

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

## ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION

## LIMITED

(A State Government Undertaking)

### **REQUEST FOR PROPOSAL**

FOR ZONAL WISE APPOINTMENT OF TRANSPORT CONTRACTOR FOR TRANSPORTATION OF NEW JUTE GUNNY BAG BALES FROM VARIOUS JUTE MILLS / GODOWNS LOCATED IN THE STATE OF WEST BENGAL TO VARIOUS DESTINATIONS IN ANDHRA PRADESH FOR A PERIOD OF TWO YEARS i.e. FROM **APRIL - 2025 TO MARCH -2027** BY AP STATE CIVIL SUPPLIES CORPORATION LIMITED THROUGH NCDEX e MARKETS LIMITED (NeML) PORTAL

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

Phone Nos: 0866 2551912 Fax No: 0866 2551913 Web site: <u>apscsc.in</u>

## **INDEX**

S.NO.	DETAILS	Sections
1	OBJECT OF THE CONTRACT	1
2	SCOPE OF WORK	2.1 to 2.5
3	VOLUME OF WORK	3.1 to 3.2
4	ELIGIBILITY/PREQUALIFICATION CONDITIONS	4.1 to 4.19
5	INSTRUCTIONS FOR SUBMITTING TENDER	5.1 to 5.20
6	EVALUATION OF APPLICATION FOR REGISTRATION	6.1 to 6.7
7	SCHEDULING OF E-AUCTIONS	7.1 to 7.23
8	EARNEST MONEY	8.1 to 8.4
9	SECURITY DEPOSIT	9.1 to 9.6
10	PERIOD OF CONTRACT	10
11	LETTER OF ACCEPTANCE (LOA)	11.1 to 11.3
12	WORK ORDER - FULFILMENT OF WORK WITHIN STIPULATED TIME AND PENALTY IN CASE OF FAILURE	12.1 to 12.8
13	TERMINATION OF CONTRACT	13.1 to 13.7
14	SAFETY OF GOODS	14.1 to 14.4
15	LOSS SUSTAINED BY CORPORATION:	15
16	HOLDING OR RETENTION OF STOCKS PROHIBITED	16.1 to 16.3
17	RECOVERY OF DUES	17
18	MAINTENANCE AND FURNISHING OF INFORMATION:	18.1 to 18.4
19	SUB-LETTING OF FUNCTIONS	19
20	DAMAGE TO THIRD PARTY	20
21	RESPONSIBILITIES UNDER VARIOUS ACTS	21.1 to 21.3
22	COMPLIANCE WITH DIRECTIONS	22
23	PAYMENT OF BILLS OF CONTRACTOR	23.1 to 23.3
24	CLAIMS	24
25	INFRASTRUCTURE	25.1 to 25.3
26	FORGERY OF SIGNATURES	26
27	OTHER TERMS AND CONDITIONS	27.1 to 27.5
28	CORRUPT PRACTICES	28
29	FORCE MAJEURE	29
30	SET OFF	30
31	OBSERVANCE OF LAW	31
32	SEVERABILITY	32
33	RESOLUTION OF DISPUTES	33.1 to 33.7
34	INDEMINITY	34.1 to 34.4
35	SUCCESSORS AND ASSIGNS	35
36	WAIVER	36
37	AMENDMENT	37
38	ASSIGNMENT	38
39	INTERPRETATION	39
40	JURISDICTION	40
41	PROJECT MANAGER	41

42	NCDEX e MARKETS LIMITED(NeML) DISCLAIMER	42.1 to 42.12
43	ANNEXUE-1 APPLICATION FOR PARTICIPATION IN THE TENDER	-
44	ANNEXUE-II - TURNOVER CERTIFICATE	-
45	ANNEXURE-III - AFFIDAVIT	-
46	ANNEXURE-IV – BANK DECLARATION -Bank A/c Details	-
47	ANNEXURE-V - APPROXIMATE QUANTITIES FOR ONE	-
47	YEAR	
48	ANNEXURE-VI - CONTACT DETAILS	-
49	ANNEXURE-VII (a)- VEHICLE DETAILS	-
50	ANNEXURE-VII (b)- ZONAL WISE NUMBER OF VEHICLES	-
50	REQUIRED	
51	ANNEXURE-VIII - TENTATIVE LIST OF JUTE MILLS IN	-
51	WEST BENGAL	
52	ANNEXURE-IX - CERTIFICATE TO BE PRODUCED INCASE	-
52	OF EXPERIENCE WITH A PRIVATE LIMITED COMPANY	

## 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.

#### S1. Description Item No Andhra Pradesh State Civil Supplies Department/Corporation Name 1 Corporation Ltd., District 2 All the districts in Andhra Pradesh Head Office:10-152/1, Sri Sai Towers, 3 Address Ashok Nagar, Bandar Road, Kanuru, Vijavawada - 520007 proc-apscsc@ap.gov.in 4 E-Mail ID Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for Zonal wise appointment of Gunny transport contractor for transportation of New jute gunny bag bales from various Jute 5 Tender Subject Mills / Godowns located in the State of West Bengal to various designations in Andhra Pradesh for a period of Two years from APRIL -2025 TO MARCH - 2027. Period of Contract Two Years 6 7 Form of Contract Price Ouoted 8 Tender Type e - auction Tender Category 9 Transportation 10 EMD amount 2.50% on quoted value registered Participant Every will be provided with unique virtual account number byNeML. The registered Participant shall deposit EMD (margin 11 EMD - Mode of Payment money) with NCDEX e Markets Ltd into the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer. No. of Schedules 12 04 90 days from the date of e-reverse auction 13 Bid validity 14 Bid Document Download start date 27.03.2025 15 03.04.2025 at 12.00 PM Pre Bid Meeting

#### **TENDER DETAILS**

....

16	Last Date and Time for receipt of Technical Documents	14.04.	2025 before	05:00	PM IS	Г	
17	Resubmission ( clause No. 6.6 & 6.7) if any	20.04.2025 to 22.04.2025 before 05:00 PM IST					
		Zon e	Date of Auction	Start Time	End Tim	Extension	
		Ι	26.04.2025	11:00 AM	11:30 AM		
18	e- auction date & time	II III	26.04.2025	12:00 PM	12:30 PM	3 Extension s, 5 Min each	
			26.04.2025	1:00 PM	1:30 PM		
		IV	26.04.2025	2:00 PM	2:30 PM		
19	Project Manager for the Gunny	Mana	ger (Procur	ement	), APS	CSCL,	
19	Transportation contract	Head Office, Vijayawada					
20	Tender Inviting Authority	Vice Chairman and Managing Direc (VC&MD), AP State Civil Suppl Corporation Limited or any office authorized by VC&MD.		ies			
21	General Terms and Conditions	the Te Any	terms and ender Docur clarification <b>l: proc-aps</b>	ments. Is can	be re	eferred to	

### VC & MANAGING DIRECTOR APSCSCL: VIJAYAWADA.

Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for Zonal wise appointment of transport contractor for Transportation of new jute gunny bag bales from various jute mills/godowns located in the State of West Bengal to various destinations in Andhra Pradesh for a period of Two years i.e. From April -2025 To March -2027.

#### 1. <u>OBJECT OF THE CONTRACT:</u>

Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for transportation of new jute gunny bag bales from various jute mills /godowns located in the State of West Bengal to various destinations in Andhra Pradesh to the extent of 1,35,000 bales (approx) per annum. The bidders may please note that the requirement of transportation will not be regular throughout the period but, whenever required the transportation is to be done with in a period of 3-4 months per season (Kharif & Rabi). The tentative quantity is enclosed in **Annexure-V**.

Interested Tenderers may visit websites www.neml.in and **www.apscscl.in** to view and download tender documents at free of cost in order to participate in the tender.

#### 2. <u>SCOPE OF WORK: -</u>

- 2.1. Andhra Pradesh State Civil Supplies Corporation Ltd. Vijayawada (here in after referred to as Corporation or through its abbreviation APSCSCL) invites tenders for Zone wiseas per Annexure-V. Transportation of new Jute Gunny bag bales from various Jute Mills / godowns located in the State of West Bengal to various destinations in Andhra Pradesh as per the terms & conditions mentioned in the RFP.
- 2.2. The tenderer should make himself aware of the nature of transportation before participating in the bidding. The tenderer must also get acquainted with the conditions of transportation. Once the tender is submitted, the tenderer will be deemed to have fully acquainted himself with the routes, terms & conditions and he will not be entitled for any compensation on account of road blockade, diversions etc., enroute, if any.
- 2.3. The tenderer shall make available, the number of vehicles required at the premises of the Loading Point as per the Movement Order issued by the Corporation;
- 2.4. Transportation of gunny bales from the various jute mills / godowns located in the State of West Bengal to various destinations in Andhra Pradesh of APSCSCL is indicative. The tenderer shall undertake such other related activities as and when required and should also follow instructions received from time to time from APSCSCL.

