



THE STATE TRADING CORPORATION OF INDIA LTD
(A GOVT. OF INDIA ENTERPRISE)
JawaharVyaparBhawan, Tolstoy Marg, New Delhi 110001

**BRANCH OFFICE: "STC TRADE CENTRE", A-29, THIRU-VI-KA INDUSTRIAL ESTATE,
GUINDY, CHENNAI 600 032.**

Notice Ref No: PAPSCO/ CPP PONGAL/ Tender No.2/2017-18

15th December 2017

NOTICE FOR INVITING LIMITED TENDER FROM EMPANELLED SUPPLIERS FOR SUPPLY OF RAW RICE, SUGAR, GROCERIES & SPICES, AND VARIOUS OTHER ITEMS TO M/s. Puducherry Agro Products, Food & Civil Supplies Corporation Ltd., (PAPSCO) for Puducherry, for PONGAL FREE GIFT SCHEME 2018.

M/s PAPSCO, Puducherry, has invited a tender bearing No.25-17/e-ten/PAPSCO/Pongal Gift/2017-18 dated 07.12.2017 for supply of the items as per the list Annexure-B with quantity mentioned against each for Puducherry, Karaikkal & Mahe Regions.

You are requested to quote your competitive rate for supply of above items to M/s PAPSCO, mentioned above, on your company letter head through Central Procurement Portal (CPP), inclusive of GST wherever applicable (**as per the ANNEXURE - I**), with validity of offer for two months from the date of offer or till the time actual delivery is made to M/s PAPSCO whichever is later.

It is to be clearly agreed in your offer that you shall take full responsibility for the quality and quantity variations and claim if any, and agree to settle the same, including replacement, from your side, indemnifying The State Trading Corporation of India Ltd from any such claim.

The quantity mentioned above is tentative and subject to vary depending upon receipt of further orders from M/s PAPSCO, Puducherry, for Pongal Free Gift Scheme 2018.

STC shall have the right to wholly or partly cancel the order in the event of any correspondence received from M/s PAPSCO, to this effect.

The successful supplier has to arrange the above supply to M/s PAPSCO at their nominated godowns directly and the rate offered should be inclusive of transportation (Freight), Transit insurance, Packing charges and admissible GST, for delivery at M/s PAPSCO'S godowns or any other place as intimated by PAPSCO.

The successful supplier has to arrange the above supply by using their own funds and no financial assistance will be given from STC.

The successful supplier bidder has to submit an EMD amount of 2% of the total value for items participated and additional 3% of the value towards security deposit after being successful in the PAPSCO tender. The successful bidder would have to submit on dated cheque covering balance 95% of the value to cover the total value of the contract.

: 2 :

STC shall not accept the conditional offer from the successful suppliers

STC shall add its 1.5% Trade Margin (nett to STC) for Rice & Sugar and 2% Trade Margin (nett to STC) for Spices & Groceries plus applicable GST over and above the price quoted by the successful Supplier and offer their final price to M/s. PAPSCO while participating in the Tender for above supply.

The successful supplier should arrange for supply of the material in packed form adhering strictly to the tender specification.

The successful supplier has to raise Invoice on STC on receipt of which STC shall raise the Invoice to M/s. PAPSCO. Payment to the supplier will be released only on receipt of payment from M/s PAPSCO

The quotation should invariably state that the Tenderer agrees to all the terms and conditions for supply of this tender.

THE LAST DATE FOR RECEIPT OF QUOTATIONS THROUGH CPP IS BEFORE 1130 HOURS ON 19th DECEMBER 2017.

Annexure - I

QUOTATION

(IN COMPANY LETTER HEAD)

Date :

The Branch Manager,
STC of India Ltd.,
STC Trade Centre, A-29,
Thiru-Vi-Ka Industrial Estate,
Guindy, Chennai – 600032

Sir,

SUB: NOTICE FOR INVITING LIMITED TENDER FROM EMPANELLED SUPPLIERS FOR SUPPLY OF RAW RICE, SUGAR, GROCERIES & SPICES AND VARIOUS OTHER ITEMS TO M/s. Puducherry Agro Products, Food & Civil Supplies Corporation Ltd., (PAPSCO) for Puducherry, for PONGAL FREE GIFT SCHEME 2018 .

Ref No: PAPSCO/ CPP Pongal Tender No.2/2017-18

15th December 2017

With reference to the above, we hereby submit our best offer to the items, as mentioned in Annexure-II, to be delivered at M/s PAPSCO's Godown at Puducherry or any other place as intimated by M/s PAPSCO.

S.No.	Name of the Commodity	SPECIFICATION	Total Qty (kgs)	RATE/KG (EXCLUDING TAX)(RS)	GST	RATE WITH TAX/KG (RS)
1.	As per Annexure-II	As per Tender Notice				
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

Further, we agree to all the terms and conditions mentioned in the tender Notice Ref No:**PAPSCO/ CPP PONGAL/ Tender No.2/2017-18** 15th December 2017

Thanking you,

Yours faithfully,

Annexure -I I

S.No.	Name of the Commodity	Total Qty (in kgs)
1.	Raw Rice	3,15,000
2.	Sugar	3,15,000
3.	Toor Dhall(unpolished)	1,57,500
4.	Orid Dhall (full)	1,57,500
5.	Moong Dhall (Split)	1,57,500
6.	Jaggery (free from Moisutre)	1,57,500
7.	Cashew Nut	1,57,500
8.	Rasin	7,875
9.	Cardamom	7,875



No. 25-17/e-Tender/PAPSCO/Pongal Gift/2017-18

Date: 07.12.2017

PONGAL FREE GIFT SCHEME 2018

e-TENDER FOR SUPPLY OF RAW RICE, SUGAR,
GROCERIES AND SPICES IN PUDUCHERRY, KARAIKAL
AND MAHE REGIONS

(TWO COVER SYSTEM)

(UPLOADED ON **07.12.2017**)

SHORT TERM e- Tender

**for Supply of Pongal Free Gift items viz., Raw Rice, Groceries, Sugar and Spices
at Puducherry, Karaikal and Mahe regions of Union Territory of Puducherry.
(Two Cover System)**

Tender Form Cost : Rs. 2,500/- (Non-refundable)

Earnest Money Deposit : 2% of the total value of the entire quantity for the items quoted.

Performance Security : Successful bidders' EMD be retained as Performance Security.

