



APSCSCL
Andhra Pradesh State Civil Supplies Corporation Limited
(A State Government Undertaking)

REQUEST FOR PROPOSAL

**FOR APPOINTMENT OF STAGE I - TRANSPORT CONTRACTOR FOR PVP
MANYAM DISTRICT FOR TRANSPORTATION OF FOOD GRAINS, PULSES OR
ANY OTHER COMMODITY FOR A PERIOD OF TWO YEARS**

**By AP State Civil Supplies Corporation Limited through
[NCDEX e Markets Limited \(NeML\)](#)**

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

Phone Nos: 0866 2551912

Web site: www.apscscl.in

INDEX

S. No.	Details	Sections
1	Objective	1.
2	Scope of work	2.i to 2.vi
3	Volume of Work	3.i to 3.v
4	Eligibility/Prequalification conditions	4.i to 4.xvi
5	Disqualification Conditions	5. i to 5. xv
6	Instructions for submitting tender	6.i to 6.x
7	Evaluation of application for registration	7.i to 7.vi
8	Scheduling of Tender & Negotiation	8. i to 8. xxxv
9	Earnest Money Deposit	9.i to 9.ix
10	Security Deposit	10.i to 10.viii
11	Declaration of Near Relative	11
12	The Provisions of Public Procurement	12
13	Terms for Micro, Small & Medium Enterprises	13. i to 13. vi.
14	Period of Contract	14
15	Letter of Acceptance (LOA)	15.i to 15.iii
16	Work Order - Fulfillment Of Work Within Stipulated Time And Penalty In Case Of Failure:	16.i. to 16.x
17	Termination of contract	17.i to 17.xii
18	Corrupt practices	18
19	Maintenance And Furnishing Of Information:	19 i. to 19 .iii.
20	Safety of Goods	20 i. to 20.iii.
21	Holding or retention of stocks prohibited	21 i. to 21 vi.
22	Recovery of dues	22
23	Damage to third party	23
24	Forgery of Signatures	24
25	Payment of Bills	25 i. to 25 xii
26	Responsibilities under various ACTS	26.i. to 26. iii.
27	Compliance With Directions	27
28	Claims	28
29	Filing of FIR incase of diversion of trucks	29
30	Infrastructure	30
31	Observance of Law	31
32	Other Terms and Conditions	32 i. to 32 xxii.
33	Cancellation	33 i. to 33 ii.
34	Severability	34
35	Indemnity	35 i. to 35 iii.
36	Successors and Assigns	36
37	Waiver	37

38	Amendment	38 i. to 38. ii
39	Assignment	39
40	Counter parts	40
41	Force Majeure	41
42	Interpretation	42
43	Independent Relationship	43
44	General	44
45	Arbitration	45 i. to 45 vi.
46	NeML disclaimer	46 i to 46 xiii
47	Jurisdiction	47
48	Application for enrolment as Transport Contractor	Annexure - I
49	Check list form for participants	Annexure - 2
50	Affidavit - I	Annexure - 3
51	Affidavit - II	Annexure - 4
52	Bidders Declaration	Annexure - 5
53	Bank Declaration	Annexure - 6
54	Average estimated quantities for one month, Contract Value, EMD, SD & other details	Annexure - 7 (A & B)
55	Approved Schedule of Rates	Annexure - 8
56	Contact details	Annexure - 9
57	Turn Over Certificate	Annexure - 10
58	Vehicle particulars	Annexure - 11
59	Bank Guarantee - Proforma	Annexure -12

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

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

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TENDER DETAILS

Sl. No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.,
2	District	PVP MANYAM District in Andhra Pradesh
3	Tender Subject	Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for appointment of Stage I transport contractor for PVP MANYAM District for transportation of Food grains, Pulses or any other commodity., for a period of two years
4	Period of Contract	Two Years
5	Form of Contract	Price Quoted
6	Tender Type	Traditional
7	Tender Category	Transportation
8	EMD amount	2.5% on estimated contract value for 24 Months * EMD amount payable read as given in Annexure -7
9	EMD - Mode of Payment	Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit EMD (margin money) with the NCDEX e Markets Ltd into the provided Virtual Account to participate in the proposed Tender/auction by way of RTGS or electronic fund transfer on or before last Date & Time of Technical Documents Submission.
10	No. of Schedules	01
11	Bid validity	90 days from the date of financial bid opening
12	Bid Document Download start date	04 .03 .2025.
13	Pre-bid meeting	Previously already conducted
14	Last Date and Time for Submission of Documents	11 .03 .2025 upto 5.00 PM
15	Date of Technical Evaluation & Financial Bid Opening	12.03.2025
16	Tender Inviting Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer

		authorized by VC & MD.
17	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007
18	E-Mail ID	e-mail ID: pdsho.apscsc@ap.gov.in
19	General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail: pdsho.apscsc@ap.gov.in

VC & MANAGING DIRECTOR

Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) invites online Tenders for appointment of Stage I transport contractor for PVP MANYAM District for transportation of Food grains, pulses or any other commodity for a period of two years

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF STAGE I TRANSPORT CONTRACTORS

1. The Tender shall be invited through NCDEX e Markets Limited (NeML) Portal and any Corrigendum to the Tender Notice shall be issued in NeML Portal/ Apscsccl.
2. Prospective Bidders are requested to view NeML Portal /website regularly and tender document may be downloaded from NCDEX e Markets Limited (NeML) Portal <https://neml.in/circulars>
3. Aspiring Bidders/Suppliers who have not enrolled/registered in NeML Portal should enroll/register in NeML.
4. Tenderers can access tender documents on the website, fill them with all relevant information and submit the complete clear (readable) scanned copy of tender documents to apreg@neml.in
5. Tenders and supporting documents should be send to apreg@neml.in Hard copy of the tender documents will not be accepted.
6. The Terms & Conditions stipulated in the tender form (RFP) shall prevail over the General Terms & Conditions (GTC) of NeML portal.
7. **Any fee claimed/ Charged by the NeML portal shall be paid by the bidder. Non-payment of portal charges by the successful bidder would tantamount to resiling from the bid.**
8. Last date for online submission of tender is up to 5 P.M on 11 .03 .2025
9. Tender to remain open for acceptance upto 90 days from the date of financial bid opening i.e. from 12.03.2025.
10. The VC & Managing Director, APSCSCL may extend the bid validity by another 30 (Thirty) days with mutual consent of APSCSCL and Bidder.

Invitation to Tender

FROM:
The VC & Managing Director,
APSCSCL,
Vijayawada.

To

Dear Sir(s),

For and on behalf of the Andhra Pradesh State Civil Supplies Corporation Limited (hereinafter called the Corporation) the VC & Managing Director, APSCSCL, invites Tenders online UNDER TWO BID SYSTEM at NCDEX e Markets Limited (NeML) Portal (URL: <https://nempl.in>) for appointment of Stage I transport Contractor FOR **PVP MANYAM** DISTRICT FOR TRANSPORTATION OF FOOD GRAINS, **PULSES OR ANY OTHER COMMODITY** for a period of two years or such later date as may be decided.

VC & MANAGING DIRECTOR

GENERAL INFORMATION TO THE TENDERERS

1. OBJECTIVE:-

Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for PVP MANYAM District for transportation of Food grains, Pulses or any other commodity as entrusted by Government from time to time under various schemes from various Buffer Godowns/FCI depots to the MLS Points within the district or any other work as entrusted by the Corporation from time to time for a Period of two years. The quantity likely to be transported per month is herewith annexed and may vary depending on the allotment of GoI and GoAP every month.

2. SCOPE OF WORK:-

- i. Transportation Services shall mean Transportation of Food grains i.e., Rice / Sugar / Pulses / Oilseeds / Edible Oil etc. from APSCSCL Buffer Godowns/FCI depots to MLS Points operated by APSCSCL within the district or any other work as entrusted by the Corporation from time to time for a period of two years.
- ii. The tenderer shall get acquainted of the nature of transportation and with the conditions of route in the concerned district for transportation of food grains etc. Once the tender is submitted, the tenderer will be deemed to have fully acquainted himself with the routes and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.
- iii. The tenderer shall make available, the number of vehicles required at the premises of the Buffer Godowns as per the Movement Order issued by the Corporation.
- iv. The Corporation is implementing the Vehicle Tracking System in all the Districts in order to monitor the movement of Essential Commodities under Stage-I to avoid any diversion. The Functional GPS Devices shall be provided by the Supplier cum service provider appointed by the APSCSCL on rental basis. The Stage-I Contractor have to necessarily get their Vehicles (Own & Hired also) installed with the Functional GPS Devices at their own cost for implementation of GPS Vehicle Tracking System.
- v. Transportation of stocks from the Buffer Godowns/FCI depots to MLS Point of APSCSCL is indicative. The tenderer shall undertake such other related activities as and when required from time to time as per the orders received from the Govt. of AP.
- vi. The procedure and registration of transporters, terms and conditions may be amended if necessary prior to financial bid. Details of such amendments will be uploaded in the website www.apscscl.in or <https://neml.in> for the information of the participants.

3. VOLUME OF WORK:-

- i. No definite volume of work to be performed can be guaranteed during the currency of the contract. The particulars given in the Annexure-7 are intended merely to give the Tenderers an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract, the quantum of work may increase or decrease. It should be clearly understood that no guarantee is given that all the items of work as shown in the Annexure-7 of the tender will be required to be performed.**
- ii. The Contract, if any, which may arise from this tender, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Tenderer and as given in the Annexures and appendices to this tender.**

iii. Route Optimization:

- a) The APSCSCL is interested in implementing route optimization in Andhra Pradesh state as per the instructions issued by GoI so as to minimize the transportation expenditure. In such case, if the stage I transportation i.e., from Buffer Godowns to MLS Points is stopped, then the contract will automatically come to an end for which transport contractor is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.
- b) In case, if the MLS Points of a district are mapped to the Buffer Godowns of neighbouring districts, then the Stage I transportation contractor of receiving district shall take up the transportation arrangements.
- c) In case, if the contractor fails to take up transportation arrangements then the concerned Joint Collector & EOED., APSCSCL shall make transportation arrangements duly recovering the differential cost at Double the rate from the Stage I transportation bills /Security Deposit amount of the Stage I transport Contractor.

iv. Inter District Transportation:

- a) In case of Inter District Transportation of stocks, the receiving district Stage I transport contractor shall under take the Stage-I movement from the dispatch district to the receiving district with the lowest approved rate among the Source district and receiving district.
- b) In case, if the Stage I transport contractor of receiving district expresses his unwillingness to take up the Inter District Stage-I movement at the lowest approved rate as mentioned in the above clause, then the work shall be entrusted to the Stage I transport contractor of Source/dispatch district with the lowest approved rate among the Source district and receiving district

- C) If the Stage I transport Contractors of both Source district and receiving district fail to take up the Inter District Stage-I movement at the lowest approved rate, then the concerned Joint Collector & EOED., APSCSCL shall make Inter District Transportation arrangements duly recovering the cost at Double the rate (considering the lowest approved rate among the Source district and receiving district) from the Stage I transportation bills /Security Deposit amount of the Stage I transportation Contractor of the receiving District.
- v. As APSCSCL is planning to undertake the construction of Buffer Godowns in the districts wherever required in such cases, the appointed stage I contractor of respective district has to reduce the approved stage I transportation rate during the contract period depending upon reduction of distances.