2.5. The procedure and registration of transporters, terms and conditions may be amended, if necessary, prior to the conduct of e-auction. Details of such amendments will be uploaded in the website apscscl.in/ www.neml.in for the information of participants. No individual information will be given in this regard. The bidders should keep visiting the official websiteperiodically to update themselves in their own interest.

#### 3. <u>VOLUME OF WORK</u>

- 3.1. No definite volume of work to be performed is guaranteed during the currency of the contract. The volume of requirement of gunny bag bales will vary based on the procurement of paddy during a particular season. The particulars given in the Annexure-V are intended merely to give the tenderer 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. As such, the quantum of work may increase or decrease. It should be clearly understood that no guarantee is given that, entire volume of work as shown in the Annexure-V of the tender will be required to be performed.
- 3.2. 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 Annexure and appendices to this tender.

#### 4. <u>ELIGIBILITY / PRE-QUALIFICATION</u>

# 4.1. Bidders from all over India are eligible to participate in tendering process.

4.2. The zonal wise average annual turnover during immediatepreceding two financial years i.e., 2022-23 & 2023-24 should be as mentioned below :

Sl No	Zone	Turnover ( in Crs.)
1	Ι	2.0
2	II	2.0
3	III	1.0
4	IV	1.0

4.3. The same should be submitted as per **Annexure II**, duly certified by a Chartered Accountant.

- 4.4. The tenderer should have prior experience of executing the transportation work duly obtained from PSU / Govt. Dept. / Public Ltd. Company/ Private Ltd, Company in any one year of the preceding **Seven financial years**(Seven years FY 2017-18,2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) from the RFP publication date, contracts of value as specified below such experience certification to be done by State Head or competent authority of the concerned organization only. In case of experience in the Private Ltd. Company, the bidder shall mandatorily produce certificate as per **Annexure IX**.
  - i. A single contract having a value not less than the value shown in the column (3a) in the table shown below in any one year of preceding Seven years (Seven years FY 2017-18,2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).

ii. Two contracts each having a value not less than the value shown in the column (3b) in the table shown below in any one year of preceding Seven years (Seven years – FY 2017-18,2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).

Sl No	Zone	Single Contract (in Crs.)	Double Contract (inCrs.)
1	Ι	2.0	1.0
2	II	2.0	1.0
3	III	1.0	0.5
4	IV	1.0	0.5

- 4.5. Each tenderer needs to deposit an amount of 2.50% of the quoted value towards EMD (Earnest Money Deposit).EMD shall be transferred through Net Banking/NEFT/ RTGS through system generated challan to the unique virtual account provided by NeML before participating in the Auction.
- 4.6. The individuals/Firms/Companies which are **BLACKLISTED** by AP State Civil Supplies Corporation Limited or any Govt. organization (either any State or Central) at any time are prohibited from participating in the Tenders till the completion of such blacklist period. The bidders against whom cases **under section 6A of Essential Commodities Act or diversion of essential commodities** are registered by the Government of Andhra Pradesh and still to be adjudicated are also not eligible to participate.

<sup>(</sup>or)

- 4.7. The tenderer should also not be partnered with any person / firm which is already blacklisted. In case of any kind of participation or filing of tenders by such person (s)/Firm is noticed, the Corporation shall forfeit the entire EMD 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, whenever it comes to light that the contractor was blacklisted by the Corporation or by any Govt. Organization, besides recovering the liquidated damages.
- 4.8. Every tender should be accompanied by an **Affidavit in Rs 100/- Nonjudicial stamp paper**, duly notarized to the effect that the tenderer has no past or present criminal record with the Police (under Essential Commodities Act) / Vigilance of the Civil Supplies Department. Giving false or misleading information in this regard will attract serious, legal consequences, besides canceling the contract awarded, if any.
- 4.9. Minors and unsound mind persons are not eligible to file or participate directly or indirectly in any manner in the Tenders.
- 4.10. Tenderer should have atleast number of trucks, as shown in the Annexure-VII (b), the tenderer should furnish hire agreement with the owners for a minimum period of Two years from the date of agreement. All trucks should have National Permit to transport the gunny bag bales.
- 4.11. The minimum number of vehicles required for gunny bag bales transportation in **clause no. 4.10** is only indicative. However, the tenderer should be prepared to arrange additional vehicles as and when required to transport the gunny bag bales to any district in the State of Andhra Pradesh as per the requirement without any delay. The word Lorries, Trucks and Vehicles are used interchangeably as the context requires.
- 4.12. Any Truck (Own/ Hired) involved in cases under **Section 6A of Essential Commodities Act**/diversion cases are ineligible to be considered for transportation work under this RFP.
- 4.13. The vehicles already in any other contractual agreement with APSCSCL/ any other Government/ Private Agency shall not be permitted in this contractual agreement. If any vehicle found during the time of Technical evaluation or subsequently the bidder/ contract shall be disqualified / cancelled.
- 4.14. The vehicles mentioned in the name of partners / Managing Directors/ Directors/ Members of company or firm or partnership firm or Joint venture or consortium are also considered for eligibility during technical evaluation.
- 4.15. Bidder shall furnish the copies of the vehicle (own & hired) Registration Certificate and Fitness Certificate along with copy of National Permit by uploading the same in the portal. Tenders found without vehicle details stands automatically disqualified.

- 4.16. Age of truck offered (Year of Model / Make in the RC Book) should not exceed 15 years before the contract end date i.e., the trucks which are registered prior to 01.04.2012 will not be considered.
- 4.17. The successful Tenderers have to utilize their own and hired vehicles which are declared in tender for movement of gunny bales in addition to engaging other vehicles as and when required without fail. If the successful tenderer wishes to use a vehicle other than what is declared, prior written intimation should be given to the concerned authorities.
- 4.18. The Employer/Tender Inviting Authority is on no way responsible for Inter State transportation issues and the successful bidder shall take care of all necessary compliances, permissions and such other approvals as required under law arising out of Inter State Transportation of subject goods.
- 4.19. A bidder can bid for more than one zone. However, in such cases, the bidder has to submit the bid along with the required documents separately for each zone. The bidder has to ensure that he fulfills the all the eligibility conditions for each zone separately, i.e., the eligibility criteria for turnover, experience, &number of trucks etc., shall be cumulative value/ number for all such zones bidded.
- 5. <u>INSTRUCTIONS FOR SUBMITTING TENDER</u>: The instructions to be followed for submitting the tender are as below:
  - 5.1. The tenderer shall register with www.market.neml.in
  - 5.2. Bidders have to deposit the **registration fee ofRs.5900/-(Rs 5000+18**% **GST)** along with their required documents to get themselves registered.
  - 5.3. The registration fee can be directly transferred to the bank account given below.

Bank Name	Account Number	IFSC	Branch Name
HDFC Bank	00990690013050	HDFC0000060	Fort, Mumbai

5.4. If the bidder is already registered with NeML & renewed their membership of FY 2024-2025, this payment need not be made.

#### Copy of following documents to be furnished along with the application.

- 5.5. Self-attested copy of PAN of the Bidder.
- 5.6. GST Registration Certificate of the Bidder.

