

PAPSCO

TENDER DOCUMENT

Supply of Sugar to all four Regions
of Union Territory of Puducherry
under Public Distribution System
(Two Bids System)

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

TENDER FORM

Supply of Sugar at Godowns of all four Regions of Union Territory of Puducherry
under Public Distribution System

(Two Bids System)

Tender Form Cost Rs.2,500/- (Non-refundable)
Earnest Money Deposit Rs.10,00,000/- (Refundable)

Sl. No.	Particulars of Tender	Date	Time
1.	Publishing Date	19.8.2013	5.00 PM
2.	Document Download/issue Start date	19.8.2013	5.00 PM
3.	Document Download/issue End date	05.9.2013	12.00 Noon
4.	Bid Submission Start Date	19.8.2013	5.00 PM
5.	Pre-Bid Meeting	26.8.2013	4.00 PM
6.	Last date for publishing amendments, if any	29.8.2013	5.00 PM
7.	Bid Submission End Date	05.9.2013	1.00 PM.
8.	Technical Bid Opening Date	05.9.2013	3.00 PM.
9.	Price Bid Opening Date (subject to finalizing technical bid)	05.9.2013	5.00 PM.

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No.6-4/PDS/SUGAR/OMP/TENDER/PAPSCO/2013-14(1)

Date: 19.8.2013

**TENDER NOTICE FOR SUPPLY OF ISS GRADE S-30, S-31, M-30, M-31 SUGAR
FOR ALL THE FOUR REGIONS OF UNION TERRITORY OF PUDUCHERRY
FOR PUBLIC DISTRIBUTION SYSTEM**

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 Manufacturers/Producers/Wholesalers/Traders of Sugar from within and outside Union Territory of Puducherry for supply of S-30, S-31, M-30 and M-31 ISS Grade Sugar out of 2012-13 Season's production on rate contract, for a quantity of 1,516 MT to meet six months' requirement from September 2013 to February 2014 for all the four Regions of Union Territory of Puducherry viz Puducherry, Karaikal, Mahe and Yanam at the storage godown points situated at the respective regions for distribution to BPL families under Public Distribution System.

1. DETAILS OF TENDER DEPOSITS:

Earnest Money Deposit : Rs.10.00 Lakhs
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
ISS Grade of S-30, S-31, M-30, M-31 Sugar Manufactured by Sulphatation Process.	5.00 PM of 19.8.2013 Upto 12 noon of 05.9.2013	26.8.2013 at 3 PM.	upto 1.00 PM of 05.9.2013	(i) <u>Technical Bid</u> : 05.9.2013 at 3 PM and (ii) <u>Price Bid</u> : 05.9.2013 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.pon.nic.in>, <http://dcscapuducherry.gov.in> and <https://pudutenders.gov.in> and also available at PAPSCO Registered Office, Agricultural Complex, Thattanchavady, Puducherry – 605 009 on payment of Rs.2,500/- by way of cash or DD/Bankers Cheque during working hours till 12 noon of 05.9.2013.

5. On download and submission of tender, the tender fee of Rs.2,500/- shall 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.

6. The Sugar Manufacturers/Importers/Sugar 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, for Public Distribution System, M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO), Puducherry, a Govt. 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.

SCOPE OF WORK

The tender is invited for supply of six months' requirement of monthly allotment quantity likely to be supplied to the BPL Cardholders under Public Distribution System in all the four regions of the Union Territory of Puducherry viz (i) Puducherry: 178 MT; (ii) Karaikal: 52 MT; (iii) Mahe: 1 MT; and (iv) Yanam 12 MT and out of the annual festival quota of 56 MT will be as (i) Puducherry: 32 MT; (ii) Karaikal: 18 MT; (iii) Mahe: 4 MT; and (iv) Yanam 2 MT for September 2013/October 2013. The details of offices and godowns situated at the four regions of the Union Territory of Puducherry are as below;

Sl. No.	Regions	Lifting Agency	Office Address	Godown address
1.	Puducherry	M/s. PAPSCO Puducherry.	<u>Registered/Head Office</u> Agricultural Complex, Thattanchavady, Puducherry – 605 009.	(Hired Godown of PAPSCO) M/s. Central Warehouse Corporation, Vanarapet, Puducherry–605 001.
2.	Karaikal		<u>Branch Office</u> No.10, David Pillai St., Karaikal – 609 602.	(Hired Godown of PAPSCO) Karaikal Market Committee, PAPSCO Wholesale Godown, Thirunallar Road, Karaikal – 609 602.
3.	Mahe		<u>Branch Office</u> No IV/701, PAPSCO, Main Road, Mahe-673310.	(Own Godown of PAPSCO) No IV/701, PAPSCO, Main Road, Mahe-673310.
4.	Yanam	M/s. YCSL, YANAM	<u>Registered Office</u> No.03-02-058, Vishnanalayam Street, Yanam – 533 464.	Opp. to Kanaka Durga Temple, Thyagaraya Street, Yanam 533 464.

