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

OTHE GOVERNMENT CHEEKTARING

Head Office:10-152/1, Sri Sai Towers,

Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

TENDER DETAILS

Sl. No	Item	Description	
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.,	
2	Circle/District	All districts in Andhra Pradesh	
3	Tender Number	Tender Reference Lr.No.Mktg/M2/371346/KMS 2020-21 DT.14.10.2020.	
4	Tender Subject	Empanelment and appointment of manufacturers for supply of 50 Kg PP Bags as per specifications indicated in the tender schedule for Paddy procurement operations 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 per Annexure-4	
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 50.00 lakhs 50 Kg(size) PP Bags. District Wise Requirement is as indicated in Tender Document at Annexure -4	

12	No. of Schedules	6
13	Bid validity	30 (thirty) working days from the date of auction.
		Transaction fee: All the participating bidders who submit the bids have to pay
		 a. 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) b. An amount of Rs.25,000/- 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.
14	Transaction Fee (Non -Refundable)	
		Corpus Fund: Successful bidder shall pay corpus fund to APTS
		a. 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) b. 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 is user departments.
15	Transaction Fee Payable to	Andhra Pradesh Technology Services Ltd,
16	Bid document download Start Date & Time	Vijayawada online payment only 17.10.2020 09.30 AM
17	Bid document download End Date & Time	22.10.2020 11.000 AM
18	Document upload end date	22.10.2020 at 12.00 P.M
19	Auction start date and time	26.10.2020 from 02: 00 P.M.
20	Place of Tender Opening	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada –

		520007
21	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
22	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
23	Contact Details/ Telephone, E-Mail ID	Asst Manager (PDS) Mobile No: 7702003520/24, Land Line phone: +91-866-2551912, e-mail ID: pdsho.apscsc@ap.gov.in
		The bidder shall submit his documents to the tender on e-procurement platform at https://tender.apeprocurement.gov.in by following the procedure given below:
24	Procedure for document submission	,1. The bidder would be required to register on the e-procurement market place https://tender.apeprocurement.gov.in . 2. The bidders shall submit their eligibility and qualification documents, Technical 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 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

https://tender.approcurement.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.apeprocurement.gov.in/digital-signature.html#

Deactivation of Bidders:

The bidders found defaulting in submission of eligible documents online on or before 22.10.2020 at 12.00 P.M will not be accepted by the AP e-procurement platform.

Tender Document:

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.

The bidder has to 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.

Online Submission Acknowledgement:

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 Authority for processing the bids. The Government of AP and M/s APTS is not responsible for incomplete bid submission by users.
25	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

SD/-VC & MANAGING DIRECTOR



ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (A State Government Undertaking)

REQUEST FOR PROPOSAL

Empanelment of suppliers for supply of 50 kg PP Woven bags

for procurement of Paddy under MSP operations by

AP State Civil Supplies Corporation Limited 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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Empanelment of suppliers for supply of 50kg Poly Propylene (PP) woven bags for procurement of Paddy under MSP operations through e- procurement portal

Andhra Pradesh State Civil Supplies Corporation Ltd, Vijayawada (hereinafter referred to as Corporation or through its abbreviation APSCSCL) is inviting applications from the eligible PP woven bag Manufacturers for empanelment of manufacturers for supply 50kg PP bags for packing of Paddy. The procedure for enrolment, registration and terms and conditions for supply of pillow type PP woven bags is detailed below:

Interested Bidders may visit websites <u>www.apeprocurement.gov.in</u> and <u>www.apscscl.in</u> to view and download tender documents at free of cost.

In order to participate in the tender, the Bidders shall register in www.apeprocurement.gov.in and shall obtain Digital Signature Certificates from any TCS-CA-Registration Authority in India.

1. SCOPE OF WORK:-

- i. The Bidder shall manufacture the PP bags as per the specifications mentioned in the Point No.8 of this tender document only.
- ii. The Bidder shall deliver the PP bags at the designated godowns of APSCSCL as per the Movement Order issued by the District Manager at his own risk and cost. There will be multiple destinations within the district as per the requirement of the District.
- iii. The APSCSCL may depute any of its officials or appoint third party assaying agency to carry out pre-dispatch inspection and the Bidder has to allow them to conduct quality testing at the factory premises.
- iv. The Bidder will be provided login id and password for the customized software of APSCSCL to enter the dispatch details. The bidder shall enter the truck wise dispatch details in the software without fail.
- v. The Bidder shall obtain the acknowledgements, both physical and online, for the stocks delivered at the designated godowns and shall submit the same with the bill claims.
- vi. The Bidder shall complete the delivery of ordered quantity of PP bags as per the timelines fixed by the APSCSCL. The APSCSCL will not allow the bidder to supply any short or excess quantity of PP bags and the Bidder shall deliver the PP bags as per the supply order only.
- vii. The Bidder shall be aware nature of work before participating in the bidding. The Bidder must also get acquainted with all the terms prescribed under this contract. Once the tender is submitted, It will be deemed that the Bidder have complete knowledge on nature of work and terms of the contract.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.

