

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED



2nd CALL

REQUEST FOR PROPOSAL

FOR APPOINTMENT OF DISTRICT WISE PADDY-TRANSPORT CONTRACTORS FOR TRANSPORTATION OF PADDY FROM PPCS AT RSKS TO RICE MILLS/GODOWNS WITHIN AND OUTSIDE THE DISTRICTS FOR KMS 2024-25 & 2025-26 BY AP STATE CIVIL SUPPLIES CORPORATION LIMITED FOR **ZONE - II THROUGH NCDEX e MARKETS LIMITED (NeML) PORTAL**

Head Office: 10-152/1, Ashok Nagar, Bandar Road, Vijayawada-500007

Phone Nos: 0866 2551912

Web site: www.apscscl.in

| <u>INDEX</u> | | |
|---------------------|---|-------------------|
| S. No. | Details | Sections |
| 1 | Objective | 1 |
| 2 | Scope of work | 2 i. to 2 vii. |
| 3 | Volume of Work | 3 i. to 3 iii. |
| 4 | Eligibility/Prequalification conditions | 4 i. to 4 xvii. |
| 5 | Disqualification Conditions | 5 i. to 5 xv. |
| 6 | Instructions for submitting tender | 6 i. to 6 xi. |
| 7 | Evaluation of application for registration | 7 i. to 7 v. |
| 8 | Scheduling of e- reverse auctions | 8 i. to 8 xxxvii. |
| 9 | Earnest Money Deposit | 9 i. to 9 vi. |
| 10 | Security Deposit | 10 i. to 10 vii. |
| 11 | Declaration of Near Relative | 11 |
| 12 | The Provisions of Public Procurement | 12 |
| 13 | Period of Contract | 13 |
| 14 | Letter of Acceptance (LOA) | 14 i. to 14 iii. |
| 15 | Work Order - Fulfillment of work within stipulated time and penalty in case of failure: | 15 i. to 15 xi. |
| 16 | Termination of contract | 16 i to 16 xi. |
| 17 | Corrupt practices | 17 |
| 18 | Maintenance and Furnishing of Information: | 18 i. t 18 iii. |
| 19 | Safety of Goods | 19 i. to 19 iii. |
| 20 | Holding or retention of stocks prohibited | 20 i. to 20 v. |
| 21 | Recovery of dues | 21 |
| 22 | Damage to third party | 22 |
| 23 | Forgery of Signatures | 23 |
| 24 | Payment of Bills | 24 i. to 24 ix. |
| 25 | Responsibilities under various ACTS | 25 i. to 25 iii. |
| 26 | Compliance with Directions | 26 |
| 27 | Claims | 27 |
| 28 | Filing of FIR incase of diversion of trucks | 28 |
| 29 | Infrastructure | 29 |
| 30 | Observance of Law | 30 |
| 31 | Other Terms and Conditions | 31 i. to 31 xix. |
| 32 | Cancellation | 32 i. to 32 ii. |
| 33 | Severability | 33 |
| 34 | Indemnity | 34 i. to 34 ii. |
| 35 | Successors and Assigns | 35 |
| 36 | Waiver | 36 |
| 37 | Amendment | 37 i. to 37 ii. |
| 38 | Assignment | 38 |
| 39 | Counter parts | 39 |
| 40 | Force Majeure | 40 |
| 41 | Interpretation | 41 |
| 42 | Independent Relationship | 42 |
| 43 | General | 43 |

| | | |
|----|---|------------------|
| 44 | Arbitration | 44 i. to 44 vii. |
| 45 | NCDEX e Markets Limited (NeML) Dis-claimer | 45 i to 45 xiii. |
| 46 | Jurisdiction | 46 |
| 47 | Application for enrolment as Transport Contractor | Annexure-1 |
| 48 | Check list form for participants | Annexure-2 |
| 49 | Affidavit – I | Annexure-3 |
| 50 | Affidavit – II | Annexure-4 |
| 51 | Bidders Declaration | Annexure-5 |
| 52 | Bank Declaration | Annexure-6 |
| 53 | Average estimated quantities for one month, Contract Value, EMD, SD & other details | Annexure-7 |
| 54 | Approved Schedule of Rates | Annexure-8 |
| 55 | Contact details | Annexure-9 |
| 56 | Turn Over Certificate | Annexure-10 |
| 57 | Vehicle particulars | Annexure-11 |
| 58 | Bank Guarantee – Proforma | Annexure-12 |

**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

.....

TENDER DETAILS

| Sl. No | Item | Description |
|--------|---|--|
| 1 | Department/Corporation Name | Andhra Pradesh State Civil Supplies Corporation Ltd., |
| 2 | ZONE -II | 8 districts in Andhra Pradesh |
| 3 | Tender Subject | Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for appointment of Paddy transport contractor for (8 districts) for transportation of paddy for a period of two years i.e 2024-2026 for Zone – II |
| 4 | Period of Contract | Two Years |
| 5 | Form of Contract | Price Quoted |
| 6 | Tender Type | e - Reverse auction |
| 7 | Tender Category | Transportation |
| 8 | EMD amount | 2.5% on estimated contract value * EMD amount payable read as given in Annexure -7 |
| 9 | EMD – Mode of Payment | Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit EMD (margin money) with the NCDEX e Markets Ltd into the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer. |
| 10 | No. of Schedules | 8 |
| 11 | Bid validity | 90 days from the date of e-reverse auction |
| 12 | Bid Document Download start date | 07.10.2024 |
| 13 | Last Date and Time for receipt of Technical Documents | 16 October 2024 before 05:00 PM IST |
| 14 | e- reverse auction date | Schedule enclosed |
| 15 | Tender Inviting Authority | Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD. |
| 16 | Address | Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007 |
| 17 | E-Mail ID | proc-apscsc@ap.gov.in |

| | | |
|----|------------------------------|--|
| 18 | General Terms and Conditions | Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail: proc-apscsc@ap.gov.in |
|----|------------------------------|--|

**VC & MANAGING DIRECTOR
APSCSCL: VIJAYAWADA**

Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) invites online Tenders for appointment of district wise transport contractor for transportation of Paddy from PPCs at RSKs to rice mills/ godowns within and outside the district for KMS 2024-25 & 2025-26 FOR **ZONE – II**

INVITATION TO TENDER AND INSTRUCTIONS TO BIDDERS FROM ALL OVER INDIA FOR APPOINTMENT OF PADDY TRANSPORT CONTRACTORS

1. The Tender shall be invited through NeML Portal and any Corrigendum to the Tender Notice shall be issued in NeML. APSCSCL Portal only.
2. Prospective Bidders are requested to view NeML Portal/website regularly and tender document may be downloaded from (NeML) Portal <https://neml.in/circulars/todaycircular> or <http://www.apscscl.in/>
3. Aspiring Bidders/Suppliers who have not enrolled/registered in NeML Portal should enroll/register before participating through the website www.neml.in
4. Bidders can access tender documents on the website, fill them with all relevant information and submit the complete tender document to tender to NeML.
5. Tenders and supporting documents should be submit to NeML to askus@neml.in . Hard copy of the tender documents will not be accepted.
6. The Terms & Conditions stipulated in the tender form (RFP) shall prevail over the General Terms & Conditions (GTC) of NeML portal.
7. **Any fee claimed/ Charged by the NeML portal shall be paid by the bidder. Non-payment of portal charges by the successful bidder would tantamount to resiling from the bid.**
8. Last date for online submission of tender is before 05:00 P.M. IST on **16th October 2024**
9. Tender to remain open for acceptance upto 90 days from the date of e- Reverse Auction
10. The VC & Managing Director, APSCSCL may extend the bid validity by another 30 (Thirty) days with mutual consent of APSCSCL and Bidder.

Invitation to Tender

FROM:

The VC & Managing Director,
APSCSCL,
Vijayawada.

To

Dear Sir(s),

For and on behalf of the Andhra Pradesh State Civil Supplies Corporation Limited (herein after called the Corporation) the VC & Managing Director, APSCSCL, invites Tenders online at (NeML) Portal ([URL:www.trade.neml.in](http://www.trade.neml.in)) for appointment of district wise paddy transport Contractors for transportation of Paddy from PPCs at RSKs to rice mills/ godowns within and outside the district for KMS 2024-25 & 2025-26 or such later date as may be decided.

VC & MANAGING DIRECTOR

GENERAL INFORMATION TO THE BIDDERS**1. OBJECTIVE: -**

Andhra Pradesh State Civil Supplies Corporation Limited invites district wise online Tenders for transportation of Paddy from PPCs at Rythu Seva Kendras to rice mills/ godowns within and outside the district(s) for KMS 2024-25 & 2025-26 or any other work as entrusted by the Corporation from time to time for a Period of two years. The quantity of paddy likely to be transported which is annexed may vary depending on the quantity of paddy procured during the current KMS procurement season and also basing on the current situation.

2. SCOPE OF WORK: -

- i. Transportation Services shall mean Transportation of paddy from PPCs at RSKs to rice mills/ godowns within and outside the district(s) for KMS 2024-25 & 2025-26 or any other work as entrusted by the Corporation from time to time for a period of two years.
- ii. The bidder shall get acquainted with the nature of transportation and with the condition of roads, availability of routes, distance and such other criteria for transportation of paddy from PPCs at RSKs to rice mills/ Godowns etc and for completing the delivery in the concerned district/s. Once the tender is submitted, the bidder is deemed to have fully acquainted itself with the all the conditions obtaining at the work front and the bidder will not be entitled for any compensation on account of road blockade, diversions on the route, bad roads etc., and any such disruptions that occur during transportation of goods.
- iii. The bidder shall make available, the number of vehicles required at the premises of the PPCs at RSKs in time and to deliver the paddy at the rice mills immediately. No waiting charge or demurrage will be considered.
- iv. The successful bidder is prohibited from Sub-contracting the work of transportation under this Tender. The successful bidder shall have to transport the paddy from PPCs at RSKs to rice mills at its risk and cost.
- v. The Corporation is implementing the Vehicle Tracking System in all the Districts in order to monitor the transportation of paddy to avoid any diversion. The Functional GPS Devices shall be provided by the Supplier cum service provider appointed by the APSCSCL on rental basis. The paddy transportation Contractor has to necessarily get their Vehicles (Own & Hired also) installed with the Functional GPS Devices at their own cost for implementation of GPS Vehicle Tracking System.
- vi. Transportation of stocks from the PPCs at RSKs to rice mills/ godowns is indicative. The bidder shall undertake such other related activities as and when required from time to time as per the orders received from the Govt. of AP/ GOI. The expressions "Bidder", "Successful Bidder" "Transporter" "Paddy Transportation Contractor", and "Contractor" are used interchangeably as the context requires.

- vii. The procedure and registration of transporters, terms and conditions may be amended if necessary, prior to conduct of e- reverse auction. Details of such amendments will be uploaded in the website www.apscscl.in/ www.neml.in for the information of the participants.

3. VOLUME OF WORK: -

- i. No definite volume of work/quantities to be performed/delivered is guaranteed during the currency of the contract. The particulars given in the Annexure-7 are intended merely to give the Bidders an idea of the approximate quantum of work to enable them in making their own assessment for quoting the rates in accordance with the conditions of the Contract. As such, the quantum of work may increase or decrease. It should be clearly understood that no guarantee is given that all the items of work as shown in the Annexure-7 of the tender will be required to be performed.
- ii. The Contract, if any, which may arise from this tender, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Bidder and as given in the Annexures and appendices to this tender.
- iii. **Inter District Transportation:**
- a. In case of Inter District Transportation of paddy, the receiving district paddy transport contractor shall under take the movement from the dispatch district to the receiving district with the lowest approved rate among the Source district and receiving district.
- b. In case, if the paddy transport contractor of receiving district expresses his unwillingness to take up the Inter District paddy transportation at the lowest approved rate as mentioned in the above clause, then the work shall be entrusted to the paddy transport contractor of Source/dispatch district with the lowest approved rate among the Source district and receiving district.
- c. If the paddy transport Contractors of both Source district and receiving district fail to take up the Inter District paddy transportation at the lowest approved rate, then the concerned Joint Collector & EOED., APSCSCL shall make Inter District Transportation arrangements duly recovering the cost at Double the rate (considering the lowest approved rate among the Source district and receiving district) from the paddy transportation bills /Security Deposit amount of the Paddy transportation Contractor of the receiving District.

