

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



TENDER
FOR SUPPLY OF SINGLE BOILED RICE
IN PUDUCHERRY AND KARAIKAL REGIONS
(TWO BID SYSTEM)

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**TENDER APPLICATION FORM
FOR SUPPLY OF SINGLE BOILED RICE
(NOT TRANSFERABLE)**

Advt. No.1-1/SBR/Tender/PAPSCO//2013-14(1), dt.11.10.2013.

Serial No. :

Address :

Receipt No. :

Date :

For PAPSCO,

Tender application fee: Rs.2,100/- (including 5% VAT)

Supply of SINGLE BOILED RICE for Puducherry & Karaikal regions
of Union Territory of Puducherry

(Two Bids System)

Tender Form Cost : Rs.2,100/- (Non-refundable)
Earnest Money Deposit : Puducherry: Rs.12,75,000/- (Refundable)
Karaikal : Rs. 2,50,000/- (Refundable)

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	11.10.2013	4.00 PM
2.	Document Download/issue Start date	11.10.2013	4.00 PM
3.	Document Download/issue End date	25.10.2013	12.00 Noon
4.	Bid Submission Start Date	11.10.2013	5.00 PM
5.	Pre-Bid Meeting	16.10.2013	11.00 AM
6.	Last date for publishing amendments, if any	18.10.2013	5.00 PM
7.	Bid Submission End Date	25.10.2013	1.00 PM.
8.	Technical Bid Opening Date	25.10.2013	4.00 PM.
9.	Price Bid Opening Date (subject to finalizing technical bid)	25.10.2013	5.00 PM.

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PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
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No.1-1/SBR/Tender/PAPSCO/2013-14(1)

Date: 11.10.2013

**SHORT TERM TENDER NOTICE FOR SUPPLY OF "SINGLE BOILED RICE"
FOR PUDUCHERRY AND KARAIKAL REGIONS OF UNION TERRITORY OF PUDUCHERRY**

M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO) invites sealed Tenders from the interested Registered Companies, Cooperative Societies, individual or partnership firm, or any other legal entity who may be Rice Millers/Producers/Wholesalers/Traders from within and outside Union Territory of Puducherry for supply of SINGLE BOILED RICE of common grade of varieties like ADT-39/Chinna Ponni, etc., for a quantity of 18,000 MT. to meet six months' requirement for the period from October 2013 to March 2014 and delivering at the Fair Price Shops (or) any other places/points specified by PAPSCO at Puducherry and Karaikal Regions of Union Territory of Puducherry for distribution to the family cardholders.

1. DETAILS OF TENDER DEPOSITS:

Earnest Money Deposit : Puducherry: Rs.12,50,000/-
Karaikal : Rs. 2,75,000/-
Security Deposit : 5% of the value of the stocks ordered.

2. TENDER SCHEDULE:

Name of the Component	Download/issue of Tender Forms from the websites/ Regd. Office	Pre-bid meeting at Regd. Office	Last date for filing of Tenders at Regd. Office	Opening of Tenders at Regd. Office
Quality Single Boiled Rice of common grade (free from stones, broken rice, husk, bran, black rice and any other foreign particles)	4.00 PM of 11.10.2013 Upto 12 noon of 25.10.2013	16.10.2013 at 11.00 AM.	upto 1.00 PM of 25.10.2013	(i) <u>Technical Bid</u> : 25.10.2013 at 4 PM and (ii) <u>Price Bid</u> : 25.10.2013 at 5 PM (subject to finalizing technical bid).

3. If the dates mentioned above are declared as holidays, the Tenders will be received and opened on the next working day.

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4. Tender Form and Terms & Conditions (not transferable) can be downloaded from the websites <http://www.py.gov.in> and <http://www.dcsca.puducherry.gov.in>; and also available at PAPSCO Registered Office, Agricultural Complex, Thattanchavady, Puducherry – 605 009 on payment of Rs.2,100/- (including 5% VAT) by way of cash or DD/Bankers Cheque during working hours till 12 noon of 25.10.2013.
5. 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.
6. The Rice Millers/Importers/Traders/Wholesalers who are blacklisted by the Government/State Agency are not entitled to file/ participate in the tenders.
7. Minors/ insane are not eligible to participate.

