ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A State Government Undertaking)



REQUEST FOR PROPOSAL

Empanelment and Appointment of suppliers for supply of 25kg PP bags for packing of MDM rice

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

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

TENDER DETAILS

S.No	Item	Description	
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.	
2	Circle/District	14 Districts in Andhra Pradesh	
3	Tender Number	Tender Reference No: Stg/ PP Bags/2024 dated: .04.2025	
4	Tender Subject	Empanelment and Appointment of suppliers for supply of 25kg PP bags for packing of Rice to be distributed under MDM.	
5	Period of Contract	One Year	
6	Form of Contract	Rate contract	
7	Tender Type	Open	
8.	Tender Category	Products	
9	EMD	As mentioned in point no.5 of the RFP	
10	Quantity	66,50,000 PP bags	
11	Number of schedules	01	
12	Bid validity	90 days from the date of opening of bids on the NeML Platform	
13	Bid Document Downloading Start Date	16.04.2025 from 10.00 am	
14	Bid Document Downloading End Date	28.04.2025 at 2.00 p.m	
15	Last date and time for receipt of	28.04.2025at 5.00 p.m	

	online Bids		
16	Auction Date and Time	30.04.2025 from 10.30 a.m onwards	
17	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.	
18	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007	
19	Contact Details/ Telephone, E-Mail ID	Manager(Storage) Mobile No: 7093501314, Land Line phone: +91-866-2551912, e-mail ID: pdsho.apscsc@ap.gov.in	
20	Eligibility Criteria	As specified in point no.2 of RFP.	
26	Procedure for Bid Submission	As specified in point no.4 of RFP.	
27	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

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Empanelment and Appointment of suppliers for supply of 25kg PP bagsfor packing of the rice to be distributed under MDM

The Andhra Pradesh State Civil Supplies Corporation Ltd. (APSCSCL) is the State Nodal Agency designated by the Government of Andhra Pradesh for the procurement of Rice under DCP operations and utilize the same for various welfare schemes. The Corporation is entrusted with the responsibility of procurement, storing and transporting stocks under the Public Distribution System (PDS) and various other Welfare Schemes.

Given the multiple stages involved in the procurement and handling of rice before its final delivery to schools under the Mid-Day Meal (MDM) scheme, the Corporation has decided to implement a comprehensive tracking mechanism to ensure both quality and quantity control. In this regard, it is decided to pack fine quality rice in 25kg approved PP(Poly Propylene woven & Non-woven Sandwich Lamination)bags. Hence, it is required to procure PP bags for packing of 25kg rice.

1. SCOPE OF WORK:

- i. The estimated annual requirement of PP bags (25kg capacity) is approximately **66,50,000**. The empanelled/appointed suppliers must ensure timely delivery in accordance with the movement orders issued by the respective District Civil Supplies Managers.
- ii. District-wise indicative quantities are provided in **Annexure-IV**. However, the quantities mentioned for each district are subject to variation based on actual requirements and demands as raised by the Corporation from time to time.
- iii. Specifications of the PP Bags(PP woven & Non-woven Sandwich Lamination) are as follows:

S. No	Parameter	Tolerance Limits	Pillow type PP Woven bags with BOPP lamination 25 kg
	Inside the bag		
1	Length (CM)	+ 2 CM/- 1 CM	69.5

2	Width (CM)	+2CM/-1 CM	38	
3	Gusset Width (CM)	+2CM/-1 CM	11	
4	Avg. Bag Weight (Gms)	Minimum	100	
5	Fabric Mesh (Tight Weaving)		10*10 or 12*12	
6	Ends/DM	± 2	40	
7	Picks/DM	± 2	40	
11	Avg. Breaking strength Length Way – (N) Min.	Minimum	687	
12	Avg. Breaking strength Width way - (N) Min.	Minimum	687	
13	Avg. Breaking strength of seam/ Patch(N) Min.	Minimum	324	
14	Breaking strength of fabric after exposing to UV radiation and weathering	Minimum	50% of original strength	
15	Elongation %		15-25	
16	Ash content (%)	Maximum	2.2	
	Outside the Bag	(Non Woven Fabric)		
17	Non Woven fabric color		Milk white	
18	Printing		Offset	
19	Punch hole		Punch hole at the top of right corner	
Packing				
19	Number of Bags per bundle	-	50	
20	Number of bundles per bale	-	10	
21	Number of bags per bale	-	500	

