



ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A State Government Undertaking)

REQUEST FOR PROPOSAL

Appointment of suppliers for supply of Digital Non-Automatic Weighing Instrument (Hanging Type) for Mobile Dispensing Units, as per the specifications indicated in the tender schedule through AP e-Procurement platform

Head. Office: 10-152/1, Sri Sai Towers,
Bandar Road, Kanuru, Vijayawada – 520007
Phone Nos: 0866-2551912 Fax No: 0866-2551913
Web site: www.apscscl.in

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ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
(A STATE GOVERNMENT UNDERTAKING)

Head Office:10-152/1, Sri Sai Towers,
Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

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1. TENDER DETAILS

Sl. No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.,
2	District	All districts in Andhra Pradesh
3	Tender Number	Lr. No.PDS.3/32/NAWI/MDU/2020, Dated: 21.09.2020
4	Tender Subject	Appointment of suppliers for supply of Digital Non-Automatic Weighing Instrument (Hanging Type) for Mobile Dispensing Units, for distribution of rice at the doorstep of card holders under PDS, as per the specifications indicated in the tender schedule through AP e-procurement platform
5	Period of Contract	As given in the tender schedule
6	Form of Contract	Price Quoted
7	Tender Type	Open
8	Tender Category	Products
9	EMD	As mentioned in Annexure 1
10	EMD – Mode of Payment	The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated Challan. The details shall be entered while submitting the technical tender in e-procurement portal.
11	Volume of Work	Supply of 9260 No's Digital Non-Automatic Weighing Instrument (Hanging Type). Zone

		Wise Requirement is as indicated in Tender Document at Annexure - I
12	No. of Schedules (Zones)	4
13	Bid validity	60 days from the date of opening of bids on the e-procurement platform.
14	Contract Period	1 Year
15	Transaction Fee (Non-Refundable)	<p>Transaction fee: All the participating bidders who submit the bids must pay</p> <ol style="list-style-type: none"> An amount@ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores (or) An amount of Rs.25000/- if the purchase value is above Rs.50 crores plus GST applicable on transaction fee through online in favor of MD, APTS. The amount payable to APTS is nonrefundable. <p>Corpus Fund: Successful bidder shall pay corpus fund to APTS</p> <ol style="list-style-type: none"> An amount @ 0.04% of the contract value with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50 Crores (or) An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above Rs.50 Crores to sustain e-procurement initiatives, Research and Development of software application for automation for processes in user departments.
16	Transaction Fee Payable to	Andhra Pradesh Technology Services Ltd, Vijayawada online payment only
17	Bid Document Download start date	<u>22..09.2020 5.00 PM onwards</u>
18	Bid Document Download end date	<u>28.09.2020 at 4:00 PM</u>
18a	Last Date and Time for receipt of online Bids	<u>28.09.2020 at 4:00 PM</u>

19	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	<u>28.09.2020 at 4:30 PM</u>
20	Price Bid Opening Date and Time (Financial Bid Stage)	<u>30.09.2020; 10:30 AM onwards</u>
21	eTender start date	<u>30.09.2020; 11:00 AM</u>
22	Place of Tender Opening	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
23	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
24	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
25	Contact Details/ Telephone, E-Mail ID	Asst Manager (PDS) Mobile No: 7702003524, Land Line phone: +91-866-2551912, e-mail ID: pdsho.apscsc@ap.gov.in
26	Procedure for document submission	<p>The bidder shall submit his documents to the tender on e- procurement platform at https://tender.apecurement.gov.in by following the procedure given below:</p> <p>,1. The bidder would be required to register on the e-procurement market place https://tender.apecurement.gov.in.</p> <p>2.The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid in the online standard formats displayed in e-procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificate/documents in the e-procurement web site. The bidder shall sign on</p>

the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the submission of documents as per the tender notice.

Registration with e-procurement platform:

For registration and online submission, bidders may contact Help Desk of e-procurement platform, <https://tender.apecurement.gov.in>.

Digital Certificate authentication: -

The bidder shall authenticate with his Digital Certificate for submitting the documents electronically on e-procurement platform and the documents not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

For obtaining Digital Signature Certificate, you may please contact Registration Authorities of any Certifying Authority in India. The Lists of CAs are available by clicking the link <https://tender.apecurement.gov.in/digital-signature.html#>

Deactivation of Bidders:

	<p>The bidders found defaulting in submission of eligible documents online will not be accepted by the AP e-procurement platform.</p> <p>Tender Document:</p> <p>The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification for any doubt from the Tender Inviting Authority. Any offline submission of the tender document shall not be considered.</p> <p>The bidder must keep track of any changes by viewing the addendum / Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the e-procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.</p> <p>Online Submission Acknowledgement:</p> <p>The bidder should complete all the processes and steps required for online submission. The system will generate an acknowledgement with unique submission number after completing all the prescribed steps and processes by the bidder. Users may also note that for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid submissions are not made available to the Tender inviting</p>
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		Authority for processing the bids. The Government of AP and M/s APTS is not responsible for incomplete bid submission by users.
27	General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail: pdsho.apscsc@ap.gov.in

A Swaya Kumari
VC & MANAGING DIRECTOR

Appointment of suppliers for supply of Digital Non-Automatic Weighing Instrument (Hanging Type) for Mobile Dispensing Units, for distribution of rice at the doorstep of card holders under Public Distribution System (PDS) as per the specifications indicated in the tender schedule through AP e-Procurement platform

Andhra Pradesh State Civil Supplies Corporation Limited is registered under Companies Act, 1956 and amendments issued from time to time, having its Head Office at :10-152/1, Sri Sai Towers, Ashok Nagar, Kanuru, Bandar Road, Vijayawada-520007 has invited participation in eTender on ap procurement eTender Platform from the registered manufacturers for supply of Digital Non-Automatic Weighing Instrument (Hanging Type) to be incorporated in Mobile Dispensing Units for distribution of rice at the doorstep of card holders under PDS to the designated District Head Quarters. The procedure for enrolment, registration and terms and conditions under the eTender mode for supply of Digital Non-Automatic Weighing Instrument (Hanging Type) is detailed in the RFP.

Interested Tenderers may visit websites <https://tender.apecurement.gov.in> and www.apscscl.in to view and download tender documents at free of cost.

In order to participate in the tender, the tenderers shall register in <https://tender.apecurement.gov.in> and shall obtain Digital Signature Certificates from any other Certifying Registration Authority in India.

2. SCOPE OF WORK

2.1 Andhra Pradesh State Civil Supplies Corporation Ltd. Vijayawada (hereinafter referred to as Corporation or through its abbreviation APSCSCL) invites applications for empanelment of suppliers for supply of Digital Non-Automatic Weighing Instrument (Hanging Type), to be incorporated in Mobile Dispensing Units for distribution of rice at the doorstep of card holders under PDS, to be delivered at the designated District Head Quarters as per the detailed specifications mentioned in the RFP.

2.2 The APSCSCL has decided to follow eTender mode for inviting bids from eligible manufacturers of Digital Non-Automatic Weighing Instrument (Hanging Type) as per the eligibility criteria mentioned in Section 3.