4. ELIGIBILITY / PREQUALIFICATION CONDITIONS: -

- i. Bidder should have total Turn Over of Rs.1,00,00,000/-(Rupees One Crore only) and above in any one of the immediate preceding five years as certified by the Chartered Accountant. Unless this clause/condition is satisfied, further evaluation of the bid will not take place.
- ii. Bidder should have experience in Rake Handling and / or Transportation duly obtained from the PSU / Govt. Dept. / Public Ltd. Company / Private

Ltd, Company dealing in the field of Food grains/Food products in any of the immediate preceding five years and should have executed in the immediate preceding five years from the bid due date the work of the value as under (the experience of running contract should also be considered) and such experience certification should be done by State Head or competent authority of the concerned organization only.

- a. At least 25% of the estimated value of the contract to be awarded, in one single contract.

OR

- b. 50% of the estimated value of the contract to be awarded, in multiple contracts.

- iii. Bidder without the requisite experience in the field as mentioned in clause 4(ii) may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the estimated contract value from Public Sector Banks or Reputed Private Sector Banks acceptable to APSCSCL. The bank guarantee shall be kept valid and enforceable till the expiry of Six months after the contract period.

- iv. If the Bidder is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.

- v. The period for the purpose of financial experience and technical experience will be taken as financial year -1st April, to 31st March, for the quantum of work as mentioned in clause 4 (i) and 4(ii).

- vi. Details of vehicle required for each district

vii. **Details of district wise Vehicles required for both Khariff & Rabi procurement districts**

| S.no | District | Own | Hired | Total |
|------|----------|-----|-------|-------|
| 1 | Prakasam | 1 | 2 | 3 |
| 2 | ASR | 1 | 2 | 3 |
| 3 | Eluru | 6 | 24 | 30 |
| 4 | Krishna | 7 | 25 | 32 |
| 5 | Kurnol | 1 | 2 | 3 |
| 6 | Kakinada | 5 | 20 | 25 |
| 7 | Nellore | 1 | 2 | 3 |
| 8 | Nandyal | 1 | 2 | 3 |

- viii. **Note:** The above table outlines the minimum number of vehicles required for paddy procurement. However, the Contractor should be prepared to arrange additional vehicles as and when required to transport the actual quantity of paddy procured without any delay

Note: The above table outlines the minimum number of vehicles required for paddy procurement. However, the Contractor should be prepared to arrange additional vehicles as and when required to transport the actual quantity of paddy procured

without any delay. The words Lorries and Vehicles are used interchangeably as the context requires

- ix. In case of hired vehicles, the bidder should furnish hire agreement with the owners for a minimum period of Two years otherwise they are not eligible to participate in tenders. All the hired vehicles also should cover all the terms and conditions on par with the own vehicles. Owners of Trucks/ Trucks facing prosecution under EC Act/Legal Metrology Act/ Food Security Act/ diversion cases are not eligible to be engaged for the transportation work under this Tender and should not be hired. All details pertaining to the Truck/Vehicle should be furnished in the Tender form. Tenders without vehicle details and/or copies of the vehicle RC, Insurance, Pollution Certificate along with copy of valid RTA permits stands automatically disqualified.
- x. The successful Bidders have to utilize his/ her/their own / hired vehicles which were declared in tenders for transportation of paddy from PPCs at RSKs to rice mills in and outside the districts in addition to engaging other vehicles as and when required without fail.
- xi. In case of extension of contract period the contractor should submit the hire agreement for the extended period also.
- xii. Bidders should offer separate vehicles for each district, in case they are applying for more than one district. In case if same Lorry/Lorries are offered in more than one district, if a bidder is awarded a contract (becomes L1) for One (1) district, they are ineligible to participate in the bidding for another district.
- xiii. The vehicles already engaged in any other contractual agreement with APSCSCL/any other Government/Private agency shall not be permitted.
- xiv. The APSCSCL itself will obtain the Clearance Certificate from Vigilance & Enforcement authorities as to whether, the existing KMS 2022-24 paddy transport contractor/firm of APSCSCL is blacklisted or not.
- xv. The APSCSCL itself will obtain the satisfactory certificate from the Joint Collectors & EOEDs of the concerned districts on the existing KMS 2022-24 Paddy transport contractor/firm of APSCSCL on the following requisite points:
 - a. The Contractor is not involved in any diversion case.
 - b. Transported the stock within the stipulated time without any delay.
 - c. Arranged sufficient vehicles during the contract period.
- xvi. Age of lorry offered (Make in the RC Book) should not exceed 15 years before 31.10.2026 i.e., the Lorries manufactured/model before 01.11.2011 will not be considered. The bidder shall provide certificate from Pollution Authority.
- xvii. In case of filing of single bid for a particular district and if a particular bidder has become L-1 for more than one district then the decision of awarding contract / Recall will be at the sole discretion of the VC & Managing Director.

- xviii. Every tender should be accompanied by an Affidavit sworn and signed before a Notary on Rs.100/- stamp paper to the effect that the bidder has no past or present criminal record with the Police / Vigilance or the Civil Supplies Department. The affidavit (Annexure 3 and 4) should also contain that they do not belong to any of the prohibited category to file Tenders such as those noted in conditions prescribed above.

5. 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 (Annexure 3). Even Contractors who are prosecuted under The Essential Commodities Act, The Legal Metrology Act, The National Food Security Act or rules made there under 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. In case of any kind of participation or filing of tender by such person(s)/Firm(s), the Corporation shall forfeit the entire EMD amount as penalty for such an act of false declaration besides rejecting the tender. Even if the tender is finalized, the Corporation is at liberty to cancel the tender and forfeit the Security Deposit and Bank Guarantee if any, whenever it comes to the notice besides recovering the liquidated damages.
- ii. Rice Millers Associations/Rice Mill Lorry Owners Associations/ Food grains Wholesale and Retail Dealers or their Representatives or Associates are prohibited from participating in the Tenders. However, the The Registered Lorry Owners Associations existing in the district are eligible to participate in the Tenders duly furnishing an undertaking by the elected President of the Association stating that there are no members in the Association, who are also the members of any Rice Millers Lorry Owners Association. An affidavit has to be given by the President / General Secretary of the Association stating that none of the Lorry Owners furnished in the list given by the Lorry Owners Association is booked under any Civil Case or Criminal Case or Essential Commodities Act, The Legal Metrology Act, The Food Security Act or rules made thereunder etc. Minimum number of vehicles in the name of an individual or partnership firm is applicable to the Association as a whole. The names of the vehicle owners shown against "Own vehicle list" shall be the members of the Association and give their consent to the Association in writing duly notarized to utilize their vehicles for the purpose of movement of paddy for the district for which tender is filed. In respect of hired vehicle, hired agreements to be furnished by the Association duly notarized.
- iii. Existing Stage II/ Stage I Contractors, F.P. Shop Dealers or their Representatives or Associates are prohibited from participating in the tenders.
- iv. Public carrier vehicle operators (PCVO) or transport contractors terminated by any of the Govt. Organization for malpractices are not eligible to participate in tenders.
- v. If any person or Firm or Company who has been blacklisted files a Tender under a benami name or by concealing its true identity, 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 Security Deposit, Bank Guarantee, etc.

- vi. Minors are not eligible to file or participate in Tenders.
- vii. Bidders are not entitled to utilize the trucks of the Rice Millers/ Rice Millers Associations or Stage II Contractors & Stage I contractors. In other words, they should not use vehicles of the Rice Millers/Associations or Stage I/ Stage II Contractors under any circumstances.
- viii. Bidders who have been blacklisted/debarred/Banned/Suspended by APSCSCL/Food Corporation of India/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance will be ineligible during the period of such debarment or for a period of two years from the date of debarment, whichever is earlier.
- ix. Any Bidder whose contract with the APSCSCL/Food Corporation of India/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last two years, will be ineligible.
- x. Bidder whose Earnest Money Deposit and/or Security Deposit has been forfeited by APSCSCL/Food Corporation of India/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance during the last two years, will be ineligible.
- xi. If the proprietor /any of the partners of the Bidder firm/any of the Director of the Bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Bidder will be ineligible.
- xii. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.
- xiii. A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity is found to be not satisfactory as per the certificate submitted from respective Joint Collector & EOEDs of APSCSCL Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- xiv. In case, if “Non-Clearance Certificate” is received from Vigilance & Enforcement authorities on the paddy transport contractor/firm appointed for the previous period/period 2022-24 then the bidder/firm will be ineligible for participating in tenders for a period of two years for all districts.

- xv. In case, if any bidder, then the bidder/firm will be deemed to be ineligible for current tender and also debarred from participating in the future tenders for a period of two years for all districts.

6. INSTRUCTIONS FOR SUBMITTING TENDER: -

- i. The tender shall be submitted technical Documents to NeML.
- ii. The completed applications in every respect, along with relevant technical documents meeting the mandatory bid criteria and proof of payment of fee particulars /registration charges, all of which must be self-attested and signed by an authorized person, shall be submitted as scanned copies on or before 16/10/2024 by 5:00 PM to the following email address: askus@nemi.in
- iii. NeML will evaluate the technical documents submitted. Only those bidders/tenderers who provide valid documentary evidence in compliance with the eligibility criteria/conditions will be considered for technical qualification. The bidders have to deposit the registration fee of Rs 5900 (Rs 5000+18%GST) along with their bid documents, If the bidder is already registered/ Renewed their account for FY 2024-205 not required to pay again. The registration fee can be directly transferred to the bank account given below:
- | | | |
|-------------------|---|---------------------|
| Bank Name | : | HDFC Bank |
| Bank Account Name | : | NCDEX e Markets Ltd |
| Account | : | 00990690013050 |
| IFSC Code | : | HDFC0000060 |
| Branch Name | : | Fort |
- iv. **Technical Bid shall include the following:**
- a. All the pages of the RFP document including Annexures shall be signed and submitted to NeML in confirmation that the bidder is aware and understood all the terms and conditions of this tender document.
- b. Signed, scanned copies of the following documents should be submitted to askus@nemi.in
- i. Earnest Money Deposit details along with receipt, if any.
- ii. Turnover Certificate from Chartered Accountant as per the format provided in *Annexure-10* for Turnover Certificate supporting the Turn Over Criteria and Experience criteria as mentioned in clause 4 (i & ii)
- iii. Audited Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for any three financial years of the preceding Five Years i.e., FY 2019-20, FY 2020-21, FY 2021-2022, FY 2022-23 and audited / Provisional for 2023-24.
- iv. Income Tax Returns for any three financial years of the preceding Five Years (FY 2019-20, FY 2020-21, FY2021-22, FY 2022-23 and FY 2023-24)
- v. Affidavit – I 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 3 – Affidavit duly signed by the authorized signatory.
- vi. Affidavit – II on non-judicial stamp paper worth Rs. 100/- that the bidder/firm is not having any links with the Rice Millers/ Rice Millers

- Association/ Rice Millers Lorry Associations/ Foodgrains Wholesale and retail dealers etc. in the format given in Annexure 4 – Affidavit duly signed by the authorized signatory.
- vii. In case of partnership firm or Corporate, a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association, as the case may be, should be furnished.
 - viii. Attested copies of PAN & GSTIN
 - ix. The address proof of the authorized signatory viz., 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.
 - x. Bank account details along with IFSC code, Branch details, address shall be furnished on the letterhead and certified by the concerned banker.
 - xi. Age of lorry/Vehicle offered (Make in the RC Book) should not exceed 15 years before 31.10.2026 i.e., the Lorries manufactured/model before 01.11.2011 will not be considered. The bidder shall provide certificate from Pollution Authority.
 - xii. The bidder shall also submit Fitness certificate issued by respective District Transport Office (DTO) for all the vehicles mentioned in the tender document that the vehicles are fit for transportation of Essential Commodities.
 - xiii. Particulars of vehicles owned/hired shall be furnished.
 - xiv. The copies of RC Books, latest Form 24 B (Registered abstract), Fitness certificate, Insurance and valid permits of own/hired vehicles declared in the tender along with hire agreement in case of hired vehicles up to 31.10.2026, shall be uploaded.
- c. The applicant / Bidder Shall be a Legal entity (Company, Partnership Firm, LLP, one person company, Sole Proprietorship or a society).
 - d. Board Resolution duly certified authorizing the person signing the Bid and Bid documents in case of a Company.
 - e. Deed of Partnership, Copy of the Registration of the Firm with Registrar of Firms; Memorandum & Articles of Association, Bye laws as the case may be.
 - f. The Transporter / Bidder should submit letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or corporate body.
 - g. The Bidder shall submit a signed declaration form (Annexure -5)
- v. **SIGNING OF TENDER: -**
- a. The authorized signatory shall sign all the documents duly indicating in what capacity he/she is signing the documents, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be submitted along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by

the Company authorizing the person signing the tender to do so on behalf of the company shall be submitted along with a copy of the Memorandum and Articles of Association of the Company.

