

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



## REQUEST FOR PROPOSAL

**Empanelment and Appointment of suppliers for supply of QR Code printed Security Seals with packing @ 5000 to 10000 pieces per carton for tracking the rice filled gunny bags supplied under the Schemes of PDS, MDM, ICDS, Hostels & Other Welfare Institutions of Government of Andhra Pradesh through ap-e-procurement auction platform.**

Head Office:10-152/1, Sri Sai Towers,  
Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007  
Web site: [www.apscscl.in](http://www.apscscl.in)

**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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**TENDER DETAILS**

S.No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.
2	Circle/District	Six (06) districts in Andhra Pradesh
3	Tender Number	Tender Reference No: PDS/ QR Code Security Seals/2022 dated: .11.2022
4	Tender Subject	Empanelment and Appointment of suppliers for supply of 6500066 number of QR Code printed Security Seals with secondary packing @ 5000 to 10000 pieces per carton for tracking the rice filled gunny bags supplied under the Schemes of PDS, MDM, ICDS, Hostels & other welfare institutions of Government of Andhra Pradesh.
5	Period of Contract	One Year
6	Form of Contract	Rate contract
7	Tender Type	Open
8	Tender Category	Products
9	EMD	As per Annexure- I-B
10	EMD	The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.
11	Transaction Fee (Non -Refundable)	<p><b>Transaction fee:</b> All the participating bidders who submit the bids have to pay</p> <p>a. An amount@ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores (or)</p> <p>b. An amount of Rs.25000/- if the purchase value is above Rs.50 crores plus GST applicable on transaction fee through online in favor of MD, APTS. The amount payable to APTS is nonrefundable.</p> <p><b>Corpus Fund:</b> Successful bidder shall pay corpus fund to APTS</p> <p>a. An amount @ 0.04% of the contract value</p>

		with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50 Crores (or) b. An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above Rs.50 Crores to sustain e-procurement initiatives, Research and Development of software application for automation for processes in user departments.
12	Quantity	6500066
13	Number of schedules	01( for all 6 districts)
14	Bid validity	30 days from the date of opening of bids on the AP e-Procurement Platform
15	Transaction Fee Payable to	Andhra Pradesh Technology Services Ltd, Vijayawada online payment only
16	Bid Document Downloading Start Date	<b>11.11.2022 from 3.00 pm onwards</b>
17	Bid Document Downloading End Date	<b>21.11.2022 at 2.00 p.m</b>
18	Last date and time for receipt of online Bids	<b>21.11.2022 at 5.00 p.m</b>
19	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	<b>21.11.2022 at 5.30 p.m</b>
20	Price Bid Opening Date and Time (Financial Bid Stage)	<b>24.11.2022 from 11 a.m onwards</b>
21	Place of Tender Opening	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007
22	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
23	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007
24	Contact Details/ Telephone, E-Mail ID	Manager(PDS) Mobile No : 9949505318, Land Line phone: +91-866-2551912, e-mail ID : pdsho.apscsc@ap.gov.in
25	Eligibility Criteria	QR Code printed Security Seals Manufacturers/Traders.
26	Procedure for Bid Submission	The bidder shall submit his response through bid submission to the tender on AP e-Procurement platform at <a href="http://www.apecurement.gov">www.apecurement.gov</a> in by following the procedure given below:  1. The bidder would be required to register on the e-procurement market

place [www.apecurement.gov.in](http://www.apecurement.gov.in) (or) <https://tender.apecurement.gov.in> and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.

2. The bidders shall submit their eligibility and qualification documents, Technical bid, Financial bid, etc., in the online standard formats displayed in e-Procurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/ technical bids and other certificate/documents in the e-Procurement web site. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

**Registration with AP e-Procurement platform:**

For registration and online bid submission, bidders may contact Help Desk of ap e-procurement portal, [www.apecurement.gov.in](http://www.apecurement.gov.in) (or) <https://tender.apecurement.gov.in>.

**Digital Certificate authentication:**

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

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

**Deactivation of Bidders:**

The bidders found defaulting in submission of eligible documents online on or before **21.11.2022 5.00 p.m** will not be accepted by the

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

VC & MANAGING DIRECTOR

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**Empanelment and Appointment of suppliers for supply of  
QR Code printed Security Seals for tracking the rice filled gunny bags  
supplied under the Schemes of PDS, MDM, ICDS, Hostels & Other Welfare  
Institutions of Government of Andhra Pradesh**

The Andhra State Civil Supplies Corporation Ltd. is a State Agency appointed by the State Government for lifting of Rice from DCP operations and FCI. It is the responsibility of the Corporation to undertake transportation, storage and delivery of the stocks under PDS at the door steps of the Fair Price Shop Dealers.

