

Puducherry Agro Products, Food and Civil Supplies Corporation Limited
(PAPSCO)
(A Govt. of Puducherry Undertaking)

Registered Office: Agricultural Complex, Thattanchavady, Puducherry – 605 009.
Phone No.0413-2249023/2249232; and Fax No.0413-2248048



e-TENDER FOR SUPPLY OF
RICE for PUDUCHERRY, KARAIKAL, MAHE
AND YANAM REGIONS OF UNION
TERRITORY OF PUDUCHERRY

(TWO BID SYSTEM)

(AUGUST 2016 TO OCTOBER 2016)
(FOR 3 MONTHS)

Uploaded on 21.7.2016

SHORT TERM e- Tender for Supply of RICE for
Puducherry, Karaikal, Mahe and Yanam regions of Union Territory of Puducherry
FOR 3 (THREE) MONTHS FROM AUGUST 2016 TO OCTOBER 2016.

(Two Bids System)

Tender Form Cost : Rs.2,100/- (Non-refundable)
Earnest Money Deposit: Puducherry: Rs.25,00,000/- (Refundable)
Karaikal : Rs. 6,14,000/- (Refundable)
Mahe : Rs. 90,000/- (Refundable)
Yanam : Rs. 1,80,000/- (Refundable)

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	21.7.2016	10.00 AM
2.	Document Download Start date	21.7.2016	10.00 AM
3.	Document Download End date	05.8.2016	10.00 AM
4.	Pre-Bid Meeting	26.7.2016	11.00 AM
5.	Last date for publishing amendments, if any	28.7.2016	5.00 PM
6.	Bid Submission Start Date	21.7.2016	10.00 AM
7.	Bid Submission End Date	05.8.2016	10.00 AM
8.	Technical Bid Opening Date (Sample Test)	05.8.2016	10.15 AM
9.	Price Bid Opening Date (subject to finalization of Tech bid) on the same day 05.8.2016 or another date.	05.8.2016	12.30 PM

Sl.No.	Details of the tender document	Page No.
1.	Tender Notice	2 & 3
2.	Introduction and Scope of work	4 & 5
3.	Introduction to Bidders	6 - 8
4.	Eligibility condition	9 - 10
5.	Terms and conditions of Tender and Contract	11 to 25
6.	Check List of Technical Bid (Cover-I)	26
7.	Technical Bid Form (Part-I)	27 - 29
8.	Annexure-I (Technical Undertaking)	30 & 31
9.	Check List of Price Bid (Cover-II)	32
10.	Price Bid Form (Part-II)	33 - 36
11.	Annexure-II (Financial Undertaking)	37
12.	Annexure-III(Compliance with Code of Integrity & No Conflict of Interest)	38 & 39
13.	Annexure-IV (Statement of Annual Turnover)	40
14.	Annexure-V (Affidavit - Declaration of firm not blacklisted).	41

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

No.1-1/Rice/Tender/PAPSCO/2016-17

Date: 21.7.2016

**SHORT TERM e-TENDER NOTICE FOR SUPPLY OF RICE FOR PUDUCHERRY, KARAIKAL,
MAHE AND YANAM REGIONS OF UNION TERRITORY OF PUDUCHERRY**

M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO) invites single stage two envelopes unconditional Bids from the eligible interested Registered Companies, Cooperative Societies, **Rice Millers Associations**, individual or partnership firm, or any other legal entity in India who may be Rice Millers/Producers/ Wholesalers/Traders from within and outside Union Territory of Puducherry for supply of RICE of 19,680 MT. to meet 3 months requirement for the period from August 2016 to October 2016 of Puducherry (15,000 MT.), Karaikal (3,420 MT.), Mahe (480 MT.) and Yanam (960 MT.) and delivering at the Fair Price Shops (or) any other places/points specified by PAPSCO/YCSL at Puducherry, Karaikal, Mahe and Yanam Regions of Union Territory of Puducherry for distribution to the family cardholders.

1. DETAILS OF TENDER DEPOSITS:

Earnest Money Deposit: i) Puducherry: Rs.25,00,000/- : ii) Karaikal: Rs.6,14,000/- (Refundable) iii) Mahe : Rs. 90,000/- : iv) Yanam : Rs.1,80,000/-

Security Deposit : 10% of the value of the stocks ordered.

2. TENDER SCHEDULE:

Name of the Component	Bid document Download Start Date and end date	Pre-bid Meeting at Regd. Office	Last date for submission of Bids	Opening of Bids
Quality Common Grade Rice of White Colour Single Boiled Rice for Puducherry & Karaikal regions, Double Boiled Rice for Mahe region and old Raw Rice for Yanam region (free from stones, iron particles, broken rice, husk, bran, black rice, discoloured, damaged, unpolished rice, any other organic and inorganic foreign particles; moisture content 14% or less).	10.00 AM of 21.7.2016 Upto 10.00 AM on 05.8.2016	26.7.2016 at 11.00 AM	upto 10.00 AM of 05.8.2016	(i) <u>Technical Bid:</u> (online and physical mode) 05.8.2016 at 10.15 AM At Regd. Office and (ii) <u>Price Bid:</u> 05.8.2016 at 12.30 PM (on-line) (subject to finalizing technical bid).

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

3. The tender/bid shall only be submitted through online tendering system of <https://pudutenders.gov.in> The interested bidders shall have to be enrolled/registered with portal of <https://pudutenders.gov.in> for participating in the Bidding process.
4. If the dates mentioned above are declared as holidays, the Tenders will be received and opened on the next working day.
5. Tender Form and Terms & Conditions (not transferable) can be downloaded from the websites <https://pudutenders.gov.in> at free of cost. The tender may also be viewed from tenders column of <http://www.py.gov.in>.
6. The tender fee of Rs.2,100/- and the Earnest Money Deposit amount in the form of Demand Draft/Bankers' Cheque/FDR or by means of RTGS/NEFT in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be submitted to the Office of the Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009 upto the scheduled date. Copy of the RTGS/NEFT payment made particulars should be enclosed along with submission of Technical Bid and scanned copy in e-portal also.
7. The Rice Millers/Importers/Traders/Wholesalers/[Rice Millers Association](#) who are blacklisted by the Government/ State Agency/any institution are not entitled to file/ participate in the tenders.
8. Minors/insane are not eligible to participate.
9. No physical/off-line Bid shall be accepted. Only off-line payment/documents/samples as stated in tender conditions of technical bid will be accepted in physical mode. Conditional tenders and casual letters sent by the bidders also will not be accepted.
10. Purchase preference will be given to Government Organisations/Govt. Undertakings/Coop. Societies, etc., who have continuously involved in this business for at least three years and subject to the satisfactory performance and capacity which is at the discretion of PAPSCO.
11. The bidders shall not directly or indirectly concerned or in any way deal with the officers or other persons employed by or under the authority of the Corporation in making the supplies hereby contracted for, nor shall the bidders either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any department under the Corporation, money or gratuity, fee or reward for any matter of thing or any way relating to the performance of the contract.

The Managing Director of M/s. PAPSCO, Puducherry reserves the rights to reject/accept any/all tenders or cancel the tender with or without assigning any reason.

Sd/-
(DR.S. VASANTHAKUMAR)
MANAGING DIRECTOR

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

INTRODUCTION

In the Union Territory of Puducherry, for Public Distribution System, M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO), Puducherry (A Government Company) registered under Companies Act, 1956 is the lifting agency for Puducherry, Karaikal and Mahe regions; and M/s. Yanam Coop. Stores Limited (YCSL), Yanam, a Regd. Coop. Society is the lifting agency for Yanam region. **In respect of the procurement and lifting of open market rice (Non-PDS), PAPSCO floats the tender for all the region and the procurement will be done by PAPSCO/YCSL for their respective regions as nominated for PDS. The authority is Managing Director for PAPSCO and Administrator for YCSL. The Registered & Branch Offices of M/s. PAPSCO, Puducherry and M/s. YCL, Yanam are as follows:-**

Sl. No.	Regions	Lifting Agency	Office Address
1.	Puducherry	M/s. PAPSCO, Puducherry.	<u>Registered/Head Office:</u> Agricultural Complex, Thattanchavady, Puducherry-605 009.
2.	Karaikal		<u>Branch Office:</u> Milk Society Complex, Karaikovilpathu, Karaikal – 609 605.
3.	Mahe		<u>Branch Office:</u> No IV/701, PAPSCO, Main Road, Mahe-673 310.
4.	Yanam	M/s. YCSL, YANAM	<u>Registered Office:</u> No.03-02-058, Vishnanalayam St., Yanam-533 464.