- b. The representative who signs the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matter, pertaining to the Contract. If the representative fails to produce the said power of attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law.
- c. The Power of Attorney should be signed by the Managing partner in case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person authorized by the Board in case of a Company. The Power of Attorney duly signed should be scanned & uploaded.
- vi. Price Bid has to be quoted at the requisite place in the NeML Portal i.e www.trade.neml.in .
- vii. The Bidders are advised to read carefully all the terms and conditions of the Tender, prescribed proforma, affidavits and the stipulated criteria. Tender/s not conforming to the mandatory bid criteria shall be summarily rejected.
- viii. Tenders should be uploaded/ submitted as scanned copies on or before 16/10/2024 by 5:00 PM to the following email address: askus@neml.in Hard copy of the tender documents will not be accepted. However the successful bidder will have to submit the original hard copy of RFP duly signed on each page of RFP along with annexures/ appendices duly attested on or before the date & time stipulated by APSCSCL, failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of the contract through the letter of acceptance will be issued to the successful bidder only after he fulfills this requirement.
- ix. The supporting documents shall be scanned and Submitted by Bidder clearly, neatly and accurately in readable format. Any alterations, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.
- x. Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed will be rejected.
- xi. It should be clearly understood by the Bidder that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.

7. EVALUATION OF APPLICATION FOR REGISTRATION: -

- i. The applications received by NeML before the last date and time mentioned in this document will be evaluated. However, APSCSCL reserves the right to extend the submission date of applications, subject to the publication of a

circular/corrigendum regarding such extensions on the website apscscl.in as well as on NeML.

- ii. NeML will evaluate the technical documents submitted. Only those bidders/tenderers who provide valid documentary evidence in compliance with the eligibility criteria/conditions will be considered for technical qualification.
- iii. Only such bidders who meet the technical qualifications will be allowed to participate in the e-reverse auction to be conducted on www.trade.neml.in.
- iv. The registered bidders will not be individually notified about their technical qualification or their participation in the e-auction. They are free to contact NeML via email at askus@neml.in.
- v. The completed technical and relevant documents must reach NeML before **5:00 PM IST of 16 October 2024**

8. SCHEDULING OF REVERSE AUCTIONS: -

- i. Based on the requirements, APSCSCL through their Head Office will notify NeML to schedule e reverse auctions. Further such details will be posted on the web site of APSCSCL www.apscsc.gov.in & www.neml.in. Neither the APSCSCL nor NeML will individually intimate to the registered Bidders regarding the Reverse Auction schedule.
- ii. The decision of the APSCSCL regarding technical/commercial eligibility of the individual bidder to be invited for e- Bidding/RA (Reverse Auction) shall be final.
- iii. Detailed e- reverse auction schedule can be viewed and downloaded from www.apscsc.gov.in & www.neml.in
- iv. The bid submitted under e-bidding shall remain valid for 90 days from the Bid Opening Date (till 24.00 Hrs IST). The Bid validity can be further extended with mutual consent of APSCSCL and bidders.
- v. The services offered in e-Bidding/RA cannot be withdrawn by the bidders from NeML during the bid validity period.
- vi. The APSCSCL reserves right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail/NeML to the bidders.
- vii. Any amendment/corrigendum to the e-bid invitation issued by the APSCSCL will be made online and shall be uploaded on the NeML.
- viii. The NeML, after scrutiny of application for registration will enroll the applicants on the platform, they will be allotted with member ID and password by NeML to enable them in participating in e-auction.
- ix. The NeML in consultation with APSCSCL, will schedule the auctions. e-auction calendar will be published on the website of NeML. The registered bidders are requested to go through the auction calendar carefully before

participating in e-auction and no separate intimation will be given in this regard.

- x. Alternatively, the registered bidders may contact the Customer Service Group on phone numbers (022) 48810500 of NeML for information on schedule of e-Auction. The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website in their own interest, rather than depending on other mode of information sources.
- xi. The participation by the bidder in e- bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e- bidding including NeML Terms and Conditions (GTC), Special Terms and Conditions (STC) and Additional Terms and Conditions (ATC). However, the APSCSCL shall have right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the tender document.
- xii. The APSCSCL reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e- bidding process.
- xiii. The participating bidders shall not disclose details of their bids or other details of their e- bids to other bidders or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002
- xiv. The APSCSCL/NeML will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- xv. Against RA conducted on NeML, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non – responsive and will not be considered.
- xvi. As per the instructions of Gol letter dated: 06.05.2019, a State Level Committee (SLC) had been constituted and SLC had finalized the Schedule of Rates (SoR), under five slabs. The approved Schedule of Rates (SoR) for each slab are as follows:

| Sl. No | Slabs | SoR |
|---------------|------------------------|--|
| 1 | Up to 8kms (flat rate) | Rs.190/- per MT |
| 2 | >8kms up to 20kms | Rs.190/- per MT + Rs7 per km per MT over and above 8km |
| 3 | >20kms up to 40kms | Rs.190/- per MT +Rs.84 per MT + Rs.6.50 per km per MT over and above 20 km |
| 4 | >40kms up to 80kms | Rs.190/- per MT + Rs.214 per MT + Rs.6.00 per km per MT over and above 40 km |
| 5 | Above 80kms | Rs. 190/- per MT + Rs.454 per MT+Rs.5.50 per km per MT over and above 80 km |

- xvii. There will be five slabs in each district. i.e 0 to 8kms, from 9 upto 20 kms,

from 21 upto 40kms, from 41 upto 80kms and above 80kms. The Schedule of Rate (SoR) provided in the first slab will be flat rate i.e fixed price per MT irrespective of distance involved and the SoR for other slabs will be rate per KM per MT.

- xviii. The bidder should submit Price Bid in terms of % of Above or Below of SoR which remains same for all the slabs. Bidders shall quote the A/B SoR for providing Transportation inclusive of all duties and other statutory levies payable by them).
- xix. **The minimum Bid Tick size is 0.50 % (Percentage).**
- xx. In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- xxi. The bids submitted after the closing time of e- reverse auction will be rejected by the system.
- xxii. The start/Reference Price and Step Value of Decrement shall be indicated to the Bidders/bidders at the start of the e – reverse auction. Any participating bidder can bid one or multiple minimum Bid Tick size lower than the prevailing Lowest Bid at that time.
- xxiii. **Illustration:**
- a. Price Bid has to be quoted at the requisite place in the NeML Portal.
 - b. The bidder shall quote one uniform percentage of rate with respect to the schedule of rates. The same percentage is applicable to all the five slabs.
 - c. No separate rates shall be quoted for each slab.
 - d. The bidders/ tenders shall quote the rates on the NeML portal in the below prescribed manner only:

Schedule of rates (SOR)- The bidder cannot quote negative value as per NeML format. The Schedule of Rate value is equivalent to 100% and accordingly, the BSOR can be between 0 to 100 % and the ASOR will be above 100%.

If the Schedule of Rates (SoR) as mentioned in the bid is **Rs. 100** then the percent rate quoted by the bidder (**after e- reverse auction**) on the NeML portal will be treated as under:

- I. If the bidder quotes 100% then the rate will be treated as Rs. 100 X 100% i.e. Rs. 100 which is equivalent to Schedule of Rates (SoR). i.e. at par with SoR.
- II. If the bidder quotes 60% then the rate will be treated as Rs. 100 X 60% i.e. Rs. 60 which is Below Schedule of Rates (BSoR). i.e. 40% BsoR.
- III. If the bidder quotes 120% then the rate will be treated as Rs. 100 X 120% i.e. Rs. 120 which is Above Schedule of Rates (ASoR). i.e. 20% ASoR.

Example.1: if the bidder quotes 100 % then the rate will be treated as Rs. 100 X 100% i.e. Rs. 100 which is equivalent to Schedule of Rates (SoR). i.e. at par with SoR

| Sl. No | Slabs | SoR per MT in Rs | Rate quoted by the bidder in % | Applicable Rates under all five slabs in Rs |
|--------|--------------------|------------------|--------------------------------|---|
| 1 | 0-8kms(flat rate) | 190/- | 100% | 190/- |
| 2 | >8kms up to 20kms | 7.00 /km | 100% | 7.00 /km |
| 3 | >20kms up to 40kms | 6.50/km | 100% | 6.50/km |
| 4 | >40kms up to 80kms | 6.00/km | 100% | 6.00/km |
| 5 | Above 80kms | 5.50/km | 100% | 5.50/km |

- e. If a truck transports MTs 20. 000 to a distance of 5 Kms, the transportation charges will be :
 SoR Charges = 20*190 = Rs. 3,800/-
 Total Transport Charges = Rs. 3,800/-
- f. If a truck transports MTs 20.000 to a distance of 18 kms, the transportation charges will be :
 SoR Charges = 20*(190+(18-8)*7) = 20*(190+70) = Rs.5,200/-
 Total Transport Charges = Rs.5,200/-
- g. If a truck transports MTs 20.000 to a distance of 35 kms, the transportation charges will be
 SoR Charges = 20*(190+(20-8)*7+ (35-20)*6.50)
 = 20*(190+84+97.50) = Rs. 7,430/-
 Total Transport Charges = Rs. 7,430/-
- h. If a truck transports MTs 20.000 to a distance of 65 kms, the transportation charges will be
 SoR Charges = 20*(190+ (20-8)*7+ (40-20)*6.50+(65-40)*6.00)
 = 20*(190+84+130+150) = Rs. 11,080/-
 Total Transport Charges = Rs. 11,080/-
- i. If a truck transports MTs 20.000 to a distance of 95 kms, the transportation charges will be
 SoR Charges = 20*(190+ (20-8)*7+ (40-20)*6.50+(80-40)*6.00+(95-80)*5.50)
 = 20*(190+84+130+240+82.50) = Rs. 14,530/-
 Total Transport Charges = Rs. 14,530/-