APSCSCL is supplying rice under PDS, MDM, ICDS, Hostels and Other Welfare Institutions as per the allotment communicated by the GOI and GOAP.

The Corporation has hosted integrated website [www.apscscl.in](http://www.apscscl.in), with all the information. As there are different stages involved in handling the Gunny Bags with Rice procured through DCP operations, the details of each bag must be captured in all stages as required in the App developed in coordination with TCS & NIC teams.

Hence, GoAP has decided to introduce security seals with QR Code printed on it, specific for each bag in order to track the Gunny Bags carrying Rice from end to end operations i.e., from CMR acceptance to the end distribution (under PDS, MDM, ICDS, Hostels and other welfare institutions).

**1. SCOPE OF WORK:**

The APSCSCL proposes to procure QR Code printed Security Seals from the Security Seals Manufacturers/Traders through AP e-procurement process as per the eligibility criteria mentioned in Section-2.

- i. The requirement of QR Code printed Security Seals will be 6500066 for Six(06) months which has to be supplied to Six(06) Pilot districts of the AP State. The empanelled suppliers should ensure the supplies within the stipulated time as per the movement orders issued by District Civil Supplies Managers concerned. The approximate District wise quantities of the QR Code printed Security Seals required is mentioned at Annexure-I. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the Corporation from time to time.
- iv. In order to facilitate Security Seals Manufacturers/Traders to participate in e-reverse auction process, Registration with <https://tender.apecurement.gov.in> is mandatory. The procedure for registration is detailed in Section 3.
- v. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure.

- vi. After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by APSCSCL to the respective suppliers account through electronic fund transfer.
- vii. The procedure for enrolment and registration of suppliers, terms and conditions of supply of Security Seals is detailed below. 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. ELIGIBILITY / PREQUALIFICATION CONDITIONS:**

- i. The annual turnover should not be less than 2.00 crore per annum during the last 3 years.
- ii. The firm/applicant should have prior experience of supplying Security Seals to any state/central agency.
- iii. The firm/applicant should not have been blacklisted /convicted for any offences or violation of any State or Central act such as essential commodities act etc. or any criminal offence under IPC.
- iv. The Security Seals Manufacturing Unit/s should be owned by the registered supplier. The Traders/Suppliers should have valid GST registration issued by concerned authorities. They should be in operation for atleast three years.

## **INSTRUCTIONS FOR SUBMITTING THE TENDER AND DOCUMENTS TO BE FURNISHED ALONGWITH APPLICATION FOR REGISTRATION:**

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

- i. The tenderer shall register with <https://tender.apecprocurement.gov.in>.
- ii. The tenderer shall obtain DSC key with digital encryption certificate from any Certifying Authorities in India.
- iii. The Security Seals manufacturing units should have proper valid license by the concerned authority, copy of which shall be furnished.
- iv. Attested copy of audited balance Sheet and profit & loss account for past three years i.e., 2019-20, 2020-21 & 2021-22 duly certified by Chartered Accountant.
- v. Applicants shall submit attested copy of the Income Tax returns and Tax audit report duly certified by Chartered Accountant of last three years i.e., 2019-20, 2020-21 & 2021-22 with a copy of a PAN card attested by authorized signatory.
- vi. Attested copy of Certificate of registration under GST (Goods and Service Tax) applicable.



- vii. An affidavit-I (Annexure-III) on Rs.500 non judicial stamp paper and Notarized, regarding
- a) Not having been prosecuted for violation rules / law under any law or orders there under in any court of law.
  - b) Not having been black listed by any organization or Government for non-performance of contractual obligation.
- viii. In case of partnership firm or Co-operative or Corporate, the Security Seals manufacturing units/Traders, should furnish a copy of the registered partnership deed or byelaw or Memorandum & Articles of Association as the case may be. In case of partnership firms, the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Cooperative/corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.
- ix. The Security Seals manufacturing units/Traders 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.
- x. The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/PAN Card/Bank Statement proof should be submitted along with the application. The address proof in respect of the firm/Company shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- xi. Bank account details of tenderer along with IFSC code, Branch details, address shall be furnished in the letter head of the firm and certified by the concerned banker.
- xii. The application form mentioned in Annexure-II shall be filled, signed and submitted.
- xiii. The tenderer shall submit financial bid along with technical tender as per Annexure-IV.
- xiv. All the pages of the RFP document shall be signed and submitted along with tender in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.
- xv. Copy of the annual turn-over (should not be less than Rs. 2.00 crore per annum during the last 3 years i.e., 2019-20, 2020-21 & 2021-22 duly certified by the Chartered Accountant.