Sl.No.	Particulars of Tender	Date	Time
1.	Publishing Date	07.12.17	4.30 PM
2.	Document Download Start date	07.12.17	4.30 PM
3.	Document Download End date	21.12.17	10.00 AM
4.	Pre-Bid Meeting	14.12.17	10.30 AM
5.	Last date for publishing amendments, if any	15.12.17	5.30 PM
6.	Bid Submission Start Date	07.12.17	4.30 PM
7.	Bid Submission End Date	21.12.17	10.00 AM
8.	Technical Bid Opening Date	21.12.17	10.15 AM
9.	Price Bid Opening Date (subject to finalization of Tech bid) on the same day 21.12.2017 or another date.	21.12.17	10.30 AM

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No. 25-17/e-Tender/PAPSCO/Pongal Gift/2017-18

Date: 07.12.2017

**SHORT TERM e-TENDER NOTICE FOR SUPPLY OF PONGAL FREE GIFT ITEMS
viz., “RAW RICE, SUGAR, GROCERIES AND SPICES AT PUDUCHERRY,
KARAIKAL AND MAHE REGIONS OF UNION TERRITORY OF PUDUCHERRY.**

M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO) invites single stage two envelopes unconditional Bids in sealed covers for supplying Raw Rice, Sugar, Toor dhall, Orid dhall, Moong Dhall , Jaggery, Cashew nut, Raisin and Cardamom as per specifications given in the tender documents for implementation of Pongal Free Gift 2018 Scheme from the interested Registered Companies/ Cooperative Sector/ Individual/ Partnership Firm/ Producers/ Wholesalers/ Traders/ Retailers/ Government/ Semi Govt./Kendriya Bandar/ State fed/ Super Bazaar or any other legal entity in India from and outside Union Territory of Puducherry and delivery at the Fair Price Shops (or) any other places/points specified by PAPSCO at Puducherry, Karaikal and Mahe Regions of Union Territory of Puducherry for distribution to all family cardholders.

1. DETAILS OF TENDER DEPOSITS:

Tender Form Cost : Rs. 2,500/- (Non-refundable)

Earnest Money Deposit : 2% of total value of entire qnty of the items quoted(Refundable)

**Performance Security : Successful bidders’ EMD be retained as Performance Security.
(Refundable)**

2. TENDER SCHEDULE:

Particulars	Bid document download Start & End date	Pre-bid meeting at Regd. Office	Last Date for Bid submission	Opening of Bids at Regd. Office
Supply of Raw Rice, Sugar, Toor dhall, Orid dhall, Moong dhall , Jaggery, Cashew Nut, Raisin and Cardamom	From 4.30 PM on 07.12.2017 upto 10.00 AM on 21.12.2017	10.30 AM on 14.12.2017	Upto 10.00 AM on 21.12.2017	(i) Technical Bid (online and physical mode) 21.12.2017 at 10.15 AM and (ii) Price Bid (Online) 21.12.2017 at 10.30 AM (Subject to finalizing technical bid)

GENERAL INSTRUCTIONS:

1. The tender/bid shall only be submitted through online tendering system at <https://pudutenders.gov.in>. The interested bidders shall have to be enroll/register with portal <https://pudutenders.gov.in> for participating in the Bidding process.

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

2. If any of the above scheduled dates declared as Govt. holiday, the Tenders scheduled dates will be the immediate next working day at the same time or any other date & time announced.
3. Tender Form and Terms & Conditions (not transferable) can be downloaded from the website <https://pudutenders.gov.in> at free of cost. The tender may also be viewed from tenders column of <http://www.py.gov.in>
4. The tender fee and the Earnest Money Deposit (EMD) amount in the form of Demand Draft/Banker's Cheque/FDR or by means of RTGS/NEFT in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be submitted to O/o the Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009 upto the scheduled date. Copy of the RTGS/NEFT payment made, particulars should be enclosed along with submission of Technical Bid and scanned copy in e-portal also.
5. The Registered Companies/ Cooperative Sector/ Individual/ Partnership Firm/ Producers/ Wholesalers/ Traders/ Retailers/ Government/ Semi Govt./Kendriya Bandar/ State fed/ Super Bazaar or any other legal entity in India who are blacklisted by the Government/ State Agency are not entitled to file/ participate in the tender.
6. Minors/insane are not eligible to participate.
7. No physical/off-line Bid shall be accepted. Only off-line payment/documents/samples as stated in tender conditions of technical bid will be accepted in physical mode. Conditional tenders and casual letters send by the bidders will not be accepted.
8. Purchase preference will be given to Govt. Organisations/Govt. Undertakings/Co-operative Societies, etc., who have continuously involved in this business for at least three years and subject to the satisfactory performance and capacity which is at the discretion of the PAPSCO.
9. Bidders shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the Corporation, in making the supplies hereby contracted for, nor shall the bidders either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any department under the corporation, money or gratuity, fee or reward for any matter of thing or any way relating to the performance of the contract.
10. The Managing Director, PAPSCO, Puducherry reserves the rights to accept or reject any or all tenders with or without assigning any reason.

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

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,

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INTRODUCTION

M/s. Puducherry Agro Products, Food and Civil Supplies Corporation Limited (PAPSCO), Puducherry is a Govt. of Puducherry Undertaking and 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 and undertaking various welfare measures and schemes as Implementing Agency of Government of Puducherry.

Sl.No.	Regions	PAPSCO Offices
1	Puducherry	<u>Registered/Head Office :</u> Agricultural Complex, Thattanchavady, Puducherry – 605 009. Ph: (0413) 2249023, 2249232 / Fax: (0413) 2248048
2	Karaikal	<u>Branch Office:</u> Milk Society Complex, Karai kovilpathu, Karaikal – 609 605. Ph: (04368) 223018
3	Mahe	<u>Branch Office:</u> No.IV/701, PAPSCO Building, Main Road, Mahe – 673 310 Ph: (0490) 2333155

SCOPE OF WORK

The Government of Puducherry **every year distributes** 9 Nos. of Pongal Gift items at free of cost to all the family ration cardholder in Puducherry, Karaikal, Mahe and Yanam regions on the occasion of Pongal Festival to celebrate festival. The items are Raw Rice(1 Kg.), Sugar(1 Kg.), Toor dhall(1/2 Kg.), Orid dhall(1/2 Kg.), Moong Dhall(1/2 Kg.), Jaggery(1/2 Kg.), Cashew Nut(25 gms), Raisin(25 gms) and Cardamom(10 gms) to each family cardholder through M/s. PAPSCO in Puducherry, Karaikal & Mahe regions and through M/s. Yanam Co-operative Stores Limited, Yanam. The procurement and distributions are undertaken by PAPSCO & YCSL at their respective regions. **This year also, the programme is proposed to be conducted.** The present total family cardholders strength in the said 3 regions of the Union territory of Puducherry is about **3,15,000** (Puducherry: 2,50,000; Karaikal: 57,000; and Mahe: 8,000); and covering about **483** FPSs (Puducherry:376; Karaikal:91 and Mahe:18). The tentative quantity requirement is as follows;

