalf of Puducherry Agro Service and Industries Corporation Limited, the Managing Director, PASIC invites application from the interested Firms/Agencies/Persons having good financial background and experience in the relevant field with sufficient infrastructure such as godown, vehicle, manpower etc, for appointment of Distributor for selling "Eau de Pondichéry" Packaged Drinking Water for the areas given in the annexure hereto.

For Details Visit: www.py.gov.in

Application is to be submitted as per the proforma given in the website, at the following Address:

THE MANAGING DIRECTOR..

Puducherry Agro Service and Industries Corporation Limited (PASIC) Agro House, Thattanchavady, Puducherry.

Last Date for submission of Filled in Application: 14.02.2022 at 4.00 p.m.

MANAGING DIRECTOR **PASIC**





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"PONDICHÉRY" PACKAGED DRINKING WATER UNIT APPOINTMENT OF DISTRIBUTOR

On behalf of Puducherry Agro Service and Industries Corporation Limited, the Managing Director, PASIC invites applications from the Firms/Agencies having good financial background and experience in the relevant field with sufficient infrastructure etc., for appointment of Distributor for selling "PONDICHÉRY" Packaged Drinking Water.

- 2. The cost of application form is Rs.500 + VAT 18%. The application can be obtained from the Cashier, PASIC Head office, during the office hours (10.00 a.m. to 3.00 p.m.) from 01.02.2022 to 14.02.2022. The application can also be downloaded from the website www.py.gov.in for which a DD for Rs.590/- drawn on or before 13.02.2022 favouring the Managing Director, PASIC shall be attached along with filled in application.
- 3. The filled in application, in the prescribed Proforma attached herewith, addressed to the Managing Director, PASIC, Head Office, Thattanchavady, Puducherry 605 009 should reach this office on or before 14.02.2022 at 4.00p.m..The applications will be scrutinized in the presence of the Tenderer / Authorized representative, on the same day at 5.00 P.M.
- 4. The firms/ Agencies/ Persons who are capable of paying a deposit amount of Rs. 5.00 lakhs by way of Demand Draft and also to issue a Bank Guarantee for Rs. 5.00 lakhs only need to apply in the prescribed format.
- 5. Applications received after the last date will not be considered under any circumstances.
- 6. The Managing Director reserves all rights to accept or reject any or all the applications without assigning any reasons thereof.

Managing Director
PASIC

PASIC PPDWU

ANNEXURE

- 1. PUDUCHERRY
- 2. CHENNAI
- 3. CUDDALORE, VADALUR, NEYVELI, VIRUDHACHALAM
- 4. KALPAKKAM AND MAMALLAPURAM
- 5. CHIDAMBARAM, VAITHEESWARAN KOIL & SIRKALI
- 6. VILLUPURAM
- 7. THINDIVANAM, GINGY, CHEYYAR AND VANDAVASI
- 8. KANCHIPURAM
- 9. NAGAPATTINAM & VELANKANNI
- 10. SALEM, NAMAKKAL, TIRUPUR AND KARUR
- 11. THANJAVUR AND KUMBAKONAM
- 12. TIRUCHIRAPPALLI
- 13. TIRUVALLUR
- 14. TIRUVANNAMALAI
- 15. VELLORE
- 16. YANAM
- 17. KARAIKAL
- 18. MADURAI, DINDUGAL, KODAIKANAL PALANI & OOTY
- 19. COIMBATORE, POLLACHI AND VALPARAI
- 20. TIRUNELVELI
- 21. THIRUCHENDUR
- 22. TIRUTHANI
- 23. ANY OTHER PARTS OF TAMIL NADU (AREA TO BE SPECIFIED IN THE APPLICATION BY THE APPLICANT)
- 24. TIRUPATHI

PASIC

PPDWU

Terms and Conditions for applying for Distributorship

1. **Distributorship**:

The Distributor will be entitled to act as the Authorized Distributor of the Pondiche'ry Packaged Drinking Water packed in bottles/ sachets/ pouches/ 20 lit. BT can of varying quantities, on direct sales being made to him. After the distribution spread over the first 3 months are effected, sale targets will be fixed on mutual consultation.