4. ELIGIBILITY / PREQUALIFICATION CONDITIONS:-

- i. Tenderer should have total Turn Over of Rs.1,00,00,000/- (Rupees One Crore only) and above in any one of the immediate preceding five years as certified by the Chartered Accountant. Unless this clause/condition is satisfied, further evaluation of the bid will not take place.
- ii. Tenderer should have experience in Rake Handling and / or Transportation duly obtained from the PSU / Govt. Dept. / Public Ltd. Company / Private Ltd, Company dealing in the field of Food grains/Food products in any of the immediate preceding five years and should have executed in the immediate preceding five years from the bid due date the work of the value as under (the experience of running contract should also be considered) and such experience certification should be done by ONLY State Head:
- a) At least 25% of the estimated value of the contract to be awarded, in one single contract.
- OR
- b) 50% of the estimated value of the contract to be awarded, in multiple contracts.
- iii. Tenderer without the requisite experience in the field as mentioned in clause 4(ii) may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value (24 Months period) from Public Sector Banks or Reputed Private Sector Banks acceptable to APSCSCL.
- iv. If the Tenderer is a partnership firm, the firm should be in existence as on the date of tender notification and there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be

forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.

- v. The period for the purpose of experience will be taken as financial year -1st April, to 31st March, for a quantum of work as mentioned in clause 4(ii).
- vi. Tenderers should have the trucks of not less than 17 MTs capacity as detailed below.

Sl. No.	Districts	No of Districts	Tentative allotment in MTs	No of Vehicles for each district	Remarks
1	PVP Manyam	1	upto 8,000	15	5 own & 10 Hired
	Total	1			

- vii. In case of hired vehicles, the tenderer should furnish hire agreement with the owners which shall be valid till the end of contract period (for a minimum period of Two years otherwise they are not eligible to participate in tenders). In case, where the existing hire agreement getting expired, with in the contract period, the bidder should submit an undertaking in a non-judicial stamp paper of Rs.100/- that he will renew re-enter into a hire agreement after the expiry of existing agreement till the end of contract period, Trucks involved under EC Act/diversion cases and/ or other trucks belonging to their owners should not be hired. Vehicle details should be furnished in the Tender form. Tenders found without vehicle details and / or copies of the vehicle RC Books along with copy of valid RTA permits stands automatically disqualified.
- viii. The successful Tenderers have to utilize his/ her/their own and hired vehicles which were declared in tenders for transportation of food grains under Stage I in addition to engaging other vehicles as and when required without fail.
- ix. In case of extension of contract period the contractor should submit the hire agreement for the extended period also.
- x. Tenderers should offer separate vehicles for each district, in case they are applying for more than one district. In case if same lorries are offered in more than one district, In case one bidder emerges as L1 for more than one district and has offered same set of trucks for such districts, such bidder will be allotted one district at the discretion of corporation. In such a situation, his bid will not be taken in to consideration for other districts and L2 bidders of such other districts will be treated as L1 bidder.

- xi. The vehicles already engaged in any other contractual agreement with APSCSCL/any other Government/Private agency shall not be permitted.
- xii. The APSCSCL itself will obtain the Clearance Certificate from Vigilance & Enforcement authorities as to whether, the existing stage I transport contractor/firm is blacklisted or not.
- xiii. The APSCSCL itself will obtain the satisfactory certificate from the Joint Collectors & EOEDs of the concerned districts on the existing stage I transport contractor/firm on the following requisite points:
 - a) The Contractor is not involved in any diversion case.
 - b) Transported the food grains within the stipulated time without any delay.
 - c) Arranged sufficient vehicles during the contract period.
- xiv. Age of lorry offered (Make in the RC Book) should not exceed 15 years before 11.03.2027 i.e, the Lorries model earlier than 11.03.2012 will not be considered. The bidder shall provide certificate from Pollution Control Board Authority.
- xv. In case of filing of single bid for a particular district and if a particular bidder has become LI for more than one district then the decision of awarding contract / Recall will be at the sole discretion of the VC & Managing Director.
- xvi. Every tender should be accompanied by an Affidavit sworn and signed before a Notary on Rs.100/- stamp paper to the effect that the tenderer has no past or present criminal record with the Police / Vigilance of the Civil Supplies Department. The affidavit (Annexure 3 and 4) should also contain that they do not belong to any of the prohibited category to file Tenders such as those noted in conditions prescribed above. Giving false or misleading information in this regard will attract serious, legal consequences.

5. DISQUALIFICATION CONDITIONS (In General):-

- i. The individuals/Firms/Companies that are BLACKLISTED by Andhra Pradesh State Civil Supplies Corporation Limited at any time are prohibited from participating in the Tenders (Annexure 9). Even Contractors who are involved under Essential Commodities Act or black listed or debarred by any department of Central or State Government or any other Public Sector Undertaking are prohibited from participating in the Tenders. In case of any kind of participation or filing of tender by such person(s)/Firm(s), the Corporation shall forfeit the entire EMD amount as penalty for such an act of false declaration besides rejecting the tender. Even if the tender is finalized, the Corporation is at liberty to cancel the tender and forfeit the Security Deposit and Bank Guarantee if any whenever it comes to the notice besides recovering the liquidated damages.

- ii. Rice Millers Associations/Rice Mill Lorry Owners Associations/ Food grains Wholesale and Retail Dealers or their Representatives or Associates are prohibited from participating in the Tenders. However, the Registered Lorry Owners Associations existing in the District are eligible to participate in the Tenders duly furnishing an undertaking by the elected President of the Association stating that there are no members in the Association, who are also the members of any Rice Millers Lorry Owners Association. An affidavit has to be given by the President / General Secretary of the Association stating that none of the Lorry Owners furnished in the list given by the Lorry Owners Association is booked under any Civil Case or Criminal Case or Essential Commodities Act. etc. Minimum number of vehicles in the name of an individual or partnership firm is applicable to the Association as a whole. The names of the vehicle owners shown against "Own vehicle list" shall be the members of the Association and give their consent to the Association in writing duly notarized to utilize their vehicles for the purpose of movement of food grains for the district for which tender is filed. In respect of hired vehicle, hired agreements to be furnished by the Association duly notarized.
- iii. Existing Stage II Contractors, F.P. Shop Dealers or their Representatives or Associates are prohibited from participating in the tenders.
- iv. Public carrier vehicle operators (PCVO) or transport contractors terminated by any of the Govt. Organization for malpractices are not eligible to participate in tenders.
- v. If any person or Firm or Company who has been blacklisted filed a Tender in a benami name, his tender stands summarily rejected apart from forfeiture of EMD furnished. If it comes to notice after award of contract also, the contract will be cancelled and black-listed apart from forfeiture of Security Deposit, Bank Guarantee, etc.
- vi. Minors are not eligible to file or participate in Tenders.
- vii. Tenderers are not entitled to utilize the trucks of the Rice Millers/ Rice Millers Associations or Stage II Contractors in the Stage I movement. In other words they should not use vehicles of the Rice Millers/Associations or Stage II Contractors under any circumstances.
- viii. Tenderers who have been blacklisted/debarred/Banned/Suspended by APSCSCL/Food Corporation of India/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance will be ineligible during the period of such debarment or for a period of two years from the date of debarment, whichever is earlier.
- ix. Any Tenderer whose contract with the APSCSCL/Food Corporation of India/Department of Food and Public Distribution under Ministry of Consumer

Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last two years, will be ineligible.

- x. Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by APSCSCL/Food Corporation of India*/Department of Food and Public Distribution under Ministry of Consumer Affairs, Food and Public Distribution / Department of Expenditure under Ministry of Finance during the last two years, will be ineligible.
- xi. If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- xii. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tender disqualified.
- xiii. A Hindu Undivided Family (either as a proprietor or partner of a firm) shall not be entitled to apply for tender. Any tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- xiv. In case, if “Non Clearance Certificate” is received from Vigilance & Enforcement authorities on the stage I transport contractor/firm appointed for the previous period/period 2021-23 as extended from time to time. Then the bidder/firm will be ineligible for participating in tenders for a period of two years for all districts.
- xv. In case, if “Not Satisfactory Certificate” is received from respective Joint Collectors & EOEDs of APSCSCL on the stage I transport contractor/firm appointed for the period 2021-23 as extended from time to time. Then the bidder/firm will be ineligible for participating for a period of two years in that particular district .

6. INSTRUCTIONS FOR SUBMITTING TENDER (Disqualification conditions Technical reasons) :-

- i. The tender shall be submitted online in two parts, viz., technical bid and price bid.
- ii. Tender Document (except price bid) alongwith supporting documents duly signed & seal of respective firm have to be scanned and send to apreg@neml.in.

Technical Bid shall include the following:

- A. All the pages of the RFP document including Annexures shall be signed and submit to NeML Portal in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.
- B. Signed copies of the following documents should be send to apreg@nemi.in.
- i) Earnest Money Deposit details alongwith receipt, if any.
 - ii) Turnover Certificate from Chartered Accountant as per the format provided in *Annexure -10 for Turnover Certificate* supporting the Turn Over Criteria and Experience criteria as mentioned in clause 4 (i & ii)
 - iii) Audited Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for any three financial years of the preceding Five Years i.e., FY 2019-20, FY 2020-21, FY 2021-2022, FY 2022-23 and Audited / Provisional for 2023-24.
 - iv) Income Tax Returns for any three financial years of the preceding Five Years (FY 2019-20, FY 2020-21, FY2021-22, FY 2022-23 and FY 2023-24)
 - v) Affidavit – I on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government undertakings in the format given in Annexure 3 – Affidavit duly signed by the authorized signatory.
 - vi) Affidavit – II on non-judicial stamp paper worth Rs. 100/- that the bidder/firm is not having any links with the Rice Millers/ Rice Millers Association/ Rice Millers Lorry Associations/ Foodgrains Wholesale and retail dealers etc. in the format given in Annexure 4 – Affidavit duly signed by the authorized signatory.
 - vii) In case of partnership firm or Co-operative or Corporate a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association, as the case may be, should be furnished.
 - viii) Attested copy of PAN
 - ix) The address proof of the authorized signatory viz., copy of passport / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority or any other valid document.
 - x) Bank account details along with IFSC code, Branch details, address shall be furnished on the letterhead and certified by the concerned banker.
 - xi) Age of lorry offered (Make in the RC Book) should not exceed 15 years before **11.03.2027** i.e., the Lorries model earlier than **11.03.2012** will not be considered. The bidder shall provide Pollution certificate.
 - xii) The bidder shall also submit Fitness certificate issued by respective District Transport Office (DTO) for all the vehicles mentioned in the tender document that the vehicles are fit for transportation of Essential Commodities.
 - xiii) Particulars of vehicles owned/hired shall be furnished.
 - xiv) The copies of RC Books, latest (6 Months) Form 24 B (Registered abstract), Fitness certificate, Valid Road tax certificate, Insurance and valid permits of own/hired vehicles declared in the tender along with hire agreement in case of hired vehicles up to contract period, shall be uploaded.

