



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

**REQUEST FOR PROPOSAL**

**Empanelment and appointment of manufacturers/Suppliers for supply of Packaging Tapes  
as per the specifications indicated in the tender schedule through AP e-Procurement  
Platform**

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

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ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A STATE GOVERNMENT UNDERTAKING)

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

Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

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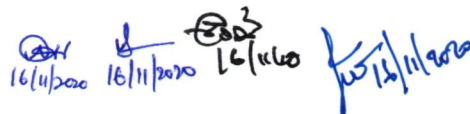
**1. TENDER DETAILS**

| Sl. No | Item                  | Description   |
|--------|-----------------------|---|
| 1      | Department Name       | Andhra Pradesh State Civil Supplies Corporation Ltd.,   |
| 2      | Circle/District       | All districts in Andhra Pradesh   |
| 3      | Tender Number         | Tender Reference  |
| 4      | Tender Subject        | Empanelment and appointment of manufacturer/Suppliers for supply of Packaging Tapes as per the specifications indicated in the tender schedule through AP e-Procurement Platform<br>( <a href="https://tender.apecurement.gov.in/login.html">https://tender.apecurement.gov.in/login.html</a> ) |
| 5      | Period of Contract    | As given in the tender schedule   |
| 6      | Form of Contract      | Price Quoted  |
| 7      | Tender Type           | Open  |
| 8      | Tender Category       | Products  |
| 9      | EMD                   | As mentioned in tender schedule   |
| 10     | EMD – Mode of Payment | The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated Challan well in advance so that the EMD reflects in portal before starting of e-reverse auction.  |
| 11     | Volume of Work        | Supply of 26,750 kgs of Packaging Tape. Zone Wise Requirement is as indicated in Tender   |



|    |                                       |  |
|----|---------------------------------------|--|
|    |                                       | Document at <i>Annexure – I</i>  |
| 12 | No. of Schedules                      | 2  |
| 13 | Bid validity                          | 30 days from the date of e-reverse auction on the e-Procurement Platform   |
| 14 | Contract Period                       | 1 Year   |
| 15 | Transaction Fee (Non-Refundable)      | All the participating bidders who submit the bids have to pay as per the norms of e-Procurement platform terms and conditions.   |
| 16 | Transaction Fee Payable to            | Andhra Pradesh Technology Services Ltd, Vijayawada online payment only   |
| 17 | Bid submission end date               | 23.11.2020 (05:00 PM)  |
| 18 | e-Auction start date and time         | 24.11.2020 (02:30 PM onwards)  |
| 19 | Tick Size                             | Rs. 5/- per KG (Packaging tape)  |
| 20 | Place of Tender Opening               | Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007  |
| 21 | Tender Inviting / Opening Authority   | Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.   |
| 22 | Address                               | Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007  |
| 23 | Contact Details/ Telephone, E-Mail ID | Asst Manager (PDS) Mobile No: 7702003524, Land Line phone: +91-866-2551912, e-mail ID : <a href="mailto:pdsho.apscsc@ap.gov.in">pdsho.apscsc@ap.gov.in</a>                             |
| 24 | General Terms and Conditions          | Other terms and conditions as embodied in the Tender Documents.<br>Any clarifications can be referred to by e-mail: <a href="mailto:pdsho.apscsc@ap.gov.in">pdsho.apscsc@ap.gov.in</a> |

VC & MANAGING DIRECTOR


  
 16/11/2020 16/11/2020 16/11/2020 16/11/2020

**Empanelment and appointment of manufacturers/Suppliers for supply of Packaging Tapes  
as per the specifications indicated in the tender schedule through AP e-Procurement  
Platform**

Andhra Pradesh State Civil Supplies Corporation Limited is registered under Companies Act, 1956 and amendments issued from time to time, having its Head Office at: 10-152/1, Sri Sai Towers, Ashok Nagar, Kanuru, Bandar Road, Vijayawada-520007 has invited participation in e-reverse auction on AP e-Procurement Platform from the registered manufacturers/Suppliers for supply of Packaging Tapes. The terms and conditions under the e-reverse auction mode for supply of Packaging Tapes is detailed in the RFP.