- i. The Bidder should be a manufacturer of PP bags and shall be in operation at least for the past two years.
- ii. The average annual turnover shall be at least Rs.10.00 Crore during the last two financial years i.e. 2018-19 and 2019-20.
- iii. The Bidder Should be a Legal entity (Company, Society, Partnership Firm, One person company, Sole Proprietorship etc.,).
- iv. Should have a valid Factory License and ISO 9000:2001 or later Certification.
- v. The Bidder shall remit EMD (Earnest Money Deposit) for respective District as per Annexure-4. 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.

3. **DISQUALIFICATION** CONDITIONS:

- i. The individuals/Firms/Companies that are BLACKLISTED by Andhra Pradesh State Civil Supplies Corporation Limited at any time are prohibited from participating in the Tenders. The individuals/Firms/Companies that are involved in 6-A case under Essential Commodities Act or black listed or debarred by any department of Central or State Government or any other Public Sector Undertaking are prohibited from participating in the Tenders.
- ii. Every tender should be accompanied by an affidavit sworn and signed before a Notary to the effect that the Bidder has not been black listed by the APSCSCL, State Govt., Central Govt. or any other State or Central Govt. agencies. Giving false or misleading information in this regard will attract serious, legal consequences. (Annexure no. 3)
- iii. If any person or Firm or Company who has been blacklisted filed a Tender in a benami name, his tender stands summarily rejected apart from forfeiture of EMD furnished. If it comes to notice after award of contract also, the contract will be cancelled and black-listed apart from forfeiture of EMD and Performance guarantee if any, etc.
- iv. Minors are not eligible to file or participate in Tenders.

4. DOCUMENTS TO BE FURNISHED:

 Deed of Partnership/ Copy of the Registration of the Firm with Registrar of Firms; & Memorandum & Articles of Association/ any other Registration Certificate.

- ii. 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.
- iii. Board Resolution duly certified authorizing the person signing the Bid and Bid documents on behalf of the Company/Firm.
- iv. Turnover Certificate from Chartered Accountant as per the format provided in Annexure no. 2.
- v. Self-Attested Photocopy of audited Financial Statements specifically including Balance Sheet, Profit & Loss A/c for FY 2018-19 and provisional for FY 2019-20.
- vi. Income Tax Returns (FY 2018-19 & 2019-20) attested by the Chartered Accountant.
- vii. Copy of Factory License.
- viii. Copy of valid ISO 9000:2001 or later Certification.
 - ix. Self Attested Copies of GST certificate and PAN Card.
 - x. Proof for Remittance of EMD amount.
- xi. Affidavit on non-judicial stamp paper worth Rs. 100/- that the Bidder is not blacklisted by any Government undertaking as per Annexure no. 3.
- xii. The RFP document shall be signed and submitted along with tender in confirmation that the tenderer is aware and understand all the terms and conditions of this tender.

5. INSTRUCTIONS FOR SUBMITTING TENDER

- i. The Bidder shall register with https://tender.apeprocurement.gov.in.
- ii. The Bidder shall obtain DSC key with digital encryption certificate from Certificates from any TCS-CA-Registration Authority in India.
- iii. The application form mentioned in annexure no.1 shall be filled, signed and submitted along with other documents mentioned in Point no.4.
- iv. The Bidder shall submit financial bid along with technical tender as per Annexure no.5.
- v. The Bidder shall remit EMD as per Annexure-4 and the bidders shall invariably upload the scanned copies of Proof of online Payment (Remittance in e-Procurement).
- vi. The bidder shall submit the tender online only and offline tenders are strictly prohibited. The bidders shall sign and upload the relevant documents in the e-procurement website.

