

HIMACHAL PRADESH
GENERAL INDUSTRIES CORPORATION LIMITED,
Regd. Office: Himrus Building, Cart Road, SHIMLA-171001
Phone No. 0177-2624438, 2624824; FAX- 0177-2624925

Pur-1/ENAL-3540

Dated 08/03/2024.

**TENDER NOTICE FOR PURCHASE OF 42.50 LAKH BL
EXTRA NEUTRAL ALCOHOL(ENA) FOR THE FINANCIAL YEAR 2024-25**

Sealed tenders are invited from the manufacturers of Extra Neutral Alcohol (ENA) for purchase of 42.50 Lac BL of ENA to be supplied from April, 2024 and to be completed on or before 31-03-2025 for HPGIC Country Liquor Bottling Plant, Mehatpur, Distt.-Una, HP (30.00 Lakh BL) and Country Liquor Bottling Plant, Parwanoo, Distt.-Solan HP (12.50 Lakh BL) on F.O.R destination and exclusive of all taxes, export duty, import duty (as per chapter 4.4 clause-A sub clause-vi of HP Excise Policy for the year 2024-25) etc. for the financial year 2024-25, so as to reach this office complete in all respects on or before **28-03-2024** upto **2.00 PM** alongwith earnest money in the shape of demand draft/RTGS/NEFT in SBI A/c No. 55012850082 IFSC SBIN0050118 in favour of HPGIC, Shimla.

The detailed terms & conditions of the tender notice alongwith chapter 4.4(A)(vi) of Excise Policy can be obtained from this office on any working day or can be downloaded from our website www.hpgic.co.in. Any addendum/corrigendum in relation to this tender notice will only on official website of the Corporation i.e. www.hpgic.co.in. All the interested parties may please keep visiting our official website for updates. The tender will be opened on **28-03-2024** at **2.30 PM** in the presence of the tenderers or their authorized representatives who wish to be present. Negotiations, if required, will be held with L-1. The undersigned reserves the right to accept/reject any/all tender without assigning any reason. The detail of the supply of ENA to be made against each unit is given as under:-

Description	Name of the Unit	Quantity (in BLs)	Earnest money
Extra Neutral Alcohol (ENA) – Min. 96% purity confirming to IS: 6613 IS Standard - 68° OP	CLBP Mehatpur, Distt.- Una, HP	30.00 Lakh BL	Rs.3.00 Lakh
	CLBP Parwanoo, Distt.-Solan, HP	12.50 Lakh BL	Rs. 2.00 Lakh


Ashutosh Garg, IAS
MANAGING DIRECTOR

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Pur-1/ENA/

Dated 05/03/2024.