Interested Tenderers may visit websites <https://tender.apecurement.gov.in/login.html> and [www.apscscl.in](http://www.apscscl.in) to view and download tender documents at free of cost.

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

## **2. SCOPE OF WORK**

- 2.1 Andhra Pradesh State Civil Supplies Corporation Ltd. Vijayawada (hereinafter referred to as Corporation or through its abbreviation APSCSCL) invites applications for empanelment of manufacturers/Suppliers for supply of Packaging Tapes, delivered to the designated District Headquarters as per the detailed specifications mentioned in RFP.
- 2.2 The APSCSCL has decided to follow e-reverse auction mode for inviting bids from eligible manufacturers/Suppliers of Packaging Tapes as per the eligibility criteria mentioned in *Clause 3*.
- 2.3 In order to facilitate manufacturers/Suppliers of Packaging Tapes to participate in e-reverse auction process, Registration with <https://tender.apecurement.gov.in/login.html> is mandatory.
- 2.4 Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-reverse auction. Details of such amendments will be uploaded in the website [www.apscscl.in](http://www.apscscl.in) for the information of participants.



- 2.5 The inspection and evaluation of samples will be carried out to confirm the quality of packaging tapes in accordance with specified quality parameters as mentioned in *Annexure 2*.
- 2.6 The Tenderer should quote for the lowest rate per Kg (Packaging Tapes) in Indian Rupee inclusive of GST, all duties and taxes applicable, freight charges etc., during the e-reverse auction.
- 2.7 After satisfactory supply of the tendered items by the successful bidder within the stipulated time, will be released by APSCSCL to the suppliers as per the procedure stipulated in *Section 11* to the respective account of the suppliers by electronic fund transfer.
- 2.8 The list of Zone wise requirement of Packaging Tape is detailed in *Annexure-I*. The quantities indicated in respect of each Zone may vary depending upon the requirement and demand as indented by the Corporation from time to time.
- 2.9 The participation is Zone wise and the prospective Tenderer can register for all the Zones. The e-reverse auction will be conducted for each Zone separately and the Tendered winning one Zone can participate to the remaining Zones.

### **3. INSTRUCTIONS FOR SUBMITTING THE TENDER AND DOCUMENTS TO BE FURNISHED**

All documents have to be uploaded in the e-Procurement platform as per the schedule mentioned in the tender document. The documents needed for submission are given below: -

- 3.1 Turnover Certificate from Chartered Accountant as per the format provided in *Annexure 3 – Format for Turnover Certificate*
- 3.2 Audited / Provisional (2019-20) Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement and audited financial statements for last 2 financial years (FY 2017-18 and 2018-19)
- 3.3 Income Tax Returns (AY 2019-2020)
- 3.4 Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government undertakings in the format given in *Annexure 4 – Affidavit* duly signed by the authorized signatory.
- 3.5 Copy of GSTN Registration
- 3.6 Copy of PAN



- 3.7 The firm should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.
- 3.8 The address proof of the authorized signatory viz., Pan Card/copy of passport / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or in case of a company certificate of incorporation issued by the concerned authority.
- 3.9 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm and certified by the concerned banker as per the format provided in the Annexure 7
- 3.10 The tenderer shall submit Financial Bid along with other documents as per *Annexure 6*

#### **4. SCHEDULE OF E-REVERSE AUCTION**

- 4.1 The Corporation will conduct e-reverse auction on <https://tender.apecprocurement.gov.in/login.html> platform. The e-reverse auction will be conducted Zone wise and the details are mentioned in *Annexure 1*. The System time of e-Procurement portal will be considered to start and end the e-reverse auction.
- 4.2 The base price per Kg (Packaging Tape) for the e-reverse auction will be L1 price obtained in the financial bid.
- 4.3 Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and e-Procurement website.
- 4.4 The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e-reverse auction through the websites in their own interest, rather than depending on other mode of information sources.
- 4.5 The tenderer shall quote their financial bid in terms of rupees per Kg (Packaging Tape).
- 4.6 The Tenderer should quote for the lowest rate per Kg (Packaging Tape) in Indian Rupee inclusive of GST, all duties and taxes applicable, freight charges etc., during the e-reverse auction.
- 4.7 The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders per Kg (Packaging Tape).