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

Sd/-

(S. MOHANDASS)
MANAGING DIRECTOR

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INTRODUCTION

In the Union Territory of Puducherry, M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO), Puducherry, a Govt. Company registered under Companies Act, 1956 is the wholesale nominee and lifting agency for Puducherry, Karaikal and Mahe regions under Public Distribution System.

The Govt. of Puducherry has proposed to distribute quality Single Boiled Rice of 10 Kg. per family card every month at free of cost to all the cardholders of Puducherry and Karaikal regions w.e.f. October 2013, for which, PAPSCO has been nominated as the Implementing Agency for procurement and distribution of the Single Boiled Rice from the open market.

SCOPE OF WORK

The present total family cardholders strength in Puducherry is about 2,45,000 and at Karaikal is 54,900. As such, for distribution @ 10 Kg. per card per month, the total requirement of Single Boiled Rice is about 3,000 MT. per month (2,450 MT. for Puducherry and 550 MT. for Karaikal region).

Therefore, PAPSCO invites sealed Tenders from the interested Registered Companies, Cooperative Societies, individual or partnership firm, or any other legal entity who may be Rice Millers/Producers/Wholesalers/Traders from within and outside Union Territory of Puducherry for supply of the SINGLE BOILED RICE of common grade of varieties like ADT-39/Chinna Ponni, etc., (free from stones, broken rice, husk, bran, black rice and any other foreign particles) for a quantity of 18,000 MT. to meet six months' requirement from October 2013 to March 2014.

Sl. No.	Regions	PAPSCO's Offices
1.	Puducherry	<u>Registered/Head Office :</u> Agricultural Complex, Thattanchavady, Puducherry – 605 009.
2.	Karaikal	<u>Branch Office:</u> No.10, David Pillai St., Karaikal – 609 602.

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TENDER FOR SUPPLY OF SINGLE BOILED RICE PACKED IN 10 Kg./ 50 KG BAGS TO FAIR PRICE SHOPS OR ANY OTHER PLACES/UNITS SPECIFIED BY M/s. PAPSCO AT PUDUCHERRY AND KARAIKAL REGIONS ON THE ENCLOSED TERMS & CONDITIONS FOR 6 (SIX) MONTHS FROM OCTOBER 2013 TO MARCH 2014.

ELIGIBILITY CONDITIONS:

1. The tenderer, in case of rice millers, shall have an average monthly turnover of minimum Rs.6 Crores in rice trade during any of the last three years and in case of other than Rice Millers, the monthly turnover of minimum of Rs.6 Crores in overall trade including rice during any of the last three financial years. The tenderer other than Rice Miller 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.
2. 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.
3. The tenderer should not have been black listed or debarred for any default connected with handling of Essential Commodities/Rice from any Govt. Dept./Organization. An affidavit as per Annexure -V duly attested by the Oath Commissioner/Notary is required to be submitted in support thereof.
4. 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.
5. Unregistered partnership firm shall not be eligible.
6. 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.
7. The tenderer should submit copy of registration certificate, trade license/import license issued by competent authority.
8. The tenderer should submit copy of registration certificate for quality certification.

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. In case of tender form purchased at cost from M/s. PAPSCO, copy of the Receipt issued by M/s. PAPSCO, Puducherry should be enclosed.
- 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 16.10.2013, which will be open only to the interested parties who have purchased/downloaded the bidding documents.
- e) PAPSCO has the right to amend any of the tender conditions, as may be desired and if such an amendment is absolutely necessary and the same shall be communicated to the Tenderer and they will be made available on websites on/or before 18.10.2013.
- f) Tenderer should submit 3 sample packets of half-a-Kg. (1/2 Kg.) Single Boiled Rice of common grade of variety like ADT-39/Chinna Ponni, etc., in sealed covers, (free from stones, broken rice, husk, bran, black rice and any other foreign particles).
- g) Tenderers should be capable of supplying the ordered quantity of Single Boiled Rice within 15 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 who are blacklisted by the Government/State Agency 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.