Example.2: If the bidder quotes 60% then the rate will be treated as Rs. 100 X 60% i.e. Rs. 60 which is Below Schedule of Rates (BSoR). i.e. 40% BSoR:

| Sl. No | Slabs | SoR per MT in Rs | Rate quoted by the bidder in % | BSOR | Applicable Rates under all five slabs in Rs |
|--------|-------------------|------------------|--------------------------------|------|---|
| 1 | 0-8kms(flat rate) | 190/- | 60% | 40% | 114/- |

| | | | | | |
|---|--------------------|----------|-----|-----|----------|
| 2 | >8kms up to 20kms | 7.00 /km | 60% | 40% | 4.20 /km |
| 3 | >20kms up to 40kms | 6.50/km | 60% | 40% | 3.90/km |
| 4 | >40kms up to 80kms | 6.00/km | 60% | 40% | 3.60/km |
| 5 | Above 80kms | 5.50/km | 60% | 40% | 3.30/km |

- a. If a truck transports MTs 20. 000 to a distance of 5 Kms, the transportation charges will be :
 SoR Charges = $20 \times 190 = \text{Rs. } 3,800/-$
 Below SoR Charges = $3800 \times 40\% = \text{Rs. } 1,520/-$
 Total Transport Charges = $3,800 - 1,520 = \text{Rs. } 2,280/-$
- b. If a truck transports MTs 20.000 to a distance of 18 kms, the transportation charges will be :
 SoR Charges = $20 \times (190 + (18-8) \times 7) = 20 \times (190 + 70) = \text{Rs. } 5,200/-$
 Below SoR Charges = $5,200 \times 40\% = \text{Rs. } 2,080/-$
 Total Transport Charges = $5,200 - 2,080 = \text{Rs. } 3,120/-$
- c. If a truck transports MTs 20.000 to a distance of 35 kms, the transportation charges will be
 SoR Charges = $20 \times (190 + (20-8) \times 7 + (35-20) \times 6.50)$
 $= 20 \times (190 + 84 + 97.50) = \text{Rs. } 7,430/-$
 Below SoR Charges = $7,430 \times 40\% = \text{Rs. } 2,972/-$
 Total Transport Charges = $7,430 - 2,972 = \text{Rs. } 4,458/-$
- d. If a truck transports MTs 20.000 to a distance of 65 kms, the transportation charges will be
 SoR Charges = $20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (65-40) \times 6.00)$
 $= 20 \times (190 + 84 + 130 + 150) = \text{Rs. } 11,080/-$
 Below SoR Charges = $11,080 \times 40\% = \text{Rs. } 4,432/-$
 Total Transport Charges = $11,080 - 4,432 = \text{Rs. } 6,648/-$
- e. If a truck transports MTs 20.000 to a distance of 95 kms, the transportation charges will be
 SoR Charges = $20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (80-40) \times 6.00 + (95-80) \times 5.50)$
 $= 20 \times (190 + 84 + 130 + 240 + 82.50) = \text{Rs. } 14,530/-$
 Below SoR Charges = $14,530 \times 40\% = \text{Rs. } 5,812/-$
 Total Transport Charges = $14,530 - 5,812 = \text{Rs. } 8,718/-$

Example.3: If the bidder quotes 120% then the rate will be treated as Rs. 100 X 120% i.e. Rs. 120 which is Above Schedule of Rates (ASoR). i.e. 20% ASoR.

| Sl. No | Slabs | SoR per MT in Rs | Rate quoted by the bidder in % | ASOR | Applicable Rates under all five slabs in Rs |
|--------|--------------|------------------|--------------------------------|------|---|
| 1 | 0-8kms (flat | 190/- | 120% | 20% | 228/- |

| | rate) | | | | |
|---|--------------------|----------|------|-----|----------|
| 2 | >8kms up to 20kms | 7.00 /km | 120% | 20% | 8.40 /km |
| 3 | >20kms up to 40kms | 6.50/km | 120% | 20% | 7.80/km |
| 4 | >40kms up to 80kms | 6.00/km | 120% | 20% | 7.20/km |
| 5 | Above 80kms | 5.50/km | 120% | 20% | 6.60/km |

- a. If a truck transports MTs 20.000 to a distance of 5 Kms, the transportation charges will be :
- SoR Charges = $20 \times 190 = \text{Rs. } 3,800/-$
 Above SoR Charges = $3800 \times 20\% = \text{Rs. } 760/-$
 Total Transport Charges = $3,800 + 760 = \text{Rs. } 4,560/-$
- b. If a truck transports MTs 20.000 to a distance of 18 kms, the transportation charges will be :
- SoR Charges = $20 \times (190 + (18-8) \times 7) = 20 \times (190 + 70) = \text{Rs. } 5,200/-$
 Above SoR Charges = $5,200 \times 20\% = \text{Rs. } 1,040/-$
 Total Transport Charges = $5,200 + 1,040 = \text{Rs. } 6,240/-$
- c. If a truck transports MTs 20.000 to a distance of 35 kms, the transportation charges will be
- SoR Charges = $20 \times (190 + (20-8) \times 7 + (35-20) \times 6.50)$
 $= 20 \times (190 + 84 + 97.50) = \text{Rs. } 7,430/-$
 Above SoR Charges = $7,430 \times 20\% = \text{Rs. } 1,486/-$
 Total Transport Charges = $7,430 + 1,486 = \text{Rs. } 8,916/-$
- d. If a truck transports MTs 20.000 to a distance of 65 kms, the transportation charges will be
- SoR Charges = $20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (65-40) \times 6.00)$
 $= 20 \times (190 + 84 + 130 + 150) = \text{Rs. } 11,080/-$
 Above SoR Charges = $11,080 \times 20\% = \text{Rs. } 2,216/-$
 Total Transport Charges = $11,080 + 2,216 = \text{Rs. } 13,296/-$
- e. If a truck transports MTs 20.000 to a distance of 95 kms, the transportation charges will be
- SoR Charges = $20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (80-40) \times 6.00 + (95-80) \times 5.50)$
 $= 20 \times (190 + 84 + 130 + 240 + 82.50) = \text{Rs. } 14,530/-$
 Above SoR Charges = $14,530 \times 20\% = \text{Rs. } 2,906/-$
 Total Transport Charges = $14,530 + 2,906 = \text{Rs. } 17,436/-$

- xxiv. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Bidder **and Corporation will not consider any request of enhancement in this regard.**
- xxv. The successful Bidder will be intimated the acceptance of his/her tender by a letter /email. The Corporation reserves the right to reject any or all the tenders without assigning any reasons.
- xxvi. 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 bidder shall result in the forfeiture of the EMD and blacklisting from further participation in the e-tenders for a period of two years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.

- xxvii. APSCSCL and NeML 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 NeML Platform. In case if e-tender 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/bidder will be notified in the website of APSCSCL and NeML.
- xxviii. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD/Security Deposit.
- xxix. The registered Bidders need to deposit 2.5% of the value plus of tender Mentioned in Annexure – 7 as EMD (margin money) to into the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer along with the NeML Transaction charges of 0.25 plus GST to participate in the e reverse auctions as given below:
- xxx. The bidders shall be allowed for bidding only if the requisite EMD amount is transferred to the provided Virtual Account
- xxxi. The bidders shall place their bids online on NeML platform www.trade.neml.in in the online bidding system made available by NeML as per the terms and conditions of the e-reverse auction.
- xxxii. The final results of the e- reverse auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the e- reverse auction session or after the conclusion of an e- reverse auction session shall not be accepted. Failure to accept the award of supply contract by the successful Bidder shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e- reverse auctions for a period of two years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xxxiii. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e - reverse auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e- reverse auction and is advised not to reveal it to anyone else so as to prevent misuse of the same. It is further suggested that Bidders are requested to change the password frequently to protect from misuse.
- xxxiv. APSCSCL & NeML portal 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 NeML Portal. In case if e- reverse auctions cannot be held on scheduled date due to Server problems, the e-

reverse 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 NeML.

- xxxv. The Invitation of Bids, the terms and conditions of the e- reverse auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder (here in after called the Contractor) along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the Contractor.
- xxxvi. The successful Bidder will be intimated of the acceptance of his tender by a letter /email.
- xxxvii. The Corporation shall not be under any obligation to entertain claims related to future obligation arising on Contractor related to Input Tax Credit (ITC) mismatch in GST return or wrongful availment of ITC by Contractor, if the same is not intimated within a period of 90 days from the date of issue of invoice. The Corporation reserves the right to claim from the bidder/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.

9. EARNEST MONEY DEPOSIT: -

- i. Every registered participant will be provided with a unique virtual account number by NeML. The registered participant shall deposit EMD 2.5% on the contract value prescribed in Annexure-7(B) plus NeML transaction charges along with the technical bid with NeML into the provided virtual account to participate in the proposed auctions by way of RTGS or electronic fund transfer
- ii. The EMD shall be forfeited if the bidder withdraws/impairs/derogates form the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its bid is false, misleading or forged; or fails to furnish requisite performance security within stipulated time required as per e-bid/RA conditions.
- iii. The Earnest Money Deposit remitted will not carry any interest.
- iv. The 2.50% of EMD amount of the successful bidders will be adjusted towards 10% of Security Deposit.
- v. The Earnest Money will be returned to all unsuccessful Bidders with in a period of 30 days from the date of issue of the acceptance letter and to a successful bidder, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However in case, the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 days of technical disqualification of the bidder. No interest shall be payable on Earnest Money, in any case.
- vi. The Bidder shall be permitted to bid on the express condition that in the case he resiles, or modifies his offer, or terms & condition thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and law, and the bidder will be liable for any loss suffered by the Corporation on account of its withdrawal/ modification etc. besides forfeiture of EMD. He will

also be debarred from participating in any other Tender Enquiry with APSCSCL for a period of two Years.

10. SECURITY DEPOSIT: -

- i. The successful Bidder shall furnish, within 15 working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract.
- ii. A sum equivalent to 10% of value of the Contract shall be paid as Security Deposit (after duly adjusting the 2.5% EMD amount towards Security Deposit) through NEFT/RTGS/Other Electronic Mode transfer in the bank account of the Corporation.

| Bank Name | Bank Account Name | Account Number | IFSC Code | Branch Name |
|-----------|---------------------|-------------------|-------------|------------------------|
| SBI | VC & MD, APSCSCL | 00000037270582042 | SBIN0016857 | MG Road, Vijayawada |

- iii. If applicable, an additional sum equivalent to 10% of the value of the contract value, in terms of an undertaking provided by the bidder for relaxation of experience conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Public Sector Banks or Reputed Private Sector Banks acceptable to APSCSCL which shall be enforceable till six months after the expiry of the contract period.
- iv. In case of failure of bidder to deposit the Security Amount or the Bank Guarantee as stipulated within 15 working days of acceptance of his tender, further extension of 7 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another 7 working days with the levy of penalty @ 2% on the whole amount of the Security Deposit. If the security deposit/Bank Guarantee is not furnished within the period of 15 Working days/ extended period, the EMD will be forfeited besides blacklisting the bidder for a period of Two years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of APSCSCL provided all the recoveries/ dues have been affected by the Corporation and there is no dispute pending with the contractor/party.
- v. In the event of the Bidder's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period his contract shall be summarily terminated besides forfeiture of Earnest Money and the corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of two years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of APSCSCL provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

- vi. The Security Deposit/Bank Guarantee (as per clause 4 ii & iii) furnished by the bidder will be subject to the terms and conditions mentioned in the RFP and the Corporation will not be liable for payment of any interest on the Security deposit.
 - vii. The Security Deposit will be refunded and Bank Guarantee (as per clause 4 ii & iii) will be returned to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a 'No due certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Contractor.
11. **DECLARATION OF NEAR RELATIVE:-**If the BIDDER of any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
12. **The provisions of Public Procurement (Preference to Make in India), order 2017** (dated 15.06.2017) read with subsequent amendments from time to time including amendments dated 04.06.2020 and 16.09.2020 and the provisions of Rule 144(xi) of the General Financial Rules (GFRs) 2017, as amended from time to time, shall be read as a part of the present tender to the extent applicable thereto. The said Order/Rule contains detailed provisions relating to policy of Govt of India to encourage „Make in India" and promote manufacturing and production of goods and services in India with a view to enhancing income and employment in India. The said policy provides for giving purchase preference to the local suppliers in the procurements by the Govt subject to certain terms and conditions as laid down therein.
13. **PERIOD OF CONTRACT:-** -The Contract shall remain in force for a period of two years from the date of the acceptance letter or till the procured paddy quantity is shifted to rice mills/ godowns or any other commodity entrusted by Government from time to time allotted and entrusted to the Contractor during the above period till entire paddy transportation is completed or such later date as may be decided by the VC & MD.
- The contract can be extended by the V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited at the sole discretion on the same rates, terms and conditions for a further period not beyond six months keeping in view of public interest. The action of the V.C. & Managing Director in extending the contract shall be final and binding on the contractor and shall not be questioned.
14. **LETTER OF ACCEPTANCE (LOA):-**
- i. 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.
 - ii. The tender accepting authority may also reject all tenders for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.