- 4.8 The bids of all bidders who have participated in the e-reverse auction must remain valid for period of (30) days from the date of e-reverse auction.
- 4.9 The minimum tick size shall be Rs.5/- (Rupees Five only) per Kg of Packaging Tape.
- 4.10 During the Auction session, a bidder may modify his bid downwards till the end of e-reverse auction schedule. Bids submitted after the closure of e-reverse auction will be rejected. No cancellation of Bids shall be allowed during the e-Reverse Auction session. The system time of e-Procurement platform will be considered to start and end of the e-Reverse auction schedule.
- 4.11 However, the e-Reverse Auction platform will not allow the bidder to modify his/her bid to increase the price once quoted. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
- 4.12 In case of two or more bidders emerge as lowest with identical prices after conclusion of e-Reverse Auction schedule, bidder who puts in his/her bid first on the e-Procurement platform gets priority and considered as lowest.
- 4.13 The bids submitted after the closing time of e-reverse Auction will be rejected by the system.
- 4.14 Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the Corporation will not consider any request of enhancement in this regard.
- 4.15 The registered tenderers shall not be intimated individually regarding the e-reverse Auction; however, the registered tenderers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-reverse Auction.
- 4.16 The 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 auction session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the eTenders for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- 4.17 Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by e-Procurement, inter-alia, for the purpose of the e-reverse auction and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the password before the e-reverse



auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.

- 4.18 APSCSCL shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access e-Procurement Platform. In case if e-reverse auction cannot be held on scheduled date due to Server problems, the same will be rescheduled and will be held on alternative day, the details of such date/supplier will be notified in the website of APSCSCL and e-Procurement.
- 4.19 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 along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the tenderer.
- 4.20 The successful Tenderer will be intimated the acceptance of his tender by a letter /email. The Corporation reserves the right to reject any or all the tenders without assigning any reasons.
- 4.21 In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 4.22 If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false/incorrect at any stage, the Corporation shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
- 4.23 The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

## **5. EARNEST MONEY DEPOSIT**

- 5.1 Each tenderer needs to deposit Earnest Money Deposit (EMD) prescribed in the *Annexure 1*. The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan before the start of e-reverse auction and also it should reflect on the e-Procurement platform.
- 5.2 The Tenderer shall be permitted to bid on the express condition that in case he/she modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money deposited by the tenderer shall stand forfeited,



without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc., besides forfeiture of EMD. The tenderer will also be debarred from participating in any other Tender with the Corporation for a period of three years.

- 5.3 The Earnest Money will be returned to all unsuccessful Tenderers within a period of (15) fifteen days from the date of issue of the acceptance letter to the successful tenderer and after remittance of the Security Deposit.

## **6. SECURITY DEPOSIT**

- 6.1 The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 5% (Five percent) of the value of the order, after adjusting the EMD already paid, within 5 (Five) working days by way of electronic fund transfer to the bank account of AP State Civil Supplies Corporation Limited

| <b>Bank Name</b> | <b>Bank Account Name</b> | <b>Account Number</b> | <b>IFSC Code</b> | <b>Branch Name</b>     |
|------------------|--------------------------|-----------------------|------------------|------------------------|
| SBI              | VC & MD<br>APSCSCL       | 00000037270582042     | SBIN0016857      | MG ROAD,<br>VIJAYAWADA |

- 6.2 The EMD already paid will be converted to Security Deposit and will be released only after successful completion of the contract.
- 6.3 In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation within the due date, his/her contract shall be summarily terminated besides forfeiture of the Earnest Money deposit and the Corporation shall proceed for appointment of another supplier.
- 6.4 Any losses or damages arising out of and incurred by the Corporation by such conduct of the tenderer will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the Corporation for a period of three years.
- 6.5 No interest shall be paid on the security deposit.