^{*} Stitching – Double fold stitching with 10mm gap with multifilament or 1000d PP yarn

2. <u>ELIGIBILITY / PREQUALIFICATION CONDITIONS</u>:

i. The Bidder must own a manufacturing unit for manufacturing sandwich PP bag (outside Non woven and inside woven) and should have been actively engaged in the business of manufacturing of PP bags for a minimum of the past three (3) years.

- ii. The Bidder should have an average annual turnover of not less than ₹4.70 crore during the last three (3) financial years.
- iii. The bidder must have experience of supplying 15 lac PP bags of any size in any one year during immediate preceding 7 years to any State / Central government or its agencies.
- iv. The Bidder should not have been blacklisted, debarred, or convicted for any offence under any State or Central Act, including but not limited to the Essential Commodities Act, or any criminal offence under the Indian Penal Code.
- v. The Bidder must submit the following documents as proof of eligibility:
 - a) GST Registration Certificate
 - b) Permanent Account Number (PAN)
 - c) EMD payment details
 - d) Audited Annual Financial Statements for the last three (3) financial years
 - e) Work/Supply Orders for at least 20 lakh PP bags during past three years.
- vi. The Bidder shall submit an affidavit on ₹100 non-judicial stamp paper, duly notarized, stating that:
 - a) The firm has not been prosecuted for violation of any laws/rules/orders under the Essential Commodities Act or any other applicable laws; and
 - b) The firm has not been blacklisted by any Government Department/Agency or Organization for non-performance of contractual obligations.

3. Registration Process and Fee Details

i. How to Apply

- a) The application form, along with terms and conditions and relevant annexures, can be downloaded from www.neml.in
- b) Please Note: Requests for sending the application form via post or courier will not be entertained.

ii. All applicants are required to pay a registration fee of ₹5,900 (inclusive of ₹5,000 + 18% GST) along with the submission of required documents. The registration fee shall be directly transferred to one of the NCDEX e-Markets Ltd. (NeML) bank accounts listed below:

Bank Name	Account Name	Account Number	IFSC Code	Branch
HDFC Bank	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort
Axis Bank	NCDEX e Markets Ltd	004010202176820	UTIB0000004	Fort
State Bank of India	NCDEX e Markets Ltd	30760958792	SBIN0011777	Fort

Note:

Existing members of NeML (TCM/CP) who have already renewed their membership for the financial year 2025-26 are exempted from paying the registration fee. However, they are required to resubmit all relevant documents and a notarized affidavit.

- iii. **Further Information & Support:** Interested applicants seeking more information regarding enrolment on the NeML platform may:
 - Visit: www.neml.in
 - Contact the NeML **Customer Service Group** at:

Phone: (022) 66473153 / 54

o Email: askus@neml.in

4. SUBMISSION AND EVALUATION OF APPLICATION:

- i. The completed technical bid, along with all supporting documents, financial bid, and Earnest Money Deposit (EMD), must be submitted to the NeML on or before 28.04.2025 at 02.00 P.M. Physical submission of tenders is strictly prohibited and will not be accepted under any circumstances.
- ii. The financial bid must be inclusive of all incidental costs, including but not limited to taxes, insurance, packing, and transportation charges for delivery to designated locations in the concerned districts.
- iii. Technical bids without the prescribed EMD will be summarily rejected and excluded from the evaluation process.
- iv. Late submissions will not be considered. However, APSCSCL reserves the