Sl.No	Name of the Commodity	Total Quantity (in Kgs.)
1.	Raw rice	3,15,000
2.	Sugar	3,15,000
3.	Toor dhall (unpolished)	1,57,500
4.	Orid dhall (full)	1,57,500
5.	Moong Dhall (split)	1,57,500
6.	Jaggery (free from moisture)	1,57,500
7.	Cashew Nut	1,57,500
8.	Rasin	7,875
9.	Cardamom	7,875

Therefore, PAPSCO invites tender from the interested Registered Companies/Cooperative Sector/Individual/Partnership Firm/Producers/Wholesalers/Traders/Retailers/Government/Semi Govt./Kendriya Bandar/State fed/Super Bazaar or any other legal entity in India from and outside Union Territory of Puducherry to supply the above said Pongal Free Gift items as per specifications given in the tender documents and to deliver at the Fair Price Shops (or) any other places/points specified by PAPSCO at Puducherry, Karaikal and Mahe Regions of Union Territory of Puducherry for distribution to all the family cardholders. The supply should be commenced immediately during 5th week of December 2017 and complete within 7 days(i.e) 1st week of January 2018 (or) as per scheduled date of PAPSCO and as per the requirement of PAPSCO for successful completion of Pongal Free Gift scheme 2018.

INSTRUCTIONS TO BIDDERS

1. Bidder means all eligible Registered Companies/Cooperative Sector/Individual/Partnership Firm/Producers/Wholesalers/Traders/Retailers/Government/Semi Govt./Kendriya Bandar/State fed/Super Bazaar or any other legal entity in India from and outside Union Territory of Puducherry.
2. Tender documents are available only in electronic format from which bidders can download free of cost from the website <https://www.pudutenders.gov.in>.
3. Bidders who wish to participate in this tender will have to be enroll/register on the portal <https://www.pudutenders.gov.in>
4. Technical bid required to be submitted in physical form and also online (scanned copies) as stipulated in Check list-I with required Tender document Fee, Earnest Money Deposit and Documents. Commercial bid should be submitted online through the website <https://www.pudutenders.gov.in>.
5. Bidders who wish to participate in online tenders will have to procure/should have legal valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000, using which they can sign their electronic bids. Bidders can procure the same any of the license certifying Authority of India or can contact e-procurement Cell, Puducherry for clarifications and further details, who are licensed Certifying by Government of India.
6. All bids should be digitally signed; and the bidder who have no facility to participate the online tender are advised to contact the e-Procurement cell, Puducherry mentioned below; for details regarding digital signature certificate and related training involved therein and for any technical related queries please call the Help[Desk.

e-Procurement Cell,
3rd Floor, Chief Secretariat, Puducherry – 605 009.
Telephone: +91 2220225/2233262
Email: support-eproc.pon@nic.in

The 24X7 Help Desk: Number 0120-4200462, 0120-4001002, Mobile No.882646593

7. Kindly take note that, valid Digital Signature Certificate is must for all the interested Registered Companies/ Cooperative Sector/ Individual/ Partnership Firm/ Producers/ Wholesalers/ Traders/ Retailers/ Government/ Semi Govt./Kendriya Bandar/ State fed/ Super Bazaar or any other legal entity in India from and outside Union Territory of Puducherry.
8. Online tendering process is not possible without valid Digital Signature Certificate.
9. Interested bidders are advised to complete their procedure for getting Digital Signature Certificate in respect to filing the application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
10. If any Bidder fails to submit the on-line tender due to pending procedure for taking valid Digital Signature Certificate or any other reason; neither e-procurement cell nor PAPSCO **will not be** responsible for it.
11. Free vendor training camp will be offered by e-procurement cell, Puducherry during the tender schedule during working days at office hours. Bidders can take benefit of the same after sending written confirmation/consultation over phone in advance, if necessary.
12. All the correspondence in respect to training, support or digital signature certificate should be addressed to e-procurement cell, Puducherry on the above mentioned address.
13. No physical submission of price/commercial bid will be entertained as it should be furnished on-line only. Also no fax, email, SMS, letters or any other form of communication will be entertained for the same.
14. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the Bidder.
15. Any attempt to submit price bid through mode other than online will result in cancellation of bid and forfeiture of EMD of the bidder concerned.
16. Tender document fees and earnest money deposit in respect to tender should be submitted “off-line” at the specified dates, time and place as mentioned in the tender document. Scanned copy of the DD/Bankers’ Cheque/RTGS/NEFT payments should be uploaded along with the online Bid.
17. Interested Bidders can view these tender documents on line. Bidders can download tender documents as mentioned above and bidder who wish to submit their offer shall pay Tender application fee & Earnest Money Deposit in form of Account Payee Demand Draft/Bankers’ Cheque/FDR/RTGS/NEFT as; the Tender fee and the EMD (Earnest Money Deposit) amount in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be submitted to O/o the Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009 on or before the scheduled date.

(A Government of Puducherry Undertaking)

Regd. Office: Agricultural Complex, Thattanchavady, Puducherry – 605 009

Phone No. (0413) – 2249023 / 2249232 Fax: (0413)2248048

18. Besides the above physical submission of technical bid, the bidders shall have to upload the relevant documents in the e-portal as per the following order;

(A) Technical Cover:

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

Scanned copies of DD/Banker's Cheque/FDR/RTGS/NEFT for Tender fee and EMD in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be attached.

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

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

(B) Financial Cover (.xls format)

The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall, Jaggery, Cashe nut, Raisin and Cadamom.

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

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

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

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

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

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

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

TERMS AND CONDITIONS

1. ELIGIBILITY CONDITIONS:

- a) The tenderer should have annual turnover of minimum 50 lakhs in any of last 3 years.
- b) The tenderer should be an Income Tax Assessee. In support of this, attested copy of Permanent Account Number (PAN) and last three years Income tax and Sales tax returns are required to be submitted.
- c) The tenderer should not have been black listed or debarred for any default connected with handling of Essential Commodities 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.
- d) 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.
- e) The tenderer should submit the copy of **GSTIN Registration Certificate** and Annual turnover statement for the last three years.
- f) Unregistered partnership firm shall not be eligible.
- g) 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.
- h) The tenderer should submit copy of registration certificate, trade license/import license issued by competent authority.
- i) The tenderer have experience in supply of Rice, Groceries and Sugar to the Government Organisations/Public Ltd Companies/Private Companies; the particulars of experience should be furnished in detail.
- j) The Managing Director reserves the right to **modify/relax/cancel** any of the provisions contained herein above or cancel the tender at any stage.