2.3 In order to facilitate manufacturers of Digital Non-Automatic Weighing Instrument (Hanging Type), to participate in eTender process, Registration with <https://tender.apecurement.gov.in>

is mandatory. The intending parties may follow the procedure for registration as detailed in Section 4.

- 2.4 Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of eTender. Details of such amendments will be uploaded in the website www.apscscl.in for the information of participants.
- 2.5 The detailed Technical specifications of Digital Non-Automatic Weighing Instrument (Hanging Type) are as mentioned in Annexure 2
- 2.6 The tenderer will be required to make online payment of EMD as per the details mentioned in Section 7. The intended parties fail to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her bids for the respective Tender.
- 2.7 The bids received within the stipulated time frame shall be evaluated as per the procedure mentioned in *Section 6*, and those bidders who qualify as per the eligibility criteria only will be allowed to participate in the e-reverse Tender.
- 2.8 The successful bidder(s) will be required to execute an agreement as mentioned in *Section 17*
- 2.9 The authorized officials may inspect the manufacturing unit at any time before the dispatch.
- 2.10 The **Pre and Post-dispatch inspection and evaluation of samples** will be carried out in accordance with specified quality parameters as per the procedure mentioned in *Section 10*. The Manufacturer will be solely responsible for all types of quality issues.
- 2.11 The delivery of Digital Non-Automatic Weighing Instrument (Hanging Type) as per the work order to the designated locations should follow the Terms as mentioned in *Section 11*
- 2.12 Successful Tenderer(s) should provide **1-Year Guarantee and 5-Years COMPREHENSIVE warranty** shall be provided.
- 2.13 Successful Tenderer(s) is responsible for Verification and Calibration of Digital Non-Automatic Weighing Instrument (Hanging Type) for the units supplied and the cost of verification shall be borne by the suppliers.
- 2.14 Successful Tenderer(s) must attend for any repairs for Digital Non-Automatic Weighing Instrument (Hanging Type) within 48 hours of grievance raised, failing which a penalty of Rs. 200/- per working day will be attracted.

3. ELIGIBILITY / PREQUALIFICATION CONDITIONS

- 3.1 Manufacturers of Digital Non-Automatic Weighing Instruments (Hanging Type) are eligible to participate in the Bid. One Authorized dealer, who appointed through CA certification/ Board Resolution of manufacturer of weighing Instruments, is also eligible to participate in the bid duly submitting the relevant documents of the manufacturer/s. The Board Resolution/Authorization Letter shall be uploaded along with technical tender.
- 3.2 Manufacturer should be a legal entity (company, partnership firm, one-person company, sole proprietorship) with valid license issued by controller, Legal Metrology of the respective state.
- 3.3 Manufacturer shall have Model approval issued by the Government of India for digital NAWI (Hanging Type)
- 3.4 Manufacturer must specify certifications to their Digital Non-Automatic Weighing Instrument (Hanging Type) such as ISO/BIS/NABL accreditations etc.,
- 3.5 Procurement of Digital Non-Automatic Weighing Instrument (Hanging Type) may be adapted wherever required as per Government of India revised Public Procurement (Make in India) order 2017 vide Order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 as per annexure.
- 3.6 The bidder should have **minimum three (3) years of experience** in manufacturing and supplying of Digital Non-Automatic Weighing Instrument, with an average turnover not be less than Rs. 15 Crore per annum (Fifteen Crore Rupees per annum) and Shall produce last 3 years (FY 2017-18, FY 2018-19 and 2019-20) audited financial statements.
- 3.7 The Manufacturer should not be blacklisted either by the APSCSCL or by any Government undertakings in case of Authorized Dealer participating in the bid, both the Manufacturer and the Authorized Dealer should not be blacklisted.
- 3.8 The Manufacturer should have a GST number under GSTN/GST Act.
- 3.9 The Manufacturer should have experience of catering to large scale orders and shall submit the following
- 3.9.1 Documentary evidence, attested by Chartered Accountant, to the effect that the supplier has supplied at least **1000 Digital Non-Automatic Weighing Instrument** in each of the last 3 years (FY 2017-18, FY 2018-19 and 2019-20), and

3.9.2 Documentary evidence, attested by Chartered Accountant, to the effect that the supplier has supplied minimum of 5000 digital NAWI in all the 3 preceding years (FY 2017-18, FY 2018-19 and 2019-20) put together.

3.10 The Manufacturer should have the capacity to supply the entire requirement of Digital Non-Automatic Weighing Instrument (Hanging Type) for the Zone concerned as per the specifications given by APSCSCL. The supplier shall have required production, process and allied facilities with all the permissions from the competent authorities.

4. INSTRUCTIONS FOR SUBMITTING THE TENDER AND DOCUMENTS TO BE FURNISHED ALONGWITH APPLICATION FOR REGISTRATION:

The instructions to be followed for submitting the tender are as below:

- 4.1 The tenderer shall register with <https://tender.apecprocurement.gov.in>.
- 4.2 The tenderer shall obtain DSC key with digital encryption certificate from any Certifying Authorities in India.
- 4.3 Copy of following documents to be furnished along with the application: –
 - 4.3.1 Valid manufacturers license issued by the controller of legal Metrology.
 - 4.3.2 Model approval certificate issued by the Government of India for digital NAWI (Hanging Type)
 - 4.3.3 In case authorized dealer is participating in the bid, the board resolution/authorization letter of the manufacturer shall be uploaded.
 - 4.3.4 Certificate of registration of the bidder's Company / Certificate of Incorporation from Registrar of Companies (ROC), Ministry of Company Affairs, Govt. of India shall be submitted.
 - 4.3.5 Udyog Aadhaar Memorandum (UAM) or Copy of Entrepreneur Memorandum-II (EM)
 - 4.3.6 Factory License
 - 4.3.7 Turnover Certificate from Chartered Accountant as per the format provided in *Annexure 3 – Format for Turnover Certificate*

- 4.3.8 Audited / Provisional (2019-20) Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for last 3 years financial years (FY 2017-18, FY 2018-19 and 2019-20)
- 4.3.9 Income Tax Returns (FY 2017-18 & FY 2018-19)
- 4.3.10 Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government undertakings in the format given in *Annexure 4 – Affidavit* duly signed by the authorized signatory
- 4.3.11 In case of partnership firm or Co-operative or Corporate, the Manufacturing Units should furnish a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association as the case may be.
- 4.3.12 In case of partnership firms, the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners.
- 4.3.13 In case of Cooperative/corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished. In case of leased firm, a copy of the lease deed document shall be furnished.
- 4.3.14 The firm should furnish letter of authority or Power of Attorney (PoA) for having authorized the respective person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.
- 4.3.15 GSTIN, PAN
- 4.3.16 The address proof of the authorized signatory viz., PAN Card/copy of passport / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- 4.3.17 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm and certified by the concerned banker.
- 4.3.18 The application form mentioned in Annexure VIII shall be filled, signed and submitted.
- 4.3.19 The tenderer shall submit Financial Bid along with Technical Bid as per Annexure IX

4.3.20 The RFP document shall be signed and submitted along with tender in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.