- xv) The Application mentioned in Annexure 2 shall be filled, signed and submitted.
- C. The applicant / Tenderer Shall be a Legal entity (Company, Partnership Firm, One person company, Sole Proprietorship).
- D. Board Resolution duly certified authorizing the person signing the Bid and Bid documents in case of a Company.
- E. Deed of Partnership, Copy of the Registration of the Firm with Registrar of Firms; Memorandum & Articles of Association, as the case may be.
- F. The Transporter / Tenderer should submit letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or corporate body.
- G. The Bidder shall submit a signed declaration form (Annexure -5)
- H. Bidders have to deposit the registration fee of Rs.5900 (Rs 5000+18% GST) along with their bid documents. The registration fee can be directly transferred to the bank account given below. If the bidder is already registered with NeML & renewed their membership of FY 2024-2025 not required to pay again.

NCDEX e Markets Ltd Bank Account Details				
Bank Name	Bank Account Name	Exchange Dues Account	IFSC Code	Branch Name
HDFC Bank	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort

- I. The interested bidders may also visit website www.neml.in or www.apscscl.in and for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers (022) 48810500 or Email: askus@neml.in.

iii. SIGNING OF TENDER:-

- A. The authorized signatory shall sign all the documents duly indicating in what capacity he/she is signing the documents, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be submitted along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be submitted along with a copy of the Memorandum and Articles of Association of the Company.
- B. The representative who signs the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a firm shall be responsible to

produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matter, pertaining to the Contract. If the representative fails to produce the said power of attorney his tender shall be summarily rejected without prejudice to any other right of the Corporation under the law.

C. The Power of Attorney should be signed by the Managing partner in case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person authorized by the Board in case of a Company. The Power of Attorney duly signed should be scanned & uploaded.

- iv. Price Bid has to be quoted at the requisite place in the NeML Portal.
- v. Tender which do not comply with these instructions shall be summarily rejected.
- vi. Tenders should be uploaded/ submitted/ send to apreg@nemi.in of NCDEX e Markets Limited (NeML) hard copy of the tender documents will not be accepted. However, the successful tenderer will have to submit the original hard copy of RFP duly signed on each page of RFP alongwith annexures/ appendices duly attested on or before the date & time stipulated by APSCSCL, failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of the contract through the letter of acceptance will be issued to the successful tenderer only after he fulfills this requirement.
- vii. The supporting documents shall be scanned and submitted by Tenderer clearly, neatly and accurately in readable format. Any alterations, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.
- viii. Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed will be rejected.
- ix. It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or withdraw any offer at any stage after submission of the tender.
- x. Any attempt by tenderer to change the format of any of the supporting documents of the RFP while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation.

7. EVALUATION OF APPLICATION FOR REGISTRATION:-

- i. The bids cannot be uploaded after the due date and time. However, APSCSCL has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website <https://nemi.in> as well as www.apscscl.in.
- ii. The NCDEX e Markets Limited (NeML) evaluates the technical bids based on the documents uploaded in the technical tender. The tenderers submitting valid

documentary evidences for all the eligibility criteria / conditions as mentioned in **Section 6 will only be considered for Technical qualification.**

- iii. After technical evaluation, financial bids are opened for the tenders, those who are qualified technically in technical evaluation. The technical tenders without prescribed EMD will summarily be rejected.
- iv. The registered tenderers shall not be intimated individually on being technically qualified and their participation in eTendering; however, the registered tenderers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-Tenders.

8. SCHEDULING OF TENDER & NEGOTIATIONS:-

- i. The bidders are to offer the lowest price in NeML portal which will be opened only for such bidders, who are technically qualified. The Corporation reserves the right to negotiate with the L1 bidder as per rules in vogue.
- ii. The bid submitted under e-bidding shall remain valid for 90 days from the financial Bid Opening Date (till 24.00 Hrs IST). The Bid validity can be further extended with mutual consent of APSCSCL and tenderers.
- iii. The decision of the APSCSCL regarding technical/commercial eligibility of the individual tenderer to be invited for e- Bidding.
- iv. Detailed e- tender schedule can be viewed and downloaded from www.apscsc.gov.in & <https://neml.in>.
- v. The bid submitted under e-bidding shall remain valid for 90 days from the Bid Opening Date (till 24.00 Hrs IST). The Bid validity can be further extended with mutual consent of APSCSCL and tenderers.
- vi. The services offered in e-Bidding cannot be withdrawn by the tenderers from NeML during the bid validity period.
- vii. The APSCSCL reserves right to postpone/cancel the e-bidding and intimation thereof by uploading circulars in NeML/ APSCSCL portal to the tenderers.
- viii. Any amendment/corrigendum to the e-bid invitation issued by the APSCSCL will be made online and shall be uploaded on the NeML/ APSCSCL.
- ix. The participation by the tenderer in e- bidding shall be construed as his/her acceptance for all the Terms and Conditions as outlined in the e- bidding including NeML Terms and Conditions , Special Terms and Conditions (STC) and Additional Terms and Conditions (ATC). However, the APSCSCL shall have right to decide

the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the tender document.

- x. The APSCSCL reserves the right to accept/reject any bid including the lowest bid received through e-bid.
- xi. The participating bidders shall not disclose details of their bids or other details of their e- bids to other bidders or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002
- xii. The APSCSCL/NeML will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- xiii. Against e-Bid conducted on NeML, if a bidder quotes Nil Charges/consideration, the bid shall be treated as non – responsive and will not be considered.
- xiv. The auction platform will not allow the bidder to modify their bid once submitted to increase. If such modified bids are submitted, they will be rejected, and the earlier valid bid will prevail. The bids submitted after the closing time of e-bidding will be rejected by the system.
- xv. As per the instructions of GoI vide reference cited, a State Level Committee (SLC) had been constituted and SLC had finalized the Schedule of Rates (SoR), under five slabs. The approved Schedule of Rates (SoR) for each slab are as follows:

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

- xvi. There will be five slabs in each district. i.e 0 to 8kms, from 8 upto 20 kms, from 20 upto 40kms, from 40 upto 80kms and above 80kms. The Schedule of Rate (SoR) provided in the first slab will be flat rate i.e fixed price per MT irrespective of distance involved and the SoR for other slabs will be rate per KM per MT.

xvii. The bidder should submit Price Bid in terms of % of Above or Below of SoR which remains same for all the slabs. Tenderers shall quote the A/B SoR for providing Transportation inclusive of all duties and other statutory levies payable by them).

xviii. **Illustration:**

- i) Price Bid has to be quoted at the requisite place in the NeML Portal.
- ii) The tenderer shall quote one uniform percentage of rate with respect to the schedule of rates. The same percentage is applicable to all the five slabs.
- iii) No separate rates shall be quoted for each slab.
- iv) The bidders/ tenders shall quote the rates on the NeML portal in the below prescribed manner only:

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

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

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

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

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

a. If a truck transports MTs 20. 000 to a distance of 5 Kms, the transportation charges will be :

SoR Charges = $20 \times 190 = \text{Rs. } 3,800/-$

Total Transport Charges = Rs. 3,800/-

b. If a truck transports MTs 20.000 to a distance of 18 kms, the transportation charges will be :

SoR Charges = $20 \times (190 + (18 - 8) \times 7) = 20 \times (190 + 70) = \text{Rs. } 5,200/-$

Total Transport Charges = Rs.5,200/-

- c. If a truck transports MTs 20.000 to a distance of 35 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20*(190+(20-8)*7+ (35-20)*6.50) \\ &= 20*(190+84+97.50) = \text{Rs. 7,430/-} \end{aligned}$$

Total Transport Charges = Rs. 7,430/-

- d. If a truck transports MTs 20.000 to a distance of 65 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20*(190+ (20-8)*7+ (40-20)*6.50+(65-40)*6.00) \\ &= 20*(190+84+130+150) = \text{Rs. 11,080/-} \end{aligned}$$

Total Transport Charges = Rs. 11,080/-

- e. If a truck transports MTs 20.000 to a distance of 95 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20*(190+ (20-8)*7+ (40-20)*6.50+(80-40)*6.00+(95-80)*5.50) \\ &= 20*(190+84+130+240+82.50) = \text{Rs. 14,530/-} \end{aligned}$$

Total Transport Charges = Rs. 14,530/-

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

Sl.No	Slabs	SoR per MT	Rate quoted by the bidder	BSoR	Applicable Rates under all five slabs
1	0-8kms(flat rate)	190/-	60%	40%	114/-
2	8-20kms	7.00 /km	60%	40%	4.20 /km
3	20-40kms	6.50/km	60%	40%	3.90/km
4	40-80kms	6.00/km	60%	40%	3.60/km
5	80km and above	5.50/km	60%	40%	3.30/km

- a. If a truck transports MTs 20. 000 to a distance of 5 Kms, the transportation charges will be :

$$\begin{aligned} \text{SoR Charges} &= 20*190 = \text{Rs. 3,800/-} \\ \text{Below SoR Charges} &= 3800*40\% = \text{Rs.1,520/-} \\ \text{Total Transport Charges} &= 3,800 - 1,520= \text{Rs.2,280/-} \end{aligned}$$

- b. If a truck transports MTs 20.000 to a distance of 18 kms, the transportation charges will be :

$$\begin{aligned} \text{SoR Charges} &= 20*(190+(18-8)*7) = 20*(190+70) = \text{Rs.5,200/-} \\ \text{Below SoR Charges} &= 5,200*40\% = \text{Rs. 2,080/-} \\ \text{Total Transport Charges} &= 5,200 - 2,080= \text{Rs.3,120/-} \end{aligned}$$

- c. If a truck transports MTs 20.000 to a distance of 35 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20*(190+(20-8)*7+ (35-20)*6.50) \\ &= 20*(190+84+97.50) = \text{Rs. 7,430/-} \end{aligned}$$

Below SoR Charges = $7,430 \times 40\% = \text{Rs. } 2,972/-$

Total Transport Charges = $7,430 - 2,972 = \text{Rs. } 4,458/-$

- d. If a truck transports MTs 20.000 to a distance of 65 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (65-40) \times 6.00) \\ &= 20 \times (190 + 84 + 130 + 150) = \text{Rs. } 11,080/- \end{aligned}$$