#### **4. EVALUATION OF APPLICATION:**

- i. The completed technical tender along with relevant documents, financial bid and EMD shall be uploaded on e-procurement portal before **21.11.2022 5.00 p.m.** Submission of physical tender is strictly prohibited.
- ii. The applications received after the due date will not be allowed for submission. However, APSCSCL has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website [www.apscsc.gov.in](http://www.apscsc.gov.in) as well as e-procurement portal.
- iii. The Corporation will form a team for evaluation of the tenders.
- iv. The Corporation evaluates the technical bids based on the documents submitted in the technical tender. After technical qualification, Corporation allows the successful tenderers to participate in the e-reverse auction to be conducted on <https://tender.apecurement.gov.in>.
- v. The technical tenders without prescribed EMD will summarily be rejected.

## **5. SCHEDULE OF E-REVERSE AUCTIONS:**

- i. The Corporation will conduct financial auction on <https://tender.apecurement.gov.in> (e-reverse auction platform). The e-reverse auction will be conducted for all Six(06) Pilot districts considering as one Schedule and the details are mentioned in Annexure-I. The system time of ap-e procurement portal will be considered to start and to end the e-reverse auction.
- ii. The technically qualified tenderers are eligible to participate in e-reverse auction.
- iii. The Corporation organizes the e-reverse auction based on the L1 rate received in the tender.
- iv. 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.
- v. 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.
- vi. The tenderer shall quote their financial bid in terms of rupees per one Security Seal for the entire quantity.
- vii. The bidder can modify his bid as many number of times as possible till the closing time of e-reverse auction subject to overall reduction in the price. The system time of e-procurement plat form will be considered to start and end the e-reverse auction.
- viii. However, the auction platform will not allow the bidder to modify his bid to increase the price. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
- ix. In case of two or more bidders emerge as lowest with identical prices after conclusion of e-reverse auction, bidder who puts in his bid first on e-reverse auction platform gets priority and considered as lowest.
- x. The bids submitted after the closing time of e-reverse auction will be rejected by the system.
- xi. The price quoted shall be:
  - a) Inclusive of all incidental expenditure, transaction charges, custom duty and GST payable for delivery at district office of all Six(06) Pilot districts of A.P.

- b) Inclusive of cost of packing, transportation charges, transaction charges, insurance, etc till districts concerned of the Corporation in A.P.
- xii. **The minimum tick size shall be Rs.0.01/- (One Paise only) per each Security Seal**
- xiii. 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.
- xiv. The registered tenderers shall not be intimated individually regarding the e-reverse auctions; however, the registered tenderers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-reverse auctions.
- xv. The Bids of all Bidders who have participated in the e-reverse auction must remain valid for minimum period of 90 (Ninety) working days from the date of auction or till the tender process is completed, whichever is later.
- xvi. 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 an auction 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 e-reverse auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xvii. Any bid placed using the bidders user name 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 an 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.
- xviii. 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 auctions 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/s will be notified in the website of APSCSCL and e procurement site.
- xix. 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.
- xx. 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 reason.
- xxi. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- xxii. 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.

- xxiii. 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.

## **6. EARNEST MONEY DEPOSIT (EMD):**

- i. Each tenderer need to deposit 1% of project value as EMD prescribed in the Annexure-I-B( for Six(06) districts along with technical bid. The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.
- ii. The Tenderer shall be permitted to bid on the express condition that in case he modifies his offer, or terms & conditions 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 Tenderer 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 with the Corporation for a period of three years.
- iii. The Earnest Money will be returned to all unsuccessful Tenderer within a period of fifteen days from the date of issue of the acceptance letter to the successful tenderer, after furnishing the Security Deposit. However in case, the tender is disqualified during technical evaluation, the Earnest money will be refunded within fifteen days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.

