Notice inviting e-tender for the purchase of new Glass Bottles

"E-Tenders" are invited ONLY from established manufacturers/suppliers for the Supply of about 30 lakh numbers of New 180ml and 3 lakh number of New 750ml glass bottles.

1. Tenderers should submit their tender online at the Government website www.pudutenders.gov.in with proof (scanned copy) of payment of Tender Fee of Rs.2,00/- and EMD for an amount of Rs.2,00,000/- paid as separate Demand drafts drawn in favour of Puducherry Distilleries Ltd., Puducherry from any Bank and payable at Puducherry.

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

3. The technical tender and other documents will be evaluated only on physical receipt of Tender fee and EMD demand drafts as specified in the tender document in a separate, sealed envelop superscribed as "Tender fee, EMD for supply of Glass Bottles" on or before 28.02.2014 (1.00 P.M) at the Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry-605 110.

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Place & Date: Puducherry. 04-02-2014.

MANAGING DIRECTOR
Puducherry Distilleries Limited
(A Govt. of Puducherry Undertaking)

R.S. No. 144 & 145, Ariyapalayam,
Villianur, Puducherry 605 110

Detailed E-Tender Schedule for the
Supply of New Glass Bottles

ABBU/I/2014
PUDUCHERRY DISTILLERIES LIMITED
(A Government of Puducherry Undertaking)
R.S.No.144 & 145, Ariyapalayam, Villianur, Puducherry 605 110.
Phone No: 2667578 & 2666844. Fax: 0413-2661556
E-mail: pdl@dataone.in

DETAILED TENDER DOCUMENT

1. GENERAL
1.1 E-tenders are invited from established and reliable manufacturers/ suppliers for
Supply of 180 ml and 750 ml new glass bottles

for our Arrack Blending and Bottling Plant located at Ariyapalayam Village in Villianur
Commune, Puducherry. This unit is situated on the National Highway No.45-A, at a distance of
about 12 kms., from Puducherry. Nearest railway station is Puducherry, which is connected to
Villupuram junction by Broad Gauge. The distance from Chennai by Road is about 160 Kms.

2. SCOPE OF SUPPLY
2.1 Puducherry Distilleries Ltd., is bottling about 40,000 litres of Arrack per day. Hence the
Company has proposed to procure necessary new 180ml glass bottles of flat shape and 750ml
glass bottles of round shape from the established and reliable suppliers/manufacturers.

2.2 SUPPLY OF 180 ML GLASS BOTTLES

2.2.1. The tenderer should supply about 30,00,000 numbers of new 180 ml glass bottles within
three months and such quantity as the Company may notify through a supply schedule thereafter.

2.2.2. The bottle specifications mentioned in the para 2.2.3 are to be adhered for the supply. The
proposed bottle should suit the cap specification mentioned in para 2.2.4. The proposed bottles
are to be supplied in shrink pack as per the conditions prevailing in the glass bottle industry and
should be suitable for filling of liquor immediately. The bottles are to be of identical in size and
shape and should suit the caps specified. The wall thickness should be maintained
uniformly in the bottle. Any such uneven wall thickness is noticed, the same is liable for
rejection. The drawings and specifications furnished in Annexure are to be adhered for the
supply.

2.2.3 TECHNICAL SPECIFICATION

Shape .......... Flat
Colour .......... Flint
Filling Capacity .......... 180 +/- 3.5 ml
Brimful Capacity .......... 187 +/- 3.5 ml
Approximate Weight .......... 160 +/- 7 gms.
Over all height .......... 144.0 +/- 1.5 mm
Major dimension .......... 74.5 +/- 1.5 mm
Minor dimension .......... 35.0 +/- 1.5 mm
Finish .......... 25 mm ROPP
Embossing .......... As shown in the drawing
2.2.4 ROPP CAP FOR 180ml bottle

- Size of the cap: 25mm
- Cap material: Aluminium
- Thickness: 0.2 mm +/- 10%
- Liner material: Food Grade EPE
- Liner thickness: 1.6 to 1.8 mm

2.2.5 The bottles are to be designed so as to have the company's emblem and the name of the produce embossed on it as shown in the Annexure I. The name of the produce shall be "COUNTRY BREEZE".

2.3 SUPPLY OF 750 ML GLASS BOTTLES

2.3.1 The tenderer should supply 3,00,000 numbers of new 750ml glass bottles within six months from the date of receipt of supply order.

2.3.2 The bottle specifications mentioned in the para 2.3.3 are to be considered for the supply. The proposed bottle should suit the cap specification mentioned in para 2.3.4. The proposed bottles are to be supplied in shrink packed as per the conditions prevailing in the glass bottle industry and should be suitable for filling of liquor immediately. The bottles are to be of identical in size and shape and should suit the caps specified. The drawings and specifications furnished in Annexure II is to be considered for supply.

2.3.3 TECHNICAL SPECIFICATION

- Shape: Round
- Colour: Flint
- Filling Capacity: 750 +/- 7.0 ml
- Brimful Capacity: 767 +/- 7.0 ml
- Approximate Weight: 450 +/- 15 gms.
- Over all height: 275 +/- 2.0 mm
- Outer diameter: 76.5 +/- 1.5 mm
- Inner diameter: 75.5 +/- 1.5 mm
- Finish: 28 mm ROPP.
- Embossing: as shown in the drawing.