- 5.7. Name of Managing Partner/ Authorized signatory in case of LLP/ Partnership Firm/ Company / Proprietary Concern as the case may be.
- 5.8. The address proof of the authorized signatory viz., copy of passport / voter ID or any other document issued by the Central or State Government indicating the address of the bidder should be submitted along with the application.
- 5.9. The address proof in respect of the Firm/Company/LLP/ proprietary concern shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- 5.10. Zonal wise required number of vehicles along with details as sought as per **annexure VII (a) & (b)**.
- 5.11. Copies of hire agreement in respect of vehicles engaged on hire.
- 5.12. The application form mentioned in **Annexure I** shall be filled, signed and to be submitted through portal.
- 5.13. Turnover Certificate from Chartered Accountant as per the format provided in **Annexure II** Format for Turnover Certificate.
- 5.14. Audited Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for last two (2) years financial years (FY 2022-23 and 2023-24) attested by Chartered Accountant.
- 5.15. Acknowledgment of Income Tax Returns filed for the (FY 2021-22, 2022-23 & 2023-24).
- 5.16. Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government/Government undertakings – State or Central in the format given in Annexure III – Affidavit duly signed by the authorized signatory.
- 5.17. Bank account details of firm along with IFSC code, Branch details, address shall be furnished on the letterhead of the bidder and certified by the concerned banker. Alternatively, a copy of cancelled cheque may be enclosed.
- 5.18. Experience certificate issued by concerned State heads of State/ Central / PSU or respective Heads of the Department should be uploaded in the portal along with other relevant documents. In case of experience in the Private Ltd, Company, the bidder shall mandatorily produce certificate as per **Annexure IX**.

- 5.19. All the pages of the RFP document shall be signed and uploaded along with the other documents of Tender, in token of acceptance that the tenderer has understood all the terms and conditions of the tender document.
- 5.20. The completed technical bid along with relevant documents is to be sent to **apreg@neml.in on 14.04.2025**, **before 5:00 PM (IST).** Submission of Physical Tender is not allowed.

#### 6. EVALUATION OF APPLICATION FOR REGISTRATION.

- 6.1. The applications received by NeML before the last date and time of bid submission only will be evaluated. APSCSCL reserves the right to extend the submission date of applications, subject to the publication of a circular/corrigendum regarding such extensions on the **website: apscscl.inas well as on NeML's website i.e. www.neml.in**.
- 6.2. NeML will evaluate the documents submitted in the technical bid. Only those bidders / tenderers who provide valid documentary evidence in compliance with the eligibility criteria/conditions will be considered for technical qualification.
- 6.3. Only bidders who meet the technical qualifications will be allowed to participate in the e auction to be conducted on **www.market.neml.in**.
- 6.4. The registered bidders will not be individually notified about their technical qualification or their participation in the e-auction. They are free to **contact NeML via email at askus@neml.in**.
- 6.5. The completed technical and relevant documents must reach NeML **before 5:00 PM (IST) on 14.04.2025** Physical tender documents will not be accepted.
- 6.6. During the evaluation, APSCSCL may, at its discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered / speed post/ courier / email, asking the bidder to respond by a specified date, failing which the bid will be liable for rejection.
- 6.7. After technical bid is opened and evaluation done, if required, APSCSCL reserves the right to, but without any obligation to do so, seek any shortfall information / documents. This documents/ Information shall be only historical ones, which preexisted on the date of bid submission and have not undergone change since then. The bidders will be given an

opportunity to submit only the documents which have fallen short or not legible and are which are pre-existing as on original date of submission of bid. The bidders will be required to resubmit the same within 3 days or from the date of intimation of such deficiency by NeML within such time given.

#### 7. SCHEDULING OF e-AUCTIONS.

- 7.1. The Corporation will conduct financial e Auction on **www.market.neml.in(e- Auction platform).** Only technically qualified tenderers will be permitted in financial e-auction.
- 7.2. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and NeML.
- 7.3. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e- Auction through the websites in their own interest, rather than depending on other mode of information sources.
- 7.4. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by NeML inter-alia, for the purpose of the e Auction and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the password before the e Auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
- 7.5. The System time of NeML portal will be considered to start and end the eauction.
- 7.6. The bidders are to quote the price for transportation of one gunny bale (Each gunny bale contains 500 gunny bags)
- 7.7. Price Quote shall be Rupees per Gunny Bale (Each gunny bale has 500 gunny bags & Minimum Tick Size (Decremental Size) is 1 Rupee.
- 7.8. Price quoted shall be Inclusive of all incidental expenditure like loading charges, weighment charges payable at weighbridges and any other expenditure incurred for taking delivery from respective Jute mills / warehouses and taxes including GST & other taxes if any.

- 7.9. During the Auction session, a bidder may modify his price downwards till the end of e-Tender schedule. Bids submitted after the closure of Tender will be rejected. No cancellation of Bids shall be allowed during the Tender session.
- 7.10. However, the Tender platform will not allow the bidder to modify his/her bid to increase the price once quoted.
- 7.11. There will be 3 (Three) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session.
- 7.12. In case of two or more bidders emerge as lowest with identical prices after conclusion of e Auction, bidder who puts in his/her bid first on e-Auction platform gets priority and considered as lowest as per the timestamp of the software.
- 7.13. The evaluation and finalization of bids received shall be made based on the lowest price quoted by the bidders per bale for each of the Zones. APSCSCL can negotiate the price quoted by L1 Bidder only for further decrease in price, if APSCSCL feels the price quoted by L1 Bidders is high.
- 7.14. The bids of all bidders who have participated in the e Auction must remain valid for period of Ninety (90) days from the date of e-Auction.
- 7.15. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the Corporation will not consider any request of enhancement in this regard.
- 7.16. The results of the e Auction as approved by APSCSCL are binding on all bidders.
- 7.17. The successful Tenderer will be intimated the acceptance of his tender by a letter / email by APSCSCL.
- 7.18. The VC& Managing Director, AP State Civil Supplies Corporation Limited reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the VC & Managing Director in this regard is final and binding on the tenderers.
- 7.19. 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 Tenders of APSCSCL for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.

- 7.20. 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-ender 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 website.
- 7.21. In case of any indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 7.22. If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false / incorrect at any stage, the Corporation shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
- 7.23. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to compliance mistake(s) on the part of the service provider.

#### 8. EARNEST MONEYDEPOSIT :

- 8.1. Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit **2.795% of the bid value** with the NeML into the Virtual Account to participate in the proposed auctions. This payment is to be done by way of RTGS or electronic fund transfer before participating to the e- Auction.
- 8.2. Out of this 2.795%, an amount equivalent to balance 0.295% will be retained by NeML towards transaction charges in respect of successful bidder. The balance amount equivalent to 2.5% will be transferred to APSCSCL towards Earnest Money Deposit (EMD) in respect of successful bidder.
- 8.3. In case of unsuccessful bidders, the total amount so deposited would be refunded by NeML on the withdrawal request made by the bidder through www.market.neml.in, latest by one day from the day of closure of e-Auction.
- 8.4. The amount remitted towards Earnest Money Deposit (EMD) is liable to be forfeited in case if the:
  - a. Bidder withdraws his e-tender or backs out after acceptance.

- b. Bidder withdraws his bid before the expiry of validity of the offer, the period specified in the specification or fails to remit the security deposit.
- c. Bidder violates any of the provisions of these regulations contained herein.
- d. Bidder revises the terms quoted during the validity period.
- e. The bidder fails to sign the contract with in the stipulated time.

#### 9. <u>SECURITY DEPOSIT</u>

9.1. The successful bidder upon receipt of communication regarding acceptance shall arrange Security Deposit an amount equivalent to 10% (Ten percent) of the order valueas security deposit within fifteen working days directly to APSCSCL Account. The EMD already paid will be converted to Security Deposit. Thus, the total Security Deposit would be 10% of the order value.

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

- 9.2. In case of failure of tenderer to deposit the Security deposit amount as stipulated within fifteen working days of acceptance of his tender, further extension of one week can be given subject to levy of interest @10% per annum for the delayed period on the unpaid amount towards penalty, for a maximum period of ten working days, after which period, the offer letter will be withdrawn and EMD remitted by the successful bidder will be forfeited.
- 9.3. The Security Deposit 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.
- 9.4. In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the 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 three years. After the completion of prescribed period of three years, the party may be allowed to participate in the future tenders of Corporation provided all the recoveries/ dues have been affected by the Corporation and there is no dispute pending with the contractor/party.

- 9.5. The Security Deposit will be refunded 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. The Corporation will not be liable for payment of any interest on the Security Deposit.
- 9.6. In case Security Deposit is paid by the successful tenderer along with the penalty, only 10% paid towards Security Deposit will be refunded on completion of contract. The extra amount paid over and above the stipulated 10% will be appropriated towards penalty for delayed remittance of security deposit.

#### 10. <u>PERIOD OF CONTRACT:</u>

The contract will ordinarily be in force for a period of two years from the date of the acceptance of the letter The contract can be extended by the VC&MD, AP State Civil Supplies Corporation Limited, on the same rates, terms and conditions for a maximum further period of ONE YEAR keeping in view of public interest, subject to performance of the contractor. The action of the VC&MD in extending the contract period shall be final and binding on the contractor and shall not be called into question.