4.4 The participation is Zone wise and the prospective Tenderer should register for all Zones. The list of Zone wise requirement of Digital Non-Automatic Weighing Instrument (Hanging Type) is detailed in Annexure 1. The quantities indicated in respect of each Zone may vary depending upon the requirement and demand as indented by the department from time to time.

4.5 The completed Technical bid along with relevant documents, Financial bid and EMD shall be uploaded on e-procurement portal by 28.09.2020 at 4.00 P.M as per the instructions mentioned in *Section 4*, Submission of Physical Tender is strictly prohibited.

5. EVALUATION OF APPLICATION

5.1. The applications received after the due date will not be allowed for submission. However, APSCSCL has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website www.apscscl.in as well as e-procurement portal.

5.2. The Corporation evaluates the technical bids based on the documents submitted in the technical tender. The tenderers submitting valid documentary evidences for all the eligibility criteria's / conditions as mentioned in Section 3 & Section 4 will only be considered for Technical qualification.

5.3. After technical qualification, Corporation allows the successful tenderers to participate in the e-reverse Tender to be conducted on <https://tender.apecurement.gov.in>

5.4. The technical tenders without prescribed EMD will summarily be rejected.

5.5. The registered tenderers shall not be intimated individually on being technically qualified and their participation in eTendering; however, the registered tenderers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of eTenders.

6. SCHEDULE OF E-TENDERS

6.1. The Corporation will conduct financial eTender on <https://tender.apecurement.gov.in> platform (e-reverse auction platform). The eTender will be conducted Zone wise as per the details mentioned in Annexure-I for the technically qualified tenderers only.

6.2. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and e-procurement website.

- 6.3. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of eTender through the websites in their own interest, rather than depending on other mode of information sources.
- 6.4. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by e-procurement, inter-alia, for the purpose of the eTender and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the password before the eTender and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
- 6.5. The System time of e-procurement portal will be considered to start and end the eTender.
- 6.6. The Tenderer should quote for the **lowest rate per Unit** (Digital Non-Automatic Weighing Instrument (Hanging Type)) in Indian Rupee inclusive of GST, all duties and taxes applicable, transportation costs, freight charges etc.,
- 6.7. During the Tender session, a bidder may modify his price downwards till the end of e-Tender schedule. Bids submitted after the closure of Tender will be rejected. No cancellation of Bids shall be allowed during the Tender session.
- 6.8. However, the Tender platform will not allow the bidder to modify his/her bid to increase the price once quoted. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
- 6.9. The minimum tick size shall be Rs.10/- (Rupees Ten only) per Digital Non-Automatic Weighing Instrument (Hanging Type).
- 6.10. In case any bid is received prior to the scheduled auction closing time, then the auction shall be extended 15 mins over and above the auction closing time. This shall be continuous till no bid is received within 15 mins.
- 6.11. In case of two or more bidders emerge as lowest with identical prices after conclusion of eTender, bidder who puts in his/her bid first on eTender platform gets priority and considered as lowest.
- 6.12. The evaluation and finalization of bids received shall be made based on the lowest price quoted by the bidders per Unit (Digital Non-Automatic Weighing Instrument (Hanging Type)).

- 6.13. The bids of all bidders who have participated in the eTender must remain valid for period of Sixty (60) days from the date of eTender.
- 6.14. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the Corporation will not consider any request of enhancement in this regard.
- 6.15. In case of a single bidder being L1 in more than two Zones then the Corporation shall decide the final 2 Zones to be awarded to the L1 bidder, and the final discretion is with the VC & MD, APSCSCL
- 6.16. The results of the eTender as approved by APSCSCL are binding on all bidders.
- 6.17. The successful Tenderer will be intimated the acceptance of his tender by a letter /email. The Corporation reserves the right to reject any or all the tenders without assigning any reasons.
- 6.18. Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the eTenders for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- 6.19. APSCSCL shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access eprocurement Platform. In case if eTender cannot be held on scheduled date due to Server problems, the same will be rescheduled and will be held on alternative day, the details of such date/supplier will be notified in the website of APSCSCL and e procurement.
- 6.20. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 6.21. If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false/incorrect at any stage, the Corporation shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
- 6.22. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

7. EARNEST MONEY

- 7.1. Each tenderer needs to deposit EMD prescribed in the Annexure-I along with technical bid. The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.
- 7.2. The Tenderer shall be permitted to bid on the express condition that in case he/she modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money deposited by the tenderer shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc besides forfeiture of EMD. The tenderer will also be debarred from participating in any other Tender with the Corporation for a period of three years.
- 7.3. The Earnest Money will be returned to all unsuccessful Tenderers within a period of (30) thirty days from the date of issue of the acceptance letter to the successful tenderer and after furnishing the Security Deposit. However, in case, the tenderer is disqualified during technical evaluation, the Earnest money will be refunded within (15) fifteen days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.

8. SECURITY DEPOSIT

- 8.1. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 5% (Five percent) of the value of the order, after adjusting the EMD already paid, within 3 (Three) working days by way of electronic fund transfer. The bank account details of AP State Civil Supplies Corporation Limited will be intimated in the acceptance letter for remittance of Security Deposit.
- 8.2. The EMD already paid will be converted to Security Deposit and will be released only after successful completion of the contract.
- 8.3. In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation within the due date, his/her contract shall be summarily terminated

besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another supplier.

8.4. The Security Deposit and EMD furnished by the qualified Manufacturer will be returned on request upon completion of 1-Year Guarantee and 5-Years COMPREHENSIVE warranty, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.

8.5. No interest shall be given on the security deposit to the Manufacturer.

9. ORDER FOR SUPPLIES

9.1. The successful suppliers will be informed by acceptance of the tender which will be communicated by mail.

9.2. The successful suppliers are required to enter into an agreement on Rs. 100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL and the prescribed Security deposit within 3 working days from the date of acceptance of the tender, failing which the EMD will be forfeited.

9.3. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender. The successful bidder shall furnish sample of Load Cell Hanging Type Weighing Scale at the time of entering into Agreement.

9.4. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.

9.5. The qualified suppliers for each destination will be issued with supply orders/indents for required quantities by Corporation by Letter/Email, subject to the payment of prescribed security deposit with the APSCSCL account and signing of the agreement.

9.6. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Digital Non-Automatic Weighing Instrument (Hanging Type) only. Quantities supplied in excess of the quantity specified in the supply order will not be paid for.

9.7. The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective Zone and the qualified supplier is bound to supply the ordered quantity at the designated District Head Quarters.

- 9.8. The ordered quantity of Digital Non-Automatic Weighing Instrument (Hanging Type) as per specifications prescribed should be delivered as per the terms mentioned in *Section 11*.
- 9.9. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).
- 9.10. Forfeiture of EMD/Security Deposit and criminal action shall be initiated if found at any time of contract period that the successful bidder has colluded or partnered with any blacklisted firm.
- 9.11. At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good, the rejected stocks, the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages, which is 200% of the price quoted per unit, if any from the tender for his failure to comply with the terms and conditions of the tender.
- 9.12. In case of non-supply of stocks within the specified time limits as per supply order/indent, Corporation is at liberty to purchase the item from other alternative sources or initiate Re eTender and recover the difference of cost from the supplier who has defaulted.
- 9.13. E-procurement portal is acting only as a service provider for this eTender and shall not be a party to the contract between the Seller and the Buyer subsequent to this eTender. By bidding in this eTender, a bidder acknowledges that E-procurement portal shall not be held responsible for any loss that he/she/they may suffer as a consequence to this eTender.
- 9.14. E-procurement portal will be providing eTender platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve E-procurement portal for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 22 below.