TERMS & CONDITIONS FOR PURCHASE OF EXTRA NEUTRAL ALCOHOL (ENA)
FOR THE FINANCIAL YEAR 2024-25

1.	Quantity	CLBP Mehatpur, Distt.- Una, HP- 30.00 Lakh BL ENA CLBP Parwanoo, Distt.-Solan, HP- 12.50 Lakh BL ENA
2.		Tender should be sent in two sealed envelopes referring Technical Bid and Financial Bid and date of opening on the envelope along with sign and stamp on each page of terms and conditions as acceptance of the terms and conditions of the tender document. The tender will be opened on 28-03-2024 at 2.30 PM in the presence of tenderers or their authorized representative, if any, in the office of the Managing Director, HP General Industries Corporation Ltd, Himrus Building, Cart Road, Shimla-171 001. Requirement of Technical Bid- i) Earnest Money (ii) Balance-sheet and statement of Profit & Loss Accounts indicating Annual Turnover (iii) Affidavit of non blacklisting by any Govt. Deptt., Board, PSUs (Central or State) (iv) Acceptance of Terms & Conditions (v) Copy of GST Registration (vi) PAN/TIN/CIN (vii) Memorandum of Association & Article of Association in case of company and partnership deed in case of partnership firm (viii) Authority letter in case of representative (ix) Bank Account Number_____IFSC Code_____ alongwith cancelled cheque. The Financial Bid will be opened in case of Companies/Firms who fulfill the mandatory requirement of technical bid.
3	Specifications	The Extra Neutral Alcohol(ENA) to be supplied should be 96% purity confirming to IS:6613 IS Standard – 68°OP.
4	Rate	<ul style="list-style-type: none"> The prices should be on per bulk litre and F.O.R. destinations exclusive of all taxes (Import duty, entry tax, export pass fee/ excise duty, CST/VAT, Insurance & freight etc) as applicable as per HP Excise Policy 2024-2025, at CLBP Mehatpur, Distt. Una, HP and CLBP Parwanoo District- Solan, HP. L-1 will be decided on lowest landing rates at both the destinations i.e. Country Liquor Bottling Plant, Mehatpur, Distt-Una (HP) and Country Liquor Bottling Plant Parwanoo District –Solan, HP.
5	Supply schedule	Supply schedule will be given separately from time to time.
6	Mode of Measurement	In case of F.O.R. supplies, the supplier shall deploy calibrated tankers duly certified by Competent Authorities in this regard. Each tanker should accompany the dip rod and gauge chart, duly certified and in the absence of the same, the tanker might not be decanted.
7	Export/ Import Permission	The supplier will have to arrange export permission from respective Excise Authorities of the State in favour of HPGIC, Country Liquor Bottling Plant, Mehatpur, Distt-Una (HP) and CLBP Parwanoo District Solan HP immediately after order is placed which will, however, be subject to receipt of Import Permission from HP Government Excise Authorities.
8	Payments	Payment shall be made to the supplier by General Manager, Country Liquor Bottling Plant, Mehatpur / Parwanoo on production of verified bills along with certificate issued by the Excise Department duly verified regarding quantity and quality by GM, Country Liquor Bottling Plant, Mehatpur / Parwanoo and counter checked and verified by the Accounts Department of both the Plants within ten days. In case the supplier request for payment through Bank Draft, Commission/Bank charges shall be borne by them. The successful tenderers will have to provide complete bank address, Bank Account number/IFSC code/cancelled cheque to enable the corporation to make the payments through NEFT/RTGS etc. and the charges, if any, on this account will be debited to the tenderer/supplier. The Bank Account details once submitted cannot be changed during the currency of contract period.

9	Negotiation	If required, negotiation will be held with L-1 party.
10	Registration Certificate	The tenderer should specifically declare as to whether his company/firm is registered under MSME Act, 2006 or not. If so, the tenderer is required to submit the Registration Certificate to this effect with the tender document.
11	Liability on account of Excess Wastage etc.	The transit loss for more than 0.5% as allowed in Excise Act will have to be borne by the supplying Distillery. We shall intimate the distillery concerned for wastage over and above 0.5% and the distillery will have to depute representative for verification of the above loss within two days, failing which the quantity of loss in transit shall be treated as final.
12	One Month Notice	In case, the Corporation do not require part or entire quantity due to unavoidable circumstances, the Corporation will serve one month notice in advance for cancellation of the part or entire order during the period of contract.
13	Accidental Losses	In case of accident of tanker suppliers shall be responsible for making good the loss caused to Country Liquor Bottling Plant, Mehaptur and Parwanoo on F.O.R. rate.
14	Insurance	Insurance of material in transit shall be arranged by the supplier at their own cost on F.O.R. rate.
15	Agreement & Security Deposit	The successful tenderer (s) will have to execute an agreement with CLBP Mehaptur and Parwanoo on the terms and conditions of the tender document on judicial stamp paper duly signed by himself or through his authorized representative and also have to deposit security amount equal to 2% of the value of the order for faithful execution of the contract which will be refunded only after successful completion of the order. However, no interest will be payable for the period of security amount remains with the Corporation.
16	Earnest Money	The tender must be accompanied by required earnest money in the shape of bank draft of any "scheduled bank" drawn in favour of HP General Industries Corporation Ltd, Shimla. However, the Corporation will not be liable to pay any interest thereon. The amount of earnest money shall not be accepted through cheque under any circumstances.
17	Award letter	The tender can be awarded on more than one party at the discretion of the Managing Director, HPGIC.
18	Increase/decrease in quantity	The Managing Director reserves the right to increase/decrease the quantity of ENA as per tender notice upto $\pm 25\%$ as per our requirement.
19	Obligation	It will not be obligatory on the part of the Corporation to purchase entire / part quantity of ENA as per tender notice.
20	Rejection	Conditional, unsigned, late and delayed tenders and tenders received without earnest money shall not be considered / entertained. In case, the date of opening happened to be holiday, the tender will be opened on the next working day.
21	Force Majeure	Any increase/decrease in statutory taxes/GST/levies/VAT etc. shall be binding on both the parties during the currency of the contract for the year 2024-25 .
22	Authorized Signatory	Tender(s) shall only be signed by the authorized signatory along with the seal of the firm.
23	Discretionary Power	<ul style="list-style-type: none"> The Corporation reserves the right to place the order in parts or as a whole to one tenderers. The Managing Director of this Corporation reserve the right to accept/ reject any / all tender without assigning any reason.