- vii. Either APSCSCL or e-procurement portal shall not be responsible for non-submission of bids due to variance in encryption of certificate/ Internet connection etc.,
- viii. The Bidder shall complete all the processes of tender submission in order to get bid submission acknowledgements. If acknowledgement is not generated, it means there is incompletion in submitting the tender.

6. EVALUATION OF APPLICATION FOR REGISTRATION.

- i. The completed technical tender along with relevant documents, financial bid and EMD shall be uploaded on e-procurement portal by 22.10.2020 12:00PM. Submission of Physical Tender is strictly prohibited.
- ii. The applications received after the due date will not be allowed for submission. However, APSCSCL have 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.
- iii. The Corporation will form a team for technical evaluation of the tenders.
- iv. The Corporation evaluates the technical bids based on the documents submitted in the technical tender and physical inspection of the manufacturing unit, if required. After technical qualification Corporation allows the successful tenderers to participate in the e-reverse auction to be conducted on e procurement portal.
- v. The technical tenders without prescribed EMD and required documents will summarily be rejected.

7. SCHEDULING OF e-AUCTIONS.

- i. The Technically qualified tenderers are eligible to participae in e-reverse tender.
- ii. The Corporation will conduct financial auction on e-procurement portal. The e-auction will be conducted on 23.10.2020, 2:00 PM onwards. The System time e procurement portal will be considered to start and to end the e-auction.
- iii. The technically qualified Bidders are eligible to participate in e-auction.
- iv. The Corporation organizes the e-reverse auction based on the L1 rate received in the financial bids.
- v. Any changes made in the time schedule will intimate to all the participants by publishing the same in the websites of APSCSCL and e-procurement website.
- vi. The Bidder shall take adequate care and are solely responsible to obtain details of the schedule of e Auction through the websites in their own interest, rather than depending on other mode of information sources.

- vii. The Bidder shall quote their financial bid in terms of rupees per PP bag including all the expenditure to deliver at designated godowns of APSCSCL.
- viii. The bidder can modify his bid as many number of times as possible till the closing time of reverse e-auction subject to overall reduction in the cost of PP bags.
 - ix. However, the auction platform will not allow the bidder to modify his bid to increase the cost of PP bag. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
 - x. In case of two or more bidders emerge as lowest with identical PP bag cost after conclusion of reverse e-auction, bidder who put in his bid first on reverse e-auction platform gets priority and considered as lowest.
 - xi. The bids submitted after the closing time of reverse e-auction will be rejected by the system.
- xii. The minimum Tick size for cost of PP bag is Rs.0.10 paisa only (Ten paisa only)
- xiii. Bidder s shall quote the price duly including all duties, taxes, transportation and other statutory levies payable by them.
- xiv. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Bidder and the Corporation will not consider any request of enhancement in this regard.
- xv. The registered suppliers shall not be intimated individually regarding the reverse e-auctions, however the registered suppliers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of reverse e-auctions.
- xvi. The Bids of all Bidders who have participated in the reverse e-auction must remain valid for maximum period of 30 (thirty) working days from the date of auction.
- xvii. The final results of the reverse e-auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept the contract by the successful Bidder shall result in the forfeiture of the EMD and blacklisting from further participation in the reverse e-auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xviii. 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 reverse e-auction 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 reverse e-auction and is advised not to reveal it to anyone else so as to prevent misuse of the same. It is further suggested that the Bidders are requested to change the password frequently to protect from misuse.

- xix. 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 e-procurement Platform. In case if reverse e-auctions cannot be held on scheduled date due to Server problems, the reverse e-auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and e procurement.
- xx. The supplier can participate in the tender for all the Districts. However, the VC & Managing Director is empowered to award tender for any three districts, in case if any bidder emerged as L1 for more than 3 districts. The bidder shall abide by the decision taken in this regard.
- xxi. The corporation reserves the right to negotiate with bidders(s) & reserves the right to accept/reject any / all the bids or increase / decrease the tendered quantity without assigning any reason whatsoever.
- xxii. The successful Bidder will be intimated of the acceptance of his tender by a letter /email. The Corporation reserves the right to reject any or all the tenders without assigning any reason.
- xxiii. The Invitation of Bids, the terms and conditions of the reverse e-auction, 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 Bidder.
- xxiv. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- xxv. If the information given by the Bidder 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.
- xxvi. The Corporation reserves the right to claim from the 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.