#### 11. LETTER OF ACCEPTANCE (LOA)

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

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

- 12.1. The successful bidder will be informed by acceptance of the tender which will be communicated by mail.
- 12.2. The successful bidders are required to enter into an agreement on Rs. 500/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL and the prescribed Security deposit as detailed under **Clause No. (9)** above failing which the EMD will be forfeited.
- 12.3. The Corporation does not guarantee the minimum volume 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 the ordered quantity at the designated Districts in respective zone, as per the movement order of the District Civil Supplies Manager concerned.
- 12.4. The successful bidder shall be responsible to engage adequate number of transport vehicles for completion of the movement of Gunny bag bales evenly from the date of the movement order and to complete the entire movement within the stipulated time from all the Jute Mills. If the contractor fails to lift the gunny bales within the stipulated period of time from jute Mills in any day as per the movement instructions, the VC&MD/Concerned District Civil Supplies Manager, APSCSCL, at his/her discretion and without terminating the agreement, will be at liberty to make alternate arrangements and to get the work done at the risk and cost of the contractor, who shall be liable to make good to the Corporation all such additional charges, expenditures, costs, etc., that the Corporation may incur or suffer thereby.
- 12.5. The alternate arrangements mean, 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 gunny bales, besides recovery of additional charges, expenditures, costs, etc. if any from the security deposit and Bank guarantee furnished by the contractor. The contractor shall, however, not be entitled to any compensation from 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.
- 12.6. The imposition of penalties as per the Clauses mentioned in this RFP, is at the sole discretion of the VC&Managing Director because of failure of the contractor to adhere to the movement instructions issued by him and shall not be called into question and no representation in this regard shall be entertained.
- 12.7. Loss of interest on payments made for the un-lifted gunny bag bales due to failure of contractor shall also be recoverable from him towards penalty.

12.8. Whenever a contractor fails to move the stocks in time to the entire 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.

#### 13. <u>TERMINATION OF CONTRACT:</u>

- 13.1. The contractor has solemnly stated that, neither he nor any of his partners/representatives have, at any point of time, been blacklisted by the Corporation or by any other Government Agency or involved in diversion of stocks or involved in any **case under Essential Commodities 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 for the sum or sums due that may be suffered or incurred by the Corporation 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.
- 13.2. In the event of the contractor being declared 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.
- 13.3. It shall be open to the Corporation to suspend the transport contract before ordering termination of the transport contract under this subclause. During the period of suspension, the Corporation is at liberty to make alternate arrangements at the risk and cost of the contractor, 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.

- 13.4. Since the transport contractor or his representatives are responsible for the quantity and quality of the stocks while in his custody, the contractor shall ensure delivery of stocks at destination as specified by the Concerned District Civil Supplies Manager. In the event of failure or diversion of trucks with stocks or even misappropriation of stocks, theVC&MD shall have absolute right to terminate the contract without any notice and forfeit the Security Deposit besides filing of criminal case. The action of VC&MD in this regard is final and cannot be called into question.
- 13.5. 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 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.
- 13.6. The VC&MD, AP State Civil Supplies Corporation Limited, shall also have the right to claim from contractors or to invoke the Security Deposit or to recover any dues from the contractor.
- 13.7. In case the Gunny bales Transport Contractor 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.

#### 14. SAFETY OF GOODS:

- 14.1. The contractor shall be responsible for the safety of gunny bags 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 crevices or holes. The contractor shall be responsible for both the quantity and the quality of the Gunny bales, as taken delivery by him, till they are finally delivered at the destinations as per the orders issued by the Concerned District Civil Supplies Manager. The contractor shall be responsible for all the losses arising in the transportation. Insurance coverage will be whole and sole responsibility of the contractor.
- 14.2. The value of such losses shall be recovered from the contractor at double the cost of Gunny bales as fixed by the Corporation, at the time of such loss. Any tampering with the quantity or quality of the Gunny bags will result in removal of the contractor and forfeiture of Security Deposit besides prosecution and claim for damages.

- 14.3. Any tampering with the quality of goods as taken delivery by the Transport Contractor during transit, the Corporation shall have absolute right to terminate the contract forthwith and forfeiture of the Security Deposit and Bank Guarantee if any. The value of such loss shall be recovered from the Transport Contractor at double the economic cost.
- 14.4. The Transport Contractor/ Successful Bidder shall ensure that all the vehicles, goods and services are adequately insured in transit and it is the Sole Obligation of the Transport Contractor/ Successful Bidder to have the Insurance Cover for the goods and services as applicable.

#### 15. LOSS SUSTAINED BY CORPORATION:

The contractor shall indemnify the Corporation for any loss or damage sustained by it due to the improper performance of the work by the contractor under this agreement. Such loss sustained by the Corporation shall be recovered from the bills payable to the contractor and from the Security Deposit furnished by the contractor under this Agreement, or under any other agreements of the contractor with the Corporation. Should the above sums be not sufficient to cover the full amount recoverable, the contractor shall pay the Corporation on demand the balance amount due, otherwise, the Corporation is at liberty to recover the amount due under Revenue Recovery Act.

#### 16. HOLDING OR RETENTION OF STOCKS PROHIBITED:

- 16.1. The 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 for the stocks retained by him in addition to other remedies available to the Corporation. The retention of the stocks by the Contractor is unlawful.
- 16.2. In case of breakdown of vehicles or for any reason, truck did not reach the destination within reasonable time, the contractor should inform the concerned District Civil Supplies Manager or the nearest MLS point incharge immediately. Under no circumstances, trucks should 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.
- 16.3. In case of diversion of trucks by Gunny Transport contractor, FIR will be filed against Contractor by name as Accused No.1. His authorized business representative also will be included by name as Accused No. 2. in addition to the lorry driver and cleaner.

#### 17. <u>RECOVERY OF DUES:</u>

The Corporation shall have the right to appropriate and set off any sum of money including the Security Deposit 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.

#### 18. MAINTENANCE AND FURNISHING OF INFORMATION:

- 18.1. The contractor shall furnish to the Concerned District Civil Supplies Manager details of movement of Gunnies from the sources without fail, along with VC&Managing Director.
- 18.2. 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.
- 18.3. The contractor shall produce his books and records for inspection and scrutiny by the VC&MD, APSCSCL or Concerned District Civil Supplies Manager or any Officer of the Corporation.
- 18.4. If the contractor fails to furnish the daily progress of movement to the Corporation is empowered to obtain the information either over phone or deputing staff and to recover the expenditure like telephone charges and T A., D.A., of the staff from the contractor.

#### 19. <u>SUB-LETTING OF OBLIGATIONS:</u>

The contractor shall not sub-let or transfer the whole or part of obligations 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, and pending bills with the Corporation apart from Transport Contractor and his/her/their blacklisting of authorized representatives. The action of the Corporation in this regard is final and binding on the Transport Contractor and it shall not be called into question.

#### 20. 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.

#### 21. RESPONSIBILITIES UNDER VARIOUS ACTS:

- 21.1. 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.
- 21.2. 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.
- 21.3. 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.

#### 22. <u>COMPLIANCE WITH DIRECTIONS:</u>

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 Civil Supplies Manager, regarding the work of the contract under this Agreement.

#### 23. PAYMENT OF BILLS OF CONTRACTOR:

- 23.1. Head Office, APSCSCL will make payment due to the contractor under the Agreement on submission of bills supported by proper consignee receipts in originals (acknowledgements from the authorized representatives of the Corporation at the receiving ends).
- 23.2. Claims should be preferred Indent wise/ Jute Mill 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 at any time.

23.3. TDS (Income Tax) and other rates & taxes etc., as applicable will be deducted from the bills / payments to the Transport contractors as per rules in force.

## 23.4. The Corporation will not make any payment of interest/ compensation on outstanding bills at any time.

23.5. The Transport Contractor shall claim his/her/their bills every month regularly on Indent 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.

#### 24. <u>CLAIMS:</u>

The 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.