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- 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) Tenderer is not entitled to withdraw his offer once the tender is filed.
- l) 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 Chairman, PAPSCO, 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 Managing Director 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.
- m) The Managing Director reserves the right to relax/cancel any of the provisions contained herein above.

2. EARNEST MONEY DEPOSIT

- a) Every tender should be accompanied by an Account Payee Demand Draft for Rs.12,50,000/- for Puducherry region and Rs.2,75,000/- for Karaikal region 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 towards EMD. 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.
- b) 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. in favour of M/s. PAPSCO, payable at Puducherry from any Nationalized Bank.

- c) EMD is liable to be forfeited in case the tenderer withdraws his offer after filing 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: 2,450 MT. and Karaikal: 550 MT. The quantity may likely to be increased or reduced as and when M/s. PAPSCO 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 respective region.
- b) PAPSCO will place the orders for supply to the selected tenderer/tenderers 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 does not guarantee any volume of quantity at any given time and the decision of PAPSCO in this regard would be final and binding on the bidders and shall not be called into question by any bidder. PAPSCO reserves sole discretion in the matter.

4. RATE OFFERED

- a) The rate shall be quoted per Kg. for both
- i) supply of 10 Kg. rice in bags (bags will be provided by PAPSCO) with stitching charges and
- ii) for supply of rice in 50 Kg. Polypropylene(PP) bags inclusive of cost of PP bag;

and 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 PAPSCO at Puducherry and Karaikal regions, transit insurance and unloading charges, etc. at and upto the specified places.

- b) The rate quoted shall be in Indian Rupee and would be in force for the entire contract period. PAPSCO 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.
- c) Based on the rates received, PAPSCO reserves the right to select either i) supply of 10 Kg. rice in bags (bags will be provided by PAPSCO) with stitching charges and ii) for supply of rice in 50 Kg. Polypropylene (PP) bags (or) both, as the case may be, according to its requirement and award supply contract to one or more bidders and the same would be final and binding on all the bidders.

5. SUBMISSION OF TENDER

- a) Tender should be submitted in two parts i.e., Technical Bid and Price (Financial) Bid.
- b) The Technical bid and the Price bid should be sealed by the bidders and kept in separate covers duly superscribed as “Part-I - Technical Bid” “For Supply of SINGLE BOILED RICE” separately and “Part-II - Price Bid” “For Supply of SINGLE BOILED RICE” separately and these two sealed separate covers are to be kept in single large cover, which should also be sealed and duly superscribed as “TENDER FOR SUPPLY OF SINGLE BOILED RICE” 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 should be placed in the technical bid cover, which is a part of the technical bid.

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c) The schedule of tender floating, filing and opening is as follows:

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	11.10.2013	4.00 PM
2.	Document Download/issue Start date	11.10.2013	4.00 AM
3.	Document Download/issue End date	25.10.2013	12.00 Noon
4.	Bid Submission Start Date	11.10.2013	5.00 PM
5.	Pre-Bid Meeting	16.10.2013	1100 AM
6.	Last date for publishing amendments, if any	18.10.2013	5.00 PM
7.	Bid Submission End Date	25.10.2013	1.00 PM.
8.	Technical Bid Opening Date	25.10.2013	4.00 PM.
9.	Price Bid Opening Date (subject to finalizing technical bid)	25.10.2013	5.00 PM.

6. OPENING OF TENDERS

- a) Technical Bids filed will be opened at 4.00 PM on 25.10.2013 and Price Bids will be opened at 5.00 PM on 25.10.2013, which is subject to finalizing the Technical bid.
- 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 tender, 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 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) Depending on the lowest rates received, negotiations will be conducted with all the tenderers. If necessary.
- g) 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.
- h) 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 Single Boiled Rice within the time stipulated by PAPSCO.

7. NEGOTIATIONS

- a) PAPSCO reserves the right to conduct negotiations with any tenderer or tenderers, if necessary, before finalizing the tender. No tenderer shall have right to insist on negotiations by PAPSCO at any time.
- b) 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 the decision.
- c) 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.
- d) 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.
- e) 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.

- f) PAPSCO reserves the right to accept/reject any or all the tenders 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.