8. QUALITY SPECIFICATIONS:

i. Raw material Specifications:

S. No.	Parameter	Tolerance Limits	Pillow type PP Woven bags
			50 kg

1	Height (CM)	+ 2 CM/- 0 CM	100
2	Breadth (CM)	+2CM/-0 CM	66
3	Avg. Bag Weight (Gms)	Minimum	90
4	Tape Width	±10 Percent	2.5
5	Ends/DM	± 2	40
6	Picks/DM	± 2	40
7	Avg. Breaking strength Length Way – (N) Min.	Minimum	650
8	Avg. Breaking strength Width way – (N) Min.	Minimum	650
9	Avg. Breaking strength of seam/ Patch(N) Min.	Minimum	330
10	Elongation %		15-25
11	No. of bags/ bale	_	300
12	Ash content (%)	Maximum	5
13	Number of Bags per bundle	r	50
14	Number of bundles per bale		10
15	Number of bags per bale		500

- ii. The mass of the bale of sacks (Excluding Packing) material shall be within the ±3 percent of the mass calculated by multiplying the number of sacks with mass of the sacks
- iii. Average Breaking strength of fabric on both length wise and width wise direction is not less than the value specified and none of the individual value is more than 10 percent below the specified value.
- iv. PP Woven fabric: Open Mouth of the sack of 50kg bag shall be hemmed with a fold of minimum 5MM and tapes shall not fray. The bottom of the bags shall be stitched double folded stitch for 50kg bags.
- v. Color and Design should be as per the approved art work. Bags shall be printed with food grade printing inks.
- vi. The bags shall be packed to form a bale using layer of pp woven fabric and suitably secured
- vii. Markings: Bales shall be marked with name of manufacturer, type and size of the bags, number of bags, Net weight and the consignee name.
- viii. Mass of the bale of bags (Excluding packing material) shall be within ±3 percent of the mass calculated by multiplying the number of sacks in a bale within the mass of the bags specified.

ix. Sample size and criteria for conformity:

No. of bags in a Lot	No. of bales sampled	Sample size for Visual inspections, Dimension, Ends & Picks & Mass requirements
Up to 25000	3	12
250001 -50000	5	20
50001 - 100000	8	32
1000001 & Above	12	48

- x. The conformity of the lot to the requirements of the specifications shall be determined on the basis of the test carried out on the samples selected from it.
- xi. The number of defective bags in case of visual inspections, ends, Picks, and Dimensions is up to 10 percent of the sample size subject to rounding of fraction to the next higher integer.
- xii. None of the sacks or bale weighs less than the respective lower specified limit after allowing tolerance of ±6 percent on individual bag and ±3 percent on a bale of specified sacks higher weight can be accepted.
- xiii. Average breaking strength of fabric in both lengthwise and widthwise is not less than the value specified and none of the individual bag value is more than 10 percent below the specified value. The samples selected for breaking strength test shall be free from defects in visual inspections, dimensions, ends, picks, and mass requirements.
- xiv. The average breaking strength of bottom seam is not less than the value specified and none of the individual bag value is more than 10 percent below the specified value.
- xv. Manufacturer should have the requisite in-house manufacturing & testing facilities for all the tests.

9. SECURITY DEPOSIT

- i. The EMD already paid by the successful bidder will be converted to Security Deposit and will be released only after successful completion of the contract.
- ii. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange balance Security Deposit of 10% on the total value of the PP Woven Bags, after adjustment of EMD already paid, within 5 (five) working days by way of electronic fund transfer to the bank account of AP State Civil Supplies Corporation Limited.

- iii. 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 Deposit and the Corporation shall proceed for appointment of another supplier.
- iv. Any losses or damages arising out of and incurred by the Corporation by such conduct of the tenderer will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the Corporation for a period of three years.
- v. The Security Deposit and EMD furnished by the qualified Manufacturer will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.
- vi. No interest shall be given on the security deposit to the Manufacturer.