## **7. ORDER FOR SUPPLIES**

- 7.1 The short-listed suppliers who qualify in e-reverse auction for each Zone will be issued with supply orders/indents by Corporation. The supply order to the supplier will be issued subject to payment of prescribed security deposit with the APSCSCL account.
- 7.2 The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective Zone and the qualified supplier is bound to supply the ordered quantity at the designated District Headquarters spread across the concerned Zone.
- 7.3 Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation at its sole discretion may place Supply orders/indents by Letter/E-mail. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Packaging Tapes to the designated District Headquarters.
- 7.4 The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The 50 % (fifty percent) of the ordered quantity of Packaging Tape as per specifications prescribed in Annexure 2 should be delivered within 30 days at the designated District Headquarters as mentioned in the work order from the date of final supply order issued by the Corporation. And the remaining ordered quantity should be delivered within 45 days at the designated District Headquarters.
- 7.5 The suppliers are required to enter into an agreement on Rs 100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL within 5 days. Deposit of SD (Security Deposit) should be with APSCSCL. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender. The successful bidder shall furnish sample of Packaging Tape at the time of entering into Agreement.
- 7.6 If required APSCSCL may issue additional quantity of Packaging tapes at designated District Headquarters under the same rates and terms and conditions.
- 7.7 Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.
- 7.8 Security Deposit furnished by the qualified suppliers will be returned on request upon execution of the contract as per the Terms and Conditions of Tender.
- 7.9 Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit.



- 7.10 Forfeiture of Security Deposit and criminal action shall be initiated if found at any time of contract period that the successful bidder has colluded or partnered with any blacklisted firm.
- 7.11 At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages, which is 200% of the price quoted per unit, if any from the tender for his failure to comply with the terms and conditions of the tender.
- 7.12 In case of non-supply of stocks within the specified time limits as per supply order/indent, Corporation is at liberty to purchase the item from other alternative sources or initiate Re eTender and recover the difference of cost from the supplier who has defaulted.
- 7.13 e-Procurement portal is acting only as a service provider for this e-reverse auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-reverse auction. By bidding in this e-reverse auction, a bidder acknowledges that e-Procurement portal shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-reverse auction.
- 7.14 e-Procurement portal will be providing e-reverse 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 e-Procurement portal for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per *Clause 24* below.

## **8. QUALITY / QUANTITY ASSURANCE & PENALTIES**

- 8.1 The supplied Packaging Tape shall conform to the specifications / quality standard approved or prescribed by APSCSCL in this tender document (*Annexure 2*). Compliance with these specification / quality standards is mandatory and any deviations shall not be permitted under any circumstance.
- 8.2 The conformity of the lot to the requirements of the specifications shall be determined on the basis of the test/inspection carried out by APSCSCL, on the samples selected from it.
- 8.3 The quality of Packaging Tape will be evaluated based on specified quality parameters as mentioned in *Annexure-2*. The results of such testing/inspection will be final and binding on the suppliers. In case of rejection, the Supplier should replace the stock within 15 days.



- 8.4 On arrival of the consignment the concerned officer of APSCSCL shall inspect the stock. Only the approved stock will be unloaded at the designated District Headquarters.
- 8.5 during working hours only i.e. between 10 AM and 5 PM.

## **9. TERMS AND CONDITIONS OF DELIVERY**

- 9.1 The successful bidder shall have to supply the ordered quantity of Packaging Tape as per the specifications prescribed within the specified time limit against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the APSCSC Ltd, Head Office.
- 9.2 Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or appoint any other agency (Quality Certification) for that purpose at the supplier's premises.
- 9.3 Supplier shall furnish a daily report for the stocks delivered to the designated locations to the District Officer and the head office through email.
- 9.4 The successful suppliers should take adequate precautions to prevent damage to the Packaging Tapes during storage and transportation.
- 9.5 The successful suppliers should deliver the Packaging Tapes to the designated District Headquarters as mentioned in the work order at his cost as per the supply order/indent issued by APSCSCL. The supplier will be provided login id and password and the supplier shall enter the details of dispatches in the Supplier Module designed by TCS for APSCSCL.
- 9.6 The supplier shall comply with the directions issued from time to time by the VC & MD of the Corporation while discharging the duties under this agreement.