Below SoR Charges = $11,080 \times 40\% = \text{Rs. } 4,432/-$

Total Transport Charges = $11,080 - 4,432 = \text{Rs. } 6,648/-$

- e. If a truck transports MTs 20.000 to a distance of 95 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (80-40) \times 6.00 + (95-80) \times 5.50) \\ &= 20 \times (190 + 84 + 130 + 240 + 82.50) = \text{Rs. } 14,530/- \end{aligned}$$

Below SoR Charges = $14,530 \times 40\% = \text{Rs. } 5,812/-$

Total Transport Charges = $14,530 - 5,812 = \text{Rs. } 8,718/-$

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

Sl.No	Slabs	SoR per MT	Rate quoted by the bidder	ASOR	Applicable Rates under all five slabs
1	0-8kms(flat rate)	190/-	120%	20%	228/-
2	8-20kms	7.00 /km	120%	20%	8.40 /km
3	20-40kms	6.50/km	120%	20%	7.80/km
4	40-80kms	6.00/km	120%	20%	7.20/km
5	80km and above	5.50/km	120%	20%	6.60/km

- a. If a truck transports MTs 20.000 to a distance of 5 Kms, the transportation charges will be :

$$\text{SoR Charges} = 20 \times 190 = \text{Rs. } 3,800/-$$

$$\text{Above SoR Charges} = 3800 \times 20\% = \text{Rs. } 760/-$$

$$\text{Total Transport Charges} = 3,800 + 760 = \text{Rs. } 4,560/-$$

- b. If a truck transports MTs 20.000 to a distance of 18 kms, the transportation charges will be :

$$\text{SoR Charges} = 20 \times (190 + (18-8) \times 7) = 20 \times (190 + 70) = \text{Rs. } 5,200/-$$

$$\text{Above SoR Charges} = 5,200 \times 20\% = \text{Rs. } 1,040/-$$

$$\text{Total Transport Charges} = 5,200 + 1,040 = \text{Rs. } 6,240/-$$

- c. If a truck transports MTs 20.000 to a distance of 35 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20 \times (190 + (20-8) \times 7 + (35-20) \times 6.50) \\ &= 20 \times (190 + 84 + 97.50) = \text{Rs. } 7,430/- \end{aligned}$$

Above SoR Charges = $7,430 \times 20\%$ = Rs. 1,486/-
Total Transport Charges = $7,430 + 1,486$ = Rs.8,916/-

- d. If a truck transports MTs 20.000 to a distance of 65 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (65-40) \times 6.00) \\ &= 20 \times (190 + 84 + 130 + 150) = \text{Rs. } 11,080/- \end{aligned}$$

Above SoR Charges = $11,080 \times 20\%$ = Rs. 2,216/-
Total Transport Charges = $11,080 + 2,216$ = Rs.13,296/-

- e. If a truck transports MTs 20.000 to a distance of 95 kms, the transportation charges will be

$$\begin{aligned} \text{SoR Charges} &= 20 \times (190 + (20-8) \times 7 + (40-20) \times 6.50 + (80-40) \times 6.00 + (95-80) \times 5.50) \\ &= 20 \times (190 + 84 + 130 + 240 + 82.50) = \text{Rs. } 14,530/- \end{aligned}$$

Above SoR Charges = $14,530 \times 20\%$ = Rs. 2,906/-
Total Transport Charges = $14,530 + 2,906$ = Rs.17,436/-

- xix. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer **and Corporation will not consider any request of enhancement in this regard.**
- xx. The successful Tenderer will be intimated the acceptance of his/her tender by a letter /email. The Corporation reserves the right to reject any or all the tenders without assigning any reasons.
- xxi. Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Tenders for a period of two years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xxii. 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 NeML Platform. In case if e-Tender cannot be held on scheduled date due to Server problems, the same will be rescheduled and will be held on alternative day, the details of such date/bidder will be notified in the website of APSCSCL and NeML.
- 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.
- xxiv. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD/Security Deposit.
- xxv. If the information given by the Tenderer in the Tender Document and its

Annexures & Appendices is found to be false/incorrect at any stage, The Corporation shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

- xxvi. The registered Bidders need to deposit 2.5% Plus NeML Transaction Charges 0.25% plus GST of the value of tender Mentioned in Annexure - 7 as EMD (margin money) with the NCDEX e Markets Ltd into the provided Virtual Account to participate in the e Tender as given below:
- xxvii. For the E-Reverse Auction by way of:
 - RTGS/NEFT Transfer
- xxviii. The bidders shall be allowed for bidding only if the requisite EMD amount is transferred.
- xxix. The bidders shall place their bids online on NeML platform <https://trade.neml.in> the online bidding system made available by NeML
- xxx. The final results of the e- Tender as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the e-Tender or after the conclusion of an e-Tender shall not be accepted. Failure to accept award of supply contract by the successful Bidder shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e- Tendering for a period of two years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xxxi. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e - Tendering and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e- Bidding and is advised not to reveal it to anyone else so as to prevent misuse of the same. It is further suggested that Bidders are requested to change the password frequently to protect from misuse.
- xxxii. The Invitation of Bids, the terms and conditions of the e- Bidding, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder (here in after called the Contractor) along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the Contractor.
- xxxiii. The Corporation reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter /email by APSCSCL.

- xxxiv. 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.
- xxxv. The Corporation shall not be under any obligation to entertain claims related to future obligation arising on Contractor related to Input Tax Credit (ITC) mismatch in GST return or wrongful availment of ITC by Contractor, if the same is not intimated within a period of 90 days from the date of issue of invoice. The Corporation reserves the right to claim from the 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.

9. EARNEST MONEY DEPOSIT:-

- i. Each tenderer need to deposit EMD 2.5 % on the Contract value prescribed in the Annexure- 7 (B) & NeML transaction charges + GST to their virtual account provided by NeML along with technical bid.
- ii. The EMD shall be transferred through Net Banking/NEFT/RTGS. The details shall be entered while submitting the technical tender.
- iii. The EMD shall be forfeited if the tenderer withdraws/impairs/derogates form the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its bid is false, misleading or forged; or fails to furnish requisite performance security within stipulated time required as per e-bid conditions.
- iv. The Earnest Money Deposit remitted will not carry any interest.
- v. The 2.50% of EMD amount of the successful bidders will be adjusted towards 10% of Security Deposit.
- vi. The Earnest Money will be returned to all unsuccessful Tenderers with in a period of 30 days from the date of issue of the acceptance letter and to a successful tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However in case, the tender is disqualified during technical evaluation, the Earnest Money will be refunded within 15 days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.
- vii. The Tenderer shall be permitted to bid on the express condition that in the case he resiles, or modifies his offer, or terms & condition thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and law, and the 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 Enquiry with APSCSCL for a period of two Years.

- viii. Micro & Small and Medium enterprises (MSMEs) will be exempted from payment of Earnest Money Deposit (EMD). However the bidders has to pay applicable NeML Transaction Charges along with Technical Documents. The NeML Transaction Charges will be charged for only to the successful bidders once the contract awarded by APSCSCL .
- ix. The Startups are exempted from the payment of Earnest Money Deposit (EMD) on submission of proof of their being registered with the agencies prescribed by Govt. of India.

10. SECURITY DEPOSIT:-

- i) The successful Tenderer shall furnish, within 15 working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract.
- ii) A sum equivalent to 10% of value of the Contract (arrived on 24 months contract period) shall be paid as Security Deposit (after duly adjusting the 2.5% EMD amount towards Security Deposit) through NEFT/RTGS/Other Electronic Mode transfer in the bank account of the Corporation.

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

- iii) If applicable, an additional sum equivalent to 10% of the value of the contract arrived for the period of 24 months, in terms of an undertaking provided by the tenderer for relaxation of experience conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Public Sector Banks or Reputed Private Sector Banks acceptable to APSCSCL which shall be enforceable till six months after the expiry of the contract period. The contract value shall be the product of the requirement mentioned in the annexure-7 and no of months (contract period).
- iv) In case of failure of tenderer to deposit the Security Amount or the Bank Guarantee as stipulated within 15 working days of acceptance of his tender, further extension of 7 working days can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another 7 working days with the levy of penalty @ 2% on the whole amount of the Security Deposit. If the

security deposit/Bank Guarantee is not furnished within the period of 15 Working days/ extended period, the EMD will be forfeited besides blacklisting the tenderer for a period of Two years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of APSCSCL provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

- v) In the event of the Tenderer failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period his contract shall be summarily terminated besides forfeiture of Earnest Money and the corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of two years. After the completion of prescribed period of two years, the party may be allowed to participate in the future tenders of APSCSCL provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the contractor/party.
- vi) The Security Deposit/Bank Guarantee (as per clause 4 ii & iii) furnished by the tenderer will be subject to the terms and conditions mentioned in the RFP and the Corporation will not be liable for payment of any interest on the Security deposit.
- vii) The Security Deposit will be refunded and Bank Guarantee (as per clause 4 ii & iii) will be returned to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a 'No due certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Contractor.
- viii) The Successful L I MSME Bidder has to remit, a sum equivalent to 10% of value of the Contract (arrived on contract period) as Security Deposit through NEFT/RTGS/Other Electronic Mode transfer in the bank account of the Corporation.

11. DECLARATION OF NEAR RELATIVE:-

If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the CORPORATION, or alternatively, if any relative of an officer of the CORPORATION has financial interest / stake in the BIDDER'S firm, the same

shall be disclosed by the BIDDER at the time of filling of tender.

The term “relative” for this purpose would be as defined in Section 6 of the Companies Act 1956.

12. **The provisions of Public Procurement** (Preference to Make in India), order 2017 (dated 15.06.2017) read with subsequent amendments from time to time including amendments dated 04.06.2020 and 16.09.2020 and the provisions of Rule 144(xi) of the General Financial Rules (GFRs) 2017, as amended from time to time, shall be read as a part of the present tender to the extent applicable thereto. The said Order/Rule contains detailed provisions relating to policy of Govt of India to encourage „Make in India” and promote manufacturing and production of goods and services in India with a view to enhancing income and employment in India. The said policy provides for giving purchase preference to the local suppliers in the procurements by the Govt subject to certain terms and conditions as laid down therein.

13. **TERMS FOR MICRO, SMALL & MEDIUM ENTERPRISES:-**

- i) Tender document cost will not be charged from Micro, Small & Medium enterprises (MSMEs).
- ii) Micro, Small & Medium enterprises (MSMEs) will be exempted from payment of Earnest Money Deposit (EMD).
- iii) The Purchase preference as stipulated in MSME policy notification of GoI dated 23.03.2012 and any other notification issued thereafter shall be provided.
- iv) MSMEs must indicate their registration number and date of their MSME registration, which should be valid as on last date of submission of tender. MSMEs seeking exemption and benefits should upload an attested/self-certified copy of valid registration certificate i.e. Udyam Registration Certificate, giving details such as stores / services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs.
- v) In case the MSE does not fulfill the criteria at Sr. No. IV above, such offers will not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012 and any other notification issued thereafter. Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/forged/tampered/altered/manipulated during verification, the Tenderer will be liable for any loss suffered by the corporation and he/ they himself/themselves would disqualify for future participation in the tenders of

APSCSCL works for the next Two years.