## **7. SECURITY DEPOSIT:**

- i. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 3% (Three percent) of the value of the order, after adjusting the EMD already paid, within 07 (Seven) working days by way of electronic fund transfer to the bank account of AP State Civil Supplies Corporation Limited.
- ii. The EMD(1%) already paid will be converted to Security Deposit. Thus the total Security Deposit would be 3% of the order value. Security Deposit will be released only after successful completion of the contract.
- iii. If the supplies are extended from Six(06) Pilot district to all the Twenty Six(26)districts, then additional SD shall has to be deposited by the supplier @ 3% on the entire project value.
- iii. In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation within the due date, his contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another supplier.
- i. Any losses or damages arising out of failure of the tenderer 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.

- ii. The security deposit will be returned to the supplier on due satisfactory performance of the contract and on completion of all obligations by the supplier under the terms of the Contract and on submission of a 'No dues certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the supplier.
- iii. No interest shall be given on the security deposit to the supplier.

#### **8. EXECUTION OF AGREEMENT:**

The successful tenderer shall execute an agreement on Rs. 500 /- non-judicial stamp paper to fulfill the contractual obligations as specified by APSCSCL within (07) seven days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited. Further the APSCSCL reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through re-tender or in other manners and the bidders are bound to pay the same on demand. 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.

#### **9. ORDER FOR SUPPLIES:**

- i. The short listed suppliers who qualify in e-reverse auction will be issued with supply orders/indents by Corporation. The supply order to the supplier will be issued subject to payment of prescribed security deposit with the APSCSCL account.
- ii. The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the respective districts of Andhra Pradesh.
- iii. 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 his 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 QR Code printed Security Seals to the respective districts. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Security Seals as per specifications prescribed should be delivered within 30 days to the concerned district of AP State from the date of final supply order issued by the Corporation. As the stock is very urgently required and to ensure uninterrupted supply, the APSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time to 20 days also while issuing supply order. Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.
- iv. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.
- vi. Security Deposit and EMD furnished by the qualified suppliers will be returned on request

upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.

- vii. Non acceptance of supply order / indents within 2 days of declaration of e-reverse auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-reverse auctions for a period of three years.
- viii. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit.
- ix. 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.
- x. 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 if any from the tender for his failure to comply with the terms and conditions of the tender.
- xi. 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 e-reverse auction and recover the difference of cost from the supplier who has defaulted.

#### 10. Specifications:

<b>Tag Size</b>	Length 8 inches
<b>Material</b>	<b>Ribbon housing: Polypropylene</b>
<b>Printing</b>	QR code and APSCSCL's name and logo for clear identification
<b>Features</b>	Ribbon diameter 3.3 mm to fit the small eyelets Flat construction to fit into small area
<b>Sample Submission</b>	50 Sample of Tags complete in all respect with printed QR codes, as per the specifications - to be submitted along with the tender in a separate sealed envelope before the due date <b>by post or courier</b> . Otherwise, the offer of the bidder shall be rejected.
<b>Pre-Printed QR Code and Serial Number</b>	Numbering should be directly laser marked with 12 digits of unique number The printing of QR Code and numbering shall not get damaged/get removed or absorb liquid. The printing of QR Code and numbering shall be waterproof.
<b>Packing</b>	5000 to 10000 pieces per carton
<b>Delivery</b>	Delivery to be at O/o District Civil Supplies Managers in Six(06) districts of AP as per the requirement of the districts.
<b>Quantity</b>	There is no fixed volume of work. However, the requirement under pilot project will be 65 lakhs (+/- 25%)

#### 11. TERMS AND CONDITIONS OF DELIVERY:

- i. The successful bidder shall have to supply the ordered quantity of Security Seals as per the specifications prescribed within 30 days against the supply order issued by the Corporation.

Supplier shall obtain the details of quantity from the APSCSCL Head Office, Vijayawada.

- ii. Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.
- iii. Supplier shall furnish a daily report to the District officer and the Head office on supply of stocks and destination wise quantity delivered through email.
- iv. The successful suppliers should take adequate precautions to prevent damage or deterioration to the Security Seals during storage/transportation. The printing of QR Code and numbering shall not get damaged/get removed or absorb liquid. The printing of QR Code and numbering shall be waterproof. He should also insure the stock during transit at his cost.
- v. The successful suppliers should deliver at his cost the Security Seals to the District Civil Supplies Offices, APSCSCL.
- vi. All information must be mentioned on the carton e.g name and full address of Security Seal Manufacturer, Name of the Product, No. of Security Seals, Series of Security Seals and month & year of packing.
- vii. There shall not be repetition in QR Code series and shall not be used in any other projects. Each Security Seal should be provided with specific number.
- vii. APSCSCL has the right to increase/decrease the ordered quantity depending on the requirement.
- viii. The period of contract is one year and the contract period can be extended by the VC & Managing Director, APSCSCL, at his/her sole discretion on the same rates, terms & conditions for further period as determined by the VC & MD. The action of the VC & MD in extending the contract shall be final and binding on the contractor and shall not be called into question.
- ix. If necessary, depending upon the requirement, the supplier shall supply the additional quantity as per the instructions of the VC & MD based on approved rates/negotiated rates.