## **10. FORGERY OF SIGNATURES**

The supplier shall obtain the acknowledgement from the authorized person of APSCSCL while delivering the stocks of packaging tapes at designated District Headquarters. If it is found that the signatures are forged or signed by some other person, the acknowledgement will be rejected, and the agreement may be cancelled besides forfeiting the security deposit.

## **11. TERMS OF PAYMENT**

- 11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, 50% of the payment will be processed to the supplier soon after receipt of the acknowledgement issued by the District Manager and the remaining 50% of the payment will be released by the APSCSCL after submission of bills with relevant documents to the APSCSCL. The amount will be transferred to respective account of the suppliers by electronic

fund transfer. Advance amount shall not be released to the supplier in middle of supplies to the supplies made during the contract period.

11.2 The payment is processed based on the accepted quantity at the designated District Headquarters location, quality acceptance and is subjected to any standard deductions as specified in the purchase order/indent.

11.3 The 50% of the payment will be processed to the supplier soon after receipt of the acknowledgement issued by the District Manager. The remaining 50 % of the payment will be made upon submitting the following documents along with request letter, at the Head Office of APSCSCL for the quantity supplied as per the specification indicated in *Annexure 2* duly deducting the penalty for the belated supply, if any.

11.3.1 Commercial bill/Tax Invoice along with one duplicate copy, on the basis of the finalized rates, acknowledged by the District Manager.

11.3.2 Certificate of receipt/Acknowledgement of stocks by the authorized APSCSCL In-charge at unloading points.

11.3.3 Any other relevant document/acknowledgment issued by the District Manager.

11.4 The payment shall be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation.

11.5 The VC & Managing Director also reserves the right to recover any dues from the bidder which is found on a later date during the Audit / excess payment after final settlement is made to them. The bidder is liable to pay such dues to the corporation immediately on demand without any dispute / protest.

## **12. TAXATION**

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

## **13. VALIDITY OF OFFER**

13.1 The offer made by the bidders shall be valid upto one year and further extendable to 6 months, depending on the requirement and on the sole discretion of VC & MD, APSCSCL. Any other validity date from any supplier will not be entertained.

13.2 The Bids of all Bidders who have participated in the e-reverse auction must remain valid for period of (30) days from the date of e-reverse auction.



#### **14. LETTER OF ACCEPTANCE (LoA)**

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

#### **15. EXECUTION OF AGREEMENT**

The successful tenderer shall execute an agreement for the transportation and supply as per the terms and conditions on a stamp paper of value Rs 100 /- within (05) five days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Security Deposit amount remitted by the tenderer shall be forfeited. Further the APSCSCL reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through re-tender or in other manners and the bidders are bound to pay the same on demand.

#### **16. CANCELLATION OF AGREEMENT**

- 16.1 The supplier, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- 16.2 If the Government scheme is closed or partly revised or modified, due to fortuitous decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.
- 16.3 The firm shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.
- 16.4 The Corporation may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings;



- 16.4.1 The Supplier unable to supply the offered quantity of the Units within prescribed time limit mentioned by APSCSC or
  - 16.4.2 If the Supplier fails to promptly correct the defect in the supplied goods in the time limit given by APSCSC or
  - 16.4.3 If the Supplier fails to perform any other obligation(s) under the Contract or
  - 16.4.4 The Corporation or the Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation
  - 16.4.5 Notwithstanding the above, the Corporation may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.
- 16.5 If the Contract is terminated the Supplier shall stop supply immediately.
- 16.6 In the event of termination of contract by the Corporation on account of breach of any terms and conditions of the contract by the supplier the entire Security Deposit given by the supplier will stand forfeited.
- 16.7 Foreclosure - The Corporation reserves the right to foreclose the contract without assigning any reason. In such case the Supplier will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by Corporation up to the date of effect of this procedure.