- vi) If after award of contract, MSME resiles to accept the offer then Corporation reserves the right to debar the party for two years alongwith taking other actions allowed under different clauses and it may also take-up with MSME Authorities for cancellation of their License.

14. PERIOD OF CONTRACT:-

The Contract shall remain in force for a period of two years from the date of the acceptance letter or till the quantities of food grains, pulses or any other commodity entrusted by Government from time to time allotted and entrusted to the Contractor during the above period for transport are completely transported or such later date as may be decided by the VC & Managing Director, APSCSCL. The contract can be extended by the V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited at the sole discretion on the same rates, terms and conditions for a further period not beyond six months keeping in view of public interest. The action of the V.C. & Managing Director in extending the contract shall be final and binding on the contractor and shall not be questioned.

15. LETTER OF ACCEPTANCE (LOA):-

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

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

- i. The successful Tenderers will be informed by acceptance of the tender which will be communicated by mail.
- ii. The successful tenderers are required to enter into an agreement on Rs. 500/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL and the prescribed Security deposit and Bank Guarantee if any.
- iii. The Corporation does not guarantee the minimum quantity, of work which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the APSCSCL and the qualified bidder is bound to transport as per the movement order of the District Managers concerned.

- iv. The Contractor shall be responsible to engage adequate number of transport vehicles for completion of the lifting evenly from the date of the movement order and to complete the entire movement within the stipulated time. If the contractor fails to lift the stocks in any day as per the movement instructions, the VC & MD / Concerned District Manager, APSCSCL, at his/her discretion and without terminating the agreement, will be at liberty to make alternate arrangements and to get the work done at the risk and cost of the contractor, who shall be liable to make good to the Corporation all such additional charges, expenditures, costs, etc., that the Corporation may incur or suffer thereby. The alternate arrangements means Departmental movement by way of engaging lorries through Lorry Owner's Association or private parties and/or also appointment of ad-hoc contractor at the risk and cost of the contractor for movement of the stocks. The contractor shall however not be entitled to any gain to the Corporation in view of the alternate arrangements. The decision of the VC & MD, APSCSCL, in this matter is final and binding on the contractor.
- v. In the event of default on the part of the contractor in performing his work under the agreement efficiently and to the entire satisfaction of the Corporation, the Corporation shall without prejudice and in addition to other available rights and remedies under the agreement have the right to recover from the contractor by way of penalty of **Rs.25/- (Rupees Twenty Five only) per MT per day** on the unlifted quantity for the delayed period without giving any notice. The decision of the Corporation on the question whether the contractor committed the default and on the quantum of penalty shall be final and binding on the contractor.
- vi. In the event of repetition of same default in transportation of ECs, the agreement is liable for cancellation and termination apart from recovery of expenditure incurred by APSCSCL in making alternate arrangements under stage I transportation from the Security Deposit and pending bills with the Corporation apart from blacklisting of Transport Contractor and his/her/their authorized representatives. The action of the Corporation in this regard is final and binding on the Transport Contractor and it cannot be called into question.
- vii. The imposition of penalties as per the Clause is the sole discretion of the Concerned VC & Managing Director in case of failure of the contractor in adhering to the movement instructions and shall not be questioned.
- viii. Whenever a contractor fails to move the stocks in time to the satisfaction of the VC & Managing Director, the VC & MD is empowered to depute staff to augment the movement in time in this regard. The entire expenditure towards DA, TA of the staff so deputed, telephone bills, etc., shall be recovered from the contractor.
- ix. The contractor shall transport Food grains from Buffer Godowns to the MLS Points as per the movement orders issued by the Concerned District Manager from time to time. In case of any deviation to the movement instructions issued by the Concerned District Manager, transport charges will be paid and restricted strictly as per movement instructions issued by the Concerned District Manager and the Concerned District Manager is at liberty to re-transport the stocks to other points as per movement orders at the risk and cost of the transport contractor.

- x. In case of disruption of roads due to floods, cyclone, collapse of bridge, etc., the Contractor shall obtain prior permission of Concerned VC & Managing Director for transportation via diverted route duly giving reasons specifically.

17. TERMINATION OF CONTRACT:

- i. The contractor has solemnly stated that he nor any of his partners/representatives have, at any point of time, been black-listed by the Corporation or by any other Government Agency or involved in diversion of stocks or involved in any case under E.C Act or convicted by Court of Law in a criminal case. In the event of the statement proves to be wrong at any point of time, without prejudice to other rights and remedies, the Corporation is at liberty to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractor and/or forfeit the Security Deposit or any part thereof and also claim from the Bankers who give the bank guarantee for the sum or sums due that may be suffered or incurred by the Corporation due to the termination of the contract in view of the false declaration given by the contractor which comes to light at any point of time. The decision of the VC & MD, APSCSCL, is final and binding on the Contractor.
- ii. In the event of the contractor being adjudged insolvent or going into liquidation or winding up his business or making arrangements with their creditors or failing to observe any of the provisions of this contract or is convicted or punished under the provisions of the Essential Commodities Act or State/Central orders issued under the said Act or any other Acts or any of the terms and conditions governing the contract, the VC & MD, AP State Civil Supplies Corporation Limited shall be at liberty to terminate the contract forthwith, without prejudice to any other rights or remedies, and to get the work done for the un-expired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant loss sustained or costs incurred.
- iii. It shall be open to the Corporation to suspend the transport contract before ordering termination of the transport contract under this sub-clause. During the period of suspension, the Corporation is at liberty to make alternate arrangements at the risk and cost of the contractor.
- iv. The contractor or his representative is responsible for the quantity and quality of the stocks as taken delivery by him for transportation to the destinations as per the movement instructions issued by the Concerned District Manager. The Corporation shall have absolute right to suspend the contract at any time during the currency of the agreement, without any notice or without assigning any reasons, if the contractor or his representative is involved in a case under Essential Commodities Act or any other Acts or convicted by Court of Law in a Criminal case. The contractor is responsible for any acts of his representatives, agents, employees, including truck owner, driver/cleaner of the truck in which stocks are loaded for transportation.
- v. Since the transport contractor or his representatives are responsible for the quantity and quality of the stocks while in his custody, the contractor shall ensure delivery of stocks at destination as specified by the Concerned District Manager. In the event of failure or diversion of trucks with stocks or even misappropriation of stocks, the VC &

MD shall have absolute right to terminate the contract without any notice and forfeit the Security Deposit and invoke the Bank guarantee and withhold the pending bills. The action of VC & MD in this regard is final.

- vi. The Corporation shall have the right without prejudice to other rights and remedies in the event of breach of the contract or any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the Security Deposit or any part thereof and also claim from the Bankers who gives the Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.
- vii. The VC & MD, AP State Civil Supplies Corporation Limited, shall also have the right to claim from contractors or to forfeit the Security Deposit and invoke Bank Guarantee if any to recover any dues from the contractor.
- viii. In case the Stage I Transport Contract is terminated due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said contractor with the Corporation, if any, will also be terminated and all payments to the contractor including securities under all Agreements will be forfeited.
- ix. The contractors shall be responsible to supply adequate and sufficient trucks and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the authorized representative of the corporation. If the contractors fails to supply the requisite number of trucks the Corporation shall at its entire discretion, without terminating the contract be at liberty to engage other labour/trucks etc., at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Corporation shall be final and binding on the contractors.
- xi. The Corporation reserves the right to forthwith cancel any supplies under this contract if the tender/bidder is blacklisted by the GST authorities.
- xii. The VC & Managing Director, APSCSCL reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Thirty Days Notice in writing to the Contractor at the notified address and the Contractor shall not be entitled to any compensation by reason of such termination. The action of the VC & Managing Director, APSCSCL under this clause shall be final, conclusive and binding on the Contractor.

18. CORRUPT PRACTICES:-

Any bribe, commission, or advantage offered or promised by or on behalf of

the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection.

19. MAINTENANCE AND FURNISHING OF INFORMATION:-

- i. The contractor shall furnish to the Concerned District Manager details of movement of stocks from the sources without fail, with a copy to VC & Managing Director.
- ii. The contractor shall not only maintain complete accounts but also furnish returns as and when requested by the Corporation in the proforma prescribed by the Corporation.
- iii. The contractor shall produce his books and records for inspection and scrutiny by the VC & MD, APSCSCL, or Concerned District Manager or any Officer of the Corporation.

20. SAFETY OF GOODS:-

- (i) The Transport Contractor shall be responsible for the safety of the food grains, pulses, or any other commodity entrusted by Government from time to time under various schemes of Govt. of India / Govt. of A.P. while in his custody and take all possible measures like covering the stocks after loading with his own tarpaulins, tying with ropes, covering the decks of Trucks with tarpaulins to cover holes and crevices. Failing to cover the stocks and decks of trucks, a penalty of Rs.1,000/- will be levied per each truck, in addition to recovery of damages and losses. The Transport Contractor shall be responsible for both the quantity and quality of the food grains, pulses, or any other commodity, as taken delivery by him, till they are finally delivered at the destination as per the movement orders issued by the District Manager. The Transport Contractor shall be responsible for all the losses arising in the transportation. The value of such losses shall be recovered from the Transport contractor at the economic cost of food grains, pulses or any other commodity fixed by the Corporation at the time of such loss. The value of such loss shall be recovered from the Transport Contractor at single cost prevailing at the time of loss for the losses upto 0.25% of the total quantity of the stocks in each delivery order entrusted to the Transport contractor and at double the cost for the losses exceeding 0.25%.
- (ii) Any tampering with the quality of food grains, pulses or any other commodity as taken delivery by the Transport Contractor during transit, the Corporation shall have absolute right to terminate the contract forthwith and forfeiture of the Security Deposit and Bank Guarantee if any. The value of such

loss shall be recovered from the Transport Contractor at double the economic cost.

- (iii) As the Transport Contractor is responsible for safety of food grains, pulses or any other commodity while in his custody he must take all possible measures like noting down of Engine Number, Chassis Number, Driving License No., Phone No. and the Photograph of the Driver of the Truck engaged by him before the dispatch of the stock from the godowns in order to avoid any missing of Trucks with stocks, hijacking, etc. In the event of missing of truck, it is the responsibility of the Transport Contractor to file an FIR with respective Police Station for investigation and inform the District Manager and the Head Office within 48 hours. It is the responsibility of the Transport contractor to make good the loss to the Corporation. This loss shall be recoverable from the Transport contractor at double the economic cost of the stocks lost in the missing truck. The Transport contractor shall be liable to pay interest against the value of stocks from the date of missing of the Truck till the loss is made good to the Corporation.