24	Registered Manufacturer	Manufacturers registered only for potable alcohol in their respective excise authority should quote the rate along with copy of the license issued by their Excise Authority, GST, Vat, Sales Tax etc.
25	Penalty / forfeiture of security/ cancellation of order	For failure to supply the ENA as per supply schedule and for violation of any other terms & conditions of the contract/supply order, the undersigned reserves the right to withhold the payment, cancel the supply order and forfeit the security amount. In case, any purchases are required to be made from alternate sources necessitated due to failure of the supplier to supply the ENA as per the supply schedule / order, the amount of difference of rates of such risk purchases shall be recoverable from the supplier.
26	Defaulters/ Blacklisted	The manufacturer Company/Firm should not have been blacklisted by any Govt. Department, Board, PSU's (Central or State) over India during last five years. Hence, the manufacturer Company/Firm shall submit an affidavit regarding non-blacklisting/ Debarment on non-judicial stamp paper of Rs.100/-.
27	Addendum/ corrigendum	Any addendum/ corrigendum in relation to this tender notice will only be hoisted on official website of the Corporation i.e. www.hpgic.co.in . All the interested parties may please keep visiting our official website for updates.
28	Dispute	If any difference of opinion arises between the Corporation and the contractor / supplier on this agreement and the implementation thereof, the decision of the Managing Director of the Corporation shall be final and binding on the contractor/ supplier.
29	Arbitration	All disputes arising between the parties as to the interpretation, operation or affect of any clause of this tender document or any other differences arising between the contractor/ supplier and the Corporation, which cannot be mutually resolved shall be referred to the arbitration of Administrative Secretary (Industries), Govt. of HP by the party in writing, as per the provision under Arbitration & Reconciliation Act, 1996 and as amended from time to time. The decision of such an Arbitrator shall be binding on both the parties.
30	Jurisdiction of courts	All disputes shall be settled within the jurisdiction of courts at Shimla only.


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MANAGING DIRECTOR

13.	Duty on Malt Spirit	Rs. 25.00 per bulk litre
14.	Duty on Beer manufactured by L-10C license	Rs. 26.00 per bulk litre
15.	Duty on Draught Beer	Rs. 33.00 per bulk litre

4.3 EXPORT FEE

The export fee on various kinds of liquor shall be levied at the following rates: -

Kind of liquor	Rate of Export Fee
i) Indian Made Foreign Spirit	Rs. 1.00 per proof litre.
ii) Beer:	
(a) With alcoholic contents upto 5%.	Rs. 0.50 per bulk litre.
(b) With alcoholic contents above 5% and upto 8.25%	Rs. 0.55 per bulk litre.
iii) Rectified Spirit	Rs. 0.35 per bulk litre.
iv) Country Liquor	Rs. 0.15 per proof litre.
v) Malt Spirit.	Rs. 3.00 per bulk litre.
vi) Sweet Products (Wine & Cider etc.)	Rs. 1.00 per bulk litre.
vii) ENA	Rs. 0.35 per bulk litre