8. SECURITY DEPOSIT

- a) Successful tenderer should submit Security Deposit at 5% 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 Puducherry Agro Products, Food and Civil Supplies Corporation Limited, payable at Puducherry 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) 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.
- c) 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.
- d) In case of the successful tenderer fails to supply the ordered quantity in full/partially, the Security Deposit stands forfeited and the tenderer will be blacklisted.

9. AGREEMENT

- a) Successful tenderer should execute agreement as per terms & conditions on Rs.100/- non judicial stamp paper with PAPSCO within three days on furnishing prescribed Security Deposit to M/s. PAPSCO. 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 is entitled to cancel the agreement and also entitled to demand and recover the losses incurred to it due to such breach agreement condition/clause.
- d) 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.

10. SPECIFICATIONS

- a) Only good quality SINGLE BOILED RICE of common grade of varieties like ADT-39/Chinna Ponni strictly free from stones, broken rice, husk, bran, black rice and any other foreign particles only will be accepted.
- b) Tenderer should furnish three samples half a Kg. (1/2Kg.) each in sealed covers failing which, such tender will be rejected. PAPSCO 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.

11. PACKING:

- a) Based on the selection of the tender for (i) supply of 10 Kg. rice in bags (bags will be provided by PAPSCO) with stitching charges and (ii) for supply of rice in 50 Kg. PP bag as stated in Sl. No.4 (c), the packing should be undertaken.
- b) In case of supply in 10 Kg. bags (bags provided by PAPSCO);

- i) the 10Kg. rice should be kept compactly and stitched in good manner without giving way to pilferage, damage of the bags till the specified delivery places. In case of any damage/loss of bag/rice, PAPSCO reserves every right to deduct necessary amount from the payments to be made to the supplier or to cancel the agreement and forfeit the Security Deposit besides black listing the tenderer.
 - ii) The bags should be only of PAPSCO bag and the contents if any on the bag should be as provided by PAPSCO 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.
- c) In case of supply in 50 Kg. PP bags;
- (i) the Stocks should be delivered in new Polypropylene bags of 50 Kg capacity with inner polyethylene lining with machine stitched conforming to the packaging rules.
 - (ii) Net weight of stock packed should be 50 Kgs. in standardized Polypropylene bag. The tare weight for the Single Boiled Rice of 50 Kg. new Polypropylene empty bag shall be considered 160 grams per bag.

12. DURATION AND PLACE OF DELIVERY

The supplier should start the supply of the ordered quantity of Single Boiled Rice within 3 days as per specification prescribed and complete delivery should be made within 15 working days at the specified places of M/s. PAPSCO at the respective region viz., Fair Price Shops or any other place/unit from the date of supply order issued by the Corporation.

13. FURNISHING INFORMATION

- a) Supplier shall obtain the details of quantity from M/s. PAPSCO, Puducherry for Puducherry and Karaikal.
- b) PAPSCO 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.

- c) 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.
- d) 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.

14. ACCEPTANCE OF STOCKS

- a) Only the SINGLE BOILED RICE of common grade of such variety selected in the tender only will be accepted. The stock should be free from stones, broken rice, husk, bran, black rice and any other foreign particles.
- b) Supplier should hand over three half-a-kg (1/2 Kg.) sample of the Single Boiled Rice to be supplied in sealed covers at the respective Officer Incharges of PAPSCO at the Puducherry and Karaikal region on every consignment.
- 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 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 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 points will be final and should not be disputed.
- d) Supply shall be subjected to quality analysis and the PAPSCO 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.
- e) 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 7 days at the own risk and cost. Otherwise, the necessary penalty/damage/ demurrage will be charged, for which, the Managing Director reserves the right PAPSCO will not take any responsibility or otherwise once the stocks are rejected.

15. PENALTY ON DEFAULT/EXTENSION OF TIME

- a) The entire ordered quantity of Single Boiled Rice should be supplied within the stipulated time. 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 Managing Director 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 Single Boiled Rice supplied 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 Managing Director, PAPSCO 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 besides blacklisting.
- d) In the event of failure to supply the ordered quantity by the successful tenderer within the stipulated time, the Managing Director 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. 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 is at liberty and also reserves the right to purchase the ordered quantity from the next lowest tenderers (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 reserves the right to charge penalty as decided by the Managing Director of the Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier without prejudices to other rights and the decision of the Managing Director is final and cannot be called into question. The supplier is liable to reimburse/compensate PAPSCO 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 Managing Director, PAPSCO 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.