2. GENERAL CONDITIONS

a) The schedule of the tender floating, filing and opening is as follows;

Sl.No.	Particulars of Tender	Date	Time
1.	Publishing Date	07.12.17	4.30 PM
2.	Document Download Start date	07.12.17	4.30 PM
3.	Document Download End date	21.12.17	10.00 AM
4.	Pre-Bid Meeting	14.12.17	10.30 AM
5.	Last date for publishing amendments, if any	15.12.17	5.30 PM
6.	Bid Submission Start Date	07.12.17	4.30 PM
7.	Bid Submission End Date	21.12.17	10.00 AM
8.	Technical Bid Opening Date	21.12.17	10.15 AM
9.	Price Bid Opening Date (subject to finalization of Tech bid) on the same day 21.12.2017 or another date.	21.12.17	10.30 AM

- b) If any of the above scheduled dates declared as Govt. holiday, the Tenders scheduled dates will be the immediate next working day at the same time or any other date & time announced.
- c) Tenders should be filled duly furnishing the required information as per Tender document.
- d) On **download** and submission of tender, the Tender fee and EMD should be submitted in the sealed 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.
- e) 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.
- f) PAPSCO conduct a pre-bid meeting as per schedule, which will be open only to the interested parties. Any amendments required consequent on the pre-bid meeting, the same will be intimated on or before as per schedule.
- g) PAPSCO has the right to amend any of the tender conditions, as may be desired. If such an amendment is absolutely necessary, the same shall be communicated to the Tenderer which shall be made available on website <https://www.pudutenders.gov.in> till before the last date of receipt of tender.

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

h) The tentative required quantity of the items for Pongal Free Gift Scheme is as follows;

Sl. No	Name of the Commodity (Items 1 to 6 in 50 kg. bag & items 7- 9 in retail pouches)	Tentative Requirement (in kg)			
		Puducherry (2,50,000 Nos. of family cards)	Karaikal (57,000 Nos. of family cards)	Mahe (8,000 Nos. of family cards)	Total (3,15,000 Nos. of family cards)
1.	Raw rice (IR20/ADT39/ADT43/ADT 45/ ASD16/Chinna ponni) (@ 1 Kg per card)	2,50,000	57,000	8,000	3,15,000
2.	Sugar (@ 1 Kg per card)	2,50,000	57,000	8,000	3,15,000
3.	Toor dhall (unpolished) (@ ½ Kg per card)	1,25,000	28,500	4,000	1,57,500
4.	Orid dhall (full) (@ ½ Kg per card)	1,25,000	28,500	4,000	1,57,500
5.	Moong Dhall (split) (@ ½ Kg per card)	1,25,000	28,500	4,000	1,57,500
6.	Jaggery (free from moisture) (@ ½ Kg per card)	1,25,000	28,500	4,000	1,57,500
7.	Cashew Nut (@ 25 gms per card in pouch)	6,250	1,425	200	7,875
8.	Rasin (@ 25 gms per card in pouch)	6,250	1,425	200	7,875
9.	Cardamom (@ 10 gms per card in pouch)	2,500	570	80	3,150

i) Tenderer should submit sample 500 gms each for Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall & Jaggery and 100 gms of Cashew Nut, Raisin and Cardamom along with the Technical Bid cover physically to the O/o the Managing Director, PAPSCO, Agricultural Complex, Thattanchavady, Puducherry – 605 009. If the samples not furnished by the bidder for any of the items, the rate quote will not be considered; and rejected at the stage of sample verification in Technical bid.

j) Tenderers should be capable of supplying the **entire** ordered quantity from the date of acceptance of offer and delivery should be as and when the supply order issued.

k) The Registered Companies/ Cooperative Sector/ Individual/ Partnership Firm/ Producers/ Wholesalers/ Traders/ Retailers/ Government/ Semi Govt./Kendriya Bandar/ State fed/ Super Bazaar or any other legal entity in India 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.

- l) Minors/insane are not eligible to file tender.
- m) Tender Form is not transferable. Tenderer should sign on all pages of the Tender Form.
- n) A bidder may withdraw, substitute or modify its bid after it has been submitted in accordance with the online procedure of bid (i.e) e-procurement.
- o) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in <https://www.pudutenders.gov.in>
- p) Validity of bid offer is for 2 months from the date of opening the tender.
- q) 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 tender) shall be referred to the sole arbitration of the **Secretary (Civil Supplies & Consumer Affairs), Puducherry**. In case the arbitrator to whom the matter is originally referred is transferred or vacates office or is unable to act for any reason whatsoever, the **Director of Civil Supplies & Consumer Affairs, Puducherry** shall be competent to appoint another person as Arbitrator. There will be no objection that the person so appointed is or was in the employment of the Corporation/administration of the Govt. of Puducherry and as an employee of the Corporation 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 tender. The Courts of Puducherry only will have the jurisdiction in the matter of arbitration.
- r) The Managing Director reserves the right to relax/cancel any of the items contained herein above and the quantity may increase/decrease depending upon the requirement of the Pongal Free Gift Scheme 2018 of the Dept. of Civil Supplies and Consumer Affairs, Puducherry.

3. EARNEST MONEY DEPOSIT

- a) Every technical bid should be accompanied by an Account Payee Demand Draft/Bankers' Cheque of 2% of the total value of no. of items quoted with respect to the tentative quantity required as mentioned below drawn on any Nationalized/Scheduled Bank in favour of "M/s PAPSCO" payable at Puducherry towards EMD. The EMD may also be paid by means of RTGS/NEFT through Bank to the PAPSCO State Bank of India (Thattanchavady) Current A/c. No.35977056566; IFS Code SBIN0006842. The tenders without EMD stand summarily rejected.
- b) The tenderer **may quote for one** or more of the listed items and **necessary EMD @ 2% of the indented quantity and rate quoted for the no. of items** in a single tender application. PAPSCO reserves the right to select one or more quoted items according to the quality & rate.

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- c) **The tenders without EMD or sufficient EMD to the quantity indented & rate offered stands summarily rejected.** In case of unsuccessful tenderer, the EMD will be returned after the successful tenderer executes the agreement.
- d) The EMD of the successful tenderer shall be retained towards performance security which will be refunded after completion of the supply contract period.
- e) **No exemption of EMD and Performance Security for any bidder including Government organization/Co-operative Societies/Government undertaking.**
- f) EMD is liable to be forfeited in case the tenderer withdraws or modifies his offer after opening of the tender or after the acceptance of the offer by PAPSCO or fails to enter into agreement or fails to accept the supply order within the specified time; and apart from the above, the tenderer will be blacklisted.

4. QUANTITY OFFERED

- a) The items and the tentative requirement of quantity as stated in clause 2(h). 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 the requirement of the entire quantity of the item of the respective region. The quantity to be offered for the entire of the item mentioned. The contract period, quantity and accepted rate may be extended to further 1 (or) 2 months (or) more (or) reduced to any extent subject to the requirement and decision of the Dept. of CS&CA, Govt. of Puducherry/ requirement of PAPSCO.
- b) PAPSCO will place the orders for supply to the selected tenderer/tenderers for the respective region 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 at the specified Fair Price Shops or any other specified place stated by PAPSCO.
- b) 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.