## **12. TERMS OF PAYMENT:**

- i. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment will be released by APSCSCL to the respective suppliers account through electronic fund transfer. Advance amount shall not be released to the supplier during the contract period.
- ii. The payment is processed based on the accepted quantity at the designated location.
- iii. The supplier shall submit the following documents at the time of giving delivery of the consignment to the respective District Offices of the Corporation.
  - a) Tax Invoice
  - b) Delivery Challan
  - c) Acknowledgement by the District Civil Supplies Manager/ Asst. Manager
- iv. The final payment will be released after the total acknowledgement of quantity from the concerned districts.
- v. The payment will be directly released through Electronic Fund Transfer to the respective Bank

Account of the qualified suppliers by the Corporation. The following documents should be submitted at the Corporation for processing of payment:

1. District wise and Truck wise Details. (Truck No., Invoice No, Date and Quantity)
2. Any other relevant document issued by the District Civil Supplies Manager

**13. PENALTY ON DEFAULT/EXTENSION OF TIME:**

- i. The entire ordered quantity of Security Seals should be supplied within the stipulated time. No extension of time will be granted for supply of Security Seals beyond the specified date fixed. Delay in supplies beyond the stipulated time shall be treated as violation of terms and conditions of tender and appropriate action will be taken.
- ii. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the VC & MD.
- iv. 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.
- v. 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 other suppliers for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/e-reverse auction at the risk and cost of such defaulted supplier(s) and such defaulted 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 defaulted supplier(s).
- v. The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of the Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC& Managing Director, APSCSCL is final and binding on the supplier. The supplier(s) is liable to reimburse/compensate the Corporation or to third party for any loss, damage, injury, etc. caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- vi. Notwithstanding anything contained in the terms and conditions of this tender the VC& Managing Director, 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.
- vii. In the event of failure by the tenderer (s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited and Corporation may also proceed with blacklisting of the firm.
- viii. The quality of Security Seals will be evaluated based on the specifications. Sample collected from the dispatched quantity has to be send to respective lab for quality check. In case, the quality parameters of referred samples are found to be non-



conformity of the given specifications, a penalty shall be imposed on the entire quantity supplied by that particular truck in the district concerned.

- ix. In the event of supply of stocks not conforming to specifications as indicated, such stocks are liable for rejection, and will be viewed seriously besides imposing penalty as detailed above.

**14. CANCELLATION OF AGREEMENT:**

- i. The supplier, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- ii. If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

**15. 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 telegram 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.

**16. OBSERVANCE OF LAW :**

The supplier 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 supplier of any law, orders, etc., in force.

**17. COMPLIANCE WITH DIRECTIONS :**

The supplier shall comply with the directions issued from time-to-time by the VC & Managing Director of the Corporation while discharging the duties under this Agreement.

**18. 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 Service Provider and as given in the annexure to this tender. It should be clearly understood that no guarantee is given on the volume of work.

**19. DISPUTE RESOLUTION:**

**ARBITRATION:**

- 19.1 In case of any disputes relating to Supplier including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSC LTD.,
- 19.2 In case, if disputes are not resolved according to the Clause no.21.1, then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- 19.3 In case of any disputes still not resolved and which are relating to supply of Sugar including the interpretation of any of the Clause/Clauses of this Supplier, 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 Vijayawada and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
- 19.4 The Supplier shall prefer a demand, if any, in writing to the V.C. & Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- 19.5 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.
- 19.6 The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

**20 MISCELLANEOUS :**

**20.1 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.

**20.2 Assignment:**

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

**20.3 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.

**20.4 Entire Agreement:**

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.

**20.5 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.

**20.6 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 delivery is by telecopier, 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.