- right to extend the submission deadline. Any such extension will be communicated through a circular/corrigendum posted on www.apscsc.gov.in and the NeML portal.
- v. NeML will evaluate technical bids based solely on the documents submitted as part of the technical tender submission.
- vi. Technically qualified bidders will be permitted to participate in the e-Reverse Auction, scheduled to be held on 30.04.2025.
- vii. Bidders are solely responsible for checking the auction schedule on the official websites. Reliance on alternate sources of information is at the bidder's own risk.
- viii. The financial bid shall be quoted in Rupees per PP bag.
 - ix. Bidders may revise their bids multiple times before the closing time of the e-Reverse Auction, provided the revised bids are lower than the previous ones.
 - x. The auction platform will not accept any upward revision in bids. If a higher bid is submitted, it will be rejected, and the last valid lower bid will prevail.
 - xi. In the event that a bid is placed within the last 3 minutes prior to the scheduled closing time of the e-Reverse Auction, the auction duration shall be automatically extended by an additional 5 minutes beyond the original closing time. A maximum of three (3) such extensions shall be permitted during the auction session.
- xii. In the event of a tie in the lowest bid, the bidder who placed the lowest bid first on the e-Reverse Auction platform will be given preference and declared the lowest.
- xiii. The minimum bid decrement (tick size) shall be ₹0.01 (One Paise only) per PP bag.
- xiv. Any change in taxes, duties, levies, or statutory charges shall be borne entirely by the bidder. No request for price enhancement due to such changes will be entertained by the Corporation.
- xv. Registered bidders will not receive individual intimation regarding the e-Reverse Auction schedule. However, they may contact the APSCSCL Head Office, Vijayawada, for relevant information.
- xvi. All bids submitted during the e-Reverse Auction shall remain valid for a minimum of 90 (Ninety) working days from the date of the auction.
- xvii. The results of the e-Reverse Auction, once approved by APSCSCL, shall be binding on all participating bidders. No withdrawal or cancellation of bids will be entertained. Failure to accept the contract will result in forfeiture of

- EMD and blacklisting for three (3) years. The decision of the Vice Chairman & Managing Director, APSCSCL, in this regard, shall be final and binding.
- xviii. Any bid submitted using the bidder's User ID and Password shall be considered a legally binding offer. Bidders are responsible for maintaining the confidentiality of their login credentials and are advised to change passwords regularly to prevent unauthorized access.
- xix. APSCSCL shall not be responsible for technical issues such as power failure, server downtime, internet disruptions, or bandwidth issues during the e-Auction. In case the e-Auction cannot be held as scheduled, it will be rescheduled, and the revised date will be published on the official websites.
- xx. The following documents together shall constitute the contract between APSCSCL and the successful bidder:
 - a) Terms and Conditions of the RFP
 - b) Financial Bid of the successful bidder
 - c) Letter/Email of Acceptance issued by APSCSCL
 - d) Any amendments issued prior to signing of the agreement
- xxi. The successful bidder will be notified of acceptance through official communication (Letter/Email). APSCSCL reserves the right to accept or reject any or all tenders without assigning any reason.
- xxii. In case of any indication of cartelization, APSCSCL reserves the right to reject such bids and forfeit the EMD.
- xxiii. If any information submitted by the bidder is found to be false or misleading at any stage, APSCSCL reserves the right to disqualify or terminate the contract immediately, without prejudice to any legal remedies available.
- xxiv. APSCSCL reserves the right to recover any tax, interest, penalty, or litigation cost arising in the future due to non-compliance with GST provisions by the bidder/service provider.