- iii. After acceptance of the tender, APSCSCL would issue Letter of Acceptance (LOA) only to the Successful Bidder.

15. WORK ORDER - FULFILMENT OF WORK WITHIN STIPULATED TIME AND PENALTY IN CASE OF FAILURE: -

- i. The successful Bidders (Contractor) will be informed by acceptance of the tender which will be communicated by letter /email.
- ii. The successful bidders are required to enter into an agreement on Rs. 500/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL and the prescribed Security deposit and Bank Guarantee if any.
- iii. The Corporation does not guarantee the minimum quantity, of work which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the APSCSCL and the qualified bidder is bound to transport as per the movement order of the APSCSCL.
- iv. Farmers are permitted to transport their own paddy by themselves from PPCs to rice mills/ Godown on an emergency basis to prevent delay in the transportation and safeguard the paddy against damage. In such instances transport charges will be reimbursed to the farmer who arranged the transportation, based on the approved rate. The contractor waives the right to claim transportation costs for the paddy transported by the farmer
- v. The Contractor shall be responsible to engage adequate number of transport vehicles for completion of the transportation within the stipulated time. If the contractor fails to complete the movement within the stipulated time, the VC & MD / Concerned District Civil Supplies Manager, APSCSCL, at his/her discretion and without terminating the agreement, will be at liberty to make alternate arrangements and to get the work done at the risk and cost of the contractor, who shall be liable to make good to the Corporation all such additional charges, expenditures, costs, etc., that the Corporation may incur or suffer thereby. The alternate arrangements mean Departmental movement by way of engaging lorries through Lorry Owner's Association or private parties and/or also appointment of ad-hoc contractor at the risk and cost of the contractor for movement of the stocks. The contractor shall not however be entitled to any gain in view of the alternate arrangements. The decision of the VC & MD, APSCSCL, in this matter is final and binding on the contractor.
- vi. In the event of default on the part of the contractor in performing his work under the agreement efficiently and to the entire satisfaction of the Corporation, the Corporation shall without prejudice and in addition to other available rights and remedies under the agreement have the right to recover from the contractor by way of penalty of Rs. 1,000 per truck/per day (truck of 20 Mts.) shall be kept for unlifted quantity for the delayed period per truck (20,Mts.)/Day without giving any notice. The decision of the Corporation on the question whether the contractor committed the default and on the quantum of penalty shall be final and binding on the contractor.
- vii. In the event of repetition of same default in transportation of paddy, the agreement is liable for cancellation and termination apart from recovery of expenditure incurred by APSCSCL in making alternate arrangements for paddy transportation from the Security Deposit and pending bills with the

Corporation apart from blacklisting of Transport Contractor and his/her/their authorized representatives. The action of the Corporation in this regard is final and binding on the Transport Contractor and it cannot be called into question.

- viii. The imposition of penalties as per the Clause is the sole discretion of the Concerned VC & Managing Director in case of failure of the contractor in adhering to the movement instructions and shall not be questioned.
- ix. Whenever a contractor fails to move the stocks in time to the satisfaction of the VC & Managing Director, the VC & MD is empowered to depute staff to augment the movement in time in this regard. The entire expenditure towards DA, TA of the staff so deputed, telephone bills, etc., shall be recovered from the contractor.
- x. The contractor shall transport paddy from PPCs at RSKs to rice mills/godowns from time to time. In case of any deviation to the instructions issued by the Concerned District Manager, transport charges will be paid and restricted strictly as per the instructions issued by the Concerned District Manager.
- xi. In case of disruption of roads due to floods, cyclone, collapse of bridge, etc., the Contractor shall obtain prior permission of Concerned VC & Managing Director for transportation via diverted alternate route duly giving reasons specifically.

16. TERMINATION OF CONTRACT:

- i. The contractor has solemnly stated that he nor any of his partners/representatives have, at any point of time, been black-listed by the Corporation or by any other Government Agency or involved in diversion of stocks or involved in any case under E.C Act or convicted by Court of Law in a criminal case. In the event of the statement proves to be wrong at any point of time, without prejudice to other rights and remedies, the Corporation is at liberty to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractor and/or forfeit the Security Deposit or any part thereof and also claim from the Bankers who give the bank guarantee for the sum or sums due that may be suffered or incurred by the Corporation due to the termination of the contract in view of the false declaration given by the contractor which comes to light at any point of time. The decision of the VC & MD, APSCSCL, is final and binding on the Contractor.
- ii. In the event of the contractor being adjudged insolvent or going into liquidation or winding up his business or making arrangements with their creditors or failing to observe any of the provisions of this contract or is convicted or punished under the provisions of the Essential Commodities Act or State/Central orders issued under the said Act or any other Acts or any of the terms and conditions governing the contract, the VC & MD, AP State Civil Supplies Corporation Limited shall be at liberty to terminate the contract forthwith, without prejudice to any other rights or remedies, and to get the work done for the un-expired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.

- iii. It shall be open to the Corporation to suspend the transport contract before ordering termination of the transport contract under this sub-clause. During the period of suspension, the Corporation is at liberty to make alternate arrangements at the risk and cost of the contractor.
- iv. The contractor or his representative is responsible for the quantity and quality of the stocks as taken delivery by him for transportation to the destinations as per the movement instructions issued by the Concerned District Manager. The Corporation shall have absolute right to suspend the contract at any time during the currency of the agreement, without any notice or without assigning any reasons, if the contractor or his representative is involved in a case under Essential Commodities Act or any other Acts or convicted by Court of Law in a Criminal case. The contractor is responsible for any acts of his representatives, agents, employees, including truck owner, driver/cleaner of the truck in which stocks are loaded for transportation.
- v. Since the transport contractor or his representatives are responsible for the quantity and quality of the stocks while in his custody, the contractor shall ensure delivery of stocks at destination as specified by the Concerned District Civil Supplies Manager. In the event of failure or diversion of trucks with stocks or even misappropriation of stocks, the VC & MD shall have absolute right to terminate the contract without any notice and forfeit the Security Deposit and invoke the Bank guarantee and withhold the pending bills. The action of VC & MD in this regard is final.
- vi. The Corporation shall have the right without prejudice to other rights and remedies in the event of breach of the contract or any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the Security Deposit or any part thereof and also claim from the Bankers who gives the Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.
- vii. The VC & MD, AP State Civil Supplies Corporation Limited, shall also have the right to claim from contractors or to forfeit the Security Deposit and invoke Bank Guarantee if any to recover any dues from the contractor.
- viii. In case the paddy Transport Contract is terminated due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said contractor with the Corporation, if any, will also be terminated and all payments to the contractor including securities under all Agreements will be forfeited.
- ix. The contractors shall be responsible to supply adequate and sufficient number of trucks and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the authorized representative of the corporation. If the contractors fails to supply the requisite number of

trucks the Corporation shall at its entire discretion, without terminating the contract be at liberty to engage other labour/trucks etc., at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Corporation shall be final and binding on the contractors.

- x. The Corporation reserves the right to forthwith cancel any supplies under this contract if the tender/bidder is blacklisted by the GST authorities
 - xi. The VC & Managing Director, APSCSCL reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractor shall not be entitled to any compensation by reason of such termination. The action of the VC & Managing Director, APSCSCL under this clause shall be final, conclusive and binding on the Contractor.
17. **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.
18. **MAINTENANCE AND FURNISHING OF INFORMATION:-**
- i. The contractor shall furnish to the Concerned District Manager the day wise details of movement of paddy from the PPCs at RSKs to rice mills / godowns without fail, with a copy to VC & Managing Director.
 - ii. The contractor shall not only maintain complete accounts but also furnish returns as and when requested by the Corporation in the proforma prescribed by the Corporation.
 - iii. The contractor shall produce his books and records for inspection and scrutiny by the VC & MD, APSCSCL, or Concerned District Manager or any Officer of the Corporation.
19. **SAFETY OF GOODS: -**
- i. The Transport Contractor shall be responsible for the safety of goods in his custody and take all possible measures like covering the stocks after loading with his own tarpaulins, tying with ropes, covering the decks of Trucks with tarpaulins to cover holes and crevices. Failing to cover the stocks and decks of trucks, a penalty of Rs.1,000/- will be levied per each truck, in addition to recovery of damages and losses. The Transport Contractor shall be responsible for all the losses arising in the transportation. The value of such losses shall be recovered from the Transport contractor at double the economic cost of custom milled rice as fixed by the Corporation.
 - ii. Any tampering with the quality of goods as taken delivery by the Transport Contractor during transit, the Corporation shall have absolute right to terminate the contract forthwith and forfeiture of the Security Deposit and Bank Guarantee if any. The value of such loss shall be recovered from the

Transport Contractor at double the economic cost.

- iii. As the Transport Contractor is responsible for safety of the paddy in his custody he must take all possible measures like noting down of Engine Number, Chassis Number, Driving License No., Phone No. and the Photograph of the Driver of the Truck engaged by him before the dispatch of the stock from the PPCs at RSKs in order to avoid any missing of Trucks with stocks, hijacking, etc. In the event of missing of truck, it is the responsibility of the Transport Contractor to file an FIR with respective Police Station for investigation and inform the concerned District Civil Supplies Manager and the Head Office within 24 hours. It is the responsibility of the Transport contractor to make good the loss to the Corporation. This loss shall be recoverable from the Transport contractor at double the economic cost of the stocks lost in the missing truck. The Transport contractor shall be liable to pay interest against the value of stocks from the date of missing of the Truck till the loss is made good to the Corporation.

20. HOLDING OR RETENTION OF STOCKS PROHIBITED: -

- i. The Transport Contractor is not entitled to retain in his custody the stock of the Corporation for any reason whatsoever and if he does so, he is liable to pay the economic cost as for the stocks retained by him in addition to other rights and remedies available to the Corporation. The retention of the stocks by Transport contractor is un-lawful and liable for prosecution.
- ii. If the truck carrying the stock etc. does not reach the destination within reasonable time due to break down or any other reason, the Transport Contractor should inform the District Manager immediately. Under any circumstances trucks should not travel beyond the destination point. Any deviation in the said instructions will be treated as diversion of stock illegally and cost of stock will be recovered at double the economic cost apart from other penal actions for illegal diversion of stock as per the terms of this Agreement.
- iii. In the event of loaded trucks at PPCs at RSKs/ Farmgate/ godowns for delivery by the Transport Contractor did not reach the designated mills within the reasonable time, the Transport Contractor is not entitled to any transportation charges. In such cases, the Corporation is empowered to levy and withhold the same as penalty.
- iv. If the trucks from PPCs at RSKs/ Farmgate/ godowns reaches the designated rice mills with a delay of 24 hrs or more and no information is furnished by the Transport Contractor about the halting or delay it will be treated as diversion of stock illegally and cost of stock will be recovered at double the economic cost apart from other penal actions. In other words the eternal vigilance over movement is the primary responsibility of the Transport Contractor till the stock reach the designated rice mills.
- v. In case of diversion of trucks by the Transport contractor, the Corporation is empowered to file FIR under relevant sections of against the transport

contractor by name as Accused No.1, his authorised business representative also be included by name as Accused No. 2 in addition to the Lorry Driver & Cleaner as accused No.3 & 4 respectively.