SCOPE OF WORK

The Government of Puducherry has proposed to distribute quality rice (**Single Boiled Rice** for Puducherry & Karaikal regions; **Double Boiled Rice** for Mahe region **and old Raw Rice for Yanam region**) @ 20 Kg. per family card every month at free of cost to all the cardholders of all the four regions of Union Territory of Puducherry **w.e.f. August 2016** through Fair Price Shops (FPS).

The present total family cardholders strength in the Union territory of Puducherry is about 3,31,000 (Puducherry: 2,50,000; Karaikal: 57,000; Mahe:8,000; and Yanam:16,000) and running about 507 FPSs (Puducherry:376; Karaikal:91; Mahe:18; and Yanam:22). As such, for distribution @ 20 Kg. per card per month, the total requirement of Rice is about 6,620 MT. per month (Puducherry: 5,000 MT; Karaikal: 1,140 MT.; Mahe: 160 MT.; and Yanam: 320 MT). **Now, it is proposed to start with initially for a period of 3 months from August 2016 to October 2016, for which, the total requirement is 19,680 MT.**

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

Therefore, PAPSCO invites Tenders from the eligible interested Registered Companies, Cooperative Societies, individual or partnership firm, **Rice Millers Association**, or any other legal entity in India who may be Rice Millers/Producers/Wholesalers/Traders from within and outside Union Territory of Puducherry for supply of rice (free from stones, iron particles, broken rice, husk, bran, black rice, dis-coloured, damaged, unpolished rice, any other organic and inorganic foreign particles; and moisture content 14% or less) of the following variety and quantity to meet the **3 (three) months** requirement from **August 2016 to October 2016** and delivering at the Fair Price Shops (or) any other places/points specified by PAPSCO/YCSL at Puducherry, Karaikal, Mahe and **Yanam** Regions of Union Territory of Puducherry for distribution to the family cardholders.

Sl. No.	Region	Rice variety	Quantity (in MT.)
1.	Puducherry	WHITE COLOUR SINGLE BOILED RICE of common grade of varieties like ADT-36, ADT-38, ADT-39, ADT-43, ADT-45,	15,000
2.	Karaikal	CHINNA PONNI, PUDUVAI PONNI, CO-43, CO-45, ASD-16, ASD-18, SORNA and such other fine variety or equal fine quality rice but not bold variety	3,420
3.	Mahe	DOUBLE BOILED RICE of common grade (BOLD) of varieties of White Kuruva and Yellow Kuruva	480.
4.	Yanam	Minimum 6 months old white colour Raw Rice of fine varieties (but not bold) of SWARNA and GIDDA MASURI/BPT .	960
		Total	19,860

* * *

INSTRUCTIONS TO BIDDERS (ITB)
Instructions to Bidders for Online Tendering (e-Tendering);

1. Bidders mean all eligible and interested Registered Companies, Cooperative Societies, Rice Millers Association, individual or partnership firm, or any other legal entity in India who may be Rice Millers/Producers/Wholesalers/Traders.
2. Tender documents are available only in electronic format which bidders can download free of cost from website <https://pudutenders.gov.in>;
3. Bidders who wish to participate in this tender will have to be registered on <https://pudutenders.gov.in>.
4. Technical bid required to be submitted in physical form with required Tender document Fee, Earnest Money Deposit and documents **as stipulated in Technical Bid check list-I**. Commercial bid should be submitted online through the website <https://pudutenders.gov.in>.
5. Bidders who wish to participate in online tenders will have to procure/should have legally valid Digital Signature as per Information Technology Act, 2000, using which they can sign their electronic bids. Bidders can procure the same any of the license certifying Authority of India or can contact e-procurement Cell, Puducherry for clarifications and further details, who are licensed Certifying by Government of India.
6. All bids should be digitally signed; and the bidders who have no facility to participate the online tender are advised to contact the e-procurement cell at the below mentioned address for details regarding digital signature certificate and related training involved therein and for any technical related queries please call the Help desk.
e-Procurement Cell,
3rd Floor, Chief Secretariat, Puducherry – 605 009.
Local Help Desk: 0413-2220225/2233262
Email: support-eproc.pon@nic.in
The 24 x 7 Help Desk: Number 0120-4200462, 0120-4001002;
Mobile No.882646593
7. Kindly take note that, valid Digital Signature Certificates is must for all the interested Registered Companies, Cooperative Societies, **Rice Millers Association**, individual or partnership firm, or any other legal entity in India who may be Rice Millers/Producers/Wholesalers/Traders from within and outside Union Territory of Puducherry.

8. Online tendering process is not possible without valid digital signature certificate.
9. Interested bidders are advised to complete their procedure for taking digital signature certificate in respect to filing of application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
10. If any Bidder fails to submit the on-line tender due to pending procedure for taking valid digital signature certificate or any other reason; neither e-procurement cell nor PAPSCO is responsible for it.
11. All the bidders who have no facility to participate in on-line tenders are advised to contact e-procurement cell, Puducherry for the same.
12. Free vendor training camp will be offered by e-procurement cell, Puducherry during the tender schedule during working days at office hours. Bidders can take benefit of the same after sending written confirmation/consultation over phone in advance, if necessary.
13. All the correspondence in respect to training, support or digital signature certificate should be addressed to e-procurement cell, Puducherry on the above mentioned address.
14. No physical submission of price/commercial bid will be entertained as it should be furnished on-line only. Also no fax, email, SMS, letters or any other form of communication will be entertained for the same.
15. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the Bidder.
16. Any attempt to submit price bid through mode other than online will result in cancellation of bid and forfeiture of EMD of the bidder concerned.
17. Tender document fees and earnest money deposit in respect to tender may be submitted by way of DD/Bankers' Cheque/Pay Order/RTGS/NEFT payments within the specified dates, time and place as mentioned in the tender document by means of online/offline. Scanned copy of the DD/Bankers' Cheque/Pay Order/RTGS/NEFT payments should be uploaded along with the online Technical Bid.
18. Interested Bidders can view these tender documents on line. Bidders can download tender documents as mentioned above and bidder who wish to submit their offer shall pay tender document cost & earnest money deposit in form of Account Payee

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

Demand Draft/Bankers' Cheque/FDR/RTGS/NEFT as; the tender fee of Rs.2,100/- and the Earnest Money Deposit amount in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be submitted to the Office of the Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009 on or before the scheduled date.

19. Besides the above physical submission of Technical bid, the bidders shall have to enter/upload the relevant documents in the respective online "cover" as per the following order;

(A) Technical Cover:

(a) In the Fee Cover (in PDF format)

Scanned copies of DD/Banker's Cheque/FDR/RTGS/NEFT challans for i) tender cost and ii) EMD in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be enclosed.

(b) In the Technical document cover (in PDF format)

Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) for evaluation of Technical Bids.

(B) Financial Cover (.xls format)

The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the **Rice called for Puducherry, Karaikal, Mahe and Yanam regions.**

(a) Bidder shall enter the name of the firm on BoQ only.

(b) Bidders are requested not to edit or change any item or quantity.

(c) Rates are to be filled only on BoQ (in .xls format) sheet only.

20. The financial bids of only those Bidders would be opened and considered who meet the criteria of eligibility and selection in the Technical Bid.

21. The final results of the e-tender process are binding on all bidders and PAPSCO. Any requests for cancellation received after the conclusion of the on line bidding shall result in the forfeiture of the EMD.

22. PAPSCO reserves the right to select/reject the lowest bid or any bid or cancel the tender even at the stage of award of contract or at any stage with or without assigning any reason, if the object of the tender floated not materialized in implementation of the scheme.

23. All bidders are advised not to wait last date and submit their tender/bid at the earliest. The Corporation shall not be responsible for any inconvenience in website and no extension in deposition of tender/bid be allowed for any bidder.