5. EARNEST MONEY DEPOSIT(EMD):

- i. Each bidder is required to deposit 2.50% of the total value of the proposed supplies as Earnest Money Deposit (EMD), along with the technical bid.
- ii. The EMD shall be remitted through Net Banking/ NEFT/ RTGS. The transaction details must be entered at the time of submission of the technical tender.
- iii. Bidders can participate in the tender only if they agree that any change or

- withdrawal of their offer after conclusion of e-auction will lead to forfeiture of the EMD. The Corporation also reserves the right to claim additional losses, if any. Such bidders will also be banned from future tenders for three (3) years.
- iv. The EMD will be refunded to all unsuccessful bidders within fifteen (15) days from the date of issuance of the acceptance letter to the successful bidder, after submission of the Security Deposit.
- v. In case a tender is disqualified during technical evaluation, the EMD shall be refunded within fifteen (15) days from the date of disqualification.
- vi. No interest shall be payable on the EMD amount under any circumstances.

6. SECURITY DEPOSIT:

- i. Upon receiving the Letter of Acceptance from APSCSCL, the successful bidder must deposit a Security Deposit (SD) equal to 10% of the order value, after adjusting the EMD already paid, within 7 (seven) working days via electronic transfer to the bank account of Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL).
- ii. The 2.50% EMD already paid to NeML will be adjusted towards the Security Deposit. The full Security Deposit will be refunded only after successful completion of the contract, subject to all obligations being fulfilled.
- iii. If the successful bidder fails to remit the Security Deposit after receiving the acceptance letter, the Corporation reserves the right to:
 - a) Terminate the contract,
 - b) Forfeit the EMD, and
 - c) Appoint an alternate supplier.
- iv. Any losses or damages incurred by the Corporation due to the bidder's failure will be recovered from the bidder, in addition to forfeiting the EMD. The bidder will also be blacklisted from participating in APSCSCL tenders for a period of three (3) years.
- v. The Security Deposit will be returned only upon:
 - a) Completion of the contract.
 - b) Fulfillment of all contractual obligations.
- vi. Any claims or dues pending with the Corporation will be deducted from the Security Deposit before refund.
- vii. No interest shall be paid on the Security Deposit under any circumstances.

7. EXECUTION OF AGREEMENT:

- i. The successful bidder must execute an agreement on ₹100/- non-judicial stamp paper within seven (7) days from the date of remitting the Security Deposit, to confirm acceptance of all contractual obligations as specified by APSCSCL.
- ii. Failure to execute the agreement within the stipulated time will result in forfeiture of the EMD/Security Deposit. Additionally, APSCSCL reserves the right to recover any losses incurred due to re-tendering or alternative procurement, and the bidder will be liable to pay such losses on demand.
- iii. No alterations to the prescribed agreement format will be accepted. Any such changes will be treated as non-submission of the agreement and a violation of tender terms.

8. ORDER FOR SUPPLIES:

- i. The successful bidder will receive supply orders/indents from APSCSCL. These orders will be issued only after the successful bidder deposits the prescribed Security Deposit into the Corporation's account.
- ii. APSCSCL does not guarantee any minimum quantity for supply. Orders will be placed based on actual requirements of the respective districts, and successful bidder must fulfill the ordered quantities as per district-specific demands across Andhra Pradesh.
- iii. Excess quantities beyond the specified supply order will not be accepted or paid for. Supplies must strictly adhere to the quantity and timelines mentioned in the indents/ Movement Orders. The successful Bidder is obligated to fulfill such orders and deliver PP Bag as per the prescribed specifications.
- iv. The ordered quantity must be delivered as per the timelines mentioned in the Movement Order. Timely delivery is critical, and failure to adhere to the schedule will attract penalties as mentioned in point no.11.
- v. If the supplied materials are found to be non-compliant with specifications, they will be rejected, and the supplier must replace them within one week.
- vi. In case of non-supply or delayed supply, APSCSCL reserves the right to procure the stock from alternate sources or re-initiate an e-Reverse Auction. Any additional cost incurred will be recovered, if any, from the defaulting supplier.
- vii. Violation of any clause in the terms and conditions will be considered as breach and necessary action will be initiated.