10. QUALITY / QUANTITY ASSURANCE & PENALTIES

- 10.1. The supplied Digital Non-Automatic Weighing Instrument (Hanging Type) shall confirm to the specifications / quality standard approved or prescribed by APSCSCL in this tender document (Annexure 2). Compliance with these specification / quality standards is mandatory and any deviations shall not be permitted under any circumstance

- 10.2. The conformity of the lot to the requirements of the specifications shall be determined on the basis of the test carried out, by third party inspection / testing agency / Regional Reference Standard Laboratory (RRSL) authorized by APSCSCL, on the samples selected from it as prescribed in accordance with the parameters set out in Annexure 2 of the document.
- 10.3. The machine (weighing scale) identification numbers of the whole lot which were to be presented for sampling to the third-party inspection / testing agency / Regional Reference Standard Laboratory (RRSL), will have to be sent to the corporation before getting the lot certified.
- 10.4. APSCSCL / authorized representative from appointed agency will randomly select the samples from the manufactured batch and the same samples will have to be sent by the supplier at his cost for testing by the third party inspection / testing agency / Regional Reference Standard Laboratory (RRSL) authorized by APSCSCL.
- 10.5. The quality of Digital Non-Automatic Weighing Instrument (Hanging Type) will be evaluated based on specified quality parameters as mentioned in Annexure-2. The results of such testing will be final and binding on the suppliers. The stocks which confirm to the specified parameters must only be sent to the designated location, as mentioned in the work order.
- 10.6. If the aforesaid quality & quantity parameters as per the Purchase Order are not adhered to, then a penalty equivalent to the deduction of minimum 10% of that particular Purchase Order in addition to the rejection of that particular lot, or as decided by the competent authority will be deducted.
- 10.7. It is the responsibility of the supplier to get the verification and stamping done by the Concerned Assistant Controller of Legal Meteorology at the delivery location.
- 10.8. Suppliers shall note that the cost of verification and stamping will be borne by them irrespective if the sample fails / pass in the test and any such costs will be borne by the supplier only.
- 10.9. On arrival of the consignment the District Supply Officer (DSO) of the respective district will verify the documents and the report of the third party inspection / testing agency / Regional Reference Standard Laboratory (RRSL) authorized by APSCSCL. On confirming the authenticity of the consignment and after being satisfied with the quality of Digital Non-Automatic Weighing Instrument (Hanging Type) based on the assaying report submitted by the Supplier, Stocks will be unloaded and Consignment will be unloaded at

the designated District Head Quarters during working hours only i.e. between 10:30 AM and 5:30 PM..

11. TERMS AND CONDITIONS OF DELIVERY

- 11.1. The Successful Bidder shall supply the ordered quantity of Digital Non-automatic Weighing Instrument (hanging Type) at the designated District Head Quarters, as per the prescribed specifications, within 90 days from the date of issue of supply order.
- 11.2. Supplier shall obtain the details of quantity from the APSCSCL, Head Office. Supplier shall obtain the details of quantity from the APSCSCL, Head Office. Quantities supplied in excess of the quantity specified in the supply order will not be paid for.
- 11.3. The successful suppliers should take adequate precautions to prevent in transit damage of Digital Non-Automatic Weighing Instrument (Hanging Type) during transportation. He should also insure the consignment during transit at his cost.
- 11.4. The Digital Non-Automatic Weighing Instrument (Hanging Type) shall be under the custody of the supplier until the corporation hands over the same to end users.
- 11.5. The successful suppliers should deliver the Digital Non-Automatic Weighing Instrument (Hanging Type) at the designated District Head Quarters under the supervision of the District Supply Officer as mentioned in the work order at his cost. The supplier will be provided login id and password and the supplier shall enter the details of dispatches in the Supplier Module of APSCSCL.
- 11.6. The Supplied Digital Non-Automatic Weighing Instrument (Hanging Type) shall be accepted only after thorough verification by designated officials as per the procedure mentioned in *Section 10*.
- 11.7. The supplier shall comply with the directions issued from time to time by the VC & MD of the Corporation while discharging the duties under this agreement.
- 11.8. Non completion of supply against work order within 120 days will lead to forfeiture of EMD/Security Deposit deposited apart from blacklisting the supplier from participating in the subsequent e-Tenders for a period of three years.
- 11.9. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of Security deposit and EMD.

12. TERMS OF PAYMENT

- 12.1. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by the APSCSCL to the suppliers after

submission of bills with relevant documents to the APSCSCL. Advance amount shall **not be released** to the supplier in middle of supplies to the supplies made during the contract period.

- 12.2. The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent.
- 12.3. The payment will be made upon submitting the following documents, at the Head Office of APSCSCL for the quantity supplied as per the specification indicated in Annexure 2 duly deducting the penalty for the belated supply, if any.
 - 12.3.1. Commercial bill / Tax Invoice along with one duplicate copy, on the basis of the finalized rates, acknowledged by the District Manager
 - 12.3.2. Certificate of receipt/ Acknowledgement of stocks by the authorized APSCSCL in charge at unloading points.
 - 12.3.3. Any other relevant document/acknowledgment issued by the District Manager
- 12.4. All the above documents should be acknowledged and duly signed and stamped by the respective District Supply Officer of the Department of Civil Supplies.
- 12.5. Upon submission of Tax Invoice along with the aforesaid documents, the Corporation will release 80% payment on receipt of Invoice acknowledged by the District Manager, and remaining 20% will be released, in 5 equal parts at the end of each year, starting 2nd year, over the next 5 years on providing satisfactory services
- 12.6. The payment shall be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation.
- 12.7. The payment is subjected to any standard deductions as specified in the supply/work order.
- 12.8. The VC & Managing Director also reserves the right to recover any dues from the bidder which is found on a later date during the Audit / excess payment after final settlement is made to them. The bidder is liable to pay such dues to the corporation immediately on demand without any dispute / protest.

13. OTHER TERMS & CONDITIONS

- 13.1. In case of any failure in functioning of the unit within 12 months from the date of installation, the tenderer shall replace the whole unit within 7 days at their own cost.
- 13.2. The Corporation releases the EMD and Security Deposit on request upon completion of 1-Year Guarantee and 5-Years COMPREHENSIVE warranty.

- 13.3. The successful tenderer shall have service station with technically qualified personnel and relevant spare parts available in every District of Andhra Pradesh. The successful tenderer shall attend to any service request on-site.
- 13.4. The tenderer shall respond to the calls for service immediately and close the service requests within 48 hours. Otherwise, a penalty of Rs. 200/- (Rupees Two Hundred only) per day will be collected from the successful tenderer.
- 13.5. All required spare parts shall be supplied by the tenderer at free of cost during 5-year Free AMC period. The Corporation will purchase the Spare parts, if required, after the Free AMC period of 5 years only.
- 13.6. The vendor is required to provide itemized Spare parts list and prices at the time of work order.
- 13.7. The successful tenderer would be bound by a condition in the contract that he is in a position to provide product support in terms of maintenance, materials and spares for a minimum period of two (02) years post expiry of 1-Year Guarantee and 5-Years COMPREHENSIVE warranty.
- 13.8. Sub-contracting of the work to any other party is strictly prohibited.