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

e-TENDER FOR SUPPLY OF **RICE** PACKED IN 50 KG BAGS TO FAIR PRICE SHOPS OR ANY OTHER PLACES/UNITS SPECIFIED BY M/s.PAPSCO/**Ms.YCSL** AT PUDUCHERRY, KARAİKAL, **MAHE** AND **YANAM** REGIONS ON THE ENCLOSED TERMS & CONDITIONS FOR **3 (THREE) MONTHS FROM AUGUST 2016 TO OCTOBER 2016.**

ELIGIBILITY CONDITIONS:

1. (a) The tenderer viz., Registered Companies, Cooperative Societies, **Rice Millers Association**, individual or partnership firm, or any other legal entity in India - in case of Rice Millers – in rice trade and in case of other than Rice Millers viz., Producers/Wholesales/Traders, etc., in overall trade including rice, shall have the following minimum turnover eligibility criteria for participation for supply in the 4 regions;

Sl. No.	Bidder type	Average monthly minimum turnover during any of the last three financial years			
		Puducherry	Karaikal	Mahe	Yanam
1.	Monthly Quantity	5,000 MT.	1,140 MT.	160 MT.	320 MT.
2.	Amount of monthly average turnover	Rs.4 Crore	Rs.1 Crore	Rs.15 lakhs	Rs.30 lakhs

(b) The **average monthly minimum turnover during any of the last three financial years** of the bidder **in case of participation in other regions also, the turnover amount should be added accordingly.**

2. The tenderers **shall** be capable of trading the specified rice and required quantity. In this regard, a turn over certificate as per Annexure- IV and Balance Sheet and Profit & Loss Account along with Auditor's Report are required to be submitted.
- (i) **In case of Rice Millers Association, the Association as a whole shall meet the qualifying norms specified in the tender, they participate; and shall furnish all the required documents of all Members.**
3. The tenderer should be an Income Tax Assessee. In support of this, attested copy of Permanent Account Number (PAN) and latest Income Tax returns are required to be submitted.
4. **The tenderer/in case of Rice Millers Association, no member**, should have been black listed or debarred for any default connected with handling of Essential Commodities/ Rice from any Govt. Dept./Organization. If any of the Member has been black listed, he shall be excluded from the participation in the tender. An affidavit as per Annexure -V duly attested by the Oath Commissioner/Notary is required to be submitted in support thereof.

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

5. Any sister concern(s) of the tenderer applying against the same tender, would lead to disqualification of tenderer. Sister concern means a Company, Society, partnership firm or proprietorship having one or more common person as Director/Partner/member/owner. **Any member of the Rice Millers Association can file a bid separately for the purpose of this tender and the Rice Millers Association should furnish the list of its Members participate in this tender and excluding such member who participate separately as a bidder. Otherwise, the Rice Millers Association bid will be rejected.**
6. Unregistered partnership firm shall not be eligible.
7. The tenderer should submit copy of registered partnership deed in case of partnership firm, registration certificate in case of firm/limited company/Co-operative Society.
8. The tenderer should submit copy of registration certificate, trade license/import license issued by competent authority.
9. The Managing Director reserves the right to relax/cancel any of the provisions contained herein above.

TERMS AND CONDITIONS

1. GENERAL

- a) Tenders should be filled duly furnishing the required information as per Tender document.
- b) On download and submission of tender, the tender fee of Rs.2,100/- should be submitted in the sealed tender cover of Technical Bid (Part-I Cover) in the form of Demand Draft/Bankers' Cheque in favour of M/s. PAPSCO, Puducherry payable at Puducherry.
- c) Tenders should be strictly in conformity with the prescribed terms and conditions. Tenders should not contain any conditions other than the prescribed. Tenderers, who deviate from these terms and conditions, are liable to be rejected.
- d) PAPSCO conduct a pre-bid meeting on **26.7.2016**, which will be opened only to the interested parties. Any amendments required consequent on the pre-bid meeting, the same will be intimated on or before **28.7.2016**.
- e) PAPSCO has the right to amend any of the tender conditions, as may be desired. If such an amendment is absolutely necessary, the same shall be communicated to the Tenderer which shall be made available on websites till before the last date of receipt of tender.
- f) Tenderer should submit 3 sample packets of half-a-Kg. (1/2 Kg.) of
 - i) White colour Single Boiled Rice of common grade of variety like ADT-36, ADT-38, ADT-39, ADT-43, ADT-45, CHINNA PONNI, PUDUVAI PONNI, CO-43, CO-45, ASD-16, ASD-18, SORNA and such other fine variety or equal fine quality rice but not bold variety" for Puducherry and Karaikal regions;
 - ii) **DOUBLE BOILED RICE of common grade (BOLD) of varieties of White Kuruva and Yellow Kuruva for Mahe region; and**
 - iii) **Minimum 6 months old white colour Raw Rice of fine varieties (but not bold) of SWARNA and GIDDA MASURI/BPT for Yanam region**

in sealed [**in a transparent polythene plain cover only**] covers (free from stones, iron particles, broken rice, husk, bran, black rice, dis-coloured, damaged, unpolished rice, any other organic and inorganic foreign particles; and moisture content shall be 14% or less) on or before the specified date along with the Technical Bid cover physically to the Office of the Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry-605 009.

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

- g) Tenderers should be capable of **completing the supply of** the ordered quantity of specified **rice of the respective regions** viz., i) **within 15 working days in respect of Puducherry;** ii) **within 10 days for Karaikal region;** and iii) **in respect of Mahe & Yanam regions, within 5 days** from the date of acceptance of offer and delivery should start within 3 days of from the date of issue of supply order.
- h) The Rice Millers/Importers/Traders/Wholesalers/**Rice Millers Association** who are blacklisted by the Government/State Agency/**any firm** are not entitled to file/participate in the tenders. The Tenderers have to submit an affidavit in the prescribed proforma (Annexure-V) that they are not blacklisted by the Government/ State Agency. If the blacklisted firm, etc., file tender in benami name, the same shall be stand rejected apart from forfeiture of EMD furnished.
- i) Minors/insane are not eligible to file tenders.
- j) Tender Form is not transferable. Tenderer should sign on all pages of the Tender Form.
- k) A bidder may withdraw, substitute or modify its bid after it has been submitted in accordance with the online procedure of bid (i.e) e-procurement.
- l) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in <https://pudutenders.gov.in>
- m) Validity of bid offer is 2 months from the date of opening the tender.
- n) All the disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the contract) shall be referred to the sole arbitration of the **Secretary of Civil Supplies & Consumer Affairs, Puducherry**. In case the arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason whatsoever, **the Dept. of Civil Supplies and Consumer Affairs, Puducherry** shall be competent to appoint another person as Arbitrator. There will be no objection that the person so appointed is or was in the employment of the Corporation/ administration of the Govt. of Puducherry and as an employee of the Corporation had during the course of his duties expressed views on all or any of the matter of difference or dispute. The award of such arbitration shall be final and binding on the parties to this contract. The Courts of Puducherry only will have the jurisdiction in the matter of arbitration.
- o) The Managing Director reserves the right to relax/cancel any of the provisions contained herein above.

2. EARNEST MONEY DEPOSIT

- a) Technical bid should be accompanied with EMD amount for the respective regions viz., **Puducherry: Rs.25,00,000/-; Karaikal: Rs.6,14,000/-; Mahe: Rs.90,000/- and Yanam: Rs.1,80,000/-** by way of an Account Payee Demand Draft/Bankers' Cheque drawn on any Nationalized/ Scheduled Bank in favour of "Puducherry Agro Products, Food and Civil Supplies Corporation Limited" (or) "M/s. PAPSCO" payable at Puducherry. The EMD may be paid by means of RTGS/NEFT through Bank to the PAPSCO's Indian Bank Current A/c. No.513233148; IFS Code IDIB000P042; MIRC-605019002.
- b) The tenders without EMD stand summarily rejected. In case of unsuccessful tenderer, the EMD will be returned after the successful tenderer executes the agreement. Earnest Money Deposit will not carry any interest.
- c) The EMD and Security Deposit may be exempted only for the Government organization/Co-operative Societies, which is satisfying the eligible criteria and having involved in regular trading activity/supply of rice/processing of rice and capable of supplying the required quantity of rice in time as per the supply schedule for implementation of the welfare activity of the Government; and the decision of extending the exemption of EMD and Security rest on the discretion/decision of PAPSCO on verification of their documents furnished by the bidder and exemption certificate or as per the decision of the Government of Puducherry.
- d) If the successful tenderer pays Security Deposit by way of Demand Draft/RTGS, the EMD of the successful tenderer shall stand adjusted towards Security Deposit and they should deposit the balance Security Deposit in the form of D.D/Bankers' Cheque in favour of M/s. PAPSCO, payable at Puducherry from any Nationalized Bank.
- e) EMD is liable to be forfeited in case the tenderer withdraws or modifies his offer after opening of the tender or after the acceptance of the offer by PAPSCO or fails to enter into agreement or fails to remit the Security Deposit within the specified time; and apart from the above, the tenderer will be blacklisted.