2.3.4 ROPP CAP FOR 750ml bottle

- Size of the cap: 28 mm
- Cap material: Aluminium
- Thickness: 0.2 mm +/- 10%
- Liner material: Food Grade EPE
- Liner thickness: 1.6 to 1.8 mm

2.3.5 The bottles are to be designed so as to have the company's emblem and the name of the produce embossed on it as shown in the Annexure II. The name of the produce will be "COUNTRY BREEZE". The tenderer may note that this 750ml capacity bottles are specifically designed for our Company's requirement and a standardized one.
2.4. COMMENCEMENT OF SUPPLY

The tenderer should commence the supply of glass bottles within two weeks repeat two weeks from the date of issue of supply order. The Managing Director has the right to cancel the supply order forthwith with all attendant penalties against defaulting contractor(s) and award the supply to the next eligible tenderer. The supplies made by the contractor which are not as per our specifications mentioned in the tender schedule will be liable for rejection. The Company will not take any responsibility for the losses or damages suffered by the contractor on account of such rejection.

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 SUBMISSION OF TENDER FEE and EMD AT PDL OFFICE:

3.2.1 Tender Fee and E.M.D. in the form of Demand Draft / Bankers cheque in original shall be submitted personally or by post in sealed envelope superscribed “Tender Fee and EMD for the supply of Glass Bottles” should reach

The Managing Director,
Puducherry Distilleries Ltd.,
R.S. no.144 & 145, Ariyapalyam,
Villianur, Puducherry – 605 110.

latest by 1.00 p.m. on 28-02-2014. Tender Fee /EMD received after the due date and time will not be entertained and will be summarily rejected. The Company is not responsible for any postal/courier delay.

3.2.2 The PRICE BID should not be enclosed in the envelope containing Tender Fee/EMD documents. Nothing else should be enclosed failing which the offer will be treated as invalid.

3.2.3. The Earnest Money Deposit will be refunded to the unsuccessful tenderer after the finalization of tender by the way Company’s cheque only.

3.2.4. The Tender without Tender fee and EMD will be rejected.

3.2.5. As the opening of the envelope containing tender fee / EMD documents is the First step in bid evaluation, any violation of this clause will lead to invalidation of the tender in this stage itself. Therefore care shall be taken to ensure no other enclosures are placed in this cover except the ones that are specified.

3.3. INSTRUCTION TO TENDERERS FOR ONLINE SUBMISSION OF E-TENDER

3.3.1. The Tenderers who are interested in bidding can download tender documents from https://pudutenders.gov.in, www.pdl.puducherry.gov.in, www.py.gov.in

3.3.2. Tenderers who wish to participate in this tender will have to register on https://pudutenders.gov.in. To participate in online tenders, Tenderers will have to procure Digital Signature Certificate as per information Technology Act-2000 using which they can sign their electronic bids. Tenderers can procure the same from any CCA approved certifying agency i.e.
TCS, safe-crypt, Noode etc. or they may contact e-Procurement Cell, Government of Puducherry for further assistance.

Contact No. 0413-2220225, Toll free no. 1800 233 7315
(Help desk 10 A.M. to 6 P.M. on all working days)
e-mail: eproc@puducherry.gov.in; eprocurementpondy@gmail.com
Address: e-Procurement Cell, III Floor, Goubert Avenue, Chief Secretariat, Puducherry.

3.3.3. Tenderers who already have a valid Digital Signature Certificate need not procure a new Digital Signature Certificate

3.3.4. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are ready in digital form and in requisite file formats. Generally accepted formats are .pdf, .xls, .jpg etc.

3.3.5. Training for the bidders on the usage of e-Tendering system is also being arranged by Puducherry Distilleries Ltd., on regular basis. Bidders interested for training may contact e-Procurement Cell, Government of Puducherry for booking the training slot.

3.3.6. Pre-bid meeting is also conducted by the Company for the interested tenderers on the online submission of the tenders and other clarifications regarding the e-tender on 14th February 2014 at 10.00 AM at Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry

3.3.7. Bidders are also advised to refer “Bidders manual” available under “Download” section of e-procurement portal https://pudutenders.gov.in for further details about the e-tendering process

3.3.8. Tenderers should upload their scans of D.D. of Tender Fee and EMD with the online bid.

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.

3.4.2. Tenderers should upload their scanned copy of D.D. of Tender Fee and EMD along with the online bid in the format as required by the e-procurement system.

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 Demand draft towards the cost of Tender Fee for Rs. 2,000/- drawn in favour of Puducherry Distilleries Ltd., Puducherry and the scanned copy of a Demand draft towards Earnest Money Deposit of Rs. 2,00,00/- drawn in favour of Puducherry Distilleries Ltd., Puducherry

3.5.4. The scanned copy of the duly signed Tender Consent form agreeing the terms and conditions of the tender conditions.

3.5.3. The scanned copy of VAT / Firm registration certificate.
Note:

3.5.5 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.