14. TAXATION

Tax deducted at source (TDS), if applicable, shall be done before making payment to the suppliers as per existing laws in force and the laws time to time amended by the Central/State Governments. The bidders shall have to provide their Permanent Income Tax Number (PAN).

15. VALIDITY OF OFFER

- 15.1. The offer made by the bidders shall be valid up to one year and further extendable to 6 months, depending on the requirement and on the sole discretion of VC & MD, APSCSCL. Any other validity date from any supplier will not be entertained.
- 15.2. The Bids of all Bidders who have participated in the eTender must remain valid for period of Sixty (60) days from the date of Tender.

16. LETTER OF ACCEPTANCE (LOA)

- 16.1. The final acceptance of the tender is entirely vested with APSCSCL which reserves the right to accept or reject any or the entire tender in full or in part. After acceptance of the tender by APSCSCL the Bidder shall have no right to withdraw his tender.
- 16.2. The tender accepting authority may also reject all tender for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.
- 16.3. After acceptance of the tender, APSCSCL would issue Letter of Acceptance (LOA) only to the Successful Bidder(s). APSCSCL also reserves the right to issue orders to more than one Bidder.

17. EXECUTION OF AGREEMENT

The successful tenderer shall execute an agreement for the transportation and supply as per the terms and conditions on a stamp paper of value Rs 100 /- **within (03) three working days from the date of remittance of Security Deposit.** In the event of failure to execute the agreement within the time prescribed, the Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited. Further the APSCSCL reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through re-tender or in other manners and the bidders are bound to pay the same on demand.

The Invitation of Bids, the terms and conditions of the eTender, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the tenderer.

18. CANCELLATION OF AGREEMENT

- 18.1. The supplier, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- 18.2. If the Government scheme is closed or partly revised or modified, due to fortuitous decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation 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 APSCSCL.

- 18.3. The firm shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract
- 18.4. The Corporation may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings;
 - 18.4.1. The Supplier unable to supply the offered quantity of the Units within prescribed time limit mentioned by APSCSCL or
 - 18.4.2. If the Supplier fails to promptly correct the defect in the supplied goods in the time limit given by APSCSCL or
 - 18.4.3. If the Supplier fails to perform any other obligation(s) under the Contract or
 - 18.4.4. The Corporation or the Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation
 - 18.4.5. Notwithstanding the above, the Corporation may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.
- 18.5. If the Contract is terminated the Supplier shall stop supply immediately.
- 18.6. In the event of termination of contract by the Corporation on account of breach of any terms and conditions of the contract by the supplier the entire Security Deposit given by the supplier will stand forfeited.
- 18.7. Foreclosure - The Corporation reserves the right to foreclose the contract without assigning any reason. In such case the Supplier will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by Corporation up to the date of effect of this procedure.

19. PENALTY ON DEFAULT/EXTENSION TIME

- 19.1. The entire ordered quantity of Digital Non-Automatic Weighing Instrument (Hanging Type) should be supplied within the stipulated time, i.e., 90 days from date of issue of work order. The Corporation will accept the Weighing Instruments up to 120 days, subject to a penalty of minimum amount of Rs. 500/- per Weighing Scale per week. The Corporation charges penalty for entire week even if one day delay in that particular week. It is the

discretion of the VC & Managing Director, whether to accept or to reject the Weighing Instrument after 120 days.

- 19.2. Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
- 19.3. In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC&MD, APSCSCL reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/eTender at the risk and cost of such supplier(s) and such supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the supplier(s).
- 19.4. The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC& Managing Director, APSCSCL is final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate the Corporation 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.
- 19.5. Notwithstanding anything contained in the terms and conditions of this tender the VC&MD, APSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.
- 19.6. In the event of failure by the tenderer (s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited, and Corporation may also proceed with blacklisting of the supplier/tenderer.
- 19.7. If the Contract is cancelled because of any breach by the Supplier, the Corporation has every right to forfeit the Security Deposit. If Security Deposit is not sufficient, the balance amount shall be recovered from the Supplier as per Legal provisions.

20. LIABILITY FOR PERSONNEL

All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in

respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

Contractor shall also comply with all Rules and Regulations / Enactments made by the state Govt. / Central Govt. from time to time pertaining to the contract including all Labour Laws etc.,

21. CORRUPT PRACTISES

Any bribe, commission, or advantage offered or promised by or on behalf of the supplier to any officer or official of the Corporation will (in addition to criminal liability which the supplier may incur) terminate this contract. Canvassing on the part of, or on behalf of, the Supplier will also make his contract liable for termination.

22. SET OFF

In the event of the corporation having claim or claims ascertain or otherwise against the agent under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other contract, the VC & MD shall be entitled to retain to extent of such claim or claims, any money which may be due returned by the Corporation to the agent under this or any other contract and shall entitled to appropriate such money or towards satisfaction of such claim or claims.

23. FORCE MAJEURE

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Corporation for each consignment/ dispatch separately within 48 hours of the happening

thereof by email and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the supplier pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

24. OBSERVANCE OF LAW

The supplier shall be bound by all laws, order, et., in force or issued by the Central or State Government from time to time and shall be solely liable for any penal consequences that may incur due to violation by the supplier of any law, orders, etc., in force.

25. NOTICE

Any notice, request, demand, consent, approval or other communication required or permitted under this agreement shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is in person, (ii) upon receipt if the delivery is by e-mail, or (iii) on the third business day following delivery to any internationally recognized overnight delivery service, or (iv) seven (7) days after it is deposited in the India Postal Services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective parties at the address first indicated herein.

26. SEVERABILITY

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to those persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.

27. RESOLUTION OF DISPUTES

27.1 In case of any disputes relating to this tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to VC & Managing Director, APSCSCL

- 27.2 In case, if disputes are not resolved then, the matter may be referred to Commissioner of Civil Supplies, APSCSCL, Government of Andhra Pradesh who will be the appellate authority.
- 27.3 In case of any disputes still not resolved and which are relating to supply of Digital Non-Automatic Weighing Instrument (Hanging Type) including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in the place where the head office of APSCSCL situated, and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.
- 27.4 The Supplier shall prefer a demand, if any, in writing to the V.C. & Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- 27.5 On receipt of a demand from the Supplier within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement shall be referred to the Arbitration as per ARBITRATION and CONCILIATION ACT, 1996.
- 27.6 The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

28. INDEMNITY

The Supplier shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Supplier or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

29. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

30. VOLUME OF WORK

The minimum guaranteed work indicated in Annexure-I may vary to the extent of 10%. The Contract, if any, which may arise from this agreement, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the supplier.

31. WAIVER

No waiver of any term, provision or condition of this Agreement shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement, unless specifically so stated in such written waiver.

32. AMENDMENT

This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.