3. QUANTITY OFFERED

- a) The tentative monthly quantity requirement in respect of each region for distribution under the welfare activity of the Government is Puducherry: 5,000 MT; Karaikal: 1,140 MT; Mahe: 160 MT. and Yanam: 320 MT. The quantity may likely to be increased or reduced as and when M/s. PAPSCO/Ms. YCSL may think fit subject to the decision of the Government. The tenderer should be capable enough to supply a minimum quantity of the monthly requirement of the entire quantity of the respective region. The quantity to be offered for 3(three) months for the period from August 2016 to October 2016 is about 19,860 MT. (Puducherry:15,000 MT; Karaikal: 3,420 MT.; Mahe: 480 MT. and Yanam: 960 MT.). The contract period, quantity and accepted rate may be extended to further 3 months or more (or) reduced to any extent subject to the requirement and decision of the Dept. of CS&CA, Govt. of Puducherry.
- b) The orders for supply to the selected tenderer/tenderers In respect of Puducherry, Karaikal & Mahe regions will be placed by M/s. PAPSCO and in respect of Yanam region, M/s. YCSL and accordingly, the tenderer should supply the quantity to the respective region at the contracted rate as per the schedule mentioned in the supply order.
- c) PAPSCO/YCSL does not guarantee any volume of quantity at any given time and the decision of PAPSCO/YCSL in this regard would be final and binding on the bidders and shall not be called into question by any bidder. PAPSCO/YCSL reserves sole discretion in the matter at their respective region.

4. RATE OFFERED

- a) The rate shall be quoted per Kg. for either for all 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions (or) for selected region of Puducherry/Karaikal/Mahe/ Yanam for supply of 50 Kg. (net weight) rice in Polypropylene(PP) bags (PP bag of the supplier) inclusive of cost of PP bag;
- b) The rates are inclusive of packing charges, all Duties, Cess, VAT and any other statutory taxes as applicable, all expenditures of loading charges at their point, transportation to the specified Fair Price Shops or any other places/units specified by M/s. PAPSCO/ YCSL at their respective regions of Puducherry, Karaikal, Mahe and Yanam, transit insurance and unloading charges, etc. at and upto the specified places.
- c) The rate quoted shall be in Indian Rupee and would be in force for the entire contract period. PAPSCO/YCSL is not responsible for any fluctuation of prices either in Domestic Market or International Market and no request or representation for revision of rate will be entertained.

- d) Based on the rates received, PAPSCO reserves the right to select the rate according to the variety to meet the requirement of Govt. of Puducherry in implementing the scheme and award supply contract to one or more bidders and the same would be final and binding on all the bidders.

CONTRACT PERIOD

- e) The rate contract is for the entire 3 months supply period of August '16 to October '16 and PAPSCO/YCSL reserves the right to extend the contract period to further 3 months or more (or) to reduce to any extent at the accepted rate or at the rate at which specified by the Government subject to the requirement and decision of the Dept. of CS&CA, Govt. of Puducherry.

Note: The specifications in Financial Bid (BoQ) should not differ from the original tender specifications; otherwise bid may be liable to be rejected.

5. SUBMISSION OF TENDER

- a) Tender should be submitted in two parts i.e., Technical Bid and Price Bid (Bill of Quantity)
- b) The Technical bid should be sealed by the bidders and kept in separate covers for each region duly superscribed as "Part-I - Technical Bid" as
- i) "For Supply of WHITE COLOUR SIGNLE BOILED RICE" for Puducherry region;
 - ii) "For Supply of WHITE COLOUR SIGNLE BOILED RICE" for Karaikal region;
 - iii) "For Supply DOUBLE BOILED RICE" for Mahe region; and
 - iv) "For Supply of OLD RAW RICE for Yanam region"

and should be addressed to "**The Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009**" and shall have the name and address of the bidder. The samples and the Tender Fee, Earnest Money Deposit should be placed in the technical bid cover, which is a part of the technical bid.

- c) The Technical Bid may be submitted by the tenderers either in person in the Tender Box placed in the Registered Office or sent by means of Registered Post/Speed post/ Parcel/Courier, etc., as the case may be reaching the above address within the stipulated time. PAPSCO will not be held any kind of responsible for any kind of loss of the bid in transit, damage by rain, etc., whatsoever the reason. The bids received after the stipulated time will be summarily rejected.

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

- d) Besides the above physical submission of technical bid, in the e-portal in the technical cover the following should be complied.
- (a) In the Fee Cover (in PDF format)
Scanned copies of DD/Banker's Cheque/FDR/RTGS/NEFT challans for i) tender cost and ii) EMD in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be enclosed.
- (b) In the Technical document cover (in PDF format)
Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) for evaluation of Technical Bids.
- e) The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the **Rice called for Puducherry, Karaikal, Mahe and Yanam regions**.
- a) Bidder shall enter the name of the firm on BoQ only.
b) Bidders are requested not to edit or change any item or quantity.
c) Rates are to be filled only on BoQ (in .xls format) sheet only.
- f) The schedule of tender floating, filing and opening is as follows:

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	21.7.2016	10.00 AM
2.	Document Download Start date	21.7.2016	10.00 AM
3.	Document Download End date	05.8.2016	10.00 AM
4.	Pre-Bid Meeting	26.7.2016	11.00 AM
5.	Last date for publishing amendments, if any	28.7.2016	5.00 PM
6.	Bid Submission Start Date	21.7.2016	10.00 AM
7.	Bid Submission End Date	05.8.2016	10.00 AM
8.	Technical Bid Opening Date (Sample Test)	05.8.2016	10.15 AM
9.	Price Bid Opening Date (subject to finalization of Tech bid) on the same day 05.8.2016 or another date.	05.8.2016	12.00 PM

6. OPENING OF TENDERS

- a) Technical Bids filed will be opened at 10.15 AM on 05.8.2016 in both physical and online mode and subject to finalization of Technical bid, the Price Bids (Bill of Quantity) will be opened at 12.30 PM on 05.8.2016 on on-line. The selection of bidders of Technical and Price bids will be announced in the e-portal accordingly.

- b) If the date fixed for opening of Tenders happens to be Govt. holiday, the tenders filed/received will be opened on the next working day at the same time specified above.
- c) During opening of the technical bid, the tenderers may attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process of Tenders.
- d) The Price Bid of the tenderer who qualifies in the Technical Bid only will be considered. Only the successful tenderers in Technical Bid are eligible to participate in further proceedings.
- e) Rate offered by the qualified tenderer of the Technical Bids will be taken into consideration to arrive at the lowest rate offered by the tenderers viz L1, L2 and so on.
- f) The rate accepted is for the supply of contracted quantity in all respects for the Quantity Tendered for the prescribed period. Any request for revision of the rate accepted due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stands rejected.
- g) After deciding the Lowest Rate by the Tender Committee, PAPSCO reserves the right to place purchase order on one or more tenderer(s) at the lowest rate for any quantity for any region, as may be agreed to be supplied by the Tenderers on the same terms and conditions for supply of the approved rice of respective region within the time stipulated by PAPSCO.

7. VALIDITY/LEGALITY:

The bids of all bidders who have participated in the bidding will remain valid upto 2 months from the date of opening of the bid.

8. NEGOTIATIONS

- a) PAPSCO may conduct negotiation on the same day of opening of the tender or shall inform the tenderers about the date and time of the negotiations as per its decision.
- b) During negotiations the tenderers should attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process to Tenders.

- c) Depending on the lowest rates received, negotiations may be conducted with L1 tenderer and in case, the lowest tender is not in a position to supply the required quantity, negotiations will be made with the second lowest tenderer to supply the balance quantity at the rate quoted by the first lowest tender **and so on.**
- d) PAPSCO reserves the right to award the tender in full or in part to one or several parties. The decision of the Managing Director is final and binding on the tenderers.

9. RIGHTS OF PAPSCO:

PAPSCO reserves the right to accept/reject any or all the tenders **at any stage with** or without assigning any reason whatsoever and the decision of the Managing Director in this regard is final and binding on the tenderer and cannot be called into question.