## **17. PENALTY ON DEFAULT/EXTENSION TIME**

- 17.1 The entire ordered quantity of Packaging Tape should be supplied within the stipulated time. Penalty for late deliveries will be imposed as per the discretion of the VC & Managing Director.
- 17.2 Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
- 17.3 In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC&MD, APSCSCL reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/e-reverse auction system at the risk and cost of such supplier(s) and such supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the supplier(s).

- 17.4 The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC & Managing Director, APSCSC is final and binding on the supplier. The supplier(s) is liable to reimburse/compensate the Corporation or to third party for any loss, damage, injury, etc., caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- 17.5 Notwithstanding anything contained in the terms and conditions of this tender the VC & MD, APSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.
- 17.6 In the event of failure by the tenderer(s) at any stage of tender process, the Security Deposit and the pending bill amount of the supplied quantity will be forfeited, and Corporation may also proceed with blacklisting of the supplier/tenderer.
- 17.7 If the Contract is cancelled because of any breach by the Supplier, the Corporation has every right to forfeit the Security Deposit. If Security Deposit is not sufficient, the balance amount shall be recovered from the Supplier as per Legal provisions.

## **18. CORRUPT PRACTICES**

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

## **19. SET OFF**

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



## **20. FORCE MAJEURE**

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of Act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Corporation for each consignment/ dispatch separately within 48 hours of the happening thereof by email and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the supplier pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

## **21. OBSERVANCE OF LAW**

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

## **22. NOTICE**

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

## **23. SEVERABILITY**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, the remainder of this

Agreement, or the application of such term, covenant or condition to those persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.

## **24. RESOLUTION OF DISPUTES**

- 24.1 In case of any disputes relating to this tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to VC & Managing Director, APSCSC LTD.,
- 24.2 In case, if disputes are not resolved then, the matter may be referred to Commissioner of Civil Supplies, APSCSC Ltd, Government of Andhra Pradesh who will be the appellate authority.
- 24.3 In case of any disputes still not resolved and which are relating to supply of Packaging Tape including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in the place where the head office of APSCSCL situated, and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.
- 24.4 The Supplier shall prefer a demand, if any, in writing to the VC & 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.
- 24.5 On receipt of a demand from the Supplier within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.
- 24.6 The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

## **25. INDEMNITY**

The Supplier shall defend, indemnify and hold Buyer harmless during and after the tender



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

## **26. SUCCESSORS AND ASSIGNS**

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

## **27. VOLUME OF WORK**

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this agreement, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the supplier and as given in the annexure to this tender. It should be clearly understood that no guarantee is given on the volume of work.

## **28. WAIVER**

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

## **29. AMENDMENT**

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

APSCSC 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.

### **30. ASSIGNMENT**

Supplier may assign this Agreement to a third party with the consent of the APSCSCL expressed in writing.

### **31. 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.

### **32. INTERPRETATION**

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

### **33. 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.

### **34. INSPECTION OF RECORDS AND PREMISES BY THE CORPORATION**

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

### **35. SPECIFIC CONDITIONS**

- a. **BRANDING** - Supplier to print the Branding along the length of the Packaging Tape at his own cost as per the design provided by APSCSCL from time to time
- b. **REJECTION** - 100% replacement of the rejected Packaging Tapes to be done within 15 working days