4.4. OTHER LEVIES:

(A) IMPORT FEE:

- (i) Import Fee on the following kinds of liquor imported from outside Himachal Pradesh shall be levied at the following rates :-

Kind of Liquor	Import Fee
(i) Bottled IMFS	Rs. 34.00 per proof litre
(ii) Beer	Rs. 11 per bottle/unit of 650 mls. Rs. 10 per can/pack size of 500 mls Rs. 8 per can/pack size of 330 mls.
(iii) RTD beverages	Rs. 12.00 per bulk litre
(iv) Wine and Cider (i.e. Indian Made and Imported)	Rs. 16.50 per bulk litre
(v) Malt Spirit/MMS/ HBS / CJS & VMS	Rs. 16.50 per bulk litre
(vi) ENA.	Rs. 1.50 per bulk litre (for sale in H.P. and for sale in export). In addition to this, before issuing the ENA to manufacture of Country Liquor/IMFL meant for sale in H.P. the differential amount Rs. 7.50 per bulk litre shall be deposited as transfer fee by the manufacturer of Bottling Plants/Distillery. This transfer fee shall not be charged on ENA procured from the Distilleries situated within the State as already the transfer

	fee @ Rs. 5.00 per bulk liter is being charged at the time of issue of permit for procurement of ENA.
(vii) All kinds of spirits mentioned in the license in form L-19 and L-19A licensees (excluding spirits used for manufacture of hand sanitizer/hand rub)	Rs. 12.00 per bulk litre
(viii) All kinds of spirits whether ethyl alcohol or denatured procured by L-19A & L-19 licensees for manufacturing of sanitizer (hand sanitizer/hand rub)	Rs. 17.00 per bulk litre

Provided further, that duty shall not be levied on rectified spirit supplied to the Government and Charitable Hospitals/dispensaries and Educational Research Institutions approved by the Government; in accordance with the provisions of H.P. Fiscal Orders 1965.

- (i) The above Import Fee shall be recoverable at the time of issue of import permit or pass.
- (ii) No import Fee shall be charged on country liquor.

(B) A permit fee @ Rs. 0.50 per bulk litre shall be applicable wherever there is requirement of permit except for the permit issued for inter/intra district quota transfer.

(C) ADDITIONAL LICENSE FEE ON COUNTRY LIQUOR AND IMFL:-

- i. An additional License Fee @ Rs. 5.50 per quart bottle of 750 Mls. capacity shall be charged, on the Country Liquor meant for sale on the L-14 & L-14-A licensed vends.
- ii. An Additional License Fee @ Rs. 5.50 per quart bottle of 750 Mls. capacity shall be charged, on the sale of foreign spirit including Indian Made Foreign Spirit, meant for sale on the L-2, L-14, L-14-A licensed vends. This Additional License Fee shall also be payable on such foreign spirit as is meant for sale by the L-3, L-4, L-5, L-3A, L-4A, L-5A and L-12A, L-12-B and L-12-C licenses at the time of lifting of supplies by these licensees from the L-1 wholesale vend.
- iii. Out of the additional license fee collected as per 4.4 (C) (i) & (ii) an amount of Rs.2/- per bottle shall be allocated towards the Panchyati Raj Institutions. Further Rs.1/- shall be allocated towards the ambulance services fund of the Department of Health and Rs. 2.50 towards the GaudhanVikas Nidhi.
- iv. No Additional License Fee has been prescribed on sale of beer, wine, cider and RTD beverages.
- v. The additional License Fee shall be payable by the licensee before obtaining permit/pass for the transport of liquor.
- vi. The Additional License Fee shall not be payable on CSD supplies.
- vii. The Milk Cess on liquor for the year 2024-25 is as under :-

Sr. No.	Type of Liquor	Milk Cess
1.	Country Liquor	Rs. 10.00 per bottle
2.	IMFL	Rs. 10.00 per bottle
3.	Beer/RTD/Indian Made	Rs. 10.00 per bottle
4.	Foreign Imported Liquor (BIO)	Rs. 10.00 per bottle