**20.7 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.

**20.8 Successors and Assigns:**

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

**20.9 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.

**21. 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.

**22. CORRUPT PRACTICES:-**

Any bribe, Commission, advantages offered or promised by or on behalf of the Supplier to any officer/ employee/ servant of the APSCSC Ltd. then such suppliers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the supplier or on his behalf at any stage of tender process or while giving delivery will be treated as violation of terms and conditions of tender. If such instances are **noticed the supplier will be blacklisted for a minimum period of 3 years.**

**23. JURISDICTION:**

All Civil suits arising under this agreement should be subject to the jurisdiction of the City Civil Courts where Head Office of APSCSCL 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 23 of the above Tender document.

APSCSCL, Vijayawada

**ANNEXURE-II**

**APPLICATION FOR APPOINTMENT OF QR CODE PRINTED SECURITY SEALS TO  
APSCSCL FOR DECEMBER, 2022 TO MAY, 2022**

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

1	Name of the Company	
2	Registered Address	
3	Communication Address	
4	Phone No & E-mail ID	
5	EMD Amount paid and payment ID	
6	Copy of the address proof of the firm either certificate of registration or certificate of incorporation issued by the concerned authority	
7	Bank account details of firm along with IFSC code, Branch details, address in the letter head of the firm and certified by the concerned banker.	
8	Application form mentioned in Annexure-II, RFP document & Financial bid in Annexure-IV signed by the tenderer.	
9	In case of partnership firm or Co-operative or Corporate, furnish a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association as the case may be.	
10	In case of Co-operative/corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the tender process should be furnished.	
11	Attested copies of previous experience in supply of sugar to any state/central agency (copy of experience certificate /copy of supply/work orders etc.) attested by Chartered Accountant.	
12	Copy of turnover (manufacturing/supply of sugar during the last three financial years - minimum annual turnover should not be less than Rs. 2.00 Crore in a financial year for last three financial years) duly certified by the Chartered Accountant: 2019-20 2020-21 2021-22	
13	Copies of Income tax returns last three years certified by Chartered Accountant: 2019-20 2020-21 2021-22	
14	Copies of audited balance sheet, P&L account and Tax Audit Report for last three years certified by Chartered Accountant: 2019-20 2020-21 2021-22	

15	Copy of PAN given by the IT Department	
16	Copy of the Registration Certificate under GST	
17	Affidavit duly notarized to the effect that the applicant or any of the partners or company was never black-listed or convicted by court of law.	

I hereby agree to abide by terms & conditions stipulated for enrolment as supplier of QR Code printed Security Seals. The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Date:  
Place:

Name & Signature of the Supplier  
Address & Seal

**ANNEXURE-III**

**AFFIDAVIT - 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.

DEPONENT

**Attestation:**

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted being true and signed before me on this \_\_\_\_\_ day \_\_\_\_\_ month 2022. Hence attested.

NOTARY

**Place:**

**Date:**

**ANNEXURE-IV**

**FINANCIAL BID**

<b>Schedule</b>	<b>Bid Quantity</b>	<b>Bid price in Rupees per QR Code printed Security Seal</b>
Schedule 1	6500066	





**Annexure - I B**

<b>EARNEST MONEY DEPOSIT</b>					
<b>S. No</b>	<b>District</b>	<b>Required bags</b>	<b>Total cost</b>	<b>EMD(1%)</b>	<b>EMD Rounded to</b>
1	Eluru	1273362	1120559	11205.59	12000
2	West Godavari	1040933	916021	9160.21	9200
3	Krishna	1012683	891161	8911.61	9000
4	NTR	1140377	1003531	10035.31	11000
5	Guntur	1119944	985551	9855.51	9900
6	Bapatla	912767	803235	8032.35	8100
	<b>TOTAL</b>	<b>6500066</b>	<b>5720059</b>	<b>57200.59</b>	<b>59200</b>

**ANNEXURE-II**

<b>A List of APSCSCL Officials in Head Office</b>		
<b>S. No.</b>	<b>Head Office</b>	<b>Mobile No</b>
1	Manager(PDS)	9949505318
<b>B List of APSCSCL Officials in Various Districts</b>		
<b>S. No.</b>	<b>District</b>	<b>District Manager Mobile Number</b>
1	West Godavari	9963479154
2	Krishna	7702003540
3	Guntur	9963479161/7093501314
4	Eluru	7702003552
5	NTR/VJA	9989259264
6	Bapatla	7702003536

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Signed by G Veerapandian

Date: 09-11-2022 21:59:27

Reason: Approved