5. RATE OFFERED

- a) **The rate quoted should be “NET RATE”** for net weight of the items called for in new 50 Kg. Polypropylene(PP) bags (PP bag of the supplier) or new A1 Twill Gunny bag, retails pouches as the case may be. The PP/gunny bag/retail pouches are of the supplier and the rate is inclusive of cost of PP/gunny bag/pouches.

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- b) The rate may be quoted per Kg. for either for all 3 regions viz., Puducherry, Karaikal and Mahe regions (or) for selected region of Puducherry/Karaikal/Mahe for supply of the 9 items; and **the 6 items viz., Raw Rice, Toor dhal, Moong dhal, Orid Full and Jaggery for supply in 50 Kg. (net weight) in new Polypropylene(PP) bags/A1 Twill gunny bag; and in respect of the 3 spices items supply viz., Cashew Nut in 25 gm retail pouches/ Raisin in 25 gm retail pouches and Cardamom in 10 gram retail pouches; .**
- c) The rate quote shall be inclusive of the commodity, packing material, packing charges, **GST**, all Duties, Cess, any other statutory taxes as applicable **in vogue and from time to time**, all expenditures of loading charges at their point, transportation, transit insurance, unloading charges, etc., to the specified Fair Price Shops or any other places/units at the respective regions of Puducherry, Karaikal and Mahe specified by PAPSCO (i.e) up to the landing point
- d) The rate quoted shall be in Indian Rupee and would be in force for the entire tender period. PAPSCO shall not be responsible for any fluctuation of prices in Domestic Market or International Market and no request or representation for revision of rate will be entertained.
- e) Based on the rates received, PAPSCO reserves the right to select the rate according to the variety to meet the requirement of the Pongal Free Gift Scheme **2018** in implementing the scheme and award supply tender to one or more bidders and the same would be final and binding on all the bidders.
- f) The tender rate is valid for the entire contract period and the Managing Director, PAPSCO reserves the right to extend the tender period or to reduce to any extent at the accepted rate subject to the requirement.
- g) **If the tender rate quoted found to be exorbitant while comparing to the ruling open market rate (wholesale), the Corporation may request the approved supplier to supply at the price comparing the open market and if not agreed, the Corporation reserves the right to procure from any other approved supplier or from open market/source point at its convenient, at reduced price to conduct and undertake the short spell market intervention programme and Govt. supplies uninterruptedly, which shall not be challenged by the approved supplier.**

CONTRACT PERIOD:

- h) The rate contract is for the entire 1 month supply period of January **2018** and PAPSCO reserves the right to extend the contract period for further one or two months (or) more (or) reduce any extent at the accepted (or) at the rate fixed by PAPSCO to meet out the requirement of the Corporation.

Note: The rate offered should be filed only in the BoQ (online). The specifications in Financial Bid (BoQ) should not differ from the original tender specifications; otherwise **bid liable to** be rejected.

6. SUBMISSION OF TENDER

- a) Tender should be submitted in two parts i.e., Technical Bid and Price Bid (Bill of Quantity)
- b) The Technical bid should be sealed by the bidders and kept in separate covers duly superscribed as **“Part-I - Technical Bid” “For Supply of “PONGAL FREE GIFT ITEMS” 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, Tender Fee and the Earnest Money Deposit should be enclosed in the technical bid cover, which is a part of the technical bid.
- c) The Technical Bid may be deposited/submitted by the bidder either in the Tender Box placed in the Registered Office or sent by means of Registered Post/Speed post/Parcel/Courier, etc., as the case may be reaching the above address within the stipulated time. PAPSCO will not be responsible for any kind of loss of the bid in transit, damage due to natural calamities etc., whatsoever the reason. The bids received after the stipulated time will be summarily rejected.
- d) Besides the above physical submission of technical bid, in the e-portal in the technical cover the following should be complied.
 - (a) In the Fee Cover (in PDF format)

Scanned copies of DD/Banker’s Cheque/FDR/RTGS/NEFT challans for i) Tender cost and ii) EMD in favour of M/s. PAPSCO, Puducherry payable at Puducherry should be attached.
 - (b) In the Technical document cover (in PDF format)

Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) for evaluation of Technical Bids.
- e) The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the Raw Rice, Sugar, Toor dhall, Orid dhall, Moong Dhall, Jaggery, Cashew nut, Raisin and Cardamom for the respective region.
 - a) Bidder shall enter the name of the firm on BoQ only.
 - b) Bidders are requested not to edit or change any item or quantity.
 - c) **Rates are to be filled only on BoQ (in .xls format) sheet only.**

7. OPENING OF TENDER

- a) Technical Bid filed will be open on **21.12.2017** at 10.15 AM in physical method and Price Bids (Bill of Quantity) will be opened in on-line on the same day **21.12.2017** at 10.30 AM subject to finalization of Technical bid. The selection of bidders of Technical and Price bids will be announced in the e-portal.
- b) If the date fixed for opening of Tenders happens to be Govt. holiday, the tenders filed/received will be opened on the next working day at the same time specified above.
- c) During opening of the technical bid, the tenderers may attend either personally or through their authorized representative. Either the bidder or one of the authorized person of the bidder shall be allowed to participate. The authorized person 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) Based on the quality, brand/grade of the items, the rate offered by the qualified tenderer of the Technical Bids will be taken into consideration to arrive at the lowest rate offered by the tenderers viz L1, L2 and so on.
- f) The rate accepted is for the supply of tendered 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 tender period will not be entertained and stands rejected.
- h) After deciding the Lowest Rate, PAPSCO reserves the right to place purchase order on one or more tenderer(s) at the lowest rate for any quantity for any region, as may be agreed to be supplied by the Tenderers on the same terms and conditions for supply of the Pongal Free Gift items within the time stipulated by PAPSCO.

8. VALIDITY/LEGALITY

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

9. NEGOTIATIONS

- a) PAPSCO may conduct negotiation on the same day of opening of the tender or shall inform the tenderers about the date and time of the negotiations as per its decision.

- b) During negotiation the tenderers should attend either personally or through their authorized representative. The authorized persons should produce authorization letter duly attesting the signature of the authorized representative by the tenderer, to participate in the said process to Tenders.
- c) Depending on the lowest rates received, negotiations may be conducted with L1 tenderer and in case, the lowest tender is not in a position to supply the required quantity, negotiations will be made with the second lowest tenderer to supply the balance quantity at the rate quoted by the first lowest tender and so on.
- d) As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of single bidder, who is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted. As such, depending on the lowest rates received, negotiations will be conducted with all the tenderers, if necessary.
- 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.