21. **RECOVERY OF DUES:-**Any sum of money due and payable to the contractor (including the Security Deposit and Bank guarantee refundable to the contractor) under this contract may be appropriated by the Corporation and set off against any claim of the corporation for the payment of any sum of money arising out of, or under this contract or any other contract made by the contractor with the corporation.

Should the above sums be not sufficient to cover the full amount of the claims, the contractor shall pay the Corporation on demand the balance amount due. Otherwise the Corporation is at liberty to recover the amount due under R.R. Act and other legal provisions.

22. **DAMAGE TO THIRD PARTY:** The contractor shall be solely responsible to any third party for any damage or injury caused due to the misfeasance, nonfeasance or malfeasance of the contractor.

23. **FORGERY OF SIGNATURES:** The Transport Contractor or his/her/their representative should acknowledge the receipt of paddy from the rice miller / godown and same should tally with the specimen signatures furnished to the DCSMs by the Transport contractor. If it is found that the signature is forged or signed by some other person as of the Transport contractor / representative, the agreement is liable for cancellation apart from recovery of damages from the Security Deposit and Bank Guarantee if any.

24. **PAYMENT OF BILLS:**

- i. The Transport Contractor shall transport paddy from PPCs at RSKs/ Farmgate from time to time as per the instructions issued by District Civil Supplies Manager, transport charges for the same will be paid and restricted strictly as per movement instructions issued by District Manager .
- ii. The District Manager will make payments to the Transport contractor under this agreement on submission of bills by the Transport Contractor supported by proper consignee receipts in originals (acknowledgements from the authorized representatives of the Corporation at the receiving ends).
- iii. Claims should be preferred with proper consignee receipts in full shape, failing which claim will be rejected. Transport Contractor is personally held responsible for any delay in settlement of such bills Corporation will not make any compensation or interest on such bills.
- iv. The transport charges will be calculated and paid on the shortest distances as Certified by the Corporation. Where two or more routes are available for the same destination the shortest route only will be approved for payment of transport charges. The decision of the Corporation shall be final and binding as to Certification of distances and approval of shortest route. The distances will be calculated from loading point to the destination

mill/godown. In case of disruption of roads, collapse of bridge, etc., the Transport contractor shall obtain prior permission of the V.C. & Managing Director/ District Manager concerned for transportation via diverted, alternate route i.e. the next available shortest route. The certificate to that effect has to be obtained from Executive Engineer, R & B of the Region concerned immediately and furnished to the District Manger. The diverted alternate route shall be followed only from the date of closure till the date of opening of the bridge or route for traffic.

- v. The approved distances as on the date of agreement holds good for the entire period of agreement, unless and otherwise ordered by the V.C. & Managing Director in specific cases and also based on the agreement terms and conditions only.
- vi. Applicable taxes, will be deducted from the payments to the Transport contractors as per rules in force.
- vii. The Corporation will not make any payment of interest on outstanding bills at any time.
- viii. The payment will be made only for net weight of Paddy., transported. No payment will be made for weight of bags, packing, covers etc.
- ix. The Transport Contractor shall claim his/her/their bills every month regularly on Release Order wise only along with the consignee receipts. The transport bills should be preferred within 15 days from the date of completion of movement, failing which the bills will be treated as time barred.

25. RESPONSIBILITIES UNDER VARIOUS ACTS:

- i. The contractor shall engage all persons employed by him as his own employees in all respects and assume responsibility under the Indian Factories Act, the Workman's Compensation Act, 1923. Contract Labour (Regulation and Abolition) Act, 1979, Employees Provident Fund Act, 1952 and other similar enactments in respect of such personnel. The contractor shall indemnify the Corporation against all claims in respect of the aforesaid personnel under the aforesaid Acts and other similar enactments in respect of such personnel.
- ii. The contractor shall obtain from the Regional Provident Fund Commissioner, Andhra Pradesh, sanction for coverage of the establishment of contractor under the Employees Provident Fund Act, 1952. Even in case the number of employees is less than 20, the contractor shall obtain voluntary coverage of his establishment under the aforesaid Act. The transport contractor should furnish necessary clearance certificate from the authorities concerned. In the event of the Corporation having to pay any amount due to non-observance of the various provisions under the Act, the contractor shall be liable to reimburse the aforesaid amount to the Corporation. The contractor should furnish a declaration under the Employees Provident Fund Act, 1952, about the employees working under him along with other particulars like member-ship liability, payment registers and other documents before commencement of the work under this agreement before the Concerned District Manager concerned without fail.

- iii. In the event of any lapse on the part of the contractor in this regard, the Corporation shall have absolute right to terminate the agreement at any time during the currency of the agreement besides forfeiture of Security Deposit, Bank Guarantee if any.
26. **COMPLIANCE WITH DIRECTIONS:** The contractor shall comply with the directions issued from time-to-time by the Vice Chairman & Managing Director of the Corporation or the Concerned District Manager, regarding the work of the contract under this Agreement.
27. **CLAIMS :**The Transport Contractor shall prefer claims, if any, in writing within three months from the date of termination or completion of the agreement, failing which such claims shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such claims.
28. **FILING OF F.I.R. IN CASE OF DIVERSION OF TRUCKS:**In case of diversion of trucks by the contractor without the permission of the concerned Dist. Manager / Asst. Manager, the Corporation is empowered to file F.I.R. under relevant sections of B.N.S (Bharatiya Nyaya Sanhita) and B.N.S.S (Bharatiya Nagarik Suraksha Sanhitha against the transport contractor by name as Accused No.1, his authorized district representative also be included by name as Accused No.2, in addition to the lorry driver and cleaner.
29. **INFRASTRUCTURE:** One of the explicit pre-requisite for the bidders is to have both physical infrastructure in terms of vehicles, maintenance, assured supply of fuel & lubricants etc to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any obligation advance from the Corporation for this purpose. The bidders must also have the cell phone, Internet connectivity and furnish the lifting particulars by phone followed by E-mail / SMS daily.
30. **OBSERVANCE OF LAW:** The contractor shall be bound by all laws, orders, etc., 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 contractor of any law, orders, etc., in force.
31. **OTHER TERMS & CONDITIONS:-**
- i. Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor may also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
 - ii. The Contractor 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.

- iii. **SUBLETTING:** The contractor shall not sub- Let or transfer the whole or part of functions under this agreement or assign any of the benefits under this agreement to any other person, firm or company. Whenever it comes to the notice of the Corporation that the transport contractor who entered into agreement is only a 'Name lender' and doing the work on behalf of other persons, the agreement is liable for cancellation and termination apart from recovery of damages from the Security Deposit, Bank Guarantee if any and pending bills with the Corporation apart from blacklisting of Transport Contractor and his/her/their authorized representatives. The action of the Corporation in this regard is final and binding on the Transport Contractor and it cannot be called into question.
- iv. **RELATIONSHIP WITH THIRD PARTIES:** All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.
- v. **LIABILITY FOR PERSONNEL:**
- a. 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 the 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.
- b. Contractor shall 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.
- vi. The Corporation reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof and without giving any notice. The action of the Corporation under this clause shall be final, conclusive and binding on the Contractor.
- vii. **LIABILITY OF CONTRACTOR FOR LOSSES SUFFERED BY THE CORPORATION:**
- a. The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the VC & Managing Director, APSCSCL regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

- b. Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure/delay of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be entirely responsible for the damages/losses suffered by the Corporation due to the delay/failure.
- c. In the event of failure/delay on the part of Contractor to provide the requisite number of trucks as indented by the Corporation, the Corporation may arrange necessary arrangements from the market for transportation of food grains at the risk and cost of the Contractor.
- d. The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of food grains etc. and take reasonable precautions to avoid wetting/damage/loss to food grains during the transport. In the event of deficiency in service by contractor in this regard, the Contractor shall be responsible for the losses suffered by the Corporation without prejudice to any other right or remedies under the contract and law.
- e. Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation Liquidated Damages at twice the Cost, as applicable from time to time at economic cost of custom milled rice.

viii. **RECOVERY OF LOSSES SUFFERED BY THE CORPORATION:**

- a. The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit, furnished by the contractor as specified above. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.
- b. In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Corporation shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.

- ix. Other terms and conditions as embodied in the agreement to be signed by the successful bidder shall also be applicable. Circular/ Various instructions

issued by VC & Managing Director / Joint Collector & EOED /Dist. Managers from time to time, marked to the Contractor shall also form part and parcel of the Agreement.

- x. In case of diversion of trucks by Transport contractor FIRST INFORMATION REPORT (FIR) will be filed against the Contractor by name as Accused No. 1, his authorized business representative by name as Accused No. 2. Lorry driver and cleaner by name as accused No.3 and 4 respectively strictly by following the VC & MD, APSCSCL Circular No. 14, dated 23.08.2005.
- xi. The Contractor shall produce a letter from the Regional Provident Fund Commissioner of Andhra Pradesh, sanctioning coverage of the establishment of the contractor under Employees Provident Fund Act, 1952. Even in case, where the number of employees is less than 20, he has to apply for and obtain voluntary coverage of his establishment and produce the coverage letter in evidence before taking up the work under the contract.
- xii. The Corporation has introduced Vehicle Tracking System in all Districts to monitor the movement of paddy to the rice mills/godowns to avoid any diversion. The Contractors have to install the Functional GPS Devices for all the owned/ hired vehicles at their own cost for implementation of GPS Vehicle Tracking System.
 - a. The Corporation has appointed the GPS contractor for installation of Functional GPS devices to the paddy Transporting vehicles, the GPS devices rent will be deducted from the transport bills every month.
 - b. This stipulation shall be complied with fully as Govt. of India has clearly included tracking of vehicle as part of Minimum Threshold Parameters.Tracking system shall be used to account for trip-wise calculation of transport charges payable along with other required documents and procedure to facilitate payment for movement recorded and reported as per any electronic system introduced by Corporation in furtherance of Govt. of India directives. The same has also been reiterated by Govt. of Andhra Pradesh.
 - c. In case the contractor fails to install the Functional GPS devices as instructed by the Corporation, the contractor is liable for penal action and termination of contract. If any vehicle (Own or Hired) found transporting paddy without installation of Functional GPS device, action will be initiated against the transport contractor for violation against condition, the contract will be terminated besides forfeiture of the Security Deposit, Bank Guarantee if any, pending bills, if any, and the contractor will be BLACKLISTED.
- xiii. As huge quantities of Paddy is to be transported during the contract period within a time bound schedule, the Transport Contractor should have both physical infrastructure in terms of vehicles, maintenance, assured supply of POL, Lubricants etc., to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any mobilization advance from the Corporation for this purpose.

- xiv. Transport Contractors should have Cell Phone, Internet connectivity so as to furnish the lifting particulars electronically by phone followed by email / SMS daily. Tracking the vehicle movement in transit from loading point to destination points would need to be done electronically. Necessary standard hardware PC, modem phone etc. should be made available at his own cost while special software/hardware if any required will be provided by Corporation.
- xv. Incapacity or inability to maintain the required physical and financial resources on his own by the transport contractor would render his tender / contract stands rejected / cancelled as the case may be on noticing such instances if any.
- xvi. Transport Contractor should comply with all or any other instructions issued by the Govt. of India and State Govt. from time to time in this regard.
- xvii. The Contents in various affidavits to be furnished may vary from year to year. Hence, the Affidavits to be furnished by the bidders shall be in the prescribed form only as indicated in the Tender Schedule.
- xviii. The Bidder shall not make Phone calls or give undue pressures to any officer or official of the Corporation for any information. However, the bidder is free to send mails to the mail ID proc-apspsc@ap.gov.in for any queries regarding tendering process.
- xix. If there is no participation in reverse auction, then it shall be deemed as cartelization, in such case, the bid will be cancelled and the EMDs of all such bidders will be forfeited.