#### 25. INFRASTRUCTURE:

- 25.1. As this is a tender for transportation of Gunny bales over long distances, therefore, it is needless to specify that one of the explicit pre-requisites is for the tenderers 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.
- 25.2. Availability of Standard GPS Devices in the Trucks used for transport: The Corporation is implementing the Vehicle Tracking System in all the Districts to monitor the movement of new jute gunny bales from various jute mills/godowns located in West Bengal state to various destinations in Andhra Pradesh.The Transport Contractors have to necessarily get their Vehicles (Own & Hired also) installed with the standard GPS Devices at their own cost for the implementation of GPS Vehicle Tracking System to facilitate live tracking of the trucks.

25.3. Integration of Standard GPS Devices with Vehicle Tracking System of **APSCSCL**: The Transport Contractor shall be responsible for integration of the GPS devices of trucks used by him for performance under this contract with the Vehicle Tracking System of the Corporation. The contractor shall be provided a login-based access to monitor the movement of his vehicles in the Vehicle Tracking System of APSCSCL. It shall raise concerns with the Project Manager of APSCSCL about the technical issues arising, if any, in the integration of GPS devices with the Vehicle Tracking System that is maintained by the Corporation. This is especially important as the payment to the contractor shall be determined on the basis of the quantity of bales transported per trip, and only for those trips that are tracked by the Vehicle Tracking System of APSCSCL. In case of failure to resolve the technical issues, and non-tracking of any trip, the Project Manager APSCSCL shall record the reasons in writing for each such trip and present it to VC & MD, APSCSCL for approval. Only after such approval is accorded by VC & MD, APSCSCL, the quantity of bales transported by such trip shall be taken into account while making payment to the contractor.

#### 26. FORGERY OF SIGNATURES:

The Contractor or his representative should acknowledge receipt of stocks from officials in various destinations in Andhra Pradesh and the same should tally with the specimen signatures furnished to the Concerned District Civil Supplies Manager by the contractor. If it is found that the signature is forged or signed by some other person as of the contractor / representative, the agreement is liable for cancellation apart from recovery of damages from the Security Deposit.

#### 27. OTHER TERMS AND CONDITIONS:

27.1. Movement Order: The transport contractor shall transport gunny bales entrusted by Government from time to time to various destinations as per the movement orders issued by the concerned District Civil Supplies Manager. <u>Such movement order shall be issued by the concerned</u> <u>District Civil Supplies Manager in either SCM Portal or TCS portal or</u> <u>Vehicle Tracking System portal as decided by the VC& MD, APSCSCL.</u> In case of any deviation in movement of gunnies as per movement orders issued by District Civil Supplies Managers, transport charges will be paid and restricted strictly as per movement instructions issued by concerned District Civil Supplies Manager only. The District Civil Supplies Manager concerned has the right to get the stocks re-transported wherever transport contractor deviates from the movement instructions issued, at the risk and cost of the transport contractor.

- 27.2. Other terms and conditions mentioned in the agreement to be signed by the successful tenderer, shall also be applicable. Circular instructions issued by VC& Managing Director / Joint Collector & EOED / District Civil Supplies Managers from time to time, marked to the Contractor shall also form part and parcel of the Agreement.
- 27.3. Transport Contractor should comply with all or any other instructions issued by the Government of India and State Government from time to time in this regard.
- 27.4. 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.
- 27.5. The transport contractor should furnish his e-mail address for communication. Any communication sent to e-mail addresses by the Corporation should be treated as genuine mode of communication and the transport contractor cannot deny the receipt of such communication.

#### 28. CORRUPT PRACTICES

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

#### 29. 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.

#### 30. <u>SET OFF</u>

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

#### 31. <u>OBSERVANCE OF LAW:</u>

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. <u>SEVERABILITY</u>

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

#### 33. <u>RESOLUTION OF DISPUTES</u>

- 33.1. In case of any disputes relating to this tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to VC& Managing Director, APSCSCL.
- 33.2. In case, if disputes are not resolved then, the matter may be referred to Commissioner of Civil Supplies, APSCSCL, Government of Andhra Pradesh who will be the appellate authority.
- 33.3. In case of any disputes still not resolved and which are relating to transportation of gunny bales and related issues, including the interpretation of any of the Clauses of this Tender, the matter shall be referred to a sole arbitrator appointed by the Government of Andhra Pradesh. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in the place where the head office of APSCSCL is situated, and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with the **ARBITRATION and CONCILIATION ACT, 1996**, as amended from time to time.

- 33.4. The successful bidder 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.
- 33.5. On receipt of a demand from the successful bidder 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 the **ARBITRATION and CONCILIATION ACT**, 1996, as amended from time to time.
- 33.6. The arbitration shall be held in the place where Head Office of APSCSCL is located and the decision of the Arbitrator(s) shall be final and binding on both parties to the arbitration.
- 33.7. The Arbitrator(s) shall give separate awards in respect of each dispute or difference referred to the Arbitrator/ Arbitral Tribunal.

#### 34. <u>INDEMNITY:</u>

- 34.1. 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.
- 34.2. Without limiting the generality of Clause 15 here in above, 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 failure of the bidder to comply with Applicable Laws and Applicable Permits.
- 34.3. 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, suppliers and representatives; or

34.4. 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.

#### 35. <u>SUCCESSORS AND ASSIGNS:</u>

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

#### 36. <u>WAIVER:</u>

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

#### 37. <u>AMENDMENT:</u>

This RFP 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 RFP. Any Exhibits attached to this RFP form an integral part of this RFP and are incorporated in this RFP by reference.

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 above, the Corporation shall have the discretionary power to amend any clause/s in this document (or) to take any decision on the matter under this document with prior notice to the bidder/s.

#### 38. <u>ASSIGNMENT:</u>

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

#### 39. 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.

#### 40. JURISDICTION:

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

## 41. Manager (Procurement), APSCSCL, Head Office, Vijayawada shall act as Project Manager for the Gunny Transportation.

#### 42. NCDEX e Markets Limited (NeML) Disclaimer: -

- 42.1. NCDEX e Markets Limited (NeML) is involved only in price discovery of the transaction for the goods or services and not involved in post-auction activities such as ensuring timely deposit of transaction value by winning bidder(s), generation of DO (delivery order), sending winner intimation mail to bidders etc.
- 42.2. NeML shall undertake pre-auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by auction initiator, etc.
- 42.3. NeML shall collect Earnest Money Deposit (EMD) to protect the price discovery of the transaction so that only credential bidders will participate. Along with the EMD, NeML will also collect an amount equivalent to **0.295% on the final quoted value towards transaction fees.** EMD along with the transaction fees shall be returned by M/s NeML in case of unsuccessful bidders. In case of successful bidder, the EMD amount shall be transferred to APSCSCL, after finalization of successful bidder. There will be no refund of transaction fees in respect of successful bidder.
- 42.4. The price discovered through NeML e-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer and seller to accept the price or directly negotiate with counterparty.
- 42.5. 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.
- 42.6. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities for which the e-auction is conducted.
- 42.7. 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.

- 42.8. 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.
- 42.9. Further NeML is acting only as a price discovery service provider for this e-auction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequent to this e-auction.
- 42.10. NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML. NeML shall not be responsible for any damages, losses liability etc arising out of this e-auction. NeML will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- 42.11. Any bid placed using the bidder's user Id and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-auction(s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e-auction(s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- 42.12. NeML shall not be responsible for any failure of power, network, server, bandwidth problems, hosting server, internet connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Platform https://market.neml.in. In case the e-auction is not concluded / completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with APSCSCL, reschedule the e-auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions detailed in section 1 to 42 of the above Tender document.