10. SECURITY DEPOSIT

- a) Successful tenderer should submit Security Deposit at 10% of the total value of the quantity ordered for supply within three days from the date of acceptance of Tender in the form of Demand Draft in favour of **M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited, payable at Puducherry for Puducherry, Karaikal & Mahe regions** and **M/s. Yanam Coop. Stores Ltd payable at Yanam for Yanam region** from any Nationalized Bank (or) a Bank Guarantee to the equal amount of a Nationalised Bank to be got verified from the issuing Bank.
- b) **The validity of the Security Deposit should be for 6 months period which includes the contract period as per clause 3(a) of the above condition.**
- c) If the successful tenderer fails to furnish the Security Deposit within the time specified, the EMD stands forfeited besides recovery of consequential losses, if any, sustained by the Corporation apart from cancellation of award of supply contract and blacklisting of the tenderer.

- d) The Security Deposit shall be refunded to the Supplier upon successful completion of the agreement and on production of "No Demand Certificate" from the authorized officer, which is subject to the satisfaction of clause 10(b) of the tender condition.
- e) In case of the successful tenderer fails to supply the ordered quantity in full/partially, the Security Deposit stands forfeited/Bank Guarantee will be invoked and the tenderer will be blacklisted.

11. AGREEMENT

- a) Successful tenderer should execute agreement as per terms & conditions on Rs.100/- non judicial stamp paper with respective Implementing Agencies **PAPSCO/YCSL** within three days on furnishing prescribed Security Deposit to M/s. PAPSCO for Puducherry, Karaikal, **Mahe** and **YCSL for Yanam regions**. In the event of failure to execute the agreement, the Security Deposit or EMD as the case may be, stands forfeited apart from cancellation of supply contract besides blacklisting of the tenderer.
- b) PAPSCO is entitled to collect liquidated damages, if any, from the tenderer for his failure to comply with the terms and conditions of the Tender.
- c) The supplier, if breaches any condition or clause of the agreement, **M/s. PAPSCO/YCSL is entitled to cancel the agreement in respect of their Puducherry, Karaikal, Mahe and Yanam region concerned and the agency concerned** also entitled to demand and recover the losses incurred to it due to such breach agreement condition/clause.
- d) **PAPSCO/YCSL** reserves the right to extend/modify/cancel the agreement **for their respective regions** according to the contract period and **as per clause 3(a) and 4(e)** above, subject to the decision of the Dept. of CS&CA, Govt. of Puducherry.
- e) If the Government Scheme is closed or partly revised or modified due to accidental decision of the State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified, then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/ receive any type of loss amount or cannot initiate any legal proceedings against **M/s. PAPSCO/YCSL**.

12. SPECIFICATIONS

- a) **Only good quality** i) White colour SINGLE BOILED RICE of common grade of varieties like ADT-36, ADT-38, ADT-39, ADT-43, ADT-45, CHINNA PONNI, PUDUVAI PONNI, CO-43, CO-45, ASD-16, ASD-18, SORNA and such other fine variety or equal fine quality rice but not bold variety for Puducherry & Karaikal regions; (ii) **DOUBLE BOILED RICE of common grade (BOLD) of varieties of White Kuruva and Yellow Kuruva for Mahe region** and (iii) **for supply of good quality of minimum 6 months old white colour Raw Rice of fine varieties (but not bold) of SWARNA and GIDDA MASURI/BPT for Yanam region** strictly free from stones, iron particles, broken rice, husk, bran, black rice, dis-coloured, damaged, unpolished rice, any other organic and inorganic foreign particles; and moisture content shall be 14% or less only will be accepted.
- b) Tenderer should furnish three samples **of rice of half a Kg. (1/2Kg.) each conforming to the above specifications** in sealed covers failing which, such tender will be rejected. **PAPSCO/YCSL** for the respective region may analyze through reputed analytical laboratory for conformity of the grade and quality of the rice before acceptance of offer.
- c) The sample of the lowest tenderer may be sent for analysis prior to issue of supply order.

13. PACKING:

- a) The rice should be packed and supplied in of 50 Kg.(net weight) new Polypropylene bags of 50 Kg. capacity with inner polyethylene lining with machine stitched and contents on the bag shall conforming to the packaging rules in vogue.
- b) Net weight of stock packed should be 50 Kgs. in standardized Polypropylene bag. The tare weight for the **Rice** of 50 Kg. new Polypropylene empty bag shall be considered 160 grams per bag.
- c) The bags should be only of approved supplier bag and the labelling if any on the bag should be as provided by **PAPSCO/YCSL at the respective region** and not of the bidder or other third parties. In case of any deviation in this regard, the Security Deposit of the tenderer will be forfeited besides blacklisting and the tenderer is only responsible for any consequences arising out the deviation.

14. DURATION AND PLACE OF DELIVERY

The supplier should start the supply of the ordered quantity (month wise) **of selected/approved rice variety** within the stipulated period as per specification prescribed and complete delivery should be made at the specified places of M/s. **PAPSCO/YCLS** at the

respective region viz., Fair Price Shops or any other place/unit i) within 15 working days in respect of Puducherry; within 10 days for Karaikal region; and iii) in respect of Mahe & Yanam regions, within 5 days from the date of acceptance of offer and delivery should start within 3 days of from the date of issue of supply order by the Corporation at the agreed rate including transportation and other expenditure.

15. FURNISHING INFORMATION

- a) Supplier shall obtain the details of quantity from M/s. PAPSCO and YCSL, Puducherry for the Puducherry, Karaikal, Mahe and Yanam from the respective agency/at the respective regions.
- b) Supplier should inform PAPSCO/YCSL of respective region, the quantity to be supplied well in advance by a day (i.e) prior to the day of supply. On assigning the area and FPSs/places specified by PAPSCO/YCSL, the supplier shall supply the rice accordingly.
- c) PAPSCO/YCSL may undertake pre-dispatch inspection of stock by representative of its own office or any other Govt./Private Agency entrusted for that purpose at the premises where from the supplies are going to be made at the respective region.
- d) Supplier shall furnish a daily report to the authorized Officer at the respective region on supply of stocks truck wise and destination wise quantity delivered through e-mail and Fax also.
- e) Supplier should maintain complete account of supplies made and also furnish the details as and when requested by the authorized Officer of the respective region.

16. ACCEPTANCE OF STOCKS

- a) Only the white colour SINGLE BOILED RICE of common grade of such variety in respect of Puducherry & Karaikal regions; Double Boiled Rice of common grade (Bold) of such variety in respect of Mahe region and white colour of minimum 6 months old raw rice of fine variety (not bold) of such variety in respected of Yanam region selected in the tender only will be accepted. Therefore, the tenderer should quote the specific varieties which he could offer for this tender. The stock should be free from stones, iron particles, broken rice, husk, bran, black rice, dis-coloured, damaged, unpolished rice, any other organic and inorganic foreign particles; and the moisture content shall be 14% or less.

- b) Supplier should hand over three half-a-kg (1/2 Kg.) sample of the **selected rice** to be supplied in sealed covers at the respective Officer Incharges of **PAPSCO at the Puducherry, Karaikal, Mahe regions** and of **YCSL at Yanam region** on every consignment before the supply. Only on the acceptance of the variety and quality by **PAPSCO/YCSL**, the supply to FPS or any other place specified to be commenced.
- c) At the time of delivery of stocks by the suppliers, the stocks may be subjected to quality check by the Quality Control Team/authorized representative of **M/s. PAPSCO/YCSL at the respective region** at the loading point/goods in transit/unloading point, as the case may be. Samples will be drawn as per the usual procedure of **PAPSCO/YCSL** in the presence of suppliers or their authorized representative. One sealed sample so drawn will also be given to the suppliers. In the event of supply of stocks not conforming to specifications, such stocks are liable for rejection. "The decision of the Quality Control Team/authorized representative at loading/goods in transit/unloading points will be final and should not be disputed".
- d) Stocks conforming to the specifications will only be accepted. Stocks not conforming to specifications stands summarily rejected and it is the responsibility of the supplier to take back the rejected stocks and replace the stock conforming to the specifications at the earliest but not beyond **2** days at the own risk and cost. Otherwise, the necessary penalty/damage/demurrage will be charged, for which, the **PAPSCO/YCSL** reserves the right and **PAPSCO/YCSL** will not take any responsibility or otherwise once the stocks are rejected.
- e) Supply shall be subjected to quality analysis and the **PAPSCO/YCSL** at its discretion shall send samples of any consignment to the accredited or any other laboratory for analysis. In such cases, the result of accredited/lab is final.
- f) **If the lab report/statements confirms that the quality of the rice fails to the prescribed specification or the quality of rice supplied was unfit for human consumption, PAPSCO reserves the right to either charge penalty (or) to withhold the payment (or) the payment will not be made for the specific consignment or for the entire supply order, as the case may be, which is at the discretion of PAPSCO and should not be disputed by the supplier.**

17. PENALTY ON DEFAULT/EXTENSION OF TIME

- a) The entire ordered quantity of **selected/approved rice** should be supplied within the stipulated time **at the respective region**. No extension of time will be granted for supply of beyond the specified date fixed.