TENDER FOR PROCUREMENT OF SUGAR PACKED IN 50 KG BAGS FROM SUGAR MILLS/TRADE POINT TO GODOWNS OF M/s. PAPSCO SITUATED AT PUDUCHERRY, KARAİKAL AND MAHE REGIONS AND GODOWN OF M/s. YCSL AT YANAM REGION OR ANY OTHER GODOWN IN THE RESPECTIVE REGION OF THE UNION TERRITORY OF PUDUCHERRY ON ENCLOSED TERMS & CONDITIONS FOR 6 (SIX) MONTHS FROM SEPTEMBER 2013 TO FEBRUARY 2014.

ELIGIBILITY CONDITIONS:

1. The tenderer shall have annual turnover of minimum Rs.15 Crores from Sugar business during any of the last three financial years. In this regard, a turn over certificate as per Annexure- V and Balance Sheet and Profit & Loss Account along with Auditor's Report are required to be submitted.
2. The tenderer shall be an Income Tax Assessee. In support of this, attested copy of Permanent Account Number 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/Sugar from any Govt. Dept./Organization. An affidavit as per Annexure -VI 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 with Excise Dept, copy of trade license/ import license issued by competent authority.
8. The tenderer should submit copy of registration certificate for quality certification by Agmark.

TERMS AND CONDITIONS

Sealed tenders are invited from the interested Registered Companies, Cooperative Societies, individual or partnership firm, or any other legal entity who may be Manufacturers/ Producers/Wholesalers/Traders of Sugar from within and outside Union Territory of Puducherry for supply of S-30, S-31, M-30 and M-31 Sugar as per ISS Grade specifications prescribed in Annexure-I out of 2012-13 Season's production on rate contract, for a quantity of 1,516 MT to meet six months' requirement from September 2013 to February 2014 for the four Regions in the Union Territory of Puducherry viz Puducherry, Karaikal, Mahe and Yanam at the respective storage godown points situated in the respective region for distribution to BPL families under Public Distribution System.

1. GENERAL

- a) Tenders should be filed duly furnishing the required information as per Tender document.
- b) 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.
- c) PAPSCO conduct a pre-bid meeting on 26.8.2013, which will be open only to the interested parties who have purchased the bidding documents.
- d) 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 29.8.2013.
- e) Tenderer should submit 3 samples packets of half-a-Kg. (1/2 Kg.) Sugar in sealed pet bottles along with testing report conforming to the specifications in Annexure-I.
- f) Tenderers should be capable of supplying the ordered quantity of Sugar within 10 days from the date of acceptance of offer and delivery should start within 3 days of from the date of issue of supply order.

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- g) The Sugar Manufacturers/Importers/Sugar 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-VI) that they are not blacklisted by the Government/ State Agency. If the blacklisted file tender in benami name, the tender stands rejected apart from forfeiture of EMD furnished.
- h) Minors/insane are not eligible to file tenders.
- i) Tender Form is not transferable. Tenderer should sign on all pages of the Tender Form.
- j) Tenderer not entitled to withdraw his offer once the tender is filed.
- k) 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 Managing Director or any officer/person appointed by the Managing Director, Puducherry Agro Products, Food and Civil Supplies Corporation Limited. 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 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.
- l) 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.10.00 lakhs (Rupees ten lakhs only) drawn on any Nationalized/ Scheduled Bank in favour of "Puducherry Agro Products, Food and Civil Supplies Corporation Limited" payable at Puducherry towards EMD Tender without EMD stands 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) 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 apart from the tenderer will be blacklisted.