16. 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.
- 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.

17. BLACKLISTING AND RECOVERY OF LOSSES

- a) In the event of failure by the tenderers at any stage of tender process the Earnest Money Deposit or Security Deposit or Bills of supply will be forfeited 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 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.

18. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of Single Boiled 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 at the unloading point at the respective region along with quality certification and advanced stamp receipt duly verified by the Officer Incharge of PAPSCO 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 both regions.
- c) Payment of interest on late payment of bills etc., will not be acceptable to PAPSCO.
- d) No advance payment of any kind for the supply of Single Boiled Rice will be made to the bidder.

19. 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.

20. INDEMINITY: The tenderers shall indemnify the Corporation against all claims which may arise in supply of inferior and low quality of Single Boiled Rice.

Sd/-
(S. MOHANDASS)
MANAGING DIRECTOR

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
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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.12,50,000/- for Puducherry and Rs.2,75,000/- for Karaikal region enclosed.	
4.	three samples of half-a-Kg (1/2Kg) Single Boiled Rice each in sealed cover superscribing as SAMPLE – SINGLE BOILED RICE (PART-I)	
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 copy of Regn. Certificate for Quality Certification.	
9.	Attested copies of PAN Card and VAT No.	
10.	Certified copies of Income Tax returns of the past three years.	
11.	Valid Income Tax Clearance Certificate issued by Income Tax Dept.	
12.	Valid VAT Clearance certificate issued by Commercial Tax Officer.	
13.	Attested copy of Import License issued by Competent Authority.	
14.	Attested copy of License Certificate issued by Competent Authority for Rice Mills with period of expiry particulars.	
15.	Attested copies of the Certificate issued by Inspector of Factories for Rice Mills.	
16.	Details of the capacity, machineries and facilities in the Rice Mill.	
17.	Copy of the last paid Electricity Bill by the Rice Mill.	
15.	Annexure-II (Financial Undertaking)	
16.	Annexure-III (Declaration for Code of Integrity & No Conflict of Interest)	
17.	Annexure-IV (Statement of Annual Turnover)	
18.	Last three years' audited Balance Sheet, Profit & Loss Account and Auditors' Report.	
19.	Annexure-V (Affidavit – Declaration of firm not blacklisted).	
20.	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 SINGLE BOILED RICE</u> "	

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PART –I
TECHINCAL BID

TECHNICAL BID FOR SUPPLY OF SINGLE BOILED RICE OF COMMON GRADE

1. Name of the Bidder/Firm :
2. Permanent Address :
3. Address of the Head Office of Tenderer / Firm :

Phone Number :
Email ID :
4. Address of the branch office in Puducherry 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. (copy of registration certificate to be enclosed) :
6. Name & Address of the Proprietor/ Partner/Managing Director. :
7. Previous experience in supply of Rice. :

Affix passport
size
photograph

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8. Turnover (Supply of Rice) : 2010-11 : Rs. _____ Crores
during the last three years
2011-12 : Rs. _____ Crores
2012-13 : Rs. _____ Crores
9. Earnest Money Deposit details : Puducherry Karaikal
DD No.:
Date:
Bank Name:
Amount:
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. Quality Certification Agency :
(copy to be enclosed)
13. PAN No. given by IT Dept. :
(copy to be enclosed)
14. TIN No. under PDY. VAT Act/CST :
Act duly renewed upto date.
(copy to be enclosed)
16. Registration Certificate :
Issued by competent authority
(copy to be enclosed)

17. 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: all the above said documents should be in the name of the firm/owner.

18. Three samples of half-a-Kg. (1/2 Kg.) Single Boiled Rice 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 Single Boiled Rice of common variety at the rate quoted by me/us at the destinations specified by Corporation. The quality of the rice is assured and free from stones, broken rice, husk, bran, black rice and any other foreign particles.

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 Managing Director Puducherry Agro Products, Food and Civil Supplies Corporation Limited from time to time.