- b) But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the PAPSCO/YCSL subject to the following conditions:
- (i) A penalty of Rs.50/- (Rupees fifty only) will be imposed per Qtl. per day subject to a maximum of Rs.500/- per MT. (or) 10% of the value of the quantity of **the Rice supplied at the region concerned** after the due date fixed at the time of payment, according to the veracity of the default of the supplier.
 - (ii) If the supplier requires an extension of time for completion of the contractual supply, on account of occurrence of any hindrances, he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
 - (iii) The PAPSCO/YCSL may extend the delivery period with or without liquidity damage in case they are satisfied that the delay in the supply of goods are on account of hindrances beyond control, such reason shall be recorded while granting extension.
- c) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited/Bank Guarantee will be invoked besides blacklisting.
- d) In the event of failure to supply the ordered quantity by the successful tenderer within the stipulated time, the PAPSCO/YCSL reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through limited tender system at the risk and cost of such supplier and the supplier is liable and responsible to make good the financial loss sustained by PAPSCO/YCSL. If the rate in this case is cheaper the benefit will not accrue to the supplier.
- e) In the event of failure by the successful tenderer (L1), PAPSCO/YCSL is at liberty and also reserves the right to purchase the ordered quantity from the next lowest tenderer(s)(L2) to ensure uninterrupted supplies. In such circumstance, the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the successful tenderer (L1). If the rate is cheaper, the benefit will not accrue to the supplier.

- f) PAPSCO/YCSL reserves the right to charge penalty or withhold payment for any unsatisfactory stocks of supplied by the supplier for any consignment without prejudices to other rights and the decision of the PAPSCO/YCSL is final and cannot be called into question. The supplier is liable to reimburse/compensate PAPSCO/YCSL or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- g) Notwithstanding anything contained in the terms and conditions of this tender the PAPSCO/YCSL is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position and future requirement of supply in the larger interest of PAPSCO.

18. FORCE MAJEURE

- a) In any of the force majeure circumstances, namely act of God, natural calamities, fire, Govt. of India's policy, Govt. of Puducherry's policy, any restriction imposed by State/Central Government (excluding any stock limits), strikes or lock out by workers, war, military operations of any nature and blockades preventing the Seller/Buyer, the performance of the contract shall be extended for as long as these circumstances prevail by PAPSCO/YCSL.
- b) In the event of the circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which it may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.

19. BLACKLISTING AND RECOVERY OF LOSSES

- a) In the event of failure by the tenderers at any stage of tender process/supply the Earnest Money Deposit or Security Deposit or Bills of supply will be forfeited by PAPSCO/YCSL apart from cancellation of award of contract and blacklisting.
- b) If it comes to know that the tenderer selected is already blacklisted and not eligible at the time of this tender, the selected tenderers agreement will be cancelled by PAPSCO/YCSL for the respective region besides forfeiture of Security Deposit, black listing and recovery of consequential losses, if any, sustained by the Corporation on calling of another tender, etc. as the case may be.

20. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of rice supplied within 30 days on submission of the bills in triplicate, along with acknowledgement(s) obtained from the Official Incharge of the Fair Price Shops or any other places/units specified by PAPSCO/YCSL at the unloading point at the respective region along with quality certification and advanced stamp receipt duly verified by the Officer Incharge of PAPSCO/YCSL at the respective region. In case, the suppliers require demand draft, the same will be issued after deducting Bank charges.
 - b) The payments will be made by M/s. PAPSCO, Puducherry for Puducherry, Karaikal & Mahe region and YCSL, Yanam for Yanam regions.
 - c) Payment of interest on late payment of bills etc., will not be acceptable.
 - d) No advance payment of any kind for the supply of Rice will be made to the bidder.
 - e) No right to claim any payment before completion of the supply order. However, any payment according to the work completion may be made at the discretion of the PAPSCO/YCSL in fair manner.
- 21. SUB-LETING:** The supply contract awarded should be executed by the successful tenderers only and sub-letting any of the functions under the contract is not permitted.
- 22. INDEMINITY:** The tenderers shall indemnify the Corporation against all claims which may arise in supply of inferior and low quality of selected/approved rice.

Sd/-
(DR. S. VASANTHAKUMAR)
MANAGING DIRECTOR

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

CHECK LIST-I
FOR TECHNICAL BID
(PART – I COVER)

Sl. No.	Particulars	STATE YES OR NO
1.	Duly filled and signed Tender document and Technical Bid	
2.	Tender Form Fee Receipt/DD/Bankers' Cheque for Rs.2,100/- enclosed	
3.	EMD-DD/Bankers' Cheque for Rs.25,00,000/- for Puducherry; Rs.6,14,000/- for Karaikal; Rs.90,000/- for Mahe and Rs.1,80,000/- for Yanam region enclosed.	
4.	Three samples of half-a-Kg (1/2Kg) Boiled Rice for Mahe region and Old Raw Rice for Yanam region each in sealed covers superscribing as SAMPLE RICE – "White Colour Single Boiled Rice for Puducherry/Karaikal regions" (PART-I) ; SAMPLE RICE – "DOUBLE BOILED RICE for MAHE REGION" (PART-I) ; SAMPLE RICE – "OLD RAW RICE for YANAM REGION (PART-I)" ; separately	
5.	Annexure-I (Technical Undertaking)	
6.	Attested copy of Registration Certificate issued by Competent Authority.	
7.	Attested copy of Trade License issued by Competent Authority.	
8.	Attested copies of PAN Card and VAT No.	
9.	Certified copies of Income Tax returns of the past three years.	
10.	Valid VAT Clearance certificate issued by Commercial Tax Officer.	
11.	Attested copy of Import License issued by Competent Authority.	
12.	Attested copy of License Certificate issued by Competent Authority for Rice Mills with period of expiry particulars.	
13.	Attested copies of Certificate issued by Inspector of Factories for Rice Mills.	
14.	Details of the capacity, machineries and facilities in the Rice Mill.	
15.	Copy of the last paid Electricity Bill by the Rice Mill.	
16.	Annexure-II (Financial Undertaking)	
17.	Annexure-III (Declaration for Code of Integrity & No Conflict of Interest)	
18.	Annexure-IV (Statement of Annual Turnover)	
19.	Last three years' audited Balance Sheet, Profit & Loss Account and Auditors' Report.	
20.	Annexure-V (Affidavit – Declaration of firm not blacklisted).	
21.	Ensure that the sealed Part-I Technical Bid cover should be separate and duly superscribed as <u>"Part-I - Technical Bid"</u> <u>"For Supply of WHITE COLOUR SINGLE BOILED RICE FOR PUDUCHERRY/KARAIKAL REGIONS"</u> <u>AND/OR</u> <u>"For Supply of DOUBLE BOILED RICE FOR MAHE REGION"</u> <u>AND/OR</u> <u>"For Supply of OLD RAW RICE FOR YANAM REGION"</u>	
Note	All these documents (except entire tender document) should be scanned and uploaded in the cover in Technical Bid in on-line also. In respect of Rice Millers Association, documents of all Members of Rice Millers Association should be enclosed.	