3. QUANTITY OFFERED

- a) The tentative monthly quantity requirement in respect of each region for distribution under Public Distribution System to all BPL Cardholders in the Union Territory of Puducherry is (i) Puducherry: 178 MT; (ii) Karaikal: 52 MT; (iii) Mahe: 1 MT; and (iv) Yanam 12 MT and out of the annual festival quota of 56 MT will be as (i) Puducherry: 32 MT; (ii) Karaikal: 18 MT; (iii) Mahe: 4 MT; and (iv) Yanam 2 MT for September 2013/October 2013. 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 in a lot 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 on consignment basis at the contracted rate.
- 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 MT. inclusive of cost of packing in 50 Kgs bag, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, VAT and any other statutory taxes as applicable and all expenditures of loading charges at the Mill, transportation to the respective Godown points of M/s. PAPSCO and M/s. YCSL in the respective regions of the Union Territory of Puducherry viz Puducherry, Karaikal, Mahe and Yanam, inclusive of transit insurance and unloading charges at storage godowns.
- 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 International Market or Domestic Market and no request or representation for revision of rate will be entertained.
- c) Based on the rates received, PAPSCO reserves the right to 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 open market Sugar under PDS” separately and “Part-II - Price Bid” “For Supply of open market Sugar under PDS” 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 ISS GRADE S-30, S-31, M-30 AND M-31 SUGAR UNDER PDS” 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	19.8.2013	5.00 PM
2.	Document Download/issue Start date	19.8.2013	5.00 PM
3.	Document Download/issue End date	05.9.2013	12.00 Noon
4.	Bid Submission Start Date	19.8.2013	5.00 PM
5.	Pre-Bid Meeting	26.8.2013	4.00 PM
6.	Last date for publishing amendments, if any	29.8.2013	5.00 PM
7.	Bid Submission End Date	05.9.2013	1.00 PM.
8.	Technical Bid Opening Date	05.9.2013	3.00 PM.
9.	Price Bid Opening Date (subject to finalizing technical bid)	05.9.2013	5.00 PM.

6. OPENING OF TENDERS

- a) Technical Bids filed will be opened at 3.00 PM on 05.9.2013 and Price Bids will be opened at 5.00 PM on 05.9.2013, 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 qualified tender from 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 Sugar 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 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.
- 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 the respective lifting agencies and furnish prescribed Security Deposit within three (3) days 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 end of the agreement.

- 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 or M/s. YCSL.

10. SPECIFICATIONS

- a) Only good quality of ISS GRADE Sugar strictly conforming to specifications as detailed at Annexure-I will be accepted. The stock should be free from artificial colour, conforming to fresh current season crop, i.e., out of 2012-13 Seasons' Production, free flowing and sparkling white.
- b) 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 at the earliest but not beyond 7 days at the own risk and cost.
- c) Tenderer should furnish three samples half a Kg. (1/2Kg.) each in sealed pet bottles with testing report conforming to the specifications prescribed herein, failing which, such tender will be rejected. PAPSCO may analyze through reputed analytical laboratory for conformity of the fixed specifications prescribed before acceptance of offer.
- d) The sample of the lowest tenderer may be sent for analysis prior to issue of supply order.

11. PACKING OF SUGAR:

- a) Stocks should be delivered in new A Twill Jute bags/Polypropylene bags of 50 Kg capacity with inner polyethylene lining with machine stitched conforming to the packaging rules.
- b) Net weight of stock packed should be 50 Kgs. in standardized jute bag. The tare weight for the Sugar of 50 Kg. new Jute/Polypropylene empty bag shall be considered 650/160 grams per bag. Capacity with inner polyethylene lining will be of 100 grams per gunny.
- c) Supplier should hand over two half Kg (2 x ½ kg) sample of the Sugar to be supplied in sealed pet bottles at destination point with the testing report conforming to the specifications prescribed herein.

12. DURATION AND PLACE OF DELIVERY

The supplier should start the supply of the ordered quantity of Sugar within 3 days as per specification prescribed and complete delivery be made within 10 working days at the storage godowns of M/s. PAPSCO and M/s. YCSL at the respective region or any other godown specified in the Union Territory of Puducherry from the date of supply order issued by the Corporation.

13. FURNISHING INFORMATION

- a) Supplier shall obtain the details of quantity from the respective lifting agencies viz., M/s. PAPSCO, Puducherry for Puducherry, Karaikal and Mahe regions; and from M/s. YCSL, Yanam for Yanam region.
- b) PAPSCO may undertake pre-dispatch inspection of stock by representative of the lifting agencies or any other Govt./Private Agency (Quality Certification) entrusted for that purpose at the premises where from supplies are going to be made.
- c) Supplier shall furnish a daily report to the authorized Officer at the respective region as well as lifting agencies on supply of stocks truck wise and destination wise quantity delivered through e-mail and Fax.
- 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/lifting agencies.

