Notice inviting e-tender for the supply of Rectified Spirit

“e-Tenders” are invited ONLY from established manufacturers for the Supply of minimum 30 lakh litres of RECTIFIED SPIRIT (IS: 323-1959) Grade I (in six months)

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.2,000/- and EMD for an amount of Rs.2,50,000/- 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 Rectified Spirit” on or before 13.12.2013 (1.00 P.M) at the Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry-605 110.

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<th>Sl. No.</th>
<th>Subject</th>
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<tr>
<td>1</td>
<td>Pre Bid Meeting</td>
<td>26/11/2013</td>
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<td>11.00 A.M.</td>
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<td>Bid submission start date</td>
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<td>10.00 A.M.</td>
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<td>3</td>
<td>Last date of Submission of Tender Fee, and EMD at PDL office</td>
<td>13/12/2013</td>
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<td>4</td>
<td>Last date of Submission of Tender online</td>
<td>13/12/2013</td>
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<td>5</td>
<td>Date of opening of technical bid online by the Committee</td>
<td>13/12/2013</td>
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<td>6</td>
<td>Date of opening of financial bid online by the committee</td>
<td>13/12/2013</td>
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Place & Date: Puducherry. 16-11-2013.  
ABBU: E2/2013
PUDUCHERRY DISTILLERIES LIMITED

(A Government of Puducherry Undertaking)

DETAILED E-TENDER TERMS & CONDITIONS FOR
THE PROCUREMENT OF RECTIFIED SPIRIT 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 about 30 lakh litres of Rectified Spirit conforming to IS-323-1959:Grade I 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 Rectified Spirit.

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 Rectified Spirit.

2. SCOPE OF SUPPLY :

2.1 The Company proposes to procure necessary Rectified Spirit, 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) and CONSISTANT PRODUCTION RECORD OF A MINIMUM OF 75 LAKH LITRES OF RECTIFIED SPIRIT PER YEAR ALONE ARE ELIGIBLE 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 Rectified Spirit during the total contract period. However, the Company may require an additional quantity of 10 (Ten) lakh litres of Rectified Spirit during the contract period or in the extended period of the contract after signing the Agreement. Out of the thirty lakh litres, 5.0 Lakh Litres of Rectified Spirit should be supplied within twenty days from the date of the supply schedule with Import Permits are given (Please refer to Clause 7.1 also). The balance quantity of Rectified Spirit should be supplied to the company within six months from the date of entering into the Agreement as per the Schedule given by the Company. The Company will not lift any quantity of Rectified Spirit from the Tenderer if it does not comply with the specifications given in the Tender Schedule.

2.3 The strength of Rectified Spirit should not be less than 66 O.P. and should strictly conform to IS: 323-1959 Grade I. The quality of Rectified Spirit 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 eventhough 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 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 Rectified Spirit” 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 13 - 12 -2013 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](https://pudutenders.gov.in), [www.pdl.puducherry.gov.in](http://www.pdl.puducherry.gov.in).

3.3.2. Tenderers who wish to participate in this tender will have to register on [https://pudutenders.gov.in](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)

email: 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 26th November 2013 at 11.00 AM at e-Procurement Cell, III Floor, Goubert Avenue, Chief Secretariat, Puducherry

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

3.3.8 Tenderers should upload their scanned copies 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 five documents in Cover details of Cover No. 1 in the e-tender format and the supported file format is **.pdf**

(i) The scanned copy of Demand draft towards the cost of Tender Fee for **₹ 2,000/-** drawn in favour of Puducherry Distilleries Ltd., Puducherry.

(ii) The scanned copy of a Demand draft towards Earnest Money Deposit of **₹ 2,50,000/-** drawn in favour of Puducherry Distilleries Ltd., Puducherry.

(iii) The scanned copy of consent letter for the supply of thirty lakh litres of Rectified Spirit.

(iv) The scanned copy of the licences issued by the local Excise authorities.

(v) Technical tender details as per Annexure- I.