- viii. The Security Deposit and EMD will be refunded to the successful bidder upon request, after the successful completion of the contract or extended period, subject to satisfactory performance as per the tender terms.
 - ix. If a successful bidder fails to accept the supply order/indent within 7 days from the declaration of auction results, the EMD will be forfeited, and the bidder will be blacklisted from future auctions for 3 years.
 - x. Any default in supply—whether in quantity, quality, or delivery timeline—will result in forfeiture of the Security Deposit.
 - xi. If, at any point during the contract, the successful bidder is found to have colluded with or partnered with any blacklisted firm, the Security Deposit will be forfeited.

9. TERMS AND CONDITIONS OF DELIVERY:

- i. APSCSCL reserves the right to conduct a pre-dispatch inspection of the stock at the bidder's premises, either through its technical staff or a certified third-party quality assurance agency appointed by APSCSCL.
- ii. The supplier must submit a daily report to both the District Officer and the APSCSCL Head Office, indicating the quantity of PP bagssupplied and the delivery destinations. This report should be sent via email every day.
- iii. The successful bidder must take adequate precautions to prevent any damage or deterioration of PP bagsduring storage or transportation.
- iv. The design printed on the PP bagsshould not fade within six months.
- v. The successful bidder is also responsible for insuring the stock in transit at their own cost.
- vi. The successful bidder shall bear the cost of transportation and deliver the PP bags to the respective locations in concerned Districts.
- vii. APSCSCL reserves the right to increase or decrease the order quantity based on actual requirements and the successful bidder shall be abide to it.
- viii. The contract period is one year, and may be extended at the sole discretion of the Vice Chairman & Managing Director, APSCSCL, on the same terms, conditions, and rates for another period of three months. The decision of the VC & MD shall be final and binding.

10. TERMS OF PAYMENT:

i. Upon successful and timely delivery of the ordered items, APSCSCL will release payment to the successful bidder's registered bank account through

- electronic fund transfer (EFT) every month. No advance payment shall be made during the contract period.
- ii. Payment will be made only for the quantity accepted at the designated delivery locations.
- iii. At the time of submission of claim online, the successful biddermust upload/submit the following documents:
 - a) Tax Invoice
 - b) Delivery Challan
 - c) District wise, Movement Order wise, truck wise delivery details (including Truck Number, Invoice Number, Date, and Quantity)
 - d) Acknowledgement of the MLS Point Incharge
- iv. Final payment will be processed only after confirmation of receipt of the entire quantity by the concerned districts every month.

11. PENALTY ON DEFAULT/EXTENSION OF TIME:

- i. The ordered quantity must be delivered as per the timelines mentioned in theMovementOrder. Timely delivery is critical, and failure to adhere to the schedule will attract penalties as follows:
 - o delay up to 7 days 0.4% penalty on the value of delayed Quantity.
 - o delay up 8 to 15 days 1% penalty on the value of delayed Quantity.
 - $_{\odot}$ delay up 16 to 30 days 1.50% penalty on the value of delayed Quantity.
 - delay morethan 30 days Contract termination, forfeiture of the security deposit, and blacklisting for 6 months.
- ii. However, in exceptional cases, if the successful bidder can clearly prove that the delay was due to uncontrollable circumstances, the VC & Managing Director may grant an extension at their sole discretion.
- iii. Partial supply of the ordered quantity is not permitted. In case of short supply, the Security Deposit will be forfeited and the successful bidder will be blacklisted.
- iv. If the successful bidder fails to supply within the stipulated time, APSCSCL reserves the right to:
 - a) Cancel the remaining order for the unsupplied quantity
 - b) Procure the balance quantity from alternate suppliers or through a limited