14. ACCEPTANCE OF STOCKS

- a) 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 the lifting agency of the respective region at the loading point. 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 as indicated in the Annexure-I, 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.

- b) The stocks not conforming to the specifications at Annexure-I stands summarily rejected and the supplier has to take back the stocks at his own risk and costs.
- c) PAPSCO will not take any responsibility or otherwise once the stocks are rejected.
- 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) The analysis will normally take two weeks from the date of supply and hence payment will be made only after two weeks from the date of supply.

15. PENALTY ON DEFAULT/EXTENSION OF TIME

- a) The entire ordered quantity of Sugar should be supplied within the stipulated time. No extension of time will be granted for supply of Sugar 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.25/- (Rupees twenty five only) will be imposed per Qtl. per day for the quantity of Sugar supplied after the due date fixed at the time of payment.
 - (ii) 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.
 - (iii) 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 such 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.

- (iv) 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.
- c) 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.
- d) 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 from 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 refuse its contractual obligations without title to indemnification of any losses which 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.
- c) A certificate issued by the respective Chamber of Commerce will be sufficient proof of the existence and time (gross) duration of such circumstances.

17. BLACKLISTING AND RECOVERY OF LOSSES

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.

18. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of Sugar supplied within 15 days on submission of the bills in duplicate, along with acknowledgement(s) obtained from the Official Incharge at the unloading point of the storage godown at the respective region along with quality certification and advanced stamp receipt duly verified by the Officer incharge of 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 the lifting agencies viz., M/s. PAPSCO and M/s. YSCL for their respective regions.
- c) Payment of interest on late payment of bills etc., will not be acceptable to PAPSCO.
- d) No advance payment towards cost of Sugar 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. INDEMNITY

The tenderers shall indemnify the Corporation against all claims which may arise in supply of inferior and low quality of Sugar not conforming to specifications prescribed.

Sd/-

(S. MOHANDASS)
MANAGING DIRECTOR

ANNEXURE - I

QUALITY SPECIFICATIONS OF S-30/31 SUGAR

Sugar should be of white crystalline product extracted from sound unfermented and undecayed Sugar cane by Sulphatation process, free from any foreign matter, taste or odour and have the sweet taste characteristic of white Sugar whether dry or in solution, it should be sparkling white in colour, free flowing and free from dirt and other extraneous contamination and fit for human consumption and specifications as detailed below:

S.No	SPECIFICATIONS	ISS GRADE SUGAR S-30/31
1.	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar Analysis ICUMSA Methods Book
2.	Polarisation	99.80% Min.
3.	Moisture	0.08% Max.
4.	Ash content	0.04% Max.
5.	Solubility	100% dry and free flowing
6.	Granulation	Fine/Crystal
7.	Colour	Sparkling Crystal white
8.	Iron filings	Nil
9.	Sediments	None
10.	Smell	Free of any smell
11.	Radiation	Normal without presence of CESIUM or IODINE, Certified Phytosanitary of no radiation, no virus, no insect parts, husks, no poisonous matter and non genetic and is suitable for Human consumption.
12.	Crop	2012-13 seasons crop.

Note: Stocks should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stands rejected and the decision of the Corporation is final and binding on the supplier.

Contd...

QUALITY SPECIFICATIONS OF M – 30/31 SUGAR

S.No	SPECIFICATIONS	ISS GRADE SUGAR M-30/31
1.	ICUMSA	100/150Max.
2.	Polarisation	99.80% Degrees Min.
3.	Moisture	0.08% Max.
4.	Ash content	0.01% Max.
5.	Solubility	Max.
6.	Granulation	Fine
7.	Colour	Sparkling white
8.	Iron filings	Nil
9.	Sediments	None
10.	Smell	Free of any smell
11.	Radiation	Nil
12.	Crop	2012-13 seasons crop.

Note: Stocks should conform to the above specifications. Stocks having the refractions in excess of above prescribed limit stands rejected and the decision of the Corporation is final and binding on the supplier.