21. HOLDING OR RETENTION OF STOCKS PROHIBITED:-

- (i) The Transport Contractor is not entitled to retain in his custody the stocks of the Corporation for any reason whatsoever and if he does so, he is liable to pay the cost as for the stocks retained by him in addition to other rights and remedies available to the Corporation. The retention of the stocks by Transport contractor is un-lawful and liable for prosecution.
- (ii) If the truck carrying food grains etc. does not reach the destination within reasonable time due to break down or any other reason, the Transport Contractor should inform the District Manager and nearest MLS Point In charge immediately. Under any circumstances trucks should not travel beyond the destination point. Any deviation in the said instructions will be treated as diversion of stocks illegally and cost of stocks will be recovered at double the economic cost apart from other penal actions for illegal diversion of stocks as per the terms of this Agreement.
- (iii) In the event of trucks loaded with Rice at Buffer Godowns/ FCI Points for delivery by the Stage I Transport Contractor did not reach the designated MLS Points within the reasonable time, the Transport Contractor is not entitled to any transportation charges. In such cases, the Corporation is empowered to levy and withhold the same as penalty.
- (iv) In case of late hours movement when the designated MLS Points may be closed then the Transport Contractor should make arrangements to park the vehicles at some identified Government locations like RDO or MRO Office on

that Route so that unauthorized halting of vehicles at Driver's house etc. is avoided.

(v) If the trucks carrying food grains reaches the designated MLS Points with a delay of one day or more and no information is furnished by the Transport Contractor about the halting or delay it will be treated as diversion of stocks illegally and cost of stocks will be recovered at double the economic cost apart from other penal actions. In other words the eternal vigilance over movement is the primary responsibility of the Transport Contractor till the stocks reach the designated MLS Points.

(vi) In case of diversion of trucks by the Transport contractor, the Corporation is empowered to file FIR under relevant sections of IPC and Cr. P.C against the transport contractor by name as Accused No.1, his authorised business representative also be included by name as Accused No. 2 in addition to the Lorry Driver & Cleaner as accused No.3 & 4 respectively.

22. RECOVERY OF DUES:-

The Corporation shall have the right to appropriate and set off any sum of money including the Security Deposit and Bank guarantee if any and any amount payable to the contractor under this agreement or any other agreement with the Corporation against any claim by the Corporation against the contractor under any agreement. Should the above sums be not sufficient to cover the full amount of the claims, the contractor shall pay the Corporation on demand the balance amount due. Otherwise the Corporation is at liberty to recover the amount due under R.R. Act and other legal provisions

23. DAMAGE TO THIRD PARTY:

The contractor shall be solely responsible to any third party for any damage or injury caused due to the misfeasance, nonfeasance or malfeasance of the contractor.

24. FORGERY OF SIGNATURES:

The Transport Contractor or his/her/their representative should acknowledge the receipt of stocks from FCI delivery point / trading point/Buffer Storage Depots and the same should tally with the specimen signatures furnished to the DCSMs by the Transport contractor. If it is found that the signature is forged or signed by some other person as of the Transport contractor / representative, the agreement is liable for cancellation apart from recovery of damages from the Security Deposit and Bank Guarantee if any.

25. PAYMENT OF BILLS:

(i) The Transport Contractor shall transport food grains, pulses, or any other commodities entrusted by Government from time to time under various schemes of Govt. of India / Govt. of A.P. from various places within the District to

various destinations as per the movement orders issued by the District Manager from time to time. In case of any deviation in movement of food-grains, pulses or any other commodity, from the movement instructions issued by District Manager, transport charges will be paid and restricted strictly as per movement instructions issued by District Manager only. District Manager is having right to re-transport stocks to the MLS Points as per movement orders at the risk and cost of the transport contractor.

- (ii) The District Manager will make payments due to the Transport contractor under this agreement on submission of bills by the Transport Contractor supported by proper consignee receipts in originals (acknowledgements from the authorized representatives of the Corporation at the receiving ends).
- (iii) Claims should be preferred Release Order-wise with proper consignee receipts in full shape, failing which claim will be rejected. Transport Contractor is personally held responsible for any delay in settlement of such bills Corporation will not make any compensation or interest on such bills.
- (iv) The transport charges will be calculated and paid on the shortest distances as Certified by the Corporation. Where two or more routes are available for the same destination the shortest route only will be approved for payment of transport charges. The decision of the Corporation shall be final and binding as to Certification of distances and approval of shortest route. The distances will be calculated from the starting godown, etc., to the destination godown etc.
- (v) In case of disruption of roads, collapse of bridge, etc., the Transport contractor shall obtain prior permission of the V.C. & Managing Director/ District Manager concerned for transportation via diverted route i.e. the next available shortest route. The certificate to that effect has to be obtained from Executive Engineer, R & B of the Region concerned immediately and furnished to the District Manger. The diverted route shall be followed only from the date of closure till the date of opening of the bridge or route for traffic.
- (vi) The approved distances as on the date of agreement holds good for the entire period of agreement, unless and otherwise ordered by the V.C. & Managing Director in specific cases and also based on the agreement terms and conditions only.
- (vii) The circular instructions issued vide Circular No. Eng14(18)92 Genl., dtd. 20.09.1995 holds good in respect of matters concerned to distances. In this regard the decision of V.C. & Managing Director is final and binding on the Transport contractors.
- (viii) Applicable taxes will be deducted from the payments to the Transport

contractors as per rules in force.

- (ix) The Corporation will not make any payment of interest on outstanding bills at any time.
- (x) The payment will be made only for net weight of Food-grains, Pulses, etc., transported. No payment will be made for weight of bags, packing, covers etc.
- (xi) The Transport Contractor shall claim his/her/their bills every month regularly on Release Order wise only along with the consignee receipts. The transport bills should be preferred within 15 days from the date of completion of movement, failing which the bills are treated as time barred.
- (xii) while passing the monthly stage I transportation bills to the respective stage I contractors, the report of the Command Control Cell, Head Office, APSCSCL shall be considered for arriving at the total number of vehicles arranged for stage I transportation which are fitted with functional GPS devices.

26. RESPONSIBILITIES UNDER VARIOUS ACTS:

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

27. COMPLIANCE WITH DIRECTIONS:

The contractor shall comply with the directions issued from time-to-time by the Vice Chairman & Managing Director of the Corporation or the Concerned District Manager, regarding the work of the contract under this Agreement.

28. CLAIMS :

The Transport Contractor shall prefer claims, if any, in writing within three months from the date of termination or completion of the agreement, failing which such claims shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such claims.

29. FILING OF F.I.R. IN CASE OF DIVERSION OF TRUCKS:

In case of diversion of trucks by the contractor without the permission of the concerned Dist. Manager / Asst. Manager, the Corporation is empowered to file F.I.R. under relevant sections of I.P.C and Cr.P.C against the transport contractor by name as Accused No.1, his authorized district representative also be included by name as Accused No.2, in addition to the lorry driver and cleaner.

30. INFRASTRUCTURE:

One of the explicit pre-requisite for the tenderers is to have both physical infrastructure in terms of vehicles, maintenance, assured supply of fuel & lubricants etc to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any obligation advance from the Corporation for this purpose. The tenderers must also have the cell phone, Internet connectivity and furnish the lifting particulars by phone followed by E-mail / SMS daily.

31. OBSERVANCE OF LAW:

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

32. OTHER TERMS & CONDITIONS:-

- (i) Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor may also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and

his acts shall be binding on the Contractor.

(ii) The Contractor shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract.

(iii) **SUBLETTING:**

The contractor shall not sub-contract or transfer the whole or part of functions under this agreement or assign any of the benefits under this agreement to any other person, firm or company. Whenever it comes to the notice of the Corporation that the transport contractor who entered into agreement is only a 'Name lender' and doing the work on behalf of other persons, the agreement is liable for cancellation and termination apart from recovery of damages from the Security Deposit, Bank Guarantee if any and pending bills with the Corporation apart from blacklisting of Transport Contractor and his/her/their authorized representatives. The action of the Corporation in this regard is final and binding on the Transport Contractor and it cannot be called into question.

(iv) **RELATIONSHIP WITH THIRD PARTIES:** All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

(v) **LIABILITY FOR PERSONNEL:**

a) All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

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

(vi) The Corporation reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof and without giving

any notice. The action of the Corporation under this clause shall be final, conclusive and binding on the Contractor.

(vii) LIABILITY OF CONTRACTOR FOR LOSSES SUFFERED BY THE CORPORATION:

- a) The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and unworkmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the VC & Managing Director, APSCSCL regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.
- b) Without prejudice to the generality of the foregoing, it is a further condition of the Contract that in the event of failure/delay of the Contractor to provide the number of trucks per day as indented by the Corporation, the contractor will be entirely responsible for the damages/losses suffered by the Corporation due to the delay/failure.
- c) In the event of failure/delay on the part of Contractor to provide the requisite number of trucks as indented by the Corporation, the Corporation may arrange necessary arrangements from the market for transportation of food grains at the risk and cost of the Contractor.
- d) The Contractor shall provide sufficient number of tarpaulins for each truck to cover the bags of food grains etc. and take reasonable precautions to avoid wetting/damage/loss to food grains during the transport. In the event of deficiency in service by contractor in this regard, the Contractor shall be responsible for the losses suffered by the Corporation without prejudice to any other right or remedies under the contract and law.
- e) Without prejudice to the rights of the Corporation under Sub-clause (a) of this Clause, it is a further condition of the Contract that in respect of any shortage, wastage, loss or damages to the goods in transit, the Contractor is liable to pay to the Corporation Liquidated Damages at twice the Economic Cost, as applicable from time to time, for all food grain and other essential commodities.

(viii) RECOVERY OF LOSSES SUFFERED BY THE CORPORATION:

- a) The Corporation shall be at liberty to reimburse themselves for any damages,

losses, charges, costs or expenses suffered or incurred by them, or any amount payable by the Contractor as Liquidated Damages as provided above. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractors under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractors as aforesaid shall be deducted from the Security Deposit, furnished by the contractor as specified above. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

- b)** In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Corporation shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation.
- (ix)** Other terms and conditions as embodied in the agreement to be signed by the successful tenderer shall also be applicable. Circular instructions issued by VC & Managing Director / Joint Collector & EOED /Dist. Managers from time to time, marked to the Contractor shall also form part and parcel of the Agreement.
- (x)** In case of diversion of trucks by Transport contractor FIRST INFORMATION REPORT (FIR) will be filed against the Contractor by name as Accused No. 1, his authorized business representative by name as Accused No. 2. Lorry driver and cleaner by name as accused No.3 and 4 respectively strictly by following the VC & MD, APSCSCL Circular No. 14, dated 23.08.2005.
- (xi)** Corporation is having RPDS vehicles which shall be utilized for movement of food grains under this contract wherever necessary and the same cannot be called into question, as it is the first right of the Corporation to use its own vehicles first.
- (xii)** The Contractor shall produce a letter from the Regional Provident Fund Commissioner of Andhra Pradesh, sanctioning coverage of the establishment of the contractor under Employees Provident Fund Act, 1952. Even in case, where the number of employees is less than 20, he has to apply for and obtain voluntary coverage of his establishment and produce the coverage letter in evidence before taking up the work under the contract.