### 36. GENERAL

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

### 37. JURISDICTION

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

*A. Suresh Kumar*  
VC & MANAGING DIRECTOR

*AN* *DS* *ES* *for 16/11/2020*  
16/11/2020 16/11/2020 16/11/2020

### 38. ANNEXURE 1 - ZONE WISE REQUIREMENT OF PACKAGING TAPE

Zone wise requirement of Packaging Tape:

| Sl. No. | Zone    | Districts in the Zone   | Quantity of Packaging Tapes (in Kgs) | Earnest Money Deposit (INR) |
|---------|---------|---|--------------------------------------|-----------------------------|
| 1       | Zone I  | Srikakulam,<br>Vizianagaram,<br>Vishakapatnam, East<br>Godavari                                     | 13350                                | 1,00,000                    |
| 2       | Zone II | West Godavari,<br>Krishna, Guntur,<br>Prakasam, Nellore,<br>Chittoor, Kadapa,<br>Kurnool, Anantapur | 13400                                | 1,00,000                    |



### **39. ANNEXURE -2 - TECHNICAL SPECIFICATIONS FOR PACKAGING TAPE**

#### **A. Technical Specifications of the Packaging Tapes:**

- i. 3 Colour Laminated Stitchable Tape on Jute Bags
- ii. Material and Thickness – 12 Micron Polyethylene Terephthalate (PET) + 40 Micron Low Density Polyethylene (LDPE)
- iii. Width of Tape – 15mm
- iv. Each Roll should be of 1000 mts in length
- v. Branding is to be printed on the PET material of the Tape

#### **B. Variance allowed:**

- a. A variance of 10% is allowed in the thickness of the tape
- b. A variance of 10% is allowed in the length of each roll of tape

#### **C. Branding:**

The Branding shall contain the following:

- “APSCSCL”
- Logo of APSCSCL
- A QR Code/Barcode

The above content will be given by the Corporation to the Suppliers at the time of Signing of the Agreement.

The Supplier shall print the branding content provided by the Corporation along the length of the tape. The branding should be clearly printed since the QR Code/Barcode will be scanned. The branding may change from time to time, and the Supplier should comply with the change in branding at no extra cost.

#### **D. Packing:**

The stocks should be delivered at designated locations within the Zones as per the orders issued by the concerned District Manager / Nodal Officer / Head Office, in good condition as per the specifications, in firm secondary packing.

#### 40. ANNEXURE 3 – FORMAT OF TURNOVER CERTIFICATE

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

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

| Financial Year | Gross Turnover (INR) |
|----------------|----------------------|
| 2018 – 19      |                      |
| 2019 – 20      |                      |

Place:

Signature

Date:

Name and Regn No. of CA Firm

Name and Membership No. member certifying



41.

**ANNEXURE 4 – AFFIDAVIT**

**Rs. 100/- NON-JUDICIAL STAMP (Notarized)**

**Bid Ref. No:** \_\_\_\_\_,

**Dt:** \_\_\_\_\_

**SELF DECLARATION**

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

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

That the financial condition status of the firm is sound.

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

(Signature with Seal of the Organization)

\_\_\_\_\_  
Name of the Authorized Signatory:

Name of the Bidding Organization:

Address of the Bidding Organization:

Date:

**For VC & MANAGING DIRECTOR**

## 42. ANNEXURE 5– LIST OF APSCSCL OFFICIALS

### Head Office:

| SLNO | Head Office           | Mobile No  |
|------|-----------------------|------------|
| 1    | Manager (PDS)         | 9100030430 |
| 2    | Asst. Manager (Tech.) | 7702003524 |

### Various Districts.

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



#### 43. ANNEXURE 6 – FINANCIAL BID

Successful Bidders should submit the below table duly mentioning the final bid price against the Zones successfully bid for.

| S. No | Zone    | Quantity of<br>Packaging Tape (in<br>Kgs) | Final Bid Price of<br>Packaging Tapes<br>(INR 000.00) (per<br>Kg) |
|-------|---------|---|---|
| 1     | Zone I  | 13,500                                    |   |
| 2     | Zone II | 13,400                                    |   |

(Signature with Seal of the Organization)

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Name of the Authorized Signatory:

Name of the Bidding Organization:

Address of the Bidding Organization:

Date:

#### 44. ANNEXURE 7- BANK LETTER HEAD

##### TO WHOMSOEVER 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