10. ASSAYING

- i. The samples furnished by the Bidder will be analyzed by technical team of APSCSCL/ Reputed Laboratory authorized by APSCSCL. The Corporation reserves the right to disqualify any tender, which is not in accordance with Technical bid i.e. "Specifications and Commercial Offer".
- ii. The Supplier shall, on his own and at his cost, offer the stock of Pillow type PP Woven Bags from the identified batch marked before delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 6. above, from any of the accredited laboratories.
- iii. APSCSCL/ authorized representative from appointed agency may randomly collect the samples at the suppliers premises and get the samples tested in any of the accredited laboratories independently before the delivery of the bags. The quality of PP Woven fabric with Pillow type PP Woven Bags will be evaluated based on specified quality parameters as detailed in Clause-6. The results of such testing will be final and binding on the suppliers. The stocks which are confirmed to the specified parameters can be loaded into the vehicle.
- iv. Suppliers may note that the cost of assaying will be borne by them if the sample fails in the test and such costs will be deducted while making the payment for supplies made. However if the test results of the sample is as per the specifications, the APSCSC will incur the cost of assaying.
- v. Consignment will be unloaded at the designated godown during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the concerned officer of APSCSCL will verify the documents and the assaying report. On

- confirming the authenticity of the consignment and after being satisfied with the quality of Pillow type PP Woven Bags based on the assaying report submitted by the Supplier, Stocks will unloaded.
- vi. In case if the concerned officer of APSCSCL is not satisfied with the quality of Pillow type PP Woven Bags supplied then he will draw samples and refer the same for testing immediately after receipt of the stocks.

11. ORDER FOR SUPPLIES

- i. The shortlisted suppliers who qualify in reverse e-auction for each destination will be issued with Supply orders / indents by Corporation. The Supply order to the supplier will be issued subject to payment of prescribed security deposit with the APSCSCL account.
- ii. 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 district and the qualified supplier is bound to supply the ordered quantity at the designated godowns of APSCSCL.
- iii. Along with the bags dispatch, raw materials purchase details need to be furnished in pre dispatch inspection and test report, Batch no and Invoice/Purchasing Order no etc.
- iv. Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation .Corporation at his sole discretion may place Supply orders/indents by FAX/LETTER/E-MAIL. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Pillow type PP Woven Bags. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Pillow type PP Woven Bags are as per specifications prescribed and should be delivered within the specified time limit at the APSCSCL Designated godowns in Andhra state. As the stock is very urgently required and to ensure uninterrupted supply to the Public Distribution system, the APSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time while issuing supply order. Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.
- v. The suppliers are required to enter into an agreement on Rs100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL within 5 (five) working days. Deposit of SD (Security Deposit) should be with APSCSCL 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 Pillow type PP Woven Bags at the time of entering into Agreement.

- vi. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.
- vii. Security Deposit and EMD furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.
- viii. Non-payment of security deposit (SD) within 5 days of declaration of reverse e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent reverse e-auctions for a period of three years. Non-acceptance of supply orders/ indents within one week the SD will amount to forfeiture of SD deposited along with blacklisting from participating in the subsequent reverse e-auctions for a period of three years
 - ix. The tender floated for three months required quantity and the corporation may increase/decrease the quantity as per the requirement. The corporation may extend the contract period for one more month as desired by the corporation. The L1 Bidder should bind with L1 rate.
 - x. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit besides black listed.
 - xi. At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed in clause 8, such materials are liable to be rejected and qualified supplier will be called upon to replace the same. In the event of qualified supplier failing to replace good stocks for the rejected stocks, the security Deposit furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tender for his failure to comply with the terms and conditions of the tender.
- xii. In case of non-supply of stocks within the specified time limits as per supply order/indent, the Corporation is at liberty to purchase the item from other alternative sources or initiate re reverse e-auction and recover the difference of cost from the supplier who has defaulted.

12. TERMS AND CONDITIONS OF DELIVERY.

- i. The successful bidder shall have to supply the ordered quantity of Pillow type PP Woven Bags as per the specifications prescribed within the specified time limit against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the APSCSC Ltd, Head Office, Vijayawada.
- ii. The Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or appoint any other agency (Quality Certification) for that purpose at the supplier's premises.

- iii. Supplier shall furnish a daily report for the stocks delivered to the designated locations to the District office and the head office through email.
- iv. The successful suppliers should take adequate precautions to prevent damage or deterioration to Pillow type PP Woven Bags during storage and transportation. He should also insure the stock during transit at his cost.
- v. The successful suppliers should deliver the Pillow type PP Woven Bags to the designated/storage place at his cost as per the supply order / indent issued by APSCSCL. The supplier will be provided login id and password and the supplier shall enter the details of dispatches in the Supplier Module designed by TCS for APSCSCL.