(xiii) The Contractor should display Govt. of India prescribed labels prominently on the wind shield as well as the rear end of the vehicles carrying the food grains under this agreement. A sample label as prescribed by the Govt. is furnished below.

On PDS Ration Duty

Date: _____

Government of Andhra Pradesh	
Dept. of Civil Supplies/APSCSCL	: _____ District
From _____	To _____
Commodity	:
Contractor's Name	:

(xiv) It should be displayed on a Board/Banner of about 3' x 2' size written/printed in black ink as far as possible in the local language. Trucks/Vehicles which do not possess banners containing the above information shall not be loaded at all. Any expenditure in this regard shall be borne by the Transport Contractor within the transport charges payable without making any extra claim on this account.

(xv) **FLEXES ON VEHICLES:**

- a. All the designated own/hired trucks meant for movement of food grains and essential commodities from buffer godown/FCI/MLS points to MLS points, etc shall be in a uniform for displaying flexes on vehicles as fixed by the Corporation. This will be unique and uniform for all districts.
- b. The vehicles without flexes, the same will not be allowed to transport the Essential commodities.
- c. If any vehicle found transporting Essential Commodities without flexes under Stage-I, action will be initiated against the transport contractor for violation against condition, the contract will be terminated besides forfeiture of the Security Deposit, Bank Guarantee if any, pending bills, if any, and the contractor will be BLACKLISTED.

(xvi) The Corporation has introduced Vehicle Tracking System in all Districts to

monitor the movement of Essential Commodities under Stage-I to avoid any diversion. The Contractors have to install the Functional GPS Devices for all the own and hired vehicles at their own cost for implementation of GPS Vehicle Tracking System.

- a. The Corporation has appointed the GPS contractor for installation of Functional GPS devices to the Stage-I food grains Transporting vehicles, the GPS devices rent will be deducted from the transport bills every month.
 - b. This stipulation shall be complied with fully as Govt. of India has clearly included tracking of vehicle as part of their Nine Point Action Plan and Five Point Policy for streamlining PDS. Tracking system shall be used to account for trip-wise calculation of transport charges payable along with other required documents and procedure to facilitate payment for movement recorded and reported as per any electronic system introduced by Corporation in furtherance of Govt. of India directives. The same has also been reiterated by Govt. of Andhra Pradesh.
 - c. In case the contractor fails to install the Functional GPS devices as instructed by the Corporation, the contractor is liable for penal action and termination of contract. If any vehicle (Own or Hired) found transporting Essential Commodities without installation of Functional GPS device under Stage-I, action will be initiated against the transport contractor for violation against condition, the contract will be terminated besides forfeiture of the Security Deposit, Bank Guarantee if any, pending bills, if any, and the contractor will be BLACKLISTED.
- (xvii)** As huge quantities of rice are to be transported during the contract period within a time bound schedule, the Transport Contractor should have both physical infrastructure in terms of vehicles, maintenance, assured supply of POL, Lubricants etc., to keep up the tempo of transportation as well as financial resources to be able to do so on his own without seeking any mobilization advance from the Corporation for this purpose.
- (xviii)** Transport Contractors should have Cell Phone, Internet connectivity so as to furnish the lifting particulars electronically by phone followed by email / SMS daily. Tracking the vehicle movement in transit from lifting point to destination points would need to be done electronically. Necessary standard hardware PC, modem phone etc. should be made available at his own cost while special software/hardware if any required will be provided by Corporation.
- (xix)** Incapacity or inability to maintain the required physical and financial resources on his own by the transport contractor would render his tender / contract stands rejected / cancelled as the case may be on noticing such instances if any.
- (xx)** Transport Contractor should comply with all or any other instructions issued by the Govt. of India and State Govt. from time to time in this regard.
- (xxi)** The Contents in various affidavits to be furnished may vary year to year. Hence, the Affidavits to be furnished by the tenderers shall be in the prescribed

form only as indicated in the Tender Schedule.

- (xxii) The Tenderer shall not make Phone calls or give undue pressures to any officer or official of the Corporation for any information. However, the tenderer is free to send mails to the mail ID pdsho.apscsc@ap.gov.in for any queries regarding tendering process.

33. **CANCELLATION:-**

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

34. **SEVERABILITY:-**

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

35. **INDEMNITY:-**

- (i) The bidder shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") or any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the bidder of any of its obligations under this RFP or any related document or on account of any defect or deficiency in the provision of services by the bidder or from any negligence of the bidder under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.
- (ii) Without limiting the generality Clause the bidder shall fully indemnify, hold harmless and defend the authority and the authority Indemnified

Persons from and against any and all loss and/or damages arising out of or with respect to:

- a) failure of the bidder to comply with Applicable Laws and Applicable Permits;
- b) payment of taxes, levies, fees and any other statutory dues required to be made by the bidder in respect of the income or other taxes of the bidder's contractors, Tenderers and representatives; or
- c) non-payment of amounts due as a result of materials or services furnished to the bidder or any of its contractors which are payable by the bidder or any of its contractors.

(iii) The RFP shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

36. SUCCESSORS AND ASSIGNS:-

The RFP and agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

37. WAIVER:-

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

38. AMENDMENT:-

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

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

39. ASSIGNMENT:-

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

40. 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.

41. FORCE MAJEURE:-

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

42. INTERPRETATION:-

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

43. 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.

44. 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.

45. ARBITRATION: Resolution of Disputes:

- i.** In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSC LTD.,
- ii.** In case, if disputes are not resolved, according to the Clause no.45 (i), then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii.** In case of any disputes still not resolved and which are relating to transportation of any Commodity including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in the place where Head Office of APSCSCL is located and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
- iv.** The Transport Contractor shall prefer a demand, if any, in writing to the V.C. & Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- v.** On receipt of a demand from the Transport contractor within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.
- vi.** The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

46. NCDEX e Markets Limited (NeML) Disclaimer:

- i.** NCDEX e Markets Limited (NeML) is involved only in price discovery of the transaction for the goods or services and not involved in Post tender/auction activities

such as ensuring timely deposit of transaction value by winning bidder(s), generation of DO (delivery order), sending winner intimation mail to bidders etc.

ii. NeML shall undertake Pre tender/auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by tender/auction initiator, etc.

iii. NeML shall collect Earnest Money Deposit (EMD) to protect the price discovery of the transaction so that only credential bidders will participate and the EMD includes Transaction charges plus GST of NeML. The EMD shall be transferred to tender/auction initiator, either buyer or seller, after deduction Transaction charges (TC) plus GST on and is not part of the total consideration as the buyer is directly making payment to the seller outside the portal/platform of NeML.

iv. In lieu of services provided for e-tender/auction, NeML will charge service charges @ 0.25% plus 18 % GST on Value. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside NeML platform.

v. The price discovered through NeML e-tender/auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer and seller to accept the price or directly negotiate with counterparty.

vi. It is understood between the parties that the actual transaction of purchase/sale takes place between the parties outside the electronic portal of NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction.

vii. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities for which the e tender/auction is conducted.

viii. Payments for the transaction is carried out between the buyer and seller outside the NeML electronic portal and EMD taken by NeML is to protect the price discovery of the transaction so that only genuine bidders shall participate. NeML shall not have any information on the quantum and schedule of payment as the same is done directly between buyer and seller without any recourse to NeML.

ix. The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.

x. Further NeML is acting only as a price discovery service provider for this e-tender/auction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequent to this e tender/auction.

xi. NeML will be providing e- tender/auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML. NeML shall not be responsible for any damages, losses liability etc arising out of this e- tender/auction. NeML will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

xii. Any bid placed using the bidder's user Id and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e tender/auction (s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e- tender/auction (s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.

xiii. NEML shall not be responsible for any failure of power, network, server, bandwidth problems, hosting server, internet connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Platform. In case the e- tender/auction is not concluded/completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with APSCSCL, reschedule the e- tender/auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.

47. JURISDICTION:

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

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section **1 to 47** of the above Tender document.

Signature of the applicant
Name:
Seal:

Sri. SAURABH GAUR, I.A.S.,
Commissioner of Civil Supplies
& EO Secretary to Govt of AP.

Date:
Place:

Ms Jacintha Lazarus, I.A.S.,
Executive Director (South),
FCI, ZO (S), Chennai.

Sri Dr.Manazir Jeelani Samoon, IAS.,
VC & Managing Director,
APSCSCL.

Sri. Vijay Kumar Yadav,
GM (AP), FCI, RO,
Vijayawada.

Sri S.ChinnaRamudu, I.A.S.,
District Collector (I/c),
East Godavari District

Sri D.K Balaji, I.A.S.,
District Collector,
Krishna District

Sri B. Bala Muni Sekhar,
Joint Secretary to Govt.,
Transport Dept.Vijayawada.

ANNEXURE-1

APPLICATION FOR ENROLMENT AS TRANSPORT CONTRACTOR

1. Name of the Applicant	
2. Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Address	
3. Residential Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Address	
4. PAN given by the IT Department (copy to be enclosed).	
5. a) If Partnership firm Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full Address c) Name & Address of Proprietor if Proprietor concern.	
6. Year of Establishment	
7. Details of EMD remitted	
8. Affidavit -I & II Affidavit duly notarized to the effect that the applicant or any of the partners or company was never black-listed or convicted by court of law.	