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

3.5.7 Mere submission of scanned copies of Demand Drafts for tender fee and EMD shall not entitle the Tenderer for the participation in the tender. The fulfillment of the Clause 3.2 is also required.

3.5.8 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 unit price quoted shall be entered by the tenderer in the prescribed excel sheet.

3.6.2 The rate should be quoted in whole rupee and paisa only and must be expressed in figures and in words (English).

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

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

3.6.5 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. The rates should be quoted F.O.R delivery at Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry.

Note:

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

3.7 In the event of any discrepancy in respect to the rates quoted, the “Company” reserves the right to accept or reject the tender.

4. EARNEST MONEY DEPOSIT

4.1 The tenderer should pay a sum of Rs. 2,00,000/- (Rupees Two lakhs only) as Earnest Money Deposit for the supply of 180ml & 750ml bottles by way of Demand Draft drawn in favour of "Puducherry Distilleries Limited" payable at Puducherry/Villianur.

4.2 Tenders received without Earnest Money Deposit will not be entertained and will be summarily rejected. Small Scale Industries are not exempted from the remittance of this EMD.
4.3 The earnest money deposit of the unsuccessful tenderers will be refunded without any interest by way of crossed cheques only.

4.4 The earnest money deposited by the successful tenderer will be retained and adjusted against the Security Deposit for the due and faithful fulfillment of the contract, but shall be forfeited, if the tenderer fails to deposit the requisite security deposit and also to execute the agreement within 7 (seven) days from the date of receipt of the supply order.

5. SECURITY DEPOSIT

The successful tenderer shall, within seven days of issue of the supply order of his tender, deposit an amount equal to 5% of his tendered value as Security Deposit for the due and faithful fulfillment of the contract. The Security Deposit may be furnished by means of Bank Guarantee executed in favour of Puducherry Distilleries Limited, from a nationalised bank for a period of one year 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. GUARANTEE

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

7. WARRANTY

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

8. MODE OF PAYMENT

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

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

9. TRANSPORTATION AND INSURANCE CHARGES

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

10. SALES TAX, VAT, EXCISE DUTIES & OTHER TAXES

Sales Tax, VAT, Excise Duties 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. The Company will issue Form ‘C’ as prescribed in the Central Sales Tax Act.
11. RIGHT TO ACCEPT OR REJECT TENDER AND TO POSTPONE THE LAST DATE FOR RECEIPT AND/OR OPENING OF TENDER

11.1 The right in respect of acceptance of tender will rest with the Company. The Company, however, does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole supply may be split up between two or more suppliers/manufacturers or accepted in part and not in entity if considered expedient. The Company, through any of its officials, shall have the right to negotiate with any of the tenderers and arrive at an amount other than the one mentioned in the submitted and opened tender.

11.2 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.

12. CONTRACT PERIOD

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

13. 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.

14. AGREEMENT

The successful tenderer shall be required to execute an Agreement stipulating all the terms and conditions mentioned herein within 7 (seven) days from the date of issue of the supply order, after furnishing the requisite Security Deposit. 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 acceptance of the tender shall stand cancelled. The Contract shall be deemed final only when the Agreement is signed. The supplier shall also be liable to compensate the Company, for the difference in price amount in allotting the supply in favour of any other party for effecting the supply, after such default.

15. RIGHT TO TERMINATE CONTRACT

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.

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.

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

17. PRICE ESCALATION

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

18. PENAL CLAUSE

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

19. SETTLEMENT OF DISPUTES

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

20. EVALUATION OF TENDER:

20.1 The technical tender and other documents will be evaluated only on receipt of Tender fee and EMD as demand drafts as specified in the tender document in a separate, sealed cover superscribed as “Tender fee, EMD for supply of Glass Bottles” on or before 28.02.2014 (1.00 p.m.) at the Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry-605 110.

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(If these days happen to be a holiday, the next working day will be the date for these items)

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

21. ACCEPTANCE OF TENDERS

The tender shall remain open for acceptance for sixty days from 28.02.2014. 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.

Puducherry
04.02.2014

MANAGING DIRECTOR
PONDICHERRY DISTILLERIES LTD.
ANNEXURE - I

FINISH: 25PP ROPP

Country Breeze

WEIGHT: 160 ± 7gms
BRIMFUL CAP: 187 ± 3.5ml
FILLING CAP: 180 ± 3.5ml

180ml FLAT
ANNEXURE - II

ANNEXURE - I

TO BE ENGRAVED ON THE BACK SIDE

TO BE ENGRAVED ON THE FRONT SIDE

Country Breeze

750ml
TENDER SCHEDULE CONSENT FORM

I/We have read and understood the notice inviting tender, Bottle Specification Annexures, conditions, and all other contents in the tender document for the tender.

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

I/We agree to keep the validity of the rate quoted in this tender for Sixty (60) days from the date of opening of the tenders thereof and will not make any modifications in its terms and conditions.

A sum of Rs.2,00,000/- has been deposited in the form of Demand Draft/ Bankers Cheque drawn in favour of PDL as earnest money. 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.

Dated………………………… Signature of Tenderer with seal

Postal Address :