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

- 1) Demand Draft bearing No. _____, dt. __. __. 2013 for Rs.12,50,000/- (Rupees twelve lakhs and fifty thousand only) drawn on _____ (Bank) for Puducherry region and No. _____, dt. _____, for Rs.2,75,000/- (Rupees two lakhs and seventy five thousand only) for Karaikal regions are drawn on _____ (Bank) in favour of M/s. PAPSCO payable at Puducherry towards EMD.
- 2) three samples of Single Boiled Rice half-a-Kg (1/2Kg) each in sealed covers
- 3) Affidavit as per Annexure – III stating that the Tenderer (or) any of the partners (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.

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- 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.
- 12) Registration Certificate for Quality Certification.

I/We hereby affirm that the PAPSCO 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. separately for supply (i) for 10 kgs Single Boiled Rice with stitching charges(bags will be provided by PAPSCO) and (ii) in 50 kgs. Polypropylene bags	
2.	Whether the quantity and rates are quoted separately at appropriated places for Puducherry and Karaikal regions.	
3.	Whether all the pages are duly filled and signed.	
4.	Ensure the Technical bid and the Price bid are sealed and kept in separate covers duly superscribed as <u>“Part-I - Technical Bid” “For Supply of SINGLE BOILED RICE”</u> separately and <u>“Part-II - Price Bid” “For Supply of SINGLE BOILED RICE”</u> separately and These sealed covers are kept in single large cover, which is also sealed and duly superscribed as <u>“TENDER FOR SUPPLY SINGLE BOILED RICE.</u>	

PART – II

PRICE BID

The Price bid should be quoted for per Kg. separately both for supply of;

- i) 10 Kg. Single Boiled Rice with stitching charges (excluding the cost of bag as the bags will be provided by PAPSCO to the successful tenderer); and
- ii) in 50 Kg. polypropylene bags, which includes the cost of the PP bag;

and the rates quoted shall be inclusive of all duties, Cess, taxes, loading charges, transportation to the Fair Price Shops or any other places specified by PAPSCO, transit insurance, unloading charges at the specified places in Puducherry and Karaikal regions of the Union Territory of Puducherry.

The tentative present monthly requirement is (i) Puducherry: 2,450 MT; and (ii) Karaikal: 550 MT; The quantity may likely to be increased or reduced as and when M/s. PAPSCO may think fit subject to the decision of the Government. The total quantity requirement for a period of 6 months from October 2013 to March 2014 is about 18,000 MT. (Puducherry: 14,700 MT. and Karaikal: 3,300 MT.).

The bidder shall quote rates for Single Boiled Rice of common grade for different varieties. The quoted varieties should be offered for both the 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...

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1. Name of the Bidder/Firm :

2. Permanent Address :

(Supply period: from October 2013 to March 2014)

Sl. No.	Region	Variety of the Single Boiled Rice of common grade	Qnty. to be supplied (in MT.)	Rate per Kg. for supply of 10 kgs rice with stitching charges (excluding cost of bag)	Rate per Kg. for supply in 50 kg Polypropylene bags (including cost of PP bag)
				Rs. P.	Rs. P.
1	Puducherry	1)			
		2)			
2	Karaikal	1)			
		2)			

NOTE:

(1). RATE INCLUSIVE OF 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 PAPSCO AT THE RESPECTIVE REGIONS, ETC. (i.e) till the landing point.

(2). The Tenderer has to bear the additional taxes or any other duty imposed by the Government from time to time.

(3). The rate should be written both in words (English) and in numbers.

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 Single Boiled Rice 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 Managing Director, Puducherry Agro Products, Food and Civil Supplies Corporation Limited from time to time.

I/We shall furnish the prescribed Security Deposit amount of 5% 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 Single Boiled Rice or non-fulfillment of contract by me/us Security Deposit or any amount available with PAPSCO are liable to be forfeited, 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 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.	2010-11	
2.	2011-12	
3.	2012-13	

During the above years, the average monthly turn over is Rs. ___ Crores (2010-11), Rs. _____ Crores (2011-12) and Rs. _____ Crores (2012-13).

Further, M/s. _____ is eligible and capable in trading of rice 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 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