tender/e-reverse auction

- c) Recover any financial loss from the defaulting successful bidder. If the alternate procurement cost is lower, the benefit will not be passed on to the defaulting bidder.
- v. APSCSCL reserves the right toDemand compensation from the supplier for any loss, damage, or third-party claims arising from negligent or inferior quality supplies. The decision of the VC & MD will be final and binding.
- vi. The VC & MD holds the ultimate authority in deciding the extent of penalty or recovery, keeping in mind the stock position and future supply needs in the larger interest of the Corporation.
- vii. At any stage of the tender, if the successful bidder defaults, APSCSCL may forfeit the EMD, Security Depositand blacklist the firm from future participation.
- viii. The quality of PP bagswill be assessed against the prescribed specifications. Samples from each truckload may be sent to designated labs for quality testing. If the sample fails to meet the standards, penalty will be imposed on the entire quantity delivered by that truck in the concerned district.
 - ix. Any stock that does not conform to the required specifications will be rejected outright and will also attract penalties as outlined above.

12. CANCELLATION OF AGREEMENT:

- i. If the successful bidder violates any terms or conditions of the agreement, APSCSCL reserves the right to cancel the agreement. In such cases, the Corporation is also entitled to recover any losses incurred due to the cancellation or termination of the contract.
- ii. If the Government scheme under which this agreement is executed is discontinued, revised, or modified due to any decision by the State or Central Government, or if APSCSCL suspends, revises, or alters the procurement process, the agreement will either automatically terminate or continue in part as applicable. In such situations, the successful bidder shall not be entitled to claim any compensation, nor shall they initiate any legal proceedings against APSCSCL for losses arising from such changes.

13. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the successful bidder 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 successful bidder 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 successful bidder 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 successful bidderdo not amount to force majeure, then successful bidder shall not be entitled to plead the same and or claim any relief under this clause.

14. OBSERVANCE OF LAW:

The bidder shall strictly comply with all applicable laws, rules, regulations, and government orders issued by the Central or State Government, as amended from time to time. The bidder shall be solely responsible for any legal or penal consequences arising from non-compliance or violation of such laws or directives, and APSCSCL shall bear no liability in this regard.

15. <u>COMPLIANCE WITH DIRECTIONS</u>:

The bidder shall strictly adhere to all instructions and directions issued from time to time by the Vice Chairman & Managing Director (VC & MD) of APSCSCL in the course of executing responsibilities under this Tender.

16. **VOLUME OF WORK:**

No specific volume of work is guaranteed under this contract during its validity period. Any contract that may arise pursuant to this agreement shall be strictly governed by the terms and conditions outlined in the Tender Document, including the General Information to the Service Provider and the accompanying Annexures. It must be clearly understood by the bidder that the Corporation does not commit to any minimum quantity of work or orders, and the volume of work will depend solely on actual requirements.

17. <u>DISPUTE RESOLUTION/ARBITRATION:</u>

- i. In case of any disputes relating to successful bidder 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.21.1, 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 supply of PP Bags 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 Vijayawada and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
- iv. 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.
- v. 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 Arbitration and Conciliation Act, 1996.
- vi. The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

18. MISCELLANEOUS:

i. Amendment:

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

ii. Assignment:

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

iii. 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.

iv. Entire Agreement:

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

v. <u>Independent Relationship:</u>

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.

vi. Notice:

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

vii. Severability:

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

viii. Successors and Assigns:

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

ix. Waiver:

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

19. INDEMNITY:

The successful bidder shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the

Successful bidderor its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

20. CORRUPT PRACTICES:

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

21. **JURISDICTION**:

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

Sd/-

VC & Managing Director

// f.b.o.//

Manager (Storage)

16 4 25°

ANNEXURE-I

APPLICATION FOR APPOINTMENT OF PP BAGSUPPLIER

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

1	Name of the Bidder	
2	Registered Address	
3	Communication Address	·
4	Phone No & E-mail ID	
5	EMD Amount paid and payment Details	
6	Copy of the address proof of the firm either certificate of registration or certificate of incorporation issued by the concerned authority	
7	Bank account details of firm along with IFSC code, Branch details, address in the letter head of the firm and certified by the concerned banker.	
8	In case of partnership firm or Co-operative or Corporate, furnish a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association as the case may be.	
9	In case of Co-operative/corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the tender process should be furnished.	
10	Attested copies of previous experience in supply of PP Bags to any state/central agency (copy of experience certificate /copy of supply/work orders etc.) attested by Chartered Accountant.	