13. TERMS OF PAYMENT.

- i. 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 within 15 working days from date of submission of bills with relevant documents to the APSCSCL. As per the procedure stipulated the amount will be transferred to respective account of the suppliers by electronic fund transfer. Advance amount shall not be released to the supplier in middle of supplies to the supplies made during the contract period.
- ii. 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.
- iii. The supplier shall submit the following documents while delivery of the consignment to the respective Godowns of the Corporation.
 - a) Commercial / Tax Invoice
 - b) Assaying Report at the loading point from any of accredited laboratories
 - c) Electronic Weighbridge Receipts at loading point
 - d) Truck sheets with proper Acknowledgement / by concerned Godown Incharge through District Manager
 - e) Covering letter with Godown wise Truck-wise supply details.(Truck No., Invoice No, Date and Quantity)
 - f) Quality Test report.
 - g) Any other relevant document/acknowledgement issued by the District Officer.
- iv. The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation.

14. FORGERY OF SIGNATURES:

The Bidder or his/her/their representative should submit the bills along with acknowledgements of concerned Godown Incharge and the acknowledgements shall tally with the specimen signatures available with the Corporation. If it is found that any of the 14

signatures is forged or signed by some other person of the Bidder / representative, the bill is liable for cancellation apart from recovery of liquidated damages from the EMD.

15. PENALTY ON DEFAULT/EXTENSION TIME :

- i. The entire ordered quantity of Pillow type PP Woven Bags should be supplied within the stipulated time. No extension of time will be granted for supply of Pillow type PP Woven Bags beyond the specified date fixed. Penalty 2% of trade value on delayed supplies will be deducted from the payments.
- ii. Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
- iii. In the event of failure to supply the ordered quantity, by the successful Bidder (s) within the stipulated time, the VC&MD, APSCSC 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/reverse e-auction 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).
- iv. 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, APSCSC 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.
- v. Not with standing 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.
- vi. In the event of failure by the Bidder (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 the supplier/Bidder.

16. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf of the Bidder to any officer or official of the Corporation shall (in addition to any criminal liability which the Bidder may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Bidder will also make his tender liable to rejection.

17. SET OFF

The Corporation have absolute right to appropriate and set off any sum of money including the EMD bills payable to the Bidder under this agreement or any other agreement of the Bidder with the Corporation against any claim by the Corporation against the Bidder under this agreement. If the above sums not sufficient to cover the full amount of the claims, the Bidder shall pay the balance amount to the Corporation on demand. Otherwise the Corporation is at liberty to recover the amount due under R.R. Act.

18. CANCELLATION OF AGREEMENT:-

- i. 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.
- ii. If the Government scheme is closed or partly revised or modified, due to accidental 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.

19. 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 fullest extent permitted by law.

20. INDEMNITY:

i. The tenderer shall indemnify, defend, save and hold harmless the Corporation and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") or any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the bidder of any of its obligations under this RFP or any related document or on account of any defect or deficiency in the provision of services by the tenderer or from any negligence of the tenderer under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent

act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

- ii. Without limiting the generality of Clause 16, the tenderer shall fully indemnify, hold harmless and defend the Corporation and the Corporation Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - **a)** failure of the tenderer to comply with Applicable Laws and Applicable Permits;
 - b) payment of taxes, levies, fees and any other statutory dues required to be made by the bidder in respect of the income or other taxes of the tenderer's contractors, suppliers and representatives; or
 - c) non-payment of amounts due as a result of materials or services furnished to the tenderer or any of its contractors which are payable by the tenderer or any of its contractors.
- iii. The RFP shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

21. 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/ despatch 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.

22. 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.

23. 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.

24. SUCCESSORS AND ASSIGNS:

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

25. 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.

26. 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.

27. ASSIGNMENT:

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

28. 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.

29. INTERPRETATION:

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

30. 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.

31. 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.

32. SPECIFIC CONDITIONS:

- i. BRANDING Supplier to print the Logo on each unit at his own cost as per the design provided by APSCSCL from time to time
- ii. REJECTION 100% replacement of the rejected Units to be done within 5 working days

33. 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.

34. ARBITRATION:

- i. 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 & MD, APSCSCL
- ii. In case, if disputes are not resolved then, the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to supply of PP bags 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.

- The Supplier shall prefer a demand, if any, in writing to the VC & MD, APSCSCL iv. 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.
- On receipt of a demand from the Supplier within the prescribed time, disputes and v. 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.
- The Arbitrator(s) shall give separate award in respect of each dispute or difference vi. referred to him.