2. Mode of product supply/Payment for Distributor:

All supplies to the Distributor will be effected against 100% payment by Demand Draft in favour of the Managing Director, PASIC Ltd.(Cash and Carry)

3. **Security**:

Security Deposit of Rs.5,00,000/- (Rupees Five Lakhs only) by Demand Draft in favour of the Managing Director, PASIC shall be furnished by the distributor within one week of issue of letter of confirmation of appointment of distributor, by the corporation. The security deposit is refundable at the time of cancellation of distributorship and no interest will be paid by the Corporation during the period of holding of the security deposit. The Distributor shall follow Cash and Carry system for lifting the Pondichery Packaged Drinking Water products or alternatively shall furnish a bank guarantee for Rs.2,00,000/- (Rupees Two Lakhs only) for availing of credit facilities to that extent. If the Distributor fails to comply with the contractual obligations or to settle in full their dues, the Corporation is empowered to revoke either the Security Deposit or the Bank guarantee or both and such appropriated amount by the Corporation as being the amount of loss or damage suffered by it, without prejudice to and in addition to other rights of the Corporation to recover the amount of any such claim by other remedies legally available.

4. Area of Operation:

Distributor shall act as our Authorized Distributor within the allotted area only. The corporation reserves the right to appoint distributors for a part of the area called for in the list or in full and also reserves the right to appoint the distributors immediately or over a period of time, in any case not later than 10 months.

5. **Delivery**:

The Distributor shall make his own arrangements for taking delivery of the Pondiche'ry Packaged Drinking Water from our factory at Karuvadikuppam, Puducherry at the rates, ex factory mutually agreed upon at the time of finalization of distributorship.

6. Direct Sales:

The Corporation reserves the right to negotiate orders directly, with Central/ State Government Departments, Government Undertakings/ Institutions/ Quasi-Government Agencies located within the Assigned Area.

The sale price fixed by the Corporation is subject to levy of local sales tax/ VAT /GST (when implemented) prevailing in the respective States/ Union Territories. The Distributor shall ensure that the product is not sold over and above the MRP printed on the labels.

7. Sales Promotion:

Sales promotion of "Pondiche'ry" Packaged Drinking water at the assigned area will be undertaken by the Distributor and the expenses incurred on such activities will be borne by them.

8. Stock Control:

The Distributor shall ensure that stocks of our products are received by them and distributed to their consumers/ end-users properly on 'First-in-First-out' basis to eliminate the risk of deterioration in quality of stocks. The Distributor shall provide all assistance to our Authorized Representative to inspect the quantities and all records relating to the sale of our mineral water. Minimum guarantee has to be fixed from day one and it has to be scaled up according to the market requirement. In case distributor fails to achieve the schedule of sales, his agreement can be terminated on mutually agreed period. The Distributor is wholly responsible for the safe stocking, handling and delivery of the product until it reaches the end –user.

9. Appointment of Sub-Dealers/ Agents:

The distributor can appoint Sub-Dealers/ Agents for sales promotional activities of Pondiche'ry Packaged Drinking Water at their own risk and without any liability to the Corporation within the assigned area.

10. Compliance of Rules & Regulations:

The Distributor shall observe all the Rules/ Regulations/ Orders of the Central and State Governments and the Local Authorities. If any breach of the said Rules/ Regulations/ Orders is committed by the Distributor he will be solely responsible for all liability of whatever nature and kind which the Corporation may incur, sustain, suffer or be put to in consequence of/ by reason of such damage or loss.

11. Negligence / Misconduct;

The Distributor will also be true and faithful in all their dealings with the Corporation and will do their best to safeguard the interests. They will be responsible for any tempering loss/ damage to the Pondiche'ry Packaged Drinking Water arising from their negligence or misconduct. They will also take all steps to ensure that the product is sold only with the seal/ on the bottles/ B.T cans intact, with proper label carrying ISI mark, the FSSAI mark and the Trade mark.

12. Validity:

Distributorship will be valid initially for one year with an option to the Corporation to renew the same for a further period as it may determine on such terms and conditions determined by the Corporation at that time with the first option offered to the existing Distributor.

13. **Claims**:

Claims arising out of stocks received being damaged/ deteriorated as unsalable and for any manufacturing defects will be considered on merits provided such damage, deterioration and / or manufacturing defect is not due to the fault of the Distributor and the same is brought to our notice within 7 days from the receipt of such stocks from us.