**Note:**

a. 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.

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

c. 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.**

d. 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:**

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

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

3.6.2 The rate per thousand litres of RS is to be quoted on F.O.R basis (landed cost) inclusive of cost, export duty/fee, administrative charges, testing fees (at the rate of ₹ 400/- per tanker load of RS), traveling expenses of the chemist and Company escorts (at the rate of ₹ 5,000/- per lakh litres of Rectified Spirit), vending fee, sales-tax/VAT, freight, expenses to excise/police escorts, insurance and other incidental expenses, but excluding import fee/duty if any, imposed by the Government of Puducherry during the contract period. At present the Government of Puducherry has not imposed any import fee/duty on RS/ENA. It is reiterated that the quotation should include cost of transportation, loading, unloading and all other applicable taxes levied by the Central, State and local authorities.

3.6.3 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.

3.6.4 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:
a) The bid shall contain only the price list. Any discrepancy in this regard will cause the rejection of Price list.

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

(i) Latest Sales-Tax clearance certificate.

(ii) Latest Income-Tax verification / clearance certificate from Income Tax Authority. Permanent Account Number of Income Tax should be quoted in the offer without fail.

(iii) Documents supporting that the tenderers are the manufacturers of Rectified Spirit.

(iv) The scanned copy of the RS analysis report.

3.8 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 :**

4.1. The Tenderer is required to furnish an Earnest Money Deposit of ₹2,50,000/- (Rupees two lakh and fifty thousand only), by way of Demand Draft, Bankers' Cheque, etc., drawn in favour of "Puducherry Distilleries Limited" payable at Puducherry / Villianur as instructed in Clause 3.2 and 3.5 (ii).

4.2 Tenders received **without** Earnest Money Deposit will be summarily rejected.

4.3 The Earnest Money 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 / adjusted towards the Security Deposit for the due and faithful fulfillment of the contract, but shall be forfeited, if such Tenderer fails to deposit the requisite security deposit and execute an Agreement within 7 (seven) days from the date of receipt of the letter of acceptance of the Tender issued by the Company. 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 7** (seven) days from the date of receipt of the letter of acceptance of tender, deposit with the Company an amount of ₹15,00,000/- (Rupees Fifteen 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 7** (seven) 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, 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 Rectified Spirit. During the trials, the tenderer should commence the supply of Rectified Spirit within seven days 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 our customers and from the 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 Rectified Spirit within **seven days** repeat **seven days from the date of issue of supply schedule.** 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 Tenderer shall intimate well in advance the exact **route plan** for the transportation of Rectified Spirit, the tankers **capacity** and the tankers' **registration numbers**, name of the **representatives** of the contractor accompanying the convoy of tankers and the **time and date of commencement of the journey** both to the Excise Department, Government of Puducherry and the Company. The Contractor shall adhere strictly to the route plan approved by the Excise Department. The tankers to be used for transportation of Rectified Spirit 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**. Rectified Spirit 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. In the en route transport the drivers of each tanker should intimate the Company at 06.00 AM, 12.00 Noon, 06.00 PM and 11.00 P.M by phone or SMS on each day of travel from the point of exporting State to the point of Puducherry Distilleries Ltd. 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.

7.3 The strength of Rectified Spirit should not be less than 66 O.P. and should strictly conform to **IS: 323-1959 Grade I** as furnished in Annexure - D. The Company will depute it’s own official(s) to the respective distillery from where Rectified Spirit will be bought to test the quality, quantity and the strength of the Rectified Spirit. The cost of deputing such officials, testing and other related expenses shall be borne by the Tenderer himself.

7.4 The Rectified Spirit 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 Rectified Spirit, 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 Rectified Spirit. The decision in this regard taken by the Managing Director of the Company will be final and binding on the Tenderer.

7.5 If the supply made does not meet the above specification of 66 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 RS.
7.6. 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 Rectified Spirit 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 Rectified Spirit 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 Rectified Spirit 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.

7.7. 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.