APSCSCL reserves the right to change any bid condition of any item even after inviting the bids, with prior notification to the bidders. Notwithstanding anything mentioned herein above, the Corporation shall have the discretionary power to amend any clause/s in this document (or) to take any decision on the matter under this document with prior notice to the bidder/s.

33. ASSIGNMENT

Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.

34. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when originally signed by both of the Parties.

35. INTERPRETATION

In case of any ambiguity or dispute regarding interpretation of any clause(s) of this tender document, VC & MD, APSCSCL's interpretation will be treated as final and binding.

36. INDEPENDENT RELATIONSHIP

This agreement does not constitute a party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this agreement or any later agreement.

37. INSPECTION OF RECORDS AND PREMISES BY THE CORPORATION

The Supplier shall permit the Corporation to inspect the Supplier's records and premises of Manufacturing unit relating to, in relation to the contract and to have them verified by the Corporation or any other authorized agent, if so, required by the Corporation.

38. SPECIFIC CONDITIONS

- a. **BRANDING** - Supplier to print the Logo on each unit at his own cost as per the design provided by APSCSCL from time to time
- b. **REJECTION** - 100% replacement of the rejected Units to be done within 5 working days
- c. **PAYMENT TERMS** - The payments will be processed once the Invoice is acknowledged by the District officials and sent to the corporation, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender

39. GENERAL

This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties.

40. JURISDICTION

All Civil suits arising under this agreement should be subject to the jurisdiction of the City Civil Courts where APSCSCL Head Office situated only.

A Suaya Kumari
VC & MANAGING DIRECTOR

41. ANNEXURE - 1 - ZONE/DISTRICT WISE REQUIREMENT OF NAWI (HANGING TYPE)

Zone/District wise requirement of Digital Non-Automatic Weighing Instrument (Hanging Type)

S. No	Zone	District	Bid Quantity	EMD Amount	
			(No's)	Rupees	
1	Zone 1	SRIKAKULAM	526	6,00,000	2788
2		VIZIANAGARAM	456		
3		VISAKHAPATNAM	766		
4		EAST GODAVARI	1040		
5	Zone 2	WEST GODAVARI	795	4,00,000	2234
6		KRISHNA	805		
7		PRAKASAM	634		
8	Zone 3	GUNTUR	920	4,00,000	2208
9		SPSR NELLORE	566		
10		CHITTOOR	722		
11	Zone 4	KURNOOL	754	4,00,000	2030
12		YSR KADAPA	515		
13		ANANTHAPURAMU	761		

42. ANNEXURE -2 – REVISED TECHNICAL SPECIFICATIONS FOR THE DIGITAL NON-AUTOMATIC WEIGHING INSTRUMENT (HANGING TYPE) ARE AS FOLLOWS:

- 1) Mandatory Calibration Provisions:
 - a. Software Calibration
 - b. Jumper / Dip Switch Calibration
 - c. Software shall not allow Liter Mode.
- 2) Capacity: 60kg; e-value – 10g; Class - III
- 3) Hook Size: Diagram Enclosed
- 4) Stainless Steel console with dimensions shall not be less than 250mm(l)X140mm(h)X80mm(d) with a tolerance of $\pm 10\%$.
- 5) Load Cell Requirement:
 - a. Make: Tool Steel or Aluminum Alloy.
 - b. Appropriate load cell of 120 kg Capacity.
 - c. Before dispatch , 20 Number of Load Cells randomly selected by the representatives of the Corporation shall be tested as per ISO: 376 specifications at any NPL/NABL accredited Laboratory for the Maximum Capacity of 120 kg and e-value of 10g and the corresponding Calibration Certificates to be submitted to the Controller of Legal Metrology, Govt of Andhra Pradesh. **Cost of testing shall be borne by the suppliers.**
 - d. After dispatch, 2% of the lot supplied to the Corporation shall be tested by the Regional Reference Standard Laboratory, Government of India as per the methods approved by GoI for Model Approval. **Cost of testing shall be borne by the suppliers.**
 - e. If the Load cells are Imported, Country of Origin must be declared.
- 6) Battery Requirement:
 - a. Battery backup shall not be less than 18 hours.
 - b. Battery must be placed outside the purview of sealing.
 - c. 7.4V/2200 mAh rechargeable lithium battery is mandatory.
- 7) Apart from 230V AC power supply, DC round male connector with center positive shall be provided along with Female Connector of 2.5 Meter length to connect the DC power source from vehicle to weighing machine

or

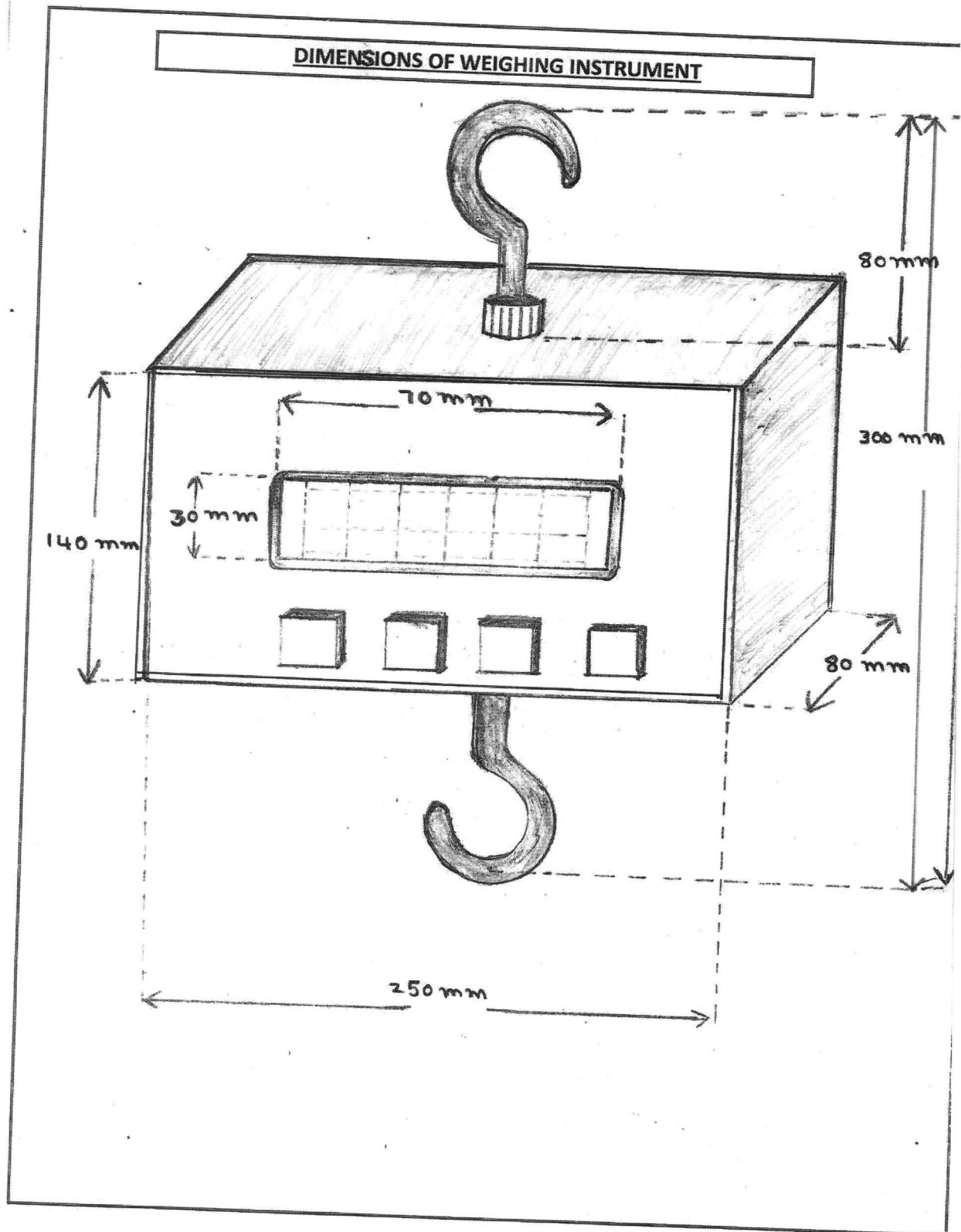
The Supplier shall provide AC adaptor with 12 V DC output and also a single male DC round connector with centre positive on the machine which will be common to either AC adaptor or the connector to the vehicle. A female connector of 2.5 meter length shall also be provided to connect the weighing machine to the vehicle.