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

PART –I
TECHINCAL BID

TECHNICAL BID FOR SUPPLY OF RICE FOR PUDUCHERRY, KARAİKAL, MAHE AND YANAM
REGIONS FOR THE 3 (THREE) MONTHS PERIOD FROM AUGUST 2016 TO OCTOBER 2016

1. Name of the Bidder(Firm/Rice Millers' Association) :
2. Permanent Address :
3. Address of the Head Office of Tenderer(Firm/Rice Millers Association) :
Phone Number :
Email ID :
4. Address of the branch office in Puducherry/Karaikal/ Mahe/Yanam or elsewhere in the Union Territory of Puducherry.
Phone Number :
E-mail ID :
5. Whether Proprietary Firm or Partnership Firm or Limited Company (or) Co-operative Society/ Rice Millers' Association (copy of registration certificate to be enclosed) :
6. Name & Address of the Proprietor/ Partner/Managing Director/ :

Affix passport
size
photograph

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

7. Previous experience in supply of Rice :

8. Turnover (Sale of Rice) : 2013-14 : Rs. _____ Crores
during the last three years : 2014-15 : Rs. _____ Crores
2015-16 : Rs. _____ Crores

9. Earnest Money Deposit details :

	Puducherry	Karaikal	Mahe	Yanam
Amount	Rs.25,00,000/-	Rs.6,14,000/-	Rs.90,000/-	Rs.1,80,000/-
DD/BC No.				
Date				
Bank Name				

10. Current Trade License issued :
by the competent Authority
(copy to be enclosed)

11. Import License issued by the :
Competent authority
(copy to be enclosed)

12. PAN No. given by IT Dept. :
(copy to be enclosed)

13. TIN No. under PDY. VAT Act/CST :
Act duly renewed upto date.
(copy to be enclosed)

14. Registration Certificate :
Issued by competent authority
(copy to be enclosed)

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

15. In respect of Rice Millers

- a) Capacity of the Rice Mill :
- b) Details of the machineries working in good condition:
(all machineries list to be furnished)
- c) Copies of the following documents to be enclosed for proof:
 - i) Proprietorship/partnership
 - ii) License from Commune Panchayat/Municipality
 - iii) Payment of electricity bill (latest)
 - iv) License issued by the Inspector of factories.

Note:

- 1) List of Members of the Rice Millers Association and their documents should be enclosed as per Check list – I
- 2) All the above said documents should be in the name of the firm/owner which participates.

16. Three samples of half-a-Kg. (1/2 Kg.) White colour Single Boiled Rice for Puducherry & Karaikal regions and/or Double Boiled Rice for Mahe region and/or White Colour old Raw Rice for Yanam region to be enclosed.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

ANNEXURE – I

TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of “White colour Single Boiled Rice of selected variety or the variety specified by PAPSCO for Puducherry/Karaikal regions/Double Boiled Rice of common grade (bold) of selected variety or the variety specified for Mahe region”/ “White Colour old Raw Rice of fine variety of selected variety or the variety specified for Yanam region” during the period, which was mentioned by me and at the rate quoted by me/us at the destinations specified by PAPSCO/YCSL for the respective region. **The quality of the rice is assured** and free from stones, iron particles, broken rice, husk, bran, black rice, discoloured, damaged, unpolished rice, any other organic and inorganic foreign particles; and the moisture content shall be 14% or less.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc. and the instructions issued by the M/s. PAPSCO/YCSL for the respective region from time to time.

I am/we are enclosing the following as per the Terms and Conditions of the Tender.

- 1) Demand Draft/Bankers's Cheque/FDR/RTGS/NEFT bearing No._____, dt.____,2016 for i) A Tender Application Fee Rs.2,100/-, ii) for Rs.25,00,000/- for drawn on _____ (Bank) for Puducherry region; iii) Rs.6,14,000/ for Karaikal regions are drawn on _____ (Bank); (iv) for Rs.90,000/- drawn on _____ (Bank) for Mahe region and v) Rs.1,80,000/- for Yanam region are drawn on _____ (Bank) in favour of M/s. PAPSCO payable at Puducherry towards EMD.
- 2) three samples of White colour Single Boiled Rice for Puducherry/Karaikal regions/Double Boiled Rice for Mahe region/White Colour old Raw Rice for Yanam region half-a-Kg (1/2Kg) each in sealed covers
- 3) Affidavit as per Annexure – V stating that the Tenderer (or) any of the partners (or) Members of Rice Millers Association (or) representatives were never black-listed by the Civil Supplies Corporation/ any Govt. Organization at any time (or) involved in diversion of stocks or involved in case under Essential Commodities Act (or) convicted by Court of Law in any criminal case.

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

- 4) The Affidavit is to be attested by a Notary to the effect that the Tenderer has no past or present criminal record with the Police/Vigilance of Civil Supplies Dept./ Vigilance and Enforcement Dept., Govt. of Puducherry or Govt. of _____(the State)/ Govt. of India.
- 5) Copy of the Partnership Deed along with permanent and present addresses of the partners in case of Firm.
- 6) Copy of the Registration Certificate, if it is Firm/Limited Company/Co-operative Society.
- 7) Copy of Registration Certificate under VAT Act/CST Act renewed upto date.
- 8) Copy of the Registration Certificate issued by competent authority for Rice Mill.
- 9) Copy of the Trade License issued by the competent authority.
- 10) Copy of the Import License issued by the competent authority.
- 11) Copies of the Income Tax returns for the last three years.

I/We hereby affirm that the **PAPSCO/YCSL** is at liberty to take action against me/us as per the terms and conditions of Tender document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

CHECK LIST-II

For PRICE BID

(PART – II COVER)

SI No	Particulars	STATE YES OR NO
1.	Whether the rates are quoted per Kg. (Net Weight) for supply of "White colour Single Boiled Rice for Puducherry/Karaikal region and/or "Double Boiled Rice for Mahe region" and/or "White Colour old Raw Rice for Yanam region" in 50 kgs. Polypropylene bags.	
2.	Whether the quantity and rates are quoted separately at appropriated places for Puducherry, Karaikal, Mahe and Yanam regions.	
3.	Whether all the pages are duly filled and signed.	
4.	<p>The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ separately for the Technical Specifications of the "White Colour Single Boiled Rice"/"Double Boiled Rice for Mahe region" and "White Colour old Raw Rice for Yanam region"</p> <p>a) Bidder shall enter the name of the firm on BoQ only. b) Bidders are requested not to edit or change any item or quantity. c) Rates are to be filled only on BoQ (in .xls format) sheet only.</p> <p>Note: The Price Bid(BoQ) should not be kept inside the Technical Bid cover and such bid will be summarily rejected.</p>	

PART – II
PRICE BID (Bill of Quantity)

FOR SUPPLY OF RICE FOR PUDUCHERRY, KARAIKAL, MAHE AND YANAM REGIONS FOR THE
3 (THREE) MONTHS PERIOD FROM AUGUST 2016 TO OCTOBER 2016

(To be filled up by the Bidder ON LINE though e-tendering only)

The Price bid should be quoted for per Kg. for supply of 50 Kg. (net weight) rice in polypropylene bags (PP bags of supplier), which includes the cost of the PP bag; *AND THE RATE IS INCLUSIVE OF COST OF PACKING, ALL DUTIES, CESSSES, VAT, GST AND ANY OTHER STATUTORY TAXES AS APPLICABLE IN THE RESPECTIVE STATE AND ALL EXPENDITURES OF LOADING CHARGES, TRANSPORTATION, TRANSIT INSURANCE, UNLOADING CHARGES AT FAIR PRICE SHOPS OR ANY OTHER PLACES SPECIFIED BY M/S. PAPSCO FOR PUDUCHERRY, KARAIKAL & MAHE REGIONS AND M/S. YCSL FOR YENAM REGION OF THE UNION TERRITORY OF PDUCHERRY (i.e) till the landing point.* The Tenderer has to bear the additional taxes or any other duty imposed by the Government from time to time.

The tentative present monthly requirement is (i) Puducherry: 5,000 MT; (ii) Karaikal: 1,140 MT; (iii) Mahe: 160 MT; and (ii) Yanam: 320 MT; The quantity may likely to be increased or reduced as and when M/s. PAPSCO/YCSL may think fit for Puducherry, Karaikal, Mahe and Yanam regions respectively subject to the decision of the Government. The total quantity requirement for a period of 3 (three) months for the period from August 2016 to October 2016 is about 19,860 MT. (Puducherry: 15,000 MT; Karaikal: 3,420 MT.; Mahe: 480 MT. and Yanam: 960 MT. The rate contract may be extended or reduced to further/by 3 months or more according to the decision of the Govt. of Puducherry.