10. RIGHTS OF PAPSCO

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

11. PERFORMANCE SECURITY

- a) EMD of the successful tenderer shall be retained towards the performance security, which will be refunded after successful completion of the supply contract period. If the EMD is not sufficient to the quantity selected/accepted additionally, for which, necessary amount should be paid by the bidder.
- b) If the successful tenderer prefers to produce Bank Guarantee in lieu of the DD/Bankers' Cheque, on production of Bank Guarantee, the amount paid by way of DD/BC/RTGS/NEFT will be released. The Bank Guarantee shall be in favour of Puducherry Agro Products, Food and Civil Supplies Corporation Limited, from any Nationalized Bank to be got verified from the issuing Bank.
- c) The validity of the Security Deposit shall be for 2 months period, which includes

the contract period as per clause 4(a).

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

11. AGREEMENT

- a) Successful tenderer should execute agreement as per terms & conditions on Rs.100/- non judicial stamp paper with PAPSCO within three days on retained EMD of Performance Security or furnishing prescribed Performance Security to M/s. PAPSCO. In the event of failure to execute the agreement, the EMD or Performance Security, 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) PAPSCO reserves the right to extend/modify/cancel the agreement according to the contract period and as per clauses 4(a) and 5 (e) above, subject to the decision of the PAPSCO/Department of Civil Supplies and Consumer Affairs, Govt. of Puducherry.
- e) If the Government Scheme/programme 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.

12. PACKING:

- a) The Raw Rice, Toor dhall, Moong Dhall , Orid Full and Jaggery items should be packed in the 50 Kg. new Poly Propylene bag or A1 Twill gunny bag of 50 Kg. capacity and the spices viz., Cashew Nut in 25 gm pouches, Rain 25 gm pouches and Cardamom in 10 gm pouches with the minimum/maximum capacity specifications with machine stitched and contents on the bags shall confirming to the packing rules in vogue.

- b) Net weight of stock packed should be in standardized bag. The tare weight of the groceries/provisions, new Poly Propylene empty bag shall be considered 160 grams per bag and A1 Twill gunny empty bag for 650 gms and empty pouches shall considered as per packing rules.

13. DURATION AND PLACE OF DELIVERY:

- a) The supplier should start the supply of the ordered quantity of selected/ approved groceries and provisions within the stipulated period as per specification prescribed and **complete delivery should be made at the respective Fair Price Shops of the respective region** or any other place/unit specified by PAPSCO within 7 days from the date of acceptance of offer and delivery should start within 3 days from the date of issue of supply order by the Corporation at the agreed rate including transportation and other expenditure.
- b) The supply should be commenced immediately during 5th week of December 2017 and complete within 7 days(i.e) 1st week of January 2018 (or) as per scheduled date of PAPSCO and as per the requirement of PAPSCO for successful completion of Pongal Free Gift scheme 2018.

14. FURNISHING OF INFORMATION

- a) Supplier shall obtain the details of quantity from PAPSCO till the order gets completed (or) as per the requirement of the Pongal Free Gift Scheme 2018..
- b) Supplier should inform PAPSCO, the quantity to be supplied well in advance by a day (or) prior to the day of supply. **On assigning the area and FPSs/places specified by PAPSCO, the supplier shall supply the items accordingly.**
- c) PAPSCO may undertake pre-dispatch inspection of stock by representative of its own office or any other Govt./private agency entrusted for the purpose at the premises where from the suppliers are going to be made.
- d) Supplier shall furnish a daily report to the authorized officer at the specified place on supply of stocks quantity and item wise delivery through email and fax also.
- e) Supplier should maintain complete account of supplies made and also furnish the details as and when requested by the Authorised Officer **of the respective Region.**

15. ACCEPTANCE OF STOCKS

- a) The supplier should submit sample packets of 250 gms groceries/rice and 25 grams spices of each of all the items to the authorized person of M/s PAPSCO at the unloading point PAPSCO or any other places mentioned by PAPSCO at the respective region. Only on the acceptance of the items and quality by PAPSCO, the supply to FPS or any other place specified to be commenced.

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- b) At the time of delivery of stocks, the stocks may be subjected to quality check by the Authorized representative of M/s PAPSCO at the 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 authorized representative of PAPSCO at unloading points/**goods in transit to destination point** will be final and should not be disputed”.
- c) Stocks conforming to the good quality only are 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 immediately but not beyond 2 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.
- d) Supplied items may be subjected to quality analysis and 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) If the lab report/statement confirms that the quality of the groceries/provisions fails to the prescribed quality and specifications was supplied unfit for human consumption (or) adulterated (or) not satisfied the standards of general features of groceries/provisions, PAPSCO reserves the right either to charge penalty (or) to withhold any payment (or) the payment will not be made to the specific consignment (or) for the entire supply order, as the case may be, which is at the discretion of PAPSCO and should not be disputed by the supplier.

16. RETURNED GOODS

If the Pongal Free Gift Scheme **2018** of Government 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 and consequent to that any quantity available at Fair Price Shops or at any other specified place of PAPSCO to be returned as unutilized should be returned to the supplier and the items and quantity stated to be taken back by the supplier within 30 days from the date of communication, which shall not be questioned by the supplier and take back the returned goods whatsoever completely. PAPSCO will not be responsible for any claim and unsettled due in this regard.

17. ADULTERATION

The supplied material should be without adulteration. If adulteration is noticed in the material supplied the supplier will be prosecuted besides blacklisting the firm and forfeiting the EMD.

18. PAYMENT

- a) The payment of cost at the rate accepted will be made to the supplier **directly by the Department of Civil Supplies & Consumer Affairs, Govt. of Puducherry** for a net quantity of the all items supplied by the bidder within 30 days on submission of the bills in triplicate, bills/**invoices falling in line with GST Invoice Rules 2017 and compliance thereof for Interstate/Intrastate, etc.,** 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 & quantity satisfaction certification and advanced stamp receipt duly verified by the Officer Incharge of PAPSCO at the respective region on receipt of expenditure sanction from the Government of **Puducherry** by the Dept. of Civil Supplies and Consumer Affairs, Puducherry.
- b) **The supplier shall comply with the GST Returns to be filed as per GST Rules 2017 as applicable from time to time and shall not cause any undue/unnecessary delay in filing returns and loss to PAPSCO.**
- 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 the Pongal Free Gift items.
- e) No right to claim any payment before the supply order. However, any payment according to the work completion may be made at the discretion and decision of Department of Civil Supplies & Consumer Affairs, Govt. of Puducherry in fair manner.

19. PENALTY ON DEFAULT/EXTENSION OF TIME

- a) The entire ordered quantity 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 supplier, 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 100 kg per day/ per 250 gms for spices on the value of the quantity supplied after the due date fixed at the time of payment.**
 - (ii) **If the supplier defaults in supply continuously and caused loss to the operation of the scheme, a penalty of Rs.50/- (Rupees fifty only) per 100 kg per day/ per 250 gms for spices (or) 10% of the value of the quantity supplied after the due date fixed (or) 10% of the total contract value or the loss caused for supply, whichever is higher will be charged and be deducted at the time of payment or be claimed from the supplier.**
 - (iii) 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.