<p>9. Annual Turnover (for any three financial years of the past five years) copies should be enclosed duly certified by the Chartered Accountant:</p> <ol style="list-style-type: none"> 1. 2019-20 2. 2020-21 3. 2021-22 4. 2022-23 5. 2023-24 	
<p>10. Audited balance sheet and P&L account for any three financial years of the past five years</p> <ol style="list-style-type: none"> 1. 2019-20 2. 2020-21 3. 2021-22 4. 2022-23 5. 2023-24 	
<p>11. Details of Income Tax Returns copies should be enclosed for any three financial years of the past five years</p> <ol style="list-style-type: none"> 1. FY 2019-20 (AY 2020-21) 2. FY 2020-21 (AY 2021-22) 3. FY 2021-22 (AY 2022-23) 4. FY 2022-23 (AY 2023-24) 5. FY 2023-24 (AY 2024-25) 	
<p>12. Details of Vehicles. (@17Mts capacity as per District requirement) Statement should be enclosed.</p> <ol style="list-style-type: none"> 1) No of Own Vehicles 2) No of Hired Vehicles. 	
<p>13. Name of the Authorized signatory (a copy of the authorization to be enclosed)</p>	

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

Date:
Place:

Name & Signature of the Applicant

Address & Seal

ANNEXURE - 2

CHECK LIST FOR PARTICIPANTS

Sl. No	Details	Remarks
1	Name of Applicant	
	Participated District	
2	Constitution	
	a. Individual	
	b. Sole Proprietorship	
	c. Partnership Firm	
	d. Corporate - Pvt. Ltd.	
	e. Corporate - Public Ltd - Listed	
	f. Corporate - Public Ltd - Unlisted	
	g. Co-Operative Society	
	h. Govt Or Governmental Organisation	
	i. Others - Please Specify	
3	Date of Birth / Incorporation / Registration / Proposed	
	If Corporate/Partnership	
4	Signed copy of Tender Document	
5	EMD Details/ MSE Certificate	

6	<p>Annual Turn Over Certificate as per Annexure 10 as per clause 4(i): i. Tenderer should have total Turn Over of Rs.1,00,00,000/- (Rupees One Crore only) and above in any one of the immediate preceding five years as certified by the Chartered Accountant. Unless this clause/condition is satisfied, further evaluation of the bid will not take place.</p>	
7	<p>Experience Criteria as per clause 4(ii): ii. Tenderer should have experience in Rake Handling and / or Transportation duly obtained from the PSU / Govt. Dept. / Public Ltd. Company / Private Ltd, Company dealing in the field of Food grains/Food products in any of the immediate preceding five years and should have executed in the immediate preceding five years from the bid due date the work of the value as under (the experience of running contract should also be considered) and such experience certification should be done by ONLY State Head: a) At least 25% of the estimated value of the contract to be awarded, in one single contract. OR b) 50% of the estimated value of the contract to be awarded, in multiple contracts.</p>	
8	Audited Financial Statements:	
	a. Balance sheet	
	b. Profit & Loss A/c	
	c. Cash flow Statement	
9	Income Tax Returns Statements	
10	Affidavit I- Annexure 3	
11	Affidavit II- Annexure 4	
12	PAN No	
13	GST No	
14	Details of the all Chief Executives / Managing Partners / Chairman/ Individual/ Proprietor/ Partners (As per Form CP-2)	

	a. Name:	
	b. Address:	
	i. City	
	ii. PIN	
	iii. Tel No.	
	iv. Mob No.	
	v. Fax No.	
	vi. Email Add.	
	vii. Designation	
15	A. Name of Stock / Commodity exchange/s on which applicant is a Member. (As per Form CP-1)	
	Exchange Name1	
	Exchange Name2	
	Exchange Name3	
	<input type="checkbox"/> None (if none, please tick in checkbox)	
	B. Name of Stock/Commodity Exchange/s on which Any Director / Dominant Promoter / Partner is a Member. (As per Form CP-1)	
	Exchange Name1	
	Exchange Name2	
Exchange Name3		
<input type="checkbox"/> None (if none, please tick in checkbox)		
16	Authorized Signatory/ies Details:	
	a. Name:	
	b. Address:	
	i. City	

	ii. PIN	
	iii. Tel No.	
	iv. Mob No.	
	v. Fax No.	
	vi. Email Add.	
	vii. Designation	
17	Address of Registered Office:	
	i. City	
	ii. PIN	
	iii. Tel No.	
	iv. Mob No.	
	v. Fax No.	
	vi. Email Add.	
	vii. Contact Person's Name	
	viii. Designation	
18	Address for Communication:	
	i. City	
	ii. PIN	
	iii. Tel No.	
	iv. Mob No.	
	v. Fax No.	
	vi. Email Add.	
vii. Contact Person's Name		

	viii. Designation	
19	Name & Address of the Bankers with facilities enjoyed, if any-Annexure-6	
	A) Bank Name and Address:	
	B) Account No:	
	C) Account No:	
	Note: A certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s.	
20	(A) Name & Address of APMC in which the member is registered	
	(B) Registration No. & Date/ License No., Date & Type	
21	Whether any Godowns are owned by any Party	
	Details of Godowns:	
	i. No. Of Godowns	
	ii. Capacity	
	iii. Location	
	iv. Commodities Stored	
22	Vehicle Details: as per Annexure -11:	
	Age of lorry offered (Make in the RC Book) should not exceed 15 years before 11.03.2027 i.e., the Lorries model earlier than 11.03.2012 will not be considered. The bidder shall provide certificate from Pollution Control Board Authority.	
	(a) List of Own Vehicles with capacity as per requirement	
	(b) List of Hired Vehicles with capacity as per requirement	
	(c) Registration certificate for each vehicle (Own & Hired)	
(d) Copies of RC books for each vehicle (Own & Hired)		

	(e) Latest Form 24 B for each vehicle (Own & Hired)	
	(f) Fitness Certificate for each vehicle (Own & Hired)	
	(g) Valid National/ AP Permit for each vehicle (Own & Hired)	
	(h) Road Tax certificate for each vehicle (Own & Hired)	
	(i) Pollution Certificate from PCBA for each vehicle (Own & Hired)	
	(j) Vehicle Insurance Certificate for each vehicle (Own & Hired)	
23	Bidder's Declaration as per Annexure-5	
24	Application for Enrolment of Transport Contractor-Annexure-1	
25	Check List -Annexure-2	
26	a. Board Resolution duly certified authorizing the person signing the Bid and Bid documents in case of a Company.	
	b. Deed of Partnership, Copy of the Registration of the Firm with Registrar of Firms; Memorandum & Articles of Association, as the case may be.	
	c. The Transporter / Tenderer should submit letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or corporate body. Clause 6V(c): The Power of Attorney should be signed by the Managing partner in case of a partnership concern, by the proprietor in the case of proprietary concern, and by the person authorized by the Board in case of a Company. The Power of Attorney duly signed should be scanned & uploaded.	

Declaration:

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

or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.

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

Affix Passport
size photograph
of the Signatory

Signature:

Name:

Designation:

Date:

Place:

ANNEXURE - 3

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.

1)

DEPONENT

Attestation:

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this _____ day _____ month, 2025. Hence attested.

NOTARY

Place:

Date:

ANNEXURE - 4

AFFIDAVIT - II

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

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

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

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

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

DEPONENT

Attestation:

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this _____ day _____ month, 2025. Hence attested.

NOTARY

Place:

Date:

ANNEXURE - 5

BIDDER'S DECLARATION

(ON LETTER HEAD)

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

I /We _____ (Tenderer) hereby also declare that the Firm /
agency namely M/s. _____ shall not collude with Rice
Miller/Stage II Contractor/FP Shop Dealer/ MLS Point Incharge/any other and
shall not involve in misappropriation/diversion/recycling of stocks. I/We am/are
well aware of the fact that colluding with other and involving in
misappropriation/diversion/recycling of stocks will lead to termination of the
agreement, besides blacklisting, filing of criminal cases and liabilities towards
prosecution under various Acts including PD Act.

Date:

Signature of the Authorized Person

(With Seal / Stamp)

Place:

Name of the Person:

Mobile No:

ANNEXURE 6

(Bank Letter Head/ Tenderer 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

Annexure - 7

A. Approximate quantity to be handled per month in MTs under each slab are detailed below:

Sl No	Name of the District	Average Monthly Qty in MTs	No of Kms in slab on Avg monthly qty				
			0-8 kms	8-20 kms	20-40 kms	40-80 kms	above 80 kms
1	<u>PVP MANYAM</u>	5,108	549	385	3,001	885	289

B. Statement showing Approximate Contract value for 24 Months contract period arrived on SOR, 2.5% EMD, NeML transaction charges, 10% SD & for 30 Months period arrived on SoR for 10% BG value:

Value in Rupees

Sl No	Name of the District	Average Estimated contract Value (For 24 Months) in Rs.	2.5% EMD on Average estimated Contract Value (In Rs.) (24 months)	NeML transaction charges	10% SD on Average estimated Contract Value (In Rs.) (24 months)	Additional Bank guarantee of 10% for in experience clause (In Rs.) (30 months)
				(Average estimated contract value/2 x 0.25%)+GST		
1	<u>PVP</u> <u>MANYAM</u>	50,458,193	1,261,455	74,426	5,045,819	6,307,274

Annexure No.8

The approved Schedule of Rates (SoR) for each slab are as follows:

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

Annexure -9

Contact No. of District Manager, APSCSCL,

Sl. No.	District	District Manager Mobile Number
1	<u>PVP MANYAM</u>	7702003551

ANNEXURE-10

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

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

Financial Year	Gross Turnover (INR)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

Place:

Date:

Signature

Name and Registration No. of CA

DIN NO:

ANNEXURE-11
(Tenderer letter head)

STATEMENT SHOWING THE DETAILS OF VEHICLES IN POSSESSION OF THE
TENDERER

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

Sl. No.	Vehicle No	Name of the Owner	Capacity in MTs.	Registration Certificate	Fitness Certificate	Valid National /AP State Permit	Road Tax	Pollution certificate	Vehicle Insurance Certificate	24 B extract
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

The Statement should be signed by tenderer / authorized representative.

ANNEXURE-12

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

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

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

WHEREAS M/s _____(hereinafter referred to as "Tenderer") having its registered office at _____ is bound to furnish Performance Guarantee in the form of Bank Guarantee with APSCSCL in connection with the award of a Tender for transportation of Food grains, Pulses or any other commodities as entrusted by the Government for a period of two years entrusted by the Corporation from time to time under various schemes from various Buffer Godowns/FCI Depots to the MLS Points within and outside the District under Stage I transportation for a period of two years for the District of _____ on the terms and conditions stipulated in the Tender Document.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to APSCSCL hereby undertakes to pay on demand by the APSCSCL and without notice to the Tenderer, the said amount of Rs. ____ (Rupees _____).
2. This Guarantee shall not be affected / discharged by any infirmity or irregularity on the part of the Tenderer and by dissolution or any change in the constitution of APSCSCL, Tenderer or the Surety.
3. The Surety shall not and cannot revoke this Guarantee during its currency except with previous consent of APSCSCL in writing.
4. Notwithstanding anything contained in the foregoing, the Surety's liability under the Guarantee is restricted to Rs. ____ (Rupees _____).

5. This Guarantee shall remain in force and effective upto _____ with 6 months valid claim period i.e., upto _____.

6. The Surety will make the payment pursuant to the Demand issued by APSCSCL notwithstanding any dispute or disputes raised by the Tenderer against APSCSCL, Bank or any other person(s) in any suit or proceeding pending before any Court or Tribunal as the surety's liability under this Guarantee is absolute and unequivocal.

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

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

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

SIGNED AND DELIVERED
For and on behalf of above named Bank

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