The bidder shall quote rates for i) White colour Single Boiled Rice of common grade for different varieties like ADT-36, ADT-38, ADT-39, ADT-43, ADT-45, CHINNA PONNI, PUDUVAI PONNI, CO-43, CO-45, ASD-16, ASD-18, SORNA and such other fine variety or equal fine quality rice but not bold variety for Puducherry & Karaikal regions; ii) DOUBLE BOILED RICE of common grade (BOLD) of varieties of White Kuruva and Yellow Kuruva for Mahe region and iii) for supply of good quality of minimum 6 months old white colour Raw Rice of fine varieties (but not bold) of SWARNA and GIDDA MASURI/BPT for Yanam region (free from stones, iron particles, broken rice, husk, bran, black rice, dis-coloured, damaged, unpolished rice, any other organic and inorganic foreign particles; and the moisture content shall be 14% or less. The quoted varieties should be offered for the respective regions. The Corporation does not guarantee any volume of quantity. However, supply order will be issued in the lots or consignments and the same is final and shall not be called into question.

Contd...

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

Sl. No.	<u>Item Description</u> <i>(THE RATE/KG. IS QUOTED FOR INCLUSIVE OF COST OF RICE, PP BAG OF SUPPLIER, COST OF PACKING, ALL DUTIES, CESSSES, VAT AND ANY OTHER STATUTORY TAXES AS APPLICABLE IN THE RESPECTIVE STATE AND ALL EXPENDITURES OF LOADING CHARGES, TRANSPORTATION, TRANSIT INSURANCE, UNLOADING CHARGES AT FAIR PRICE SHOPS OR ANY OTHER PLACES SPECIFIED BY M/S. PAPSCO FOR PUDUCHERRY, KARAICAL & MAHE REGIONS AND M/S. YCSL FOR YENAM REGION OF THE UNION TERRITORY OF PDUCHERRY (i.e) TILL THE LANDING POINT)</i>	Qty. to be supplied for 3 months for August'16 to October 2016 (@ 5,000 MT for Puducherry; 1,140 MT for Karaikal; 160 MT for Mahe; and 320 MT for Yanam region per month) (in Kg.)	Units	Basic price/Kg. inclusive of all expenses till the landing point (in Rs.P.)	Total cost of the rice (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)=(3X5)
1. PUDUCHERRY REGION					
1.1	Supply of 50 kg (net weight) White Colour Single Boiled Rice of common grade of ADT-36, ADT-38, ADT-39, ADT-43, ADT-45, CHINNA PONNI, PUDUVAI PONNI, CO-43, CO-45, ASD-16, ASD-18, SORNA and such other fine variety or equal fine quality rice but not bold variety.	1,50,00,000	Kg.	The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the White Colour Single Boiled Rice.	Entire contract value will be generated automatically in online
2. KARAICAL REGION					
2.1	Supply of 50 kg (net weight) White Colour Single Boiled Rice of common grade of ADT-36, ADT-38, ADT-39, ADT-43, ADT-45, CHINNA PONNI, PUDUVAI PONNI, CO-43, CO-45, ASD-16, ASD-18, SORNA and such other fine variety or equal fine quality rice but not bold variety.	34,20,000	Kg.	The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the White Colour Single Boiled Rice.	Entire contract value will be generated automatically in online

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
(A Government of Puducherry Undertaking)
Regd. Office: Agricultural Complex, Thattanchavady, Puducherry-605 009.
Phone No.0413-2249023/2249232; Fax: 0413-2248048

Sl. No.	<u>Item Description</u>	Qty. to be supplied for 3 months for August'16 to October 2016 (@ 5,000 MT for Puducherry; 1,140 MT for Karaikal; 160 MT for Mahe; and 320 MT for Yanam region per month) (in Kg.)	Units	Basic price/Kg. inclusive of all expenses till the landing point (in Rs.P.)	Total cost of the rice (in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)=(3X5)
3. MAHE REGION					
3.1	Supply of Double Boiled Rice 50 kg (net weight) of Common grade (bold) of White Kuruva Variety.	4,80,000	Kg.	The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the Double Boiled Rice.	Entire contract value will be generated automatically in online
3.2	Supply of Double Boiled Rice 50 kg (net weight) of Common grade (bold) of Yellow Kuruva Variety.	4,80,000	Kg.		
4. YANAM REGION					
4.1	Supply of 50 kg (net weight) of fine variety (not bold) of SWARA RAW RICE of minimum 6 months old rice.	9,60,000	Kg.	The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the White Colour Raw Rice.	Entire contract value will be generated automatically in online
4.2	Supply of 50 kg (net weight) of fine variety (not bold) of GIDDA MASURI/BPT RAW RICE of minimum 6 months old rice.	9,60,000	Kg.		

The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the Rice for the respective region.

- a) Bidder shall enter the name of the firm on BoQ only.
- b) Bidders are requested not to edit or change any item or quantity.
- c) **Rates are to be filled only on BoQ (in .xls format) sheet only.**

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

ANNEXURE-II

FINANCIAL UNDERTAKING

I/We, on behalf of M/s. _____ solemnly declare that we have submitted all the documents as mentioned in the Bid document. We also understand that non compliance of any documents will be treated as non-respective tender and we will lose our claim to participate in the Tender Enquiry automatically and our tender is liable to be rejected.

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of i) White colour Single Boiled Rice for Puducherry and/or Karaikal regions and/or ii) Double Boiled Rice for Mahe region and/or iii) White Colour Raw Rice for Yanam region at the rate quoted by me/us at the destinations specified by M/s. PAPSCO at the respective region.

I/We shall assure that I/we shall strictly abide by the terms and conditions of the Tender Agreement and the instructions issued by the M/s. PAPSCO/YCSL of the respective region from time to time.

I/We shall furnish the prescribed Security Deposit amount of 10% on the total value of the cost of the quantity tendered for supply, within three (3) days of the acceptance of my/our tender and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my/ our EMD stands forfeited if I/we fail to furnish the prescribed Security Deposit and also enter into agreement within three (3) days of acceptance of my/our tender and I/we will strictly abide by the terms and conditions etc. as per the agreement. "In the event of non-supply of ordered quantity of White colour Single Boiled Rice for Puducherry/Karaikal regions/Double Boiled Rice for Mahe region/White Colour old Raw Rice for Yanam region or non-fulfillment of contract by me/us Security Deposit or any amount available with PAPSCO/YCSL for the respective region are liable to be forfeited/Bank Guarantee will be invoked, award of supply contract stands cancelled besides blacklisting me/us.

SIGNATURE OF THE TENDERER
NAME:
ADDRESS:

ANNEXURE – III

COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in procurement process shall –

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same directly or indirectly, to any party or its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. disclose any previous transgressions with any Entity in India or any other Country during the last three years or any debarment by any other procuring entity.

CONFLICT OF INTEREST

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to;**
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or

- c. have the same legal representative for purposes of Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved.
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge consultant for the contract.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

ANNEXURE – IV

STATEMENT OF ANNUAL TURNOVER

This is to certify that the annual turnover of M/s., Proprietorship/Partnership/Company/Society/HUF/Rice Millers Association having office at from rice trade/general business including trading of rice during the past three financial years are given below; The above figure has been certified on the basis of examination of books of accounts of the above said firm and the statement is true and correct .

Sl.No.	Financial Year	Turnover (Rs.in Lakhs)
1.	2013-14	
2.	2014-15	
3.	2015-16	

During the above years, the average monthly turn over is Rs.____ Crores (2013-14), Rs._____ Crores (2014-15) and Rs._____ Crores (2015-16); **and state that the minimum average monthly turnover criteria is satisfied for Puducherry (Rs.4 Crores)/ Karaikal(Rs.1 Crores)/Mahe(Rs.15 lakhs)/Yanam (Rs.30 lakhs) regions during any of the last three financial years is satisfied.**

Further, M/s._____is eligible and capable in trading of White colour Single Boiled Rice for Puducherry/Karaikal regions/“**Double Boiled Rice for Mahe region**”/“**White Colour old Raw Rice for Yanam region**” of the required quantity.

(Signature of the Auditor)

For M/s.
Chartered Accountants
Name of Chartered Accountant
Membership No.
Seal/ Stamp

Place :
Date :

ANNEXURE -V

Specimen of Affidavit)

Affidavit

I S/o R/o

-----hereby
solemnly affirm and declare as under:-

1. That I am the Proprietor/Partner/Director/Karta of M/s..... situated at and is running business of Rice and/(or) including Rice.
2. That I or my firm/Rice Millers Association is not blacklisted from any Govt. Dept./Organization and/or debarred on the basis of FIR lodged against me/my firm connected with handling of Essential Commodities.
3. That it is my true statement and I shall be responsible for any false statement.

DEPONENT

Verification:

Verified at _____ on this day of that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

DEPONENT