32. CANCELLATION:-

- i. The Bidder, if breaches any condition or clause of the RFP or the Agreement the Corporation is entitled to cancel the contract and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the contract.
- ii. 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 transportation is stopped or revised or modified by the Corporation then the contract will automatically come to an end or partly continues for which transport contractor is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

- 33. SEVERABILITY:-**If any term, covenant or condition of the RFP and agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this RFP) shall, to any extent, be invalid or unenforceable, the remainder of this RFP, 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 RFP shall be valid and enforceable to the fullest extent permitted by law.

34. INDEMNITY: -

- i. The bidder shall indemnify, defend, save and hold harmless NeML and the Authority 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 bidder or from any negligence of the bidder 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 clause the bidder shall fully indemnify, hold harmless and defend NeML and the authority and the authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - a. failure of the bidder 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 bidder's contractors, Bidder s and representatives; or
 - c. non-payment of amounts due as a result of materials or services furnished to the bidder or any of its contractors which are payable by the bidder or any of its contractors.
 - d. The RFP shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

35. SUCCESSORS AND ASSIGNS: -The RFP and agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

36. WAIVER: -No waiver of any term, provision or condition of the RFP and 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 the RFP and agreement, unless specifically so stated in such written waiver.

37. AMENDMENT: -

- i. The RFP and 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.

- ii. 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.
38. **ASSIGNMENT**:-Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.
 39. **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.
 40. **FORCE MAJEURE**:-The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the Transport Contractor 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 Transport Contractor 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 telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the Transport Contractor 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 Transport Contractor do not amount to force majeure, then Transport Contractor shall not be entitled to plead the same and or claim any relief under this clause.
 41. **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.
 42. **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. There shall be no role of NeML in the qualitative and/or quantitative aspects of the stocks / commodities auctioned. Should there be any dispute regarding the qualitative and/or quantitative aspects of the stocks / commodities the same shall be resolved between APSCSCL and the Bidder inter se. NeML shall not be responsible with respect to these disputes and shall not be made party in any of such dispute/litigation etc.

43. **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.
44. **ARBITRATION: Resolution of Disputes:**
- i. In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSC LTD.,
 - ii. In case, if disputes are not resolved, according to the Clause no.44 (i), 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 transportation of any Commodity 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 Head Office of APSCSCL is located and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
 - iv. The Transport Contractor 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.
 - v. On receipt of a demand from the Transport contractor 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.
 - vi. The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.
 - vii. The results of technical evaluation will be uploaded on the NeML Portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bid shall be opened only after two working days. If any of the bidders is disqualified, he may submit grievance (if any), to APSCSCL only through NeML portal within two working days from the date of disqualification. However, no new documents will be accepted. In case of receipt of grievance, the Grievance Redressal Committee of APSCSCL will redress the grievance by intimating to the

bidder within seven (7) working days after which the price bid will be opened.

45. NCDEX e Markets Limited (NeML) Dis-claimer: -

- i. NCDEX e Markets Limited (NeML) is involved only in price discovery of the transaction for the goods or services and not involved in post-auction activities such as ensuring timely deposit of transaction value by winning bidder(s), generation of DO (delivery order), sending winner intimation mail to bidders etc.
- ii. NeML shall undertake Pre-auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by auction initiator, etc.
- iii. NeML shall collect Earnest Money Deposit (EMD) to protect the price discovery of the transaction so that only credential bidders will participate and the EMD includes Transaction charges plus GST of NeML. The EMD shall be transferred to auction initiator, either buyer or seller, after deduction Transaction charges (TC) plus GST on and is not part of the total consideration as the buyer is directly making payment to the seller outside the portal/platform of NeML.
- iv. In lieu of services provided for e-auction, NeML will charge service charges @ 0.25% plus 18 % GST on Price Discovered Value on Reverse Auction. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside NeML platform.
- v. The price discovered through NeML e-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer and seller to accept the price or directly negotiate with counterparty.
- vi. It is understood between the parties that the actual transaction of purchase/sale takes place between the parties outside the electronic portal of NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction.
- vii. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities for which the e-auction is conducted.
- viii. Payments for the transaction is carried out between the buyer and seller outside the NeML electronic portal and EMD taken by NeML is to protect the price discovery of the transaction so that only genuine bidders shall participate. NeML shall not have any information on the quantum and schedule of payment as the same is done directly between buyer and seller without any recourse to NeML.
- ix. The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.
- x. Further NeML is acting only as a price discovery service provider for this e-auction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be

held responsible for any loss that he/she/they may suffer consequent to this e-auction.

- xi. NeML will be providing e-Auction 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 NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML. NeML shall not be responsible for any damages, losses liability etc arising out of this e-auction. NeML will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- xii. Any bid placed using the bidder's user Id and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-auction(s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e-auction(s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- xiii. NEML 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 NCDEX e Markets Platform <https://market.neml.in>. In case the e-auction is not concluded/completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with APSCSCL, reschedule the e-auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.

46. JURISDICTION: All Civil suits arising under this RFP should be subject to the jurisdiction of the Civil Courts where, APSCSCL Head Office is situated 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 46** of the above Tender document.

Signature of the applicant
Name:
Seal:

Date:
Place:

ANNEXURE-1**APPLICATION FOR ENROLMENT AS TRANSPORT CONTRACTOR**

| | |
|--|--|
| 1. Name of the Applicant | |
| 2. Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Address | |
| 3. Residential Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Address | |
| 4. PAN given by the IT Department (copy to be enclosed). | |
| 5. 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. | |
| 6. Year of Establishment | |
| 7. Details of EMD remitted | |
| 8. Affidavit –I & II 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. | |

| | |
|--|--|
| <p>9. Annual Turnover (for any three financial years of the past five years) copies should be enclosed duly certified by the Chartered Accountant:</p> <ol style="list-style-type: none"> 1. 2019-20 2. 2020-21 3. 2021-22 4. 2022-23 5. 2023-24 | |
| <p>10. Audited balance sheet and P&L account for any three financial years of the past five years .</p> <ol style="list-style-type: none"> 1. 2019-20 2. 2020-21 3. 2021-22 4. 2022-23 5. 2023-24 | |
| <p>11. Details of Income Tax Returns copies should be enclosed for any three financial years of the past five years</p> <ol style="list-style-type: none"> 1. FY 2019-20 (AY 2020-21) 2. FY 2020-21 (AY 2021-22) 3. FY 2021-22 (AY 2022-23) 4. FY 2022-23 (AY 2023-24) 5. FY 2023-24 (AY 2024-25) | |
| <p>12. Details of Vehicles. (@20 Mts capacity as per District requirement) Statement should be enclosed.</p> <ol style="list-style-type: none"> 1) No of Own Vehicles 2) No of Hired Vehicles. | |
| <p>13. Name of the Authorized signatory (a copy of the authorization to be enclosed)</p> | |

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

Date:
Place:

Name & Signature of the Applicant
Address & Seal

ANNEXURE – 2

CHECK LIST FOR PARTICIPANTS

1. Name of Applicant:

2. Constitution:

Individual
Sole Proprietorship
Partnership Firm
L.L.P
Corporate – Pvt. Ltd.
Corporate – Public Ltd – Listed
Corporate – Public Ltd – Unlisted
Co-Operative Society
Govt Or Governmental Organisation
Others – Please Specify

3. Date of Birth / Incorporation / Registration / Proposed:

If Corporate/Partnership: Yes / No

4. Signed copy of Tender Document: Yes/No.

5. EMD Details: Yes/No.

6. Annual Turn Over Certificate as per Annexure 10: Yes/No.

7. Experience Criteria as per clause 4 (ii) : Yes/No.

8. Audited Financial Statements:

a)Balance Sheet : Yes/ No.

b) Profit & Loss A/c : Yes/ No.

c) Cash Flow Statement : Yes/ No.

9. Income Tax Returns Statements : Yes/No.

10.Affidavit I– Annexure 3 : Yes/No.

11.Affidavit II– Annexure 4 : Yes/No.

12.PAN No.: _____ Yes / No

13. GST No.:_____ Yes / No

14. Details of the all-Chief Executives / Managing Partners / Chairman/ Individual/ Proprietor/ Partners (As per Form CP-2)

Name:
Address:

| | |
|-------------|--|
| City | |
| PIN | |
| Tel No. | |
| Mob No. | |
| Fax No. | |
| Email Add. | |
| Designation | |

15 (A). Name of Stock / Commodity exchange/s on which applicant is a member.
(As per Form CP-1)

Exchange Name1
Exchange Name2
Exchange Name3
 None (if none, please tick in checkbox)

15 (B). Name of Stock/Commodity Exchange/s on which Any Director / Dominant Promoter / Partner is a Member. (As per Form CP-1)

Exchange Name1
Exchange Name2
Exchange Name3
 None (if none, please tick in checkbox)

16. Authorized Signatory/ies Details

Name:
Address:

| | |
|-------------|--|
| City | |
| PIN | |
| Tel No. | |
| Mob No. | |
| Fax No. | |
| Email Add. | |
| Designation | |

17. Address of Registered Office:

Address:

| | |
|-----------------------|--|
| City | |
| PIN | |
| Tel No. | |
| Mob No. | |
| Fax No. | |
| Email Add. | |
| Contact Person's Name | |
| Designation | |

18. Address for Communication:

Address:

| | |
|-----------------------|--|
| City | |
| PIN | |
| Tel No. | |
| Mob No. | |
| Fax No. | |
| Email Add. | |
| Contact Person's Name | |
| Designation | |

19. Name & Address of the Bankers with facilities enjoyed, if any

- A) Bank Name and Address:
- B) Account No.:
- C) Account No.:

NOTE: Please provide a certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s.

20. (A) Name & Address of APMC in which the member is registered: Yes/No.

(B) Registration No. & Date/ License No., Date & Type: Yes/No.

22. Vehicle Details: as per Annexure -11.

- (a) List of Own Vehicles with capacity as per requirement : Yes/No.
- (b) List of Hired Vehicles with capacity as per requirement : Yes/No.
- (c) Registration certificate for each vehicle (Own & Hired) : Yes/ No.
- (d) Copies of RC books for each vehicle (Own & Hired) : Yes/ No.
- (e) Latest Form 24 B for each vehicle (Own & Hired) : Yes/ No.
- (f) Fitness Certificate for each vehicle (Own & Hired) : Yes/ No.
- (g) Valid National/ AP Permit for each vehicle (Own & Hired) : Yes/ No.
- (h) Road Tax certificate for each vehicle (Own & Hired) : Yes/ No.
- (i) Pollution Certificate from PCBA for each vehicle (Own & Hired) : Yes/ No.
- (j) Vehicle Insurance Certificate for each vehicle (Own & Hired) : Yes/ No.

23. Bidders Declaration as per Annexure- 5 : Yes/ No.

Declaration:

- I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.

- I/ we hereby state that the above-mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis - statement or misinterpretation or suppression of facts in connection with the application for Commodity Participant/ReverseAuction membership or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership

Affix Passport
size photograph
of the Signatory

Affix Passport
size photograph
of the Signatory

Signed:
Name:
Designation:
Date:
Place:

Signed:
Name:
Designation:
Date:
Place:

ANNEXURE – 3

A F F I D A V I T – I

I _____ S/o _____ aged _____ years,
Occupation _____ R/o _____ Dist. do hereby
solemnly affirm and state on oath as follows: -

That I am the Deponent herein and well conversant with the facts of the Affidavit.