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,
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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.2,500/-.	
3.	EMD - DD/Bankers' Cheque for Rs.10 lakhs.	
4.	Three samples of half-a-Kg (1/2Kg) Sugar each in sealed pet bottles with testing report conforming to the specifications in Annexure-I.	
5.	Annexure-II (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 by AGMARK.	
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 Registration Certificate issued by Excise Department.	
14.	Attested copy of Import License issued by Competent Authority.	
15.	Annexure-III (Financial Undertaking)	
16.	Annexure-IV (Declaration for Code of Integrity & No Conflict of Interest)	
17.	Annexure-V (Statement of Annual Turnover)	
18.	Last three years' audited Balance Sheet, Profit & Loss Account and Auditors' Report.	
19.	Annexure-VI (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" "For Supply of open market Sugar under PDS"</u>	

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PART –I
TECHINCAL BID

Bid No.

Name and address of the :
Party to whom sold

Signature of the Official with Seal

TECHNICAL BID FOR SUPPLY OF ISS GRADE SUGAR S-30, S-31, M-30, M-31

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. :

Affix passport
size
photograph

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7. Previous experience in supply of Essential Commodities. :
8. Turnover (Supply of Sugar) during the last three years : 2010-11 :
2011-12 :
2012-13 :
9. Earnest Money Deposit Details : DD No.: Date:
Bank Name:
Amount: Rs.10,00,000/- (Rupees ten lakhs only)
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. Details of Country and Source of ISS GRADE Sugar :
13. Quality Certification Agency (copy to be enclosed) :
14. PAN No. given by IT Dept. (copy to be enclosed) :
15. TIN No. under PDY. VAT Act/CST Act duly renewed upto date. (copy to be enclosed) :
16. Registration Certificate with Central Excise Department. (copy to be enclosed) :

SIGNATURE OF THE TENDERER
NAME:
SEAL :

ANNEXURE – II

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 **ISS GRADE Sugar** of S-30, S-31, M-30, M-31 at the rate quoted by me/us at the destinations specified by Corporation and as per the specifications prescribed by the Corporation.

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.10,00,000/- (Rupees ten lakhs only) drawn on _____ (Bank) in favour of M/s. PAPSCO payable at Puducherry towards EMD.
- 2) Three samples of half-a-Kg (1/2Kg) each in sealed pet bottles with the testing report issued by NABL laboratories.
- 3) Affidavit as per Annexure – VI 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.
- 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 CS Dept./ Vigilance and Enforcement Dept., Govt. of Puducherry or Govt. of _____ (the State) / Govt. of India.

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- 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 with Excise Department.
- 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 by AGMARK

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.	The price bid duly filled and signed; the rates quoted separately for (i) packing in 50 kgs A Twill jute bag and (ii) packing in 50 kgs. Polypropylene bags and	
2.	The rates are quoted separately for (i) Ex-factory rate and (ii) landed rate at the respective Godowns.	
3.	<p>Ensure the Technical bid and the Price bid are sealed and kept in separate covers duly superscribed as</p> <p><u>“Part-I - Technical Bid” “For Supply of open market Sugar under PDS”</u> separately and</p> <p><u>“Part-II - Price Bid” “For Supply of open market Sugar under PDS”</u> separately and</p> <p>These sealed covers are kept in single large cover, which is also sealed and duly superscribed as <u>“TENDER FOR SUPPLY OF ISS GRADE S-30, S-31, M-30 AND M-31 SUGAR UNDER PDS”</u>.</p>	

PART – II

PRICE BID

Price bid should be quoted per MT. inclusive of packing in 50 Kgs. Bag, Customs Duty Excise Duty, Cess, Education Cess, Additional Cess, VAT, Loading charge at the Mill and cost of transportation of the storage (godown) Points of M/s.PAPSCO and M/s.YCSL of their respective regions in the Union Territory of Puducherry viz Puducherry, Karaikal, Mahe and Yanam. The tentative present monthly requirement is (i) Puducherry: 178 MT; (ii) Karaikal: 52 MT; (iii) Mahe: 1 MT; and (iv) Yanam 12 MT and the annual festival quota of 56 MT will be as (i) Puducherry: 32 MT; (ii) Karaikal: 18 MT; (iii) Mahe: 4 MT; and (iv) Yanam 2 MT for September 2013/ October 2013. 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 bidder shall quote only one rate per MT. for delivery of ISS Grade S-30, S-31, M-30 and M-31 Sugar to PAPSCO. 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.

The rate should be quoted separately for (i) packing in 50 kg A Twill jute bag and (ii) packing in 50 kg polypropylene bag.

Contd...