- 8) Display Requirement: Dual LED displays on the both sides of the display with green in color are mandatory.
- 9) Minimum height of seven segment display shall not be less than 14mm.
- 10) Power cord connector shall be placed externally.
- 11) Digital Non-Automatic Weighing Instrument (Hanging Type) should have Bluetooth compatibility with E-POS and RS-232.
- 12) On board PCB tactile switches / metal dome array switches shall be provided.
- 13) a) There shall not be any holes on the four sides of the Indicator –
b) Screw system must be provided for single seal.
- 14) Fuse/poly switch protection shall be provided.

Note:

- Digital Non-Automatic Weighing Instrument (Hanging Type) shall be delivered strictly as per the specifications indicated above.
- The Digital Non-Automatic Weighing Instrument (Hanging Type) should be delivered at designated locations within the Districts as per the orders issued by the concerned District Manager / Nodal Officer / Head Office, in good condition as per the specifications, in firm secondary packing.

43. INDICATIVE DIAGRAM OF WEIGHING SCALE



HOOK SIZE

44. ANNEXURE -3 - FORMAT OF TURNOVER CERTIFICATE

(To be issued on the Letter Head of CA Firm)

This is to certify that the following particular of M/s _____ are true and correct as per the information and explanation provided to us and to the best of our knowledge and belief.

Financial Year	Gross Turnover (INR)
2017 – 18	
2018 – 19	
2019 – 20	

Place:

Signature

Date:

Name and Registration No. of CA Firm

Name and Membership No. member certifying

45. ANNEXURE 4 – AFFIDAVIT

Rs. 100/- NON-JUDICIAL STAMP

Bid Ref. No: _____,

Dt: _____

SELF DECLARATION

Certified that _____ / the firm / company / partnership or any other firm / company in which the bidder is a partner / shareholder has not been blacklisted / debarred / delisted from participating in bids / contracts on the date of opening of the bid either in individual capacity of the proprietor or in any firm / centre in which the proprietor/s is / are partner either by the APSCSCL earlier or by any other undertaking of State or Central Government. The Firm will immediately inform to APSCSCL in case of any change in the situation any time here in after.

Further, I am authorized to sign the affidavit on behalf of M/s -----in my capacity as -----.

That the financial condition status of the firm is sound.

Above information is true to my knowledge and belief and is based on facts

(Signature with Seal of the Organization)

Name of the Authorized Signatory:

Name of the Bidding Organization:

Address of the Bidding Organization:

Date:

Signature

46. ANNEXURE 5 - BIDDER INFORMATION FORM

A. Contact Details of Authorized Signatory		
1	Name	
2	Address (as per any Govt. approved ID Card)	
3	Phone	
4	Email	
5	Relationship with Bidder	
6	Type of Firm	
7	Name, Address, Phone Nos. of the Proprietors of the Unit	
8	Registration Number – UAN / EM II	
B. Details of Constitution and financial capacity		
1	a) If owned by Proprietor, furnish full name and address	
2	b) If Partnership, give names and address of the Partners (enclose Deed).	
3	c) If Limited Company, give names and address of Directors and Managing Director (enclose Memorandum of Articles of Association), Balance Sheet, Profit and Loss for last three years	
C. Operational Capacity		
1	Year and Date of erection of the Unit	
2	Manufacturing capacity in 24 hours, specify in No. of Units	
3	Is the unit working or idle at present	
D. Power Supply Status		
1	Source of Power supply, alternate source of power supply in the event of break	

	down in the existing arrangements and storage capacity of Power supply unit	
2	Electric supply details, such as, HT connection and any interruption of supply during the last one year	
3	Availability of Generator, if so, capacity and whether it is enough to run the unit without any interruption	

E. Other Infrastructure

1	Availability of Laboratory if any (furnish details)	
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F. Bank Details

1	Name of the Bank	
2	Name of the Branch	
3	Address of the Branch	
4	IFSC Code	
5	Account Number	
6	MICR No.	
7	SWIFT Code	

(Signature with Seal of the Organization)

Name of the Authorized Signatory:

Name of the Bidding Organization:

Address of the Bidding Organization:

Date:

SIGNATURE

47. ANNEXURE-6 – LIST OF APSCSCL OFFICIALS

If any query, Please contact:

SLNO	Head Office	Mobile No
1	Mr. K. Srinivasa Rao, Deputy collector (Vigilance), APSCSCL, Head office	9502483848
2	Mr. Ram Kumar, Joint Controller, Legal Metrology	9701606633

Districts Officials Details:

SLNO	DISTRICT	District Manager Mobile Number
1	Srikakulam	7702003549
2	Vizianagaram	7702003551
3	Visakhapatnam	7702003550
4	East Godavari	7702003535
5	West Godavari	7702003552
6	Krishna	7702003540
7	Guntur	7702003536
8	Prakasam	7702003546
9	Nellore	7702003544
10	Ananthapuramu	7702003532
11	Chittoor	7702003533
12	YSR Kadapa	7702003534
13	Kurnool	7702003541

48. ANNEXURE 7- BID SUBMISSION LETTER

To,
VC & Managing Director
Andhra Pradesh State Civil Supplies Corporation Ltd.
Head Office: 10-152/1,
Sri Sai Towers, Bandar Road,
Kanuru, Vijayawada – 520007

Bid Reference No: _____ Dated: _____

- 1) I/We, the undersigned have examined the RFP Document floated by Andhra Pradesh State Civil Supplies Corporation Ltd. vide Bid Reference No: _____ dated _____ including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to manufacture, supply and deliver Digital Non-Automatic Weighing Instrument (Hanging Type) in conformity with the above referred document.
- 2) If our bid is accepted, we undertake to supply Digital Non-Automatic Weighing Instrument (Hanging Type) in conformance to Annexure II of the above referred documents.
- 3) I/We undertake to the supply of the ordered quantity within time schedule fixed by APSCSCL to the designated locations and abide by all conditions set forth therein. We also do hereby undertake and assure that we shall supply the stocks as per specification.
- 4) I/We further confirm that, if supply / purchase order is placed to firm, we shall provide performance security of required amount in an acceptable form for due performance of the contract.
- 5) I/We agree to keep our bid valid for acceptance as required in bid document or for subsequently extended period, if any, agreed to by us.
- 6) I/We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period.
- 7) I/We further confirm that, until a formal Suppliers' Agreement is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- 8) I/We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred bid enquiry.
- 9) We confirm that we do not stand deregistered / banned / blacklisted by any Govt. Authorities, in both individual and/or organization capacity.
- 10) I/We confirm that we fully accept and agree to all the terms and conditions specified in above mentioned RFP document, including any and all amendment / addendums / corrigenda.