- (iv) 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 EMD will be forfeited/Bank Guarantee will be invoked besides blacklisting.
- d) In the event of failure to supply the ordered quantity by the successful tenderer within the stipulated time, the 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.

20. 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 Bills of supply will be forfeited apart from cancellation of award of tender 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, black listing and recovery of consequential losses, if any, sustained by the Corporation on calling of another tender, etc. as the case may be.

21. 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.

22. SUB-LETTING

The supply tender awarded should be executed by the successful tenderers only and sub-letting any of the functions under the tender is not permitted.

23. INDEMINITY

The tenderers shall indemnify the Corporation against all claims which may arise in supply of inferior and low quality of the said Pongal Free Gift items.

24. RIGHTS OF PAPSCO

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

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

(A Government of Puducherry Undertaking)

Regd. Office: Agricultural Complex, Thattanchavady, Puducherry – 605 009

Phone No. (0413) – 2249023 / 2249232 Fax: (0413)2248048

CHECK LIST-I

FOR TECHNICAL BID (PART – I COVER)

S.No	Particulars	State Yes / No
1	Duly filled and signed tender document and technical bid	
2	Tender form fee receipt/DD/Bankers cheque for Rs.1,000/- enclosed	
3	EMD as prescribed above in the form of DD/Bankers' Cheque.	
4	Sample packet of 500 gms each in sealed cover superscribing as SAMPLE – PONGAL FREE GIFT ITEMS 2018 (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 copies of PAN Card and GSTIN Certificate	
9	Certified copies of Income Tax returns for the current year.	
10	Valid VAT Clearance certificate issued by Commercial Tax Officer.	
11	Annexure-II (Financial Undertaking)	
12	Annexure-III (Declaration for Code of Integrity & No Conflict of Interest)	
13	Annexure-IV (Statement of Annual Turnover)	
14	Annexure-V (Affidavit – Declaration of firm not blacklisted)	
15.	Last three years' audited Balance Sheet, Profit & Loss Account and Auditors' Report.	
16	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 PONGAL FREE GIFT ITEMS 2018 for PUDUCHERRY/KKL/MAHE REGION</u> "	
17	Previous experience in supply of rice and groceries/provisions to Govt.Institutions/Public Sectors/Private Companies, if any.	
Note	All these documents (except entire tender document signed) should be scanned and uploaded in the cover in Technical Bid in on-line also.	

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PART – I

TECHNICAL BID

TECHNICAL BID FOR SUPPLY OF PONGAL FREE GIFT ITEMS 2018

1. Name of the Bidder/Firm :
2. Permanent Address :
3. Address of the Head Office of the Tenderer/Firm with Contact no. & Mail id :
4. Address of the branch office in Puduchery or elsewhere in the Union Territory of Puducherry with Contact no.&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. Current trade license issued by the competent Authority (copy to be enclosed) :
8. PAN No. given by the IT Dept. (copy to be enclosed) :
9. Import/Export license license if any Issued by the competent authority :

Affix
Passport
Size
Photograph

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,

(A Government of Puducherry Undertaking)

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10. Valid GSTIN Certificate registered

With the State/UT (copy to be enclosed) :

11. Registration Certificate issued by
the competent authority (copy to
be enclosed) :

12. Previous experience in supply of :
Rice and groceries/sugar to
Govt.Institutions/ Public Sectors
/Private Companies etc.
(copy to be enclosed)
:

13. Annual Turnover (last 3 years) : 2014-15: Rs._____ Crores
(auditors' certified copies should be enclosed) 2015-16: Rs._____ Crores
2016-17: Rs._____ Crores

14. Earnest Money Deposit @ 2% of the rate quoted for the following items (tick the
respective item in the relevant box);

S.No	DD/BC No.	Date	Bank Name	Amount

Sl. No.	Name of the Commodity	Tick the items for which bidder quoted rate and samples furnished		
		Puducherry	KKL	Mahe
1	Raw rice (IR20/ADT39/ADT43/ADT45/ASD16/ Chinna ponni)			
2	Sugar			
3	Toor dhall (unpolished)			
4	Orid dhall (full)			
5	Moong Dhall (Split)			
6	Jaggery (free from moisture)			
7.	Cashew Nut (25 gm retail pouch)			
8.	Raisin (25 gm retail pouch)			
9.	Cardamom (10 gm retail pouch)			

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15. Sample packets of groceries/provisions/spices specified quantity to be enclosed.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE

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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 PONGAL FREE GIFT ITEMS 2018 viz., Raw Rice, Sugar, Toor dhall, Orid Dhall, Moong Dhall , Jaggery, Cashew Nut, Raisin and Cardamom specified by PAPSCO during the period, which was mentioned by me and at the rate quoted by me/us at the destinations specified by 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) Tender application fee in Demand Draft/Bankers's Cheque/RTGS/NEFT bearing No._____, dt.____.12.2017 for i) Tender Application Fee Rs.2,500/- , ii) EMD drawn on _____ (Bank) in favour of M/s. PAPSCO payable at Puducherry.
- 2) Sample packets of 500 gms/100 grams items specified should be enclosed in sealed covers.
- 3) Affidavit as per Annexure – V stating that the Tenderer (or) any of the partners (or) representatives were never black-listed by 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 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 GSTIN Registration Certificate**
- 8) Copy of the Registration Certificate issued by competent authority.

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- 9) Copy of the Trade License issued by the competent authority.
- 10) Copies of the Income Tax returns for the last three years.
- 11) Copy of Import/Export license issued by the competent authority, if any.
- 12) Copy of previous experience in supply of Rice, Sugar & Groceries to Govt.Institutions/Public Sectors etc.

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)

Sl No	Particulars	State Yes / No
1.	Whether the rates are quoted for the items supply i) In 50 Kg. bags for items for Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall , Jaggery, as per the specification mentioned; and ii) In 25 gms pouches for Cashew nut and Raisin; and in 10 gms pouches for Cardamom.	
2.	Whether the quantity and rates are quoted separately at appropriated places for Puducherry, Karaikal and Mahe regions.	
3.	Whether all the pages are duly filled and signed.	
4.	The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of the PONGAL FREE GIFT ITEMS – 2018 viz., Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall , Jaggery, Cashew Nut, Raisin and Cardamom. a) Bidder shall enter the name of the firm on BoQ only. b) Bidders are requested not to edit or change any item or quantity. c) Rates are to be filled only on BoQ (in .xls format) sheet only. Note: The Price Bid(BoQ) should not be kept inside the Technical Bid cover and such bid will be summarily rejected.	