11	Copy of turnover (manufacturing/supply of PP Bags during the last three financial years – minimum annual turnover should not be less than Rs. 4.70 Crore in a financial year for last three financial years) duly certified by the Chartered Accountant: FY 2020-21 FY 2021-22 FY 2022-23	
12	Copies of audited balance sheet, P&L account for last three years certified by Chartered Accountant: FY 2020-21 FY 2021-22 FY 2022-23	
13	Copy of PAN given by the IT Department	
14	Copy of the Registration Certificate under GST	
15	Affidavit duly notarized to the effect that the applicant or any of the partners or company was never black-listed or convicted by court of law.	

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

I)	a	t	e	:

Name & Signature of the Supplier

Place:

Address & Seal

ANNEXURE-II AFFIDAVIT

Ι	S/o	aged years,
Occupation	R/o	Dist. do hereby
solemnly affirm and	state on oath as follows:-	
That I am the	e Deponent herein and well c	onversant with the facts of the
Affidavit.		
I or my partne	ers or representatives have no	past or present cases with the
Police/Vigilance of C	S Dept./ Vigilance and Enforce	ement Dept., Govt. of A.P./Govt.
of India.		
I or my partn	ers or representatives were nev	ver black-listed by the A.P. State
2 1	-	on at any time or involved in
	in case under EC Act.	
		the best of my knowledge and
	ed above are true and correct to	the best of my knowledge and
belief.		
		DEPONENT
Attestation:		
agreed to have unde		explained to the Deponent whong true and signed before me on sted.
	NOTARY	
Place:		
Date:		

ANNEXURE-III

FINANCIAL BID

Schedule	Bid Quantity	Bid price in Rupees per PP Bag
Schedule 1	66,50,000	

ANNEXURE-IV

Tentative Requirement of 25kg PP Bags

S.No	District	Tentative PP Bags Required
1	Srikakulam	351000
2	Vizianagaram	260000
3	PVP Manyam	300000
4	Kakinada	1485000
5	Eluru	370000
6	Krishna	305000
7	Palnadu	401000
8	Bapatla	486000
9	Nellore	280000
10	Sri Balaji	783000
11	Kadapa	261000
12	Nandyala	290000
13	Kurnool	430000
14	Ananthapur	648000
	Total	6650000

ANNEXURE- V

A List of APSCSCL Officials in Head Office		
S. No	Head Office	Mobile No
1	Manager (Storage)	7093501314
B List of APSCSCL Officials in Various Districts		
		District Civil Supplies
S. No	District	Manager Mobile
	`	Number
1	Srikakulam	7702003549
2,	Vizianagaram	9963479142
3	Visakhapatnam	7702003550
4	East Godavari	8096480340
5	West Godavari	9963479154
6	Krishna	7702003540
7	Guntur	9963479161/7093501314
8	Prakasam	7702003546
9	Nellore	7702003544
10	Kadapa	7702003534
11	Kurnool	7702003541
12	Ananthapur	7702003532
13	Chittoor	7702003533
14	Manyam	7702003551
15	Anakapalli	9963479148
16	Alluri Seetharama Raju	9618779880
17	Kakinada	7702003535
18	Konaseema	9963479151/7396914280
19	Eluru	7702003552
20	NTR/VJA	9989259264
21	Bapatla	7702003536
22	Palnadu	9394883360
23	Annamayya	9963479179
24	Nandyala	7032908515
25	Puttaparthi	9160774992
26	Tirupathi	7702573537

Sd/-

VC & Managing Director

// f.b.o.//

Manager (Storage)

of west