I or my partners or representatives have no past or present criminal record with the Police/Vigilance of CS Dept./ Vigilance and Enforcement Dept., Govt. of A.P./Govt. of India.

I or my partners or representatives were never black-listed by the A.P. State Civil Supplies Corporation/any Govt. Organization at any time or involved in diversion of stocks or in case under EC Act or convicted by Court of law in a criminal case.

The facts stated above are true and correct to the best of my knowledge and belief.

1)

DEPONENT

Attestation:

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this _____ day _____ month, 2024. Hence attested.

NOTARY

Place:

Date:

ANNEXURE – 4

AFFIDAVIT - II

I _____ S/o _____ aged _____ years,
Occupation _____ R/o _____ Dist. do hereby
solemnly affirm and state on oath as follows: -

That I am the Deponent herein and well conversant with the facts of the Affidavit.

I or my Partners or Representatives are not having any links with the Rice Millers/Rice Millers Association/Rice Millers Lorry Associations/Foodgrains Wholesale and Retail Dealers, etc.

I or my partners or representatives are not existing Stage I/ II Contractors or Fair Price Shop Dealers or their Associate.

The facts stated above are true and correct to the best of my knowledge and belief.

DEPONENT

Attestation:

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this _____ day _____ month, 2024. Hence attested.

NOTARY

Place:

Date:

ANNEXURE - 5
BIDDER'S DECLARATION
(ON LETTER HEAD)

I, the undersigned _____ Son/Daughter of
_____ Shri _____ Proprietor /
Partner/Director/ Authorized Signatory of M/s _____ am
competent to sign this declaration.

I /We _____ (Bidder) hereby also declare that the Firm /
agency namely M/s. _____ shall not collude with Rice
Miller/Stage

I or II Contractor/FP Shop Dealer/ MLS Point Incharge/any other and shall not
involve in misappropriation/diversion/recycling of stocks. I/We am/are well aware of
the fact that colluding with other and involving in
misappropriation/diversion/recycling of stocks will lead to termination of the
agreement, besides blacklisting, filing of criminal cases and liabilities towards
prosecution under various Acts including PD Act.

Date:

Signature of the Authorized Person

(With Seal / Stamp)

Place:

Name of the Person:

Mobile No:

ANNEXURE 6

(Bank Letter Head/ Bidder Letter Head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s..... represented by Proprietor is enjoying credit facilities with our branch from _____ onwards and the dealings are satisfactory. We hereby attest the Signature of the Proprietor is Mr/Ms.....

Account No :-
Bank Name :-
Account Type :-
Branch :-
IFSC Code :-

Signature
Mr/Ms
(Proprietor)

Bank Name
Signature & Seal

a. Approximate Estimated quantities to be transported per KMS in MTs under each slab

| S.No | District | 0-8 km | 8 -20 km | 20 - 40 km | 40-80 km | Above 80 | Total Estimated paddy (Rabi + Khariff) in Mts. |
|------|----------|----------|----------|------------|----------|----------|---|
| 1 | Prakasam | 2,894 | 5,301 | 4,747 | 2,066 | - | 15,008 |
| 2 | ASR | 117 | 1,080 | 2,355 | 6,393 | 18,113 | 28,058 |
| 3 | Eluru | 1,58,291 | 1,26,370 | 1,01,411 | 1,65,599 | 47,398 | 5,99,068 |
| 4 | Krishna | 2,32,424 | 2,47,599 | 1,44,715 | 140 | - | 6,24,878 |
| 5 | Kurnool | 2,894 | 5,301 | 4,747 | 2,066 | - | 15,008 |
| 6 | Kakinada | 1,25,187 | 1,53,714 | 58,408 | 7,893 | 91 | 3,45,294 |
| 7 | Nellore | 2,894 | 5,301 | 4,747 | 2,066 | - | 15,008 |
| 8 | Nandyal | 2,894 | 5,301 | 4,747 | 2,066 | - | 15,008 |

Since there is no previous procurement or less procurement in Prakasam, Kurnool, Nellore & Nandyal districts, the minimum slab wise quantities transported in Guntur district is taken as the estimate, to anticipate future arrivals of paddy or other commodities if any.

b. Statement showing the amount payable by the bidders towards SD & EMD for KMS 2024-26 & Auction Schedule for Zone II.

| S. No | District | Tentative value of contract in Rs. | 10 % SD on estimated value of contract in Rs. | 2.5 % EMD on estimated value of contract + 0.295 NeML transaction Charges in Rs. | Additional Bank Guarantee of 10 % for inexperience clause in Rs. |
|-------|----------|------------------------------------|---|--|--|
| 1 | Prakasam | 53,92,603 | 5,39,260 | 1,50,723 | 5,39,260 |
| 2 | ASR | 2,63,00,765 | 26,30,077 | 7,35,106 | 26,30,077 |
| 3 | Eluru | 29,35,93,342 | 2,93,59,334 | 82,05,934 | 2,93,59,334 |
| 4 | Krishna | 21,38,70,118 | 2,13,87,012 | 59,77,670 | 2,13,87,012 |
| 5 | Kurnol | 53,92,603 | 5,39,260 | 1,50,723 | 5,39,260 |
| 6 | Kakinada | 10,58,05,567 | 1,05,80,557 | 29,57,266 | 1,05,80,557 |
| 7 | Nellore | 53,92,603 | 5,39,260 | 1,50,723 | 5,39,260 |
| 8 | Nandyal | 53,92,603 | 5,39,260 | 1,50,723 | 5,39,260 |

| S.No | ZONE | District | Tentative Paddy Transportation Value in Rs | Earnest Money Deposit (EMD) In Rs | Date of Auction | Start Time | End Time | Extensions |
|------|-----------|----------|--|-----------------------------------|-----------------|------------|----------|-----------------------------|
| 1 | ZONE - II | Prakasam | 53,92,603 | 1,50,723 | 22.10.2024 | 10:00 AM | 10:30 AM | 3 Extensions of 5 mins each |
| 2 | | ASR | 2,63,00,765 | 7,35,106 | | 11:00 AM | 11:30 AM | 3 Extensions of 5 mins each |
| 3 | | Eluru | 29,35,93,342 | 82,05,934 | | 12:00 PM | 12:30 PM | 3 Extensions of 5 mins each |
| 4 | | Krishna | 21,38,70,118 | 59,77,670 | | 01:00 PM | 01:30 PM | 3 Extensions of 5 mins each |
| 5 | | Kurnool | 53,92,603 | 1,50,723 | | 02:00 PM | 02:30 PM | 3 Extensions of 5 mins each |
| 6 | | Kakinada | 10,58,05,567 | 29,57,266 | | 03:00 PM | 03:30 PM | 3 Extensions of 5 mins each |
| 7 | | Nellore | 53,92,603 | 1,50,723 | | 04:00 PM | 04:30 PM | 3 Extensions of 5 mins each |
| 8 | | Nandyal | 53,92,603 | 1,50,723 | | 05:00 PM | 05:30 PM | 3 Extensions of 5 mins each |

Annexure - 8**The approved Schedule of Rates (SoR) for each slab are as follows:**

| Sl.No | Slabs | SoR |
|-------|------------------------|--|
| 1 | Up to 8kms (flat rate) | Rs.190/- per MT |
| 2 | >8kms up to 20kms | Rs.190 per MT + Rs7 per km per MT over and above 8km |
| 3 | >20kms up to 40kms | Rs.190 per MT +Rs.84 per MT + Rs.6.50 per km per MT over and above 20 km |
| 4 | >40kms up to 80kms | Rs.190 per MT + Rs.214 per MT + Rs.6.00 per km per MT over and above 40 km |
| 5 | Above 80kms | Rs. 190 per MT + Rs.454 per MT+Rs.5.50 per km per MT over and above 80 km |

Annexure -9**Contact No. of District Manager, APSCSCL, _____**

| Sl. No. | District | District Manager Mobile Number |
|---------|----------|--------------------------------|
| 1 | Prakasam | 7702003546 |
| 2 | ASR | 8985479880 |
| 3 | Eluru | 7702003552 |
| 4 | Krishna | 7702003540 |
| 5 | Kurnool | 7702003541 |
| 6 | Kakinada | 7702003535 |
| 7 | Nellore | 7702573544 |
| 8 | Nandyal | 9849707518 |

ANNEXURE-10**(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) |
|----------------|----------------------|
| 2019-20 | |
| 2020-21 | |
| 2021-22 | |
| 2022-23 | |
| 2023-24 | |

Place:
Date:
Firm

Signature
Name and Registration No. of CA

Name and Membership No. member certifying

ANNEXURE-11**STATEMENT SHOWING THE DETAILS OF VEHICLES IN POSSESSION OF THE BIDDER**

Separate statement should be enclosed for Own Vehicles and hired vehicles duly mentioning all the details of vehicles in the proforma given below

| Sl. No. | Vehicle No | Name of the Owner | Capacity in MTs. | Registration Certificate | Fitness Certificate | Valid National /AP State Permit | Road Tax | Pollution certificate | Vehicle Insurance Certificate |
|---------|------------|-------------------|------------------|--------------------------|---------------------|---------------------------------|----------|-----------------------|-------------------------------|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
| | | | | | | | | | |

The Statement should be signed by bidder / authorized representative.

ANNEXURE-12

Proforma of Bank Guarantee to be furnished along with Security Deposit as Performance Guarantee (where Bidder does not have requisite experience as stipulated in the Tender).

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This Deed of Guarantee made this _____ day of _____ between _____ (Name of Bank) having its registered Office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), in favour of the Andhra Pradesh State Civil Supplies Corporation Limited, (herein after called the Corporation) having its head office at :10-152/1,SRI Sai Towers, Bandar Road Kanuru, Vijayawada-520007

WHEREAS M/s _____ (hereinafter referred to as "Bidder") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with APSCSCL in connection with the award of a Tender for transportation of paddy or any other commodity as entrusted by the Government for a period of two years entrusted by the Corporation from time to time from PPCs at RSKs to rice mills / Godowns within and outside the Districts for the District of _____ on the terms and conditions stipulated in the Tender Document.

WHEREAS the Bidder as per clause no. ___ of terms and conditions of the tender No. ___ dated ___ has agreed to furnish Performance Guarantee by way of Bank Guarantee for Rs. ___ for due performance of all obligations under the contract within fifteen working days from the date of acceptance of tender.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Bidder to APSCSCL hereby undertakes to pay on demand by the APSCSCL and without notice to the Bidder, the said amount of Rs. _____ (Rupees _____).
2. This Guarantee shall not be affected /discharged by any infirmity or irregularity on the part of the Bidder and by dissolution or any change in the constitution of APSCSCL, Bidder or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of APSCSCL in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs. _____ (Rupees _____).
5. This Guarantee shall remain in force and effective upto _____ with 6 months valid claim period i.e., upto _____.
6. The Surety will make the payment pursuant to the Demand issued by APSCSCL notwithstanding any dispute or disputes raised by the Bidder against APSCSCL, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee is absolute and unequivocal.

7. Any forbearance, act or omission on the part of APSCSCL in enforcing any of the conditions of the said Tender or showing any indulgence by APSCSCL to the Bidder shall not discharge the Surety in any way and the obligations of the Surety under this Guarantee shall be discharged only on the written intimation thereof being given to the Surety by APSCSCL.

8. Notwithstanding anything contained hereinabove, unless a demand or claim under this Guarantee is made on the Surety in writing on or before _____ the Surety shall be discharged from all liabilities under Guarantee thereafter.

9. The Surety has the power to issue this Guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the authority conferred on him by the bank.

SIGNED AND DELIVERED
For and on behalf of above-named Bank

For and on behalf of
(Banker's Name and Seal)