8. **DELIVERY PERIOD:**

The total quantity of Rectified Spirit is to be supplied as per the delivery 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 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.

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 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 of submission or opening of tender, being declared as a holiday for the office of the tendering authority, the due date for submission of tender and opening of tender 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 rates 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.

10. MODE OF PAYMENT:

10.1 Payment for the supply of Rectified Spirit will normally be made 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 by crossed cheques on the Tenderer’s name only and if payment is required by way of DDs, the same will be done at the cost of the Tenderer. Payments will be made against single invoice 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 during the time of loading the Rectified Spirit into the tanker at the distillery to enable to remit the applicable duties and taxes to the respective Government.

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

11. TRANSPORTATION:

11.1 It is of utmost importance that the Rectified Spirit 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 Rectified Spirit 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 Rectified Spirit 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 Rectified Spirit 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 Rectified Spirit 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 Rectified Spirit tankers and must be kept updated for a period till that batch of Rectified Spirit is delivered at the Company's site at Ariyapalayam.

11.6 If the unloading of the Rectified Spirit 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 Rectified Spirit 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. VALIDITY 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 Rectified Spirit 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.

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 rectified spirit at the finalised rate of the L1 Tenderer with the intention to avoid any short supply of Rectified Spirit by natural calamity and catastrophe and other reasons beyond the control of the Suppliers and the Company.

16.3 If the quality of Rectified Spirit 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 Rectified Spirit. 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 PUDUCHERRY only.
19. OTHER TERMS AND CONDITIONS :

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 Rectified Spirit from the Tenderer.

20. SUBMISSION OF TENDER :

1. The technical tender and other documents will be evaluated only on receipt of Tender fee and EMD as demand draft as specified in the tender document in a separate, sealed cover superscribed as “Tender fee, EMD for supply of Rectified Spirit” on or before 13.12.2013 (1.00 p.m.) at the Puducherry Distilleries Ltd., Ariyapalayam, Villianur, Puducherry-605 110.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Subject</th>
<th>Date and time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pre Bid Meeting</td>
<td>26/11/2013 at 11.00 A.M.</td>
</tr>
<tr>
<td>2</td>
<td>Bid submission start date</td>
<td>27/11/2013 at 10.00 A.M.</td>
</tr>
<tr>
<td>3</td>
<td>Last date of Submission of Tender Fee, and EMD at PDL office</td>
<td>13/12/2013 at 1.00 P.M.</td>
</tr>
<tr>
<td>4</td>
<td>Last date of Submission of Tender online</td>
<td>13/12/2013 at 1.00 P.M.</td>
</tr>
<tr>
<td>5</td>
<td>Date of opening of technical bid online by the Committee</td>
<td>13/12/2013 at 2.00 P.M.</td>
</tr>
<tr>
<td>6</td>
<td>Date of opening of financial bid online by the committee</td>
<td>13/12/2013 at 4.00 P.M.</td>
</tr>
</tbody>
</table>

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

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 a period of Sixty days from FRIDAY, the 13th DECEMBER, 2013. 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: 16-11-2013.

Managing Director
ANNEXURE A

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Name of the products</th>
<th>Production/annum in lakh l</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-2011 (Sugar Season)</td>
<td>Rectified spirit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extra neutral alcohol</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Impure spirit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power alcohol</td>
<td></td>
</tr>
<tr>
<td>2011-2012 (Sugar Season)</td>
<td>Rectified spirit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Extra neutral alcohol</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Impure spirit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Power alcohol</td>
<td></td>
</tr>
<tr>
<td>2012-2013 (Sugar Season)</td>
<td>Rectified spirit</td>
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</tr>
<tr>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Power alcohol</td>
<td></td>
</tr>
</tbody>
</table>

7. Operating period of the distillery:

8. R.S. Storage capacity: lakh litres

9. RS stock position as on 10/12/2013:

(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 Storage Capacity : M.Ts

16. Molasses stock position as on 10/12/2013 : M.Ts

17. Have you supplied RS 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