(Signature with Seal of the Organization)

Name of the Authorized Signatory:

Name of the Bidding Organization:

Address of the Bidding Organization:

Date:

Note:

1. Firm/company shall use their own printed letter head for issuing this certificate
2. Acceptance shall be unconditional

49. ANNEXURE 8 – APPLICATION FORM

APPLICATION FOR ENROLMENT AS SUPPLIER FOR SUPPLY OF DIGITAL NON-AUTOMATIC WEIGHING INSTRUMENT (HANGING TYPE) TO APSCSCL

(NOTE: Form should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form must be signed by the authorized signatory)

1	Name of the Firm/Manufacturing Unit	
2	Manufacturer License issued by the controller of legal metrology	
3	Model approval certificate of government of India for the digital non-automatic weighing instrument (Hanging type)	
4	In case authorized dealer is participating in the bid, the board resolution/authorization letter of the manufacturer shall be uploaded.	
5	Address of the Firm/Manufacturing Unit	
6	Zone for tender Quoted	
7	Registered Address	
8	Phone No./e-mail ID	
9	Communication Address with contact details.	
10	Whether proprietary firm or partnership firm or limited company or Co-Operative Society. In case the partnership firm, the partnership deed along with, in case of firm or a company, MOA of company and the name & address of the proprietor / partner / Managing Director.	
11	Turn-over (during the last three financial years – average turnover should not be less than Rs. 15.00 crores per annum for last three financial years) duly certified by the Chartered Accountant: 2017-18 2018-19 2019-20	
12	Audited balance sheet and P&L account for last three years 2017-18 2018-19 2019-20	

13	PAN given by the IT Department (copy to be enclosed).	
14	Income tax returns last three years 2017-18 2018-19 2019-20	
15	GSTIN No.	
16	Copy of the Registration Certificate under GST	
17	Copy of the Registration Certificate if it is firm / Ltd. Company / Society.	
18	Affidavit duly notarized to the effect that the applicant or any of the partners or company was never black- listed or convicted by court of law.	

I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier for Digital Non-Automatic Weighing Instrument (Hanging Type). The duly signed terms and conditions of RFP document for supply of Digital Non-Automatic Weighing Instrument (Hanging Type) is enclosed to this application along with relevant documents.

Date:
Place:

Name & Signature of the
Address & Seal

50.

ANNEXURE 9 – FINANCIAL BID

S. No	Zone	District	Bid Quantity	Bid Price
			(No's)	Rupees/Unit
1	Zone 1	SRIKAKULAM	526	
2		VIZIANAGARAM	456	
3		VISAKHAPATNAM	766	
4		EAST GODAVARI	1040	
5	Zone 2	WEST GODAVARI	795	
6		KRISHNA	805	
7		PRAKASAM	634	
8	Zone 3	GUNTUR	920	
9		SPSR NELLORE	566	
10		CHITTOOR	722	
11	Zone 4	KURNOOL	754	
12		YSR KADAPA	515	
13		ANANTHAPURAMU	761	

51. CHECK LIST - Digital Non-Automatic Weighing Instruments (Hanging Type)

A. Contact Details of Authorized Signatory		
1	Name of the firm/ Manufacturing Unit/Trader	
2	Address of the Firm/Manufacturing Unit (as per any Govt. approved ID Card)	
3	Phone No/ Email	
4	EMD payment – Zone wise details	
6	The firm should furnish letter of Authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential	
6	Type of Firm	
7	Copy of the Registration Certificate if it is firm / Ltd. Company / Society.	
8	Documentary evidence, attested by Chartered Accountant to the effect that the supplier has supplied at least 1000 Digital Non- Automatic Weighing Instruments in each of the last 3 years (FY 2017-18, FY2018-19 & FY 2019-20) and minimum of 5000 NAWI in all the 3 preceding years (FY 2017-18, FY2018-19 & FY 2019-20) put together.	
9	Whether proprietary firm or partnership firm or limited company or Co-Operative Society. In case the partnership firm, the partnership deed along with, in case of firm or a company, MOA of company and the name & address of the proprietor / partner / Managing Director.	
10	Turn-over– average turn over should not be less than Rs.15 Crores per annum and shall produce last 3 years (FY 2017-18, 2018-19and 2019-20) audited financial statements duly certified by the Chartered Accountant: 2017-18 2018-19 2019-20	
11	Audited balance sheet and P&L account and Cash Flow statements for last three years 2017-18 2018-19 2019-20	

12	PAN given by the IT Department (copy to be enclosed).	
13	Copy of Valid license issued by the Controller of Legal Metrology of the respective State.	
14	Copy of the Model approval issued by GoI for Digital Non – Automatic Weighing Instruments (Hanging Type).	
15	In case authorized dealer is participating in the bid, the board resolution/authorization letter of the manufacturer shall be uploaded.	
16	Income tax returns, FY 2017-18 and FY 2018-19 i.e, Assessment years 2018-19 2019-20	
17	Copy of the Registration Certificate under GST/ GSTIN No.	
18	Affidavit duly notarized to the effect that the applicant or any of the partners or company was never black - listed or convicted by court of law on Rs.100/- non-Judicial Stamp Paper in the format given in Annexure – 4.	
19	All the pages of RFP document shall be signed & submitted along with tender in confirmation that the Tenderer is aware & understood all the terms & conditions of this Tenderer document	
20	Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm and certified by the concerned banker.	
21	Duly filled Annexure 5, Annexure 8 & Annexure 9	Yes/No

B. Details of Constitution and financial capacity

1	a) If owned by Proprietor, furnish full name and address	
2	b) If Partnership, give names and address of the Partners (enclose Deed).	
3	c) If Limited Company, give names and address of Directors and Managing Director (enclose	

	Memorandum of Articles of Association), Balance Sheet, Profit and Loss for last three years	
C. Operational Capacity		
1	Year and Date of erection of the Unit	
2	Manufacturing capacity in 24 hours, specify in No. of Units	
3	Is the unit working or idle at present	
D. Power Supply Status		
1	Source of power supply, alternate source of power supply in the event of break down in the existing arrangements and storage capacity of power supply unit	
2	Electric supply details, such as, HT connection and any interruption of supply during the last one year	
3	Availability of Generator, if so, capacity and whether it is sufficient to run the unit without any interruption	
E. Other Infrastructure		
1	Availability of Laboratory if any (furnish details)	
	Technically Qualified:	Yes/No

CONTROLLER OF LEGAL METROLOGY