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PART – II

PRICE BID (Bill of Quantity)

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

The Price bid should be quoted as per the specification for supply of PONGAL FREE GIFT ITEMS viz., Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall, Jaggery, Cashew nut, Raisin and Cardamom *AND THE RATE is “NET RATE” for net weight of the items and INCLUSIVE OF THE COMMODITY, PP/GUNNY BAG/POUCH, PACKING CHARGES, GST (IGST or CGST or SGST), ALL DUTIES, CESSSES AND ANY OTHER STATUTORY TAXES IN VOGUE and AS APPLICABLE FROM TIME TO TIME IN THE RESPECTIVE STATE AND ALL EXPENDITURES OF LOADING CHARGES, TRANSPORTATION, TRANSIT INSURANCE, UNLOADING CHARGES AT FAIR PRICE SHOPS OR AT ANY OTHER PLACES SPECIFIED BY PAPSCO AT PUDUCHERRY, KARAIKAL & MAHE REGIONS OF UNION TERRITORY OF PUDUCHERRY (i.e) TILL THE LANDING POINT).* The Tenderer has to bear the additional taxes or any other duty imposed by the Government from time to time.

The tentative requirement for Pongal Free Gift Scheme 2018 is as given below. The quantity may likely to be increased or decreased. The rate contract may be extended for one (or) two months (or) more (or) reduced according to the decision of M/s 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 only as per the specification below & Branded/Agmark items

PUDUCHERRY AGRO PRODUCTS, FOOD & CIVIL SUPPLIES CORPORATION LTD.,

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Sl. No	Name of the Commodity *(Items 1 to 6 in 50 kg. bag and items 7-9 in retail pouches) <i>(THE RATE/KG. QUOTE FOR *ITEMS AS ABOVE“ shall be NET RATE” for net weight the items INCLUSIVE OF THE COMMODITY, PP/GUNNY BAG/ POUCH, PACKING CHARGES, GST GST (IGST or CGST or SGST), ALL DUTIES, CESSSES AND ANY OTHER STATUTORY TAXES IN VOGUE AND AS APPLICABLE from time to time IN THE RESPECTIVE STATE AND ALL EXPENDITURES OF LOADING CHARGES, TRANSPORTATION, TRANSIT INSURANCE, UNLOADING CHARGES AT FAIR PRICE SHOPS OR AT ANY OTHER PLACES SPECIFED BY PAPSCO AT PUDUCHERRY, KARAICAL & MAHE REGIONS OF UNION TERRITORY OF PUDUCHERRY (i.e) TILL THE LANDING POINT)</i>	Tentative Req.(kg)	Units	Rate Offered (Rate per kg inclusive of all taxes, expenses till unloading point as stated in coloum No.2) (please quote the rates as required in BoQ in online)
1.0	Raw rice(IR20/ADT39/ADT43/ADT45/ ASD16/ Chinna Ponni)–(in 50 Kg. bag)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Raw Rice
1.1	Puducherry	2,50,000	1 kg	
1.2	Karaikal	57,000	1 kg	
1.3	Mahe	8,000	1 kg	
2.0	Sugar (in 50 Kg. bag)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Sugar.
2.1	Puducherry	2,50,000	1 kg	
2.2	Karaikal	57,000	1 kg	
2.3	Mahe	8,000	1 kg	
3.0	Toor dhall (unpolished)- (in 50 Kg. bag)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Toor dhall
3.1	Puducherry	1,25,000	1 kg	
3.2	Karaikal	28,500	1 kg	
3.3	Mahe	4,000	1 kg	
4.0	Orid dhall (full) – (in 50 Kg. bag)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Orid dhall
4.1	Puducherry	1,25,000	1 kg	
4.2	Karaikal	28,500	1 kg	
4.3	Mahe	4,000	1 kg	

5.0	Moong Dhall (Split) – (in 50 Kg. bag)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Moong dhall
5.1	Puducherry	1,25,000	1 kg	
5.2	Karaikal	28,500	1 kg	
5.3	Mahe	4,000	1 kg	
6.0	Jaggery (free from moisture) (in 50 Kg. bag)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Jaggery
6.1	Puducherry	1,25,000	1 kg	
6.2	Karaikal	28,500	1 kg	
6.3	Mahe	4,000	1 kg	
7.0	Cashew Nut (in 25 gm pouches)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Cashew nut
7.1	Puducherry	6,250	1 kg	
7.2	Karaikal	1,425	1 kg	
7.3	Mahe	200	1 kg	
8.0	Raisin (in 25 gm pouches)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Raisin
8.1	Puducherry	6,250	1 kg	
8.2	Karaikal	1,425	1 kg	
8.3	Mahe	200	1 kg	
9.0	Cardamom (in 10 gm pouches)			The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Cardamom
9.1	Puducherry	2,500	1 kg	
9.2	Karaikal	570	1 kg	
9.3	Mahe	80	1 kg	

V*

The Bill of Quantity (BoQ) must be uploaded after entering the rate in the BoQ for the Technical Specifications of Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall, Jaggery, Cashew Nut, Raisin and Cardamom for the respective region.

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

SIGNATURE OF THE TENDERER

NAME:

SEAL:

DATE :

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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 PONGAL FREE GIT ITEMS 2018 viz., Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall , Jaggery, Cashew Nut, Raisin and Cardamom 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 will strictly abide by the terms and conditions of the tender. In the event of non-supply of ordered quantity of Raw rice, Sugar, Toor dhall, Orid dhall, Moong Dhall , Jaggery, Cashew Nut, Raisin and Cardamom or non-fulfillment of contract by me/us EMD/Performance Security or any amount available with PAPSCO are liable to be forfeited/Bank Guarantee will be invoked, award of supply contract stands cancelled besides blacklisting me/us.

SIGNATURE OF THE TENDERER

NAME:

ADDRESS:

ANNEXURE – III

**COMPLIANCE WITH THE CODE OF INTEGRITY AND
NO CONFLICT OF INTEREST**

Any person participating in procurement process shall –

- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- iii. not indulge in any collusion, Bid rigging or anti-competitive behavior 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;
- 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, tenderable 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 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

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- 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 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 tender.

SIGNATURE OF THE TENDERER

NAME:

SEAL :

DATE :

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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 trade/general business including trading of Rice, Groceries, Sugar and Spices 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.	2014-15	
2.	2015-16	
3.	2016-17	

During the above years, the average monthly turn over is Rs. _____ Crores (2014-15), Rs.
_____ Crores (2015-16) and Rs. _____ Crores (2016-17).

Further, M/s. _____ is eligible and
capable in trading of Groceries & Provisions of the required quantity.

(Signature of the Auditor)

For M/s. _____
Chartered Accountants

Name of Chartered Accountant
Membership No.

Seal/ Stamp

Place :

Date :

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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 Essential commodities including Rice, Groceries, Sugar and Spices.
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 _____ the day of _____ that the contents of this above affidavit are true and correct to the best of my knowledge and belief.

Proprietor/Partner/Director/Karta