Signature of the applicant / Tenderer	Date:
Name:	Place:
Seal:	

#### Annexure-I

#### APPLICATION FOR TRANSPORTATION OF NEW GUNNY BALES FROM VARIOUS JUTE MILLS OF WEST BENGAL STATE TO ALL THE DISTRICTS IN ANDHRA PRADESH AS GUNNY BALES TRANSPORT CONTRACTOR FOR THE PERIOD

2.       Name of the Applicant         Office Address       a) Telephone No.         b) Fax No       b) Fax No         3.       c) Mobile No.         d) E-mail       e) website         f) Address       a) Telephone No.         b) Fax No       b) Fax No         4.       c) Mobile No.         b) Fax No       c) Mobile No.         d) E-mail       e) website         f) Address       f) Address         Status of Tenderer       Sole Proprietor (or)         Partnership Firm (or)       Company.         PAN given by the IT Department (copy to be enclosed)       cST No (copy to be enclosed)         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 of the Chairman and Managing Director with full Address         c.       Name & Address of Proprietor if Proprietor concern.	1	Zone Applied for	
Office Address         a) Telephone No.         b) Fax No         3.       c) Mobile No.         d) E-mail         e) website         f) Address         a) Telephone No.         b) Fax No         4.         c) Mobile No.         d) E-mail         e) website         f) Address         a) Telephone No.         b) Fax No         4.         c) Mobile No.         d) E-mail         e) website         f) Address         Status of Tenderer         Sole Proprietor (or)         Partnership Firm (or)         Company.         PAN given by the IT Department (copy to         6. be enclosed).         GST No (copy to be enclosed)         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.	-		
a) Telephone No.         b) Fax No         3.       c) Mobile No.         d) E-mail         e) website         f) Address         Residential Address         a) Telephone No.         b) Fax No         4.         c) Mobile No.         d) E-mail         e) website         f) Address         d) E-mail         e) website         f) Address         Status of Tenderer         Sole Proprietor (or)         Partnership Firm (or)         Company.         PAN given by the IT Department (copy to         6.       be enclosed).         GST No (copy to be enclosed)         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.	2.	Name of the Applicant	
a) Telephone No.         b) Fax No         4.       c) Mobile No.         d) E-mail         e) website         f) Address         5.       Status of Tenderer         Sole Proprietor (or)         Partnership Firm (or)         Company.         6.       be enclosed).         GST No (copy to be enclosed)         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.	3.	<ul> <li>a) Telephone No.</li> <li>b) Fax No</li> <li>c) Mobile No.</li> <li>d) E-mail</li> <li>e) website</li> <li>f) Address</li> </ul>	
5.       Sole Proprietor (or) Partnership Firm (or) Company.         6.       PAN given by the IT Department (copy to be enclosed). GST No (copy to be enclosed)         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.	4.	<ul> <li>a) Telephone No.</li> <li>b) Fax No</li> <li>c) Mobile No.</li> <li>d) E-mail</li> <li>e) website</li> </ul>	
<ul> <li>PAN given by the IT Department (copy to</li> <li>be enclosed).</li> <li>GST No (copy to be enclosed)</li> <li>a. If Partnership firm, Name &amp; Address of all Partners</li> <li>b. If Registered under Companies Act, Name of the Chairman and Managing Director with full Address</li> <li>c. Name &amp; Address of Proprietor if Proprietor concern.</li> </ul>	5.	Sole Proprietor (or) Partnership Firm (or)	
<ul> <li>a. If Partnership firm, Name &amp; Address of all Partners</li> <li>b. If Registered under Companies Act, Name of the Chairman and Managing Director with full Address</li> <li>c. Name &amp; Address of Proprietor if Proprietor concern.</li> </ul>	6.	PAN given by the IT Department (copy to be enclosed).	
8. Year of Establishment of the firm	7.	<ul> <li>a. If Partnership firm, Name &amp; Address of all Partners</li> <li>b. If Registered under Companies Act, Name of the Chairman and Managing Director with full Address</li> <li>c. Name &amp; Address of Proprietor if</li> </ul>	
	8.	Year of Establishment of the firm	

#### FROM APRIL- 2025 TO MARCH- 2027.

	Affidavit duly notarized to the effect that	
	the applicant or any of the partners or company was never black-listed or	
9.	convicted by court of law. If blacklisted	
).	previously, the affidavit should also	
	confirm that the blacklisting period has	
	been completed."	
	The average annual turnover during	
	immediatepreceding two financial years	
	i.e., 2022-23 & 2023-24. The same should be	
10.	submitted as per Annexure II, duly	
	certified by a Chartered Accountant	
	1. 2022-23	
	2. 2023-24	
	Audited balance sheet, P&L account &	
11.	cash flow statement for the last two years	
	2022-23, 2023-24	
	Acknowledgment of Income Tax Returns	
12.	filed for last two financial years	
12.	1. 2022-23	
	2. 2023-24	
	Details of Vehicles. <u>Statementshould be</u>	
13.	enclosed as per Annexure-VII(a) and (b)	
	1. No of Own Vehicles	
	2. No of Hired Vehicles.	
14.	Experience certificate as per <b>clause 4.4</b>	
	(a copy should be enclosed)	
15	BANK Account Details along with IFSC Code & Address of the Bank.	
15.		
	(a copy should be enclosed) Name of the Authorized signatory	
16.	(a copy of the authorization to be enclosed)	
	(a copy of the authorization to be enclosed)	

I hereby agree to abide by terms & conditions stipulated for empanelment as gunny bales transport Contractor from West Bengal to the designated districts of concerned Zone in Andhra Pradesh. The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Name & Signature of the Applicant DATE :Address & Seal. PLACE:

#### Annexure – II

#### (To be issued on the Letterhead of CA Firm)

This is to certify that the following particular of M/s\_\_\_\_\_, PAN NO. \_\_\_\_\_\_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)
2022-23	
2023-24	

Signature

Name and Registration No. of CA Firm Name and Membership No. member certifying

Place: Date:

UDIN:

#### Annexure – III

#### <u>AFFIDAVIT</u>

 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. 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, w.r.t. Essential Commodities Act.
- ii. I or my partners or representatives were never black-listed by the A.P. State Civil Supplies Corporation/any Govt. Organization (Any State or Central) 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 with respect of offences registered in connection with Essential Commodities Act.

#### (OR)

I or my partners or representatives were black listed by \_\_\_\_\_(name of the Organization/ State / Govt.), in respect of violation of Essential Commodities Act for a period of \_\_\_\_\_ years in the year \_\_\_\_\_. The black list period is since over.

(Strike off which-ever is not applicable)

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 \_\_\_\_\_ Hence attested.

#### NOTARY

Place:	
Date:	

#### Annexure- IV

#### (To be furnished in the letter head of the banker)

#### TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s..... represented by Proprietor is having the below mentioned account with this branch since last \_\_\_\_\_ years. The dealings of the firm are satisfactory. We hereby attest the Signature of the Proprietor Mr/Ms.....

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

(Specimen Signature of Authorized Signatory) Signature attested

> Signature &Name of Branch Manager Seal

#### Annexure – V

Approximately, a total zonal wise quantity of 1,35,000 bales (one bale consisting 500 gunny bags, and each bag weighing 580grams, each bale weighing 290Kgs excluding outer packing)to be handled for one Year is detailed below:

Sl. No	Zone	District	No. Of bales
1		Srikakulam	14,590
2		Vizianagaram	9,528
3	Ι	Manyam	6,550
4		Anakapalli	595
5		Visakhapatnam	162
	Total		31,425
6		West Godavari	31,295
7		Eluru	16,119
8	II	East Godavari	14,395
9		Konaseema	11,702
10		Kakinada	6,729
Total			80,240
11		Krishna	16,376
13		NTR	3,300
14	III	Bapatla	1,637
15	111	Guntur	508
16		Palnadu	162
17		Prakasam	162
Total			22,145
18	IV	Tirupathi	595
19	1 V	SPSR Nellore	595
	Total		1,190
	Grand T	1,35,000	

The gunny bales must be transported to any district of the respective zone in Andhra Pradesh as per the requirements communicated by the Head Office from time to time. The quantity indicated above is purely provisional and likely to vary based on the Procurement targets allotted by Government of India & Government of Andhra Pradesh.

#### Annexure -VI

S. No.	District Name	Contact No.
1	SRIKAKULAM	7702003549
2	VIZAYANAGARAM	9963479142
3	MANYAM	7702003551
4	VISAKAPATNAM	7702003550
5	ANAKAPALLI	9963479148
6	ASR	9618779880
7	KONASEEMA	7799219259
8	KAKINADA	7702003535
9	EAST GODAVARI	9573365733
10	WEST GODAVARI	8977017898
11	ELURU	7702003552
12	KRISHNA	7702003540
13	NTR-VIJAYAWADA	8125616246
14	GUNTUR	7702003536
15	PALNADU	9394883360
16	BAPATLA	9963479161
17	PRAKASAM	7702003546
18	SPSR NELLORE	7702003544
19	TIRUPATHI	7702573537
20	CHITTOOR	7702003533
21	ANNAMAYYA	9885687162
22	YSR KADAPA	7702003534
23	KURNOOL	7702003541
24	NANDYALA	9949707518
25	ANANTHAPURAM	7702003532
26	SRI SATYA SAI	9160774992

#### Annexure-VII (a)

#### 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.	Date of Registration	Fitness Certificate valid up to
(1)	(2)	(3)	(4)	(5)	(6)
	National Permit Valid up to	Road Tax paid up to	Own/Hired Vehicle	If on hire, Name of actual owner	
	(7)	(8)	(9)	(10)	

The Statement should be signed by tenderer / authorized representative.