14. **Jurisdiction**:

Civil Courts in Puducherry alone shall have jurisdiction to decide or adjudicate upon any disputes, claims or such other matters which may arise out of or be in connection with this agreement.

15. **Termination**:

Distributorship can be terminated by either party giving to the other party one month's prior notice in writing and security deposit amount shall be given back to the distributor within 3 (three) months from the date of termination. Notwithstanding the above, the Corporation shall have the right, at its discretion, to terminate this agreement forthwith, if there is any breach of any of the terms and conditions detailed herein on the part of the distributor without paying any compensation whatsoever.

The above terms and conditions with appropriate modifications as mutually agreed to, will apply to all other packing of the Pondiche'ry Packaged Drinking water when introduced in the market by the Corporation.

The Management of PASIC reserves the right to appoint more distributors within the allotted area if required or when the Distributor fails to achieve the target fixed by the Corporation.

PASIC

PROFOMA FOR APPLICATION FOR DISTRIBUTORSHIP FOR PONDICHE'RY PACKAGED DRINKING WATER BRIEF PROFILE OF THE DISTRIBUTOR

| | Name of the C | Company/Firm | l | | | |
|----------|-----------------|-----------------|--------------|---------------|---------------|------------------|
| | With Comple | te Address : | | | | |
| a | me of the prop | orietor/partner | : | | | |
| 1 | me of the cont | act person | • | | | |
| Fax Nos. | | | : | | | |
| | Email address | s | : . | | | |
| | | | | | | |
| | | | | | | |
| | Name | Designation | Telephon | e / FAX Nos | Mobile No. | e-Mail address |
| | | | Office | Residence | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | Local S.T/ VA | AT NO. : | | | | |
| | GST.No & Da | te : | | | | |
| | Central S.T No | o. & Date : | | | | |
| | Form of | the Busin | ess Orga | anization (| Please spec | eify whether |
| r | oprietorship/pa | artnership or | a Co-opera | ative Society | or a Pvt. L | td. Company or |
| ł | er). Also atta | ach a list of l | Directors, p | partners of P | roprietors as | the case my be,a |
| i | th registration | details.) | | | | |

| 4. Experience in the line of Products being handled | | | | | | |
|---|--|--|--|--|--|--|
| Brand Name : | | | | | | |
| Name of Manufacturers: | | | | | | |
| | or or Dealer or any other for the above mentioned | | | | | |
| products (please specify) | | | | | | |
| | | | | | | |
| Areas covered. No. of retailers/insti | tutions covered (specify name of main institutions- Attach | | | | | |
| separate list) Period of dealership / Di | stributor for the above products. | | | | | |
| 5. (a) Total annual turnover | | | | | | |
| (Rs. In lakhs) | | | | | | |
| (Attach relevant proof – ST | | | | | | |
| Assessment/bank Statement/) | | | | | | |
| (b) PAN Number | | | | | | |
| (c) Attach copies of PAN Card, | | | | | | |
| & IT returns | | | | | | |
| 6. Manpower available | | | | | | |
| (i) No. of salesmen | | | | | | |
| (ii) Other staff | | | | | | |
| 7. Infrastructural facilities | | | | | | |
| No. of godowns with | | | | | | |
| Storage capacity (Plinth area) | | | | | | |
| Location | | | | | | |
| No. of show rooms along | | | | | | |
| with location | | | | | | |
| No. of delivery Vans/Vehicles | | | | | | |

| 8. Name & Address of the Bankers, IFS Code & MICI | 8. Name & Address of the Bankers, IFS Code & MICR | | | | | | |
|--|--|--|--|--|--|--|--|
| | 9. Extent of investment which can be made for marketing of PPDW (Pondicherry Packaged Drinking water) | | | | | | |
| | Area for which distributorship is sought for. Please specify the exact territory ich is intended to be covered for sale of PPDW (Pondiche'ry Packaged Drinking iter) | | | | | | |
| | | | | | | | |
| Date: | Signature: | | | | | | |
| Place: | Name: | | | | | | |
| | Designation: | | | | | | |
| | Seal: | | | | | | |