35. **JURISDICTION**

All Civil suits arising by this agreement should be subject to the jurisdiction of the Civil Court where APSCSCL Head Office resides only

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 35 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal:

ທ່າງຢົດ VC & MANAGING DIRECTOR

14/10/20 Millow Turbon

Annexure No . 1

1.Name of the Applicant	
 2.Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Residential Address g) Residential Telephone No. 	
3.Category of Business a) Manufacturer	
4. Factory Address (as applicable) a) Tel b) Fax	
5. EMD Amount Paid with details	
6. Permanent Income Tax A/c No. (PAN No)	
7. GST Reg No.& date.	
8.a) If Partnership firm Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full Address c) Name & Address of Proprietor If Proprietor concern	
9. Year of Establishment of the firm	
10. Annual Turnover (Rs.in Crore) a) 2018-19 b) 2019-20	

11. Income Tax Returns for the Financial year 2018-19	
12. Factory License	
13. ISO 9000 : 2001 or later certification.	
14. Name of the Authorized signatory (a copy of the authorization to be enclosed wherever necessary)	

I hereby agree to abide by terms & conditions stipulated for empanelment as Supplier of PP Woven Bags. The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Date:

Name & Signature of the Applicant

Place:

Address & Seal

Annexure No. 2 - Format of Turnover Certificate

(To be issued on the Letter Head of Chartered Accountant)

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)
2018 - 19	
2019 – 20	

Place:

Signature

Date:

Name and Regn No. of CA Firm

Name and Membership No. member certifying

Annexure No. 3

1	5/0	aged	years,
Occupation	R/o	Dist.	do hereby
solemnly affirm and sta	te on oath as follows:-		
That I am the De	ponent herein and well convers	sant with the facts of th	e Affidavit.
company / partnership shareholder has not be contracts on the date proprietor or in any fire Government or by any	or any other firm / company en blacklisted / debarred / de of submission of the bid eit m / centre in which the propr y undertaking of State or Ce APSCSCL in case of any chan	in which the bidder is elisted from participati ther in individual cap ietor/s is / are partner entral Government. Th	s a partner / ing in bids / pacity of the by AP State ne Firm will
The facts stated a	above are true and correct to the	e best of my knowledge	e and belief.
		DEPONEN	T
Attestation:			
	idavit are read over and explai ame, admitted to be true and si month 2020. Hen	igned before me on this	
Date:			

Annexure - 4 (Required Quantity details)

S.No.	DISTRICT	No of PP Woven bags	EMD Amount in Rs.	Due date for supply
1	East Godavari	500000	150000	15 days from the date of supply order
2	Krishna	1000000	300000	20 days from the date of supply order
3	West Godavari	500000	150000	15 days from the date of supply order
4	Srikakulam	500000	150000	15 days from the date of supply order
5	Nellore	500000	150000	15 days from the date of supply order
6	Vizianagaram	2000000	600000	15 days from the date of supply order for 10.00 lakhs bags and the balance quantity another 10 days of time
	Total	5000000	1500000	

Note: 1. The supplier may note that the above quantities are district wise requirement, however, the corporation may request the suppliers to dispatch the PP bags at designated godowns anywhere in Andhra Pradesh as per the requirement.

2. The supplier can participate in the tender for all the Districts. However, the VC & Managing Director is empowered to award tender for any three districts, in case if any bidder emerged as L1 for more than 3 districts. The bidder shall abide by the decision taken in this regard.

Annexure No. 5

Financial Bid (on tenderer letter head)

I/We	S/o	
on behalf of	quote a rate of	
Rs	_ per Bag (Rate in words Rupees	
onl	y) for District / Schedule towards cost and	
transportation of F	PP bags to be delivered at the designated godowns of APSCSCL. The	
rate quoted above i	is inclusive of all taxes and statutory obligations.	
I have read all the terms and conditions of the tender document and quoting the		
above rate.		
	SIGNATURE OF THE TENDERER	

NAME:

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Annexure No.6

A List of APSCSCL Officials in Head Office

SLNO	Head Office	Mobile No
1	Manager	7702003506
		9100030430
2	Asst.Manager(PDS)	7702003520
3	Asst.Manager(PDS)	7702003524

B List of APSCSCL Officials in Various Districts.

SLNO	DISTRICT	District Manager Mobile Number
1	Srikakulam	7702003549
2	Vizianagaram	7702003551
3	East Godavari	7702003535
4	West Godavari	7702003552
5	Krishna	7702003540
6	Nellore	7702003544