### Annexure-VII (b)

#### STATEMENT SHOWING ZONE WISE REQUIREMENT OF VEHICLES

S.No	Zone	Required number of vehicles		Total number of vehicles
		Own Hired		required
1	Ι	5	10	15
2	II	12	25	37
3	III	4	8	12
4	IV	2	4	6

\*Note:Carrying capacity of each vehicle is not less than 17 MTs.

### Annexure-VIII

<b>S1</b> .	intarive List of jute minis located in vvest bengal state.				
51. No.	Mill Name	Mill Address			
1	ADITYA TRANSLINK	9, India Exchange Place, 3rd floor			
1	PRIVATE LIMITED	,City:KOLKATAState:WB Pin:700001			
2	AGARPARA JUTE MILLS	28, B.T. ROAD ,POST : KAMARHATI			
2	LIMITED	City:KolkataState:WB Pin:700058			
3	AI CHAMPDANY INDUSTRIES LIMITED UNIT	25, PRINCEP STREET, KOLKATA-700072			
5	WELLINGTON JUTE MILLS	,City:KOLKATAState:WB Pin:700072			
		3,HAREN MUKHERJEE ROAD ,PO-			
4	AMBICA JUTE MILLS LTD	BELURMATH City:HOWRAHState:WB Pin:711202			
	ANGLO INDIA JUTE AND				
5	TEXTILE INDUSTRIES PVT	16A, BRABOURNE ROAD ,9TH FLOOR			
	LTD	City:KolkataState:WB Pin:700001			
		Survey No.: 20/2 & 21, Nerellavalasa			
	AS Jute Product Private Limited	Village, Reddipalli Village,			
6		PadmanabhamMandalam, Visakhapatnam			
		Dist. ,City:VizianagaramState:AP			
		Pin:531219			
	ATLANTA MODULAR	1, LAMB ROAD, ,1ST FLOOR,			
7	LIMITED	PURBASHREE BUILDING , AMBARI			
		City:GUWAHATIState:AS Pin:781001			
0	AUCKLAND	KANKARIA ESTATE ,6 LITTLE RUSSEL			
8	INTERNATIONAL LIMITED	STREET City:KOLKATAState:WB			
		Pin:700071			
9	Alliance Mills Lessees Ltd	18, Netaji Subhas Road ,3rd Floor			
		City:KolkataState:WB Pin:700001			
10	Andhra Pradesh Fibres Limited	Jeegiram Village, Salur ,Vizianagaram District City:SalurState:AP Pin:535591			
	BOWREAH JUTE MILLS PVT	District City:5aiur5tate:AF FIN:535591			
11	LTD UNIT BOWREAH JUTE	P.O FORT GLOSTER ,DIST HOWRAH			
	MILL	City:HOWRAHState:WB Pin:711310			
	BUDGE BUDGE COMPANY	16A, BRABOURNE ROAD ,9TH FLOOR			
12	LIMITED	City:KolkataState:WB Pin:700001			
10		5, Shree CharanSarani ,Bally			
13	Bally Jute Company Ltd	City:HowrahState:WB Pin:711201			
14	Birla Corporation Ltd Unit Birla Birla Building 9/1 R N Mukheriee Road				
14	Jute Mills	City:KolkataState:WB Pin:700001			

## Tentative List of jute mills located in West Bengal state.

15	CALEDONIAN JUTE AND INDUSTRIES LTD	18 MEHETA ROAD, CHITRAGUNJ, BUDGE BUDGE, DIST : 24 PGS (S) KOL - 700137 ,9, BIPLOBI TROILOKYA MAHARAJ SARANI (BRABOURNE ROAD) KOL - 700001 City:KOLKATAState:WB Pin:700137
		City.ROERATTIState.WDTHL700157
16	CHATTISGARH JUTE INDUSTRIES Unit of Sri Bajrang Jute Mills Pvt Ltd	Plot No. 54,Industrial Area ,BhanpuriCity:RAIPURState:CG Pin:493221
17	CHEVIOT COMPANY LIMITED	24 PARK STREET ,MAGMA HOUSE, 9TH FLOOR City:KolkataState:WB Pin:700016
18	DAAKSH JUTE LLP	220/2, Shibgopal Banerjee Lane, Ghusuri, Howrah ,City:HowrahState:WB Pin:711107
19	DALHOUSIE JUTE COMPANY	27, SIR R.N.MUKHERJEE ROAD , City:KOLKATAState:WB Pin:700001
20	EAST INDIA COMML CO LTD Unit Sri Krishna Jute Mills	GNT Road, Eluru, ,A.P City:ELURUState:AP Pin:534002
21	GANGES JUTE PRIVATE LIMITED	CHATTERJEE INTERNATIONAL CENTRE (6TH FLOOR) ,33A, J L NEHRU ROAD City:KOLKATAState:WB Pin:700071
22	GS JUTE PVT LTD	MUKUND MAJHI ROAD, RAGHUNATHPUR HOOGHLY, P.S- DANKUNI , City: State:WB Pin:712247
23	Gloster Limited	21, Strand Road ,City:KolkataState:WB Pin:700001
24	Goyal Merchants Pvt Ltd	24, N.S.Road, 4th Floor ,Kolkata-700001 City:KolkataState:WB Pin:700001
25	HOOGHLY INFRASTRUCTURE PVT LTD UNIT HUKUMCHAND JUTE MILLS	19,GHOSH PARA ROAD ,P.O HAZINAGAR City:24 PARGANAS (N) State:WB Pin:743135
26	HSB AGRO INDUSTRIES LTD	5A VALMEEK STREET, 1ST FLOOR, NEAR RITCHIE PARK, KOLKATA - 700026 ,VILL- MAZABARI, PO- RAJGANG, DIST- JALPAIGURI, WB- 735134 City:KOLKATAState:WB Pin:700026
27	JAGATDAL JUTE AND INDUSTRIES LIMITED	23A, N.S.ROAD City:KOLKATAState:WB Pin:700001
28	JAI JUTE AND INDUSTRIES LTD	KANTHAL PARA, NAIHATI ,24 PARGANAS (N) City:NAIHATIState:WB Pin:743165
29	JAIKISHANDASS MALL JUTE PRODUCTS PVT LTD	P.O. Rupsa, Dist. Balasore ,City:BalasoreState:OD Pin:756028
30	JANKALYAN VINIMAY PVT LTD PROCESSING UNIT MEGHNA JUTE MIL	10,WEST GHOSH PARA ROAD , City:JAGATDALState:WB Pin:743125