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RATE PER MT. IS INCLUSIVE OF COST OF PACKING IN 50 KG BAG, CUSTOMS DUTY, EXCISE DUTY, CESS, EDUCATION CESS, ADDITIONAL CESS, VAT AND ANY OTHER STATUTORY TAXES AS APPLICABLE AND ALL EXPENDITURES OF LOADING CHARGES AT THE MILL, TRANSPORTATION, TRANSIT INSURANCE AND UNLOADING AT STORAGE GODOWNS.FOR DELIVERY AT DESTINATION IN THE SPECIFIED STORAGE GODOWNS OF M/S. PAPSCO (PUDUCHERRY, KARAİKAL AND MAHE) AND M/S.YCSL (YANAM) SITUATED IN THE RESPECTIVE REGION OF THE UNION TERRITORY OF PUDUCHERRY.

i) Supply in 50 Kg. A Twill jute bag.

(Rate offered for six months - September'13 to February'14)

Name of the Manufacturer	Quantity offer for Supply (Qty. in MT)			Rate per Mt (Net) in 50 Kg.		
	Region	Gr	Qty	Ex-factory Rs. Ps.	Landed rate at the respective Godowns	
	(i)Puducherry	S-30				
		S-31				
		M-30				
		M-31				
	(ii) Karaikal	S-30				
		S-31				
		M-30				
		M-31				

Contd...

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Name of the Manufacturer	Quantity offer for Supply (Qty. in MT)			Rate per Mt (Net) in 50 Kg.	
	Region	Gr	Qty	Ex-factory Rs. Ps.	Landed rate at the respective Godowns
	(iii) Mahe	S-30			
		S-31			
		M-30			
		M-31			
	(iv) Yanam	S-30			
		S-31			
		M-30			
		M-31			

- Note:** 1. The rate should be quoted only in Rupee both in figure and words.
2. In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

Contd...

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RATE PER MT. IS INCLUSIVE OF COST OF PACKING IN 50 KG BAG, CUSTOMS DUTY, EXCISE DUTY, CESS, EDUCATION CESS, ADDITIONAL CESS, VAT AND ANY OTHER STATUTORY TAXES AS APPLICABLE AND ALL EXPENDITURES OF LOADING CHARGES AT THE MILL, TRANSPORTATION, TRANSIT INSURANCE AND UNLOADING AT STORAGE GODOWNS FOR DELIVERY AT DESTINATION IN THE SPECIFIED STORAGE GODOWNS OF M/S. PAPSCO (PUDUCHERRY, KARAİKAL AND MAHE) AND M/S.YCSL (YANAM) SITUATED IN THE RESPECTIVE REGION OF THE UNION TERRITORY OF PUDUCHERRY.

ii) Supply in 50 Kg. polypropylene bag.

(Rate offered for six months - September'13 to February'14)

Name of the Manufacturer	Quantity offer for Supply (Qty. in MT)			Rate per Mt (Net) in 50 Kg.		
	Region	Gr	Qty	Ex-factory Rs. Ps.	Landed rate at the respective Godowns	
	(I) Puducherry	S-30				
		S-31				
		M-30				
		M-31				
	(II) Karaikal	S-30				
		S-31				
		M-30				
		M-31				

Contd...

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Name of the Manufacturer	Quantity offer for Supply (Qty. in MT)			Rate per Mt (Net) in 50 Kg.	
	Region	Gr	Qty	Ex-factory Rs. Ps.	Landed rate at the respective Godowns
	(III) Mahe	S-30			
		S-31			
		M-30			
		M-31			
	(iv) Yanam	S-30			
		S-31			
		M-30			
		M-31			

- Note:** 1. The rate should be quoted only in Rupee both in figure and words.
2. In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

ANNEXURE-III

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 ISS GRADE Sugar S-30, S-31, M-30, M-31 out of current season 2012-13 production at the rate quoted by me/us at the destinations specified by M/s. PAPSCO and M/s. YCSL of their 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 Sugar 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 - IV

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. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a Bidder, in more than one Bid; or
 - 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 – V

STATEMENT OF ANNUAL TURNOVER

This is to certify that the annual turnover of M/s., Proprietorship/Partnership/Company/Society/HUF having office at from Sugar business 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	

Signature of the Auditor

For M/s.
Chartered Accountants

Name of Chartered Accountant
Membership No.

Seal/ Stamp

Place :

Date :

ANNEXURE –VI

(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 Sugar.
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