<b></b>				
01		VILL-BONDERBILL ,PO-		
31	JUTEX INDUSTRIES PVT LTD	RAGHUNATHPUR		
		City:HOOGHLYState:WB Pin:712247		
	KALIYAGANJ AGRO	18/1, MAHARSHI DEVENDRA ROAD,		
32	TRADING PVT LTD	,5TH FLOOR, ROOM NO-75,		
		City:KOLKATAState:WB Pin:700007		
33	KAMAKSHI JUTE	16A, BRABOURNE ROAD ,KOLKATA -		
55	INDUSTRIES LTD	700001 City:KolkataState:WB Pin:700001		
34	KAMARHATTY COMPANY	16A, BRABOURNE ROAD ,KOLKATA -		
34	LTD	700001 City:KolkataState:WB Pin:700001		
		29/1, STEPHEN HOUSE, 2ND FLOOR, ,4,		
35	KANKNARRAH CO LTD	B.B.D. BAGH (E), City:KOLKATAState:WB		
		Pin:700001		
		FACTORY - VILL & P.O - SIJBERIA, P.S -		
		ULUBERIA, DIST - HOWRAH, PIN-711316		
36	KANORIA JUTE AND	,HO - 4/1, RED CROSS PLACE (2ND		
	INDUSTRIES LTD	FLOOR) City:KOLKATAState:WB		
		Pin:700001		
	KESHAVA JUTE MILLS PVT	16A, BRABOURNE ROAD ,KOLKATA -		
37	LTD	700001 City:KolkataState:AP Pin:700001		
		Anand Bazar, Dhenkanal ,Fulki Nagar,		
38	Kalinga Jute products Pvt Ltd	Dhenkanal City:DhenkanalState:OD		
		Pin:759001		
	Kanknarrah Jute Private Ltd.	56E, HemantaBasu Sarani, 1st Floor, Room		
39	Unit:Naffarchandra Jute Mills	No.2 ,City:KolkataState:WB Pin:700001		
	LUDLOW JUTE AND	6,LITTLE RUSSELL STREET ,4TH FLOOR		
40	SPECIALITIES LTD	City:KolkataState:WB Pin:700071		
		V.R. Puram (Village), R.A. Valasa (Mandal),		
41	Lakshmi Ganapati Jute Mills	Srikakulam (Dist.)		
	Pvt Ltd	,City:SrikakulamState:AP Pin:532440		
<u> </u>		24(2) HARRINGTON MANSION ,8, HO		
42	M/S LOOMTEX	CHI MIN SARANI City:KolkataState:WB		
14	ENGINEERING PVT LTD	Pin:700071		
	MAHADEO JUTE AND	23A ,N.S.ROAD City:KOLKATAState:WB		
43	INDUSTRIES LIMITED	Pin:700001		
	MURLIDHAR RATANLAL	15B, HEMANTA BASU SARANI		
44	EXPORTS LIMITED UNIT	,KOLKATACity:KOLKATAState:WB		
TT	BARSHULTEX	Pin:700001		
	MURLIDHAR RATANLAL	15B, HEMANTA BASU SARANI		
45	EXPORTS LIMITED UNIT	,KOLKATACity:KOLKATAState:WB		
-10	GONDALPARA JUTE MIL	Pin:700001		
<u> </u>	MURLIDHAR RATANLAL	15B, HEMANTA BASU SARANI		
46	EXPORTS LIMITED UNIT			
40		,KOLKATACity:KOLKATAState:WB		
1	HASTINGS JUTE MILL	Pin:700001		

47	MURLIDHAR RATANLAL EXPORTS LIMITED UNIT INDIA JUTE MILL	15B, HEMANTA BASU SARANI ,KOLKATACity:KOLKATAState:WB Pin:700001
48	NELLIMARLA JUTE MILLS CO LTD	3A, SHAKESPEARE SARANI ,City:KolkataState:AP Pin:700071
49	NORTHBROOK JUTE COMPANY LIMITED	1, G.T.ROAD, CHAMPDANY ,BAIDYABATI City:HOOGHLYState:WB Pin:712222
50	New Central Jute Mills Co Ltd	C-3/6 Gillander House, 8, Netaji Subhash Road, Kolkata 700001 ,City:KolkataState:WB Pin:700001
51	PRABARTAK JUTE MILLS LTD	Room No. A9, 17th Floor, ,Chatterjee International Center, 33 A, Jawaharlal Nehru Road City:KolkataState:WB Pin:700071
52	PREMCHAND JUTE AND INDUSTRIES PVT LTD	16A, BRABOURNE ROAD ,7TH FLOOR, NEAR TEA BOARD City:KOLKATAState:WB Pin:700001
53	PREMIER DIGITAL SOLUTIONS PVT. LTD. (Unit- Howrah Mills Co.)	493/C/A, G.T.ROAD ,HOWRAH City:HOWRAHState:WB Pin:711102
54	RDB TEXTILES LIMITED LICENCEE VICTORIA JUTE WORKS	16A, BRABOURNE ROAD (6TH FLOOR), KOLKATA - 700 001 ,P.O. TELINIPARA, DIST : HOOGHLY, (PIN - 712125) WEST BENGAL City:KolkataState:WB Pin:700001
55	RELIANCE JUTE MILLS INTERNATIONAL LTD	IDEAL PLAZA (SOUTH BLOCK), 4TH FLOOR ,11/1 SARAT BOSE ROAD City:KOLKATAState:WB Pin:700020
56	SARADA JUTE MILLS PVT LTD	P-3,NEW CIT ROAD, 2ND FLOOR, KOLKATA-700073 ,PHOOL BAGAN, POST- TALGACHI, KASIM BAZAR, BERHAMPORE, DIST- MURSHIDABAD, PIN-742149 City:BERHAMPOREState:WB Pin:742149
57	SHREE GOURI SHANKAR JUTE MILLS LIMITED	16A, BRABOURNE ROAD ,5TH FLOOR City:KOLKATAState:WB Pin:700001
58	SRI SITARAMA LAKSHMI JUTE MILLS PVT LTD	PALAKHANDYAM ,RAJAMCity:SRIKAKULAMState:AP Pin:532168
59	SUNBEAM VANIJYA PRIVATE LIMITED LESSEE THE EASTERN MFG CO LTD	ALI HYDER ROAD, TITAGARH ,KOLKATACity:TITAGARHState:WB Pin:700119
60	TEPCON INTERNATIONAL INDIA LTD UNIT SHREE HANUMAN JU	70, NALINI SETT ROAD, ,City:KOLKATAState:WB Pin:700007

61	THE ANGUS COMPANY LIMITED	CHATTERJEE INTERNATIONAL CENTRE (6TH FLOOR) ,33A, J L NEHRU ROAD City:KOLKATAState:WB Pin:700071	
62	THE BARNAGORE JUTE FACTORY PLC	284, MAHARAJA NANDA KUMAR ROAD ,ALAMBAZAR (N) City:KolkataState:WB Pin:700035	
63	THE EMPIRE JUTE COMPANY LIMITED	21A, SHAKESPEARE SARANI ,15, B.T.ROAD, TALPUKUR, PO - TITAGARH, DIST-24 PARGANAS (N) City:KolkataState:WB Pin:700017	
64	THE GANGES MANUFACTURING CO LTD	CHATTERJEE INTERNATIONAL CENTRE (6TH FLOOR) ,33A, J L NEHRU ROAD City:KOLKATAState:WB Pin:700071	
65	THE HOOGHLY MILLS CO LTD	9,GARDEN REACH ROAD , City:KOLKATAState:WB Pin:700043	
66	THE NAIHATI JUTE MILLS COMPANY LIMITED	7, HARE STREET ,4 TH FLOOR City:KOLKATAState:WB Pin:700001	
67	TREND VYAPAAR LTD UNIT KELVIN JUTE MILL	24, N.S.ROAD, 1ST FLOOR , City:KOLKATAState:WB Pin:700001	
68	TRIPURA JUTE MILLS LIMITED	HAPANIA ,City:AGARTALAState:TRPin:799014	
69	The Assam Co-operative Jute Mills Ltd	Silghat ,Dist Nagaon City: State:AS Pin:782143	
70	The Calcutta Jute Manufacturing Company Limited	24/1/1 Alipore Road, 3 rdFloor ,City:KolkataState:WB Pin:700027	
71	The Mahabir Jute Mills	SahajanwaGorakhpur , City: State:UP Pin:273209	
72	UMA SPINNERS PRIVATE LIMITED	RAJESHWARIPUR, P.O MOGRA ,DIST HOOGHLY City:MOGRAState:WB Pin:712148	
73	VIJAI SHREE PVT LTD UNIT FORT WILLIAM JUTE MILL	47 & 48 R.N.R.C.GHAT ROAD ,SHIBPUR City:HOWRAHState:WB Pin:711102	
74	WEAVERLY JUTE MILLS PVT LTD	117, WEST GHOSH PARA ROAD, SHYAM NAGAR, P.O AUTHPUR, 24 PGS (N) ,City:SHYAMNAGARState:WB Pin:743128	
75	WINSOME INTERNATIONAL LTD Unit RAMESHWARA JUTE MILLS	16A BrabourneRoad,(5th floor), City:SAMASTIPURState:BH Pin:700001	

#### Annexure- IX

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

#### TO WHOM SO EVER IT MAY CONCERN

Sl. No.	Work Order Reference Number	COMMODITY	QUANTITY	RATE	AMOUNT
		al - Salar			

The copies of work order referred above are enclosed.

Certified that, the above particulars are verified with Income tax returns/ GST returns and are found to be his order.

Date:

Signature & seal of Practicing CA

Place: Date: UDIN:

> Sd/-VC & MANAGING DIRECTOR

//f.b.o//

MANAGER (PROCUREMENT) HEAD OFFICE :: APSCSCL

45

