



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

**REQUEST FOR PROPOSAL**

**FOR APPOINTMENT OF STAGE I - TRANSPORT CONTRACTOR FOR  
PUTTAPARTHI DISTRICT FOR TRANSPORTATION OF FOOD GRAINS, PULSES  
OR ANY OTHER COMMODITY FOR THE PERIOD 2023-2025 (UPTO 31.03.2025)**

**By AP State Civil Supplies Corporation Limited through**  
**NCDEX e Markrt Limited (NeML)-Portal**

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

Phone Nos: 0866 2551912

Web site: [www.apscscl.in](http://www.apscscl.in)

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

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

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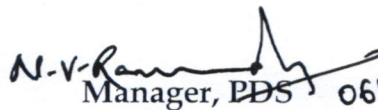
**TENDER DETAILS**

| Sl. No | Item  | Description   |
|--------|---|---|
| 1      | Department Name                                       | Andhra Pradesh State Civil Supplies Corporation Ltd.,   |
| 2      | District  | Puttaparthi District in Andhra Pradesh  |
| 3      | Tender Subject  | Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for appointment of Stage I transport contractor for Puttaparthi District for transportation of Food grains, Pulses or any other commodity, for the Period 2023-2025 up to 31.03.2025             |
| 4      | Period of Contract                                    | 2023-2025 Upto 31.03.2025   |
| 5      | Form of Contract                                      | Price Quoted  |
| 6      | Tender Type   | e - Reverse auction   |
| 7      | Tender Category                                       | Transportation  |
| 8      | EMD amount  | 2.795%  |
| 9      | EMD – Mode of Payment                                 | The registered Tenderer need to deposit an amount as mentioned in the Annexure- 6 towards EMD in to their NeML Escrow account to participate in the e auctions by way of RTGS/NEFT Transfer   |
| 10     | No. of Schedules                                      | 01  |
| 11     | Bid validity  | 90 days from the date of e-reverse auction  |
| 12     | Transaction Fee (Non-Refundable)                      | <b>Transaction fee:</b> The transaction charges payable by the successful bidder to NeML will be calculated on the estimated contract value. The transaction charges of 0.25% plus GST (18%) will be on estimated contract value and will be adjusted from EMD amount (2.795%). |
| 13     | Bid Document Download start date                      | <b><u>07.06.2023</u></b>  |
| 14     | Last Date and Time for receipt of Technical Documents | 17.06.2023 upto 5.00 PM   |
| 15     | e- reverse auction date                               | Schedule enclosed   |
| 16     | Tender Inviting Authority                             | Vice Chairman and Managing Director   |

|    |                              |  |
|----|------------------------------|--|
|    |                              | (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.   |
| 17 | Address                      | Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007  |
| 18 | E-Mail ID                    | e-mail ID: pdsho.apscsc@ap.gov.in  |
| 19 | General Terms and Conditions | Other terms and conditions as embodied in the Tender Documents.<br>Any clarifications can be referred to by e-mail: pdsho.apscsc@ap.gov.in |

Sd/-  
VC & MANAGING DIRECTOR

//f.b.o//

  
 Manager, PDS 06/06/2022  
 APSCSCL::HO

**Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for appointment of Stage I transport contractor for Puttaparthi District for transportation of Food grains, pulses or any other commodity for the Period from 2023-2025 up to 31.03.2025**

**1. OBJECTIVE:-**

- i. Andhra Pradesh State Civil Supplies Corporation Limited invites online Tenders for Puttaparthi District for transportation of Food grains, Pulses or any other commodity as entrusted by Government from time to time under various schemes from various Buffer Godowns/FCI depots to the MLS Points within the district or any other work as entrusted by the Corporation from time to time for the Period up to 31.03.2025. The quantity likely to be transported per month is herewith annexed and may vary depending on the allotment of GoI and GoAP every month.
- ii. Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) has entrusted NCDEX e Markets Limited (NeML) to invite tenders and conduct e-reverse auction on behalf of APSCSCL Ltd from eligible transporters for providing transport services and other related services as may be specified by the Corporation from time to time.

**2. SCOPE OF WORK:-**

- i. Transportation Services shall mean Transportation of Food grains i.e., Rice / Sugar / Pulses / Oilseeds / Edible Oil etc. from APSCSCL Buffer Godowns/FCI depots to MLS Points operated by APSCSCL within the district or any other work as entrusted by the Corporation from time to time for the Period 2023-2025 up to 31.03.2025.
- ii. The tenderer shall get acquainted of the nature of transportation and with the conditions of route in the concerned district for transportation of food grains etc. Once the tender is submitted, the tenderer will be deemed to have fully acquainted himself with the routes and he will not be entitled for any compensation on account of road blockade, diversions etc. on the route.
- iii. The tenderer shall make available, the number of vehicles required at the premises of the Buffer Godowns as per the Movement Order issued by the Corporation.
- iv. The Corporation is implementing the Vehicle Tracking System in all the Districts in order to monitor the movement of Essential Commodities under Stage-I to avoid any diversion. The Functional GPS Devices shall be provided by the Supplier cum service provider appointed by the APSCSCL on rental basis. The Stage-I Contractor have to necessarily get their Vehicles (Own & Hired also) installed with the Functional GPS Devices at their own cost for implementation of GPS Vehicle Tracking System.

- v. Transportation of stocks from the Buffer Godowns/FCI depots to MLS Point of APSCSCL is indicative. The tenderer shall undertake such other related activities as and when required from time to time as per the orders received from the Govt. of AP.
- vi. The procedure and registration of transporters, terms and conditions may be amended if necessary prior to conduct of e-auction. Details of such amendments will be uploaded in the website [www.apscscl.in/](http://www.apscscl.in/) [www.neml.in](http://www.neml.in) for the information of the participants.

### **3. VOLUME OF WORK:-**

- i. No definite volume of work to be performed can be guaranteed during the currency of the contract. The particulars given in the Annexure-7 are intended merely to give the Tenderers an idea of the approximate quantum of work so as to help in making their own assessment for quoting the rates in accordance with the conditions of the Contract, the quantum of work may increase or decrease. It should be clearly understood that no guarantee is given that all the items of work as shown in the Annexure-7 of the tender will be required to be performed.
- ii. The Contract, if any, which may arise from this tender, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Tenderer and as given in the Annexures and appendices to this tender.
- iii. The APSCSCL is interested in implementing route optimization in Andhra Pradesh state as per the instructions issued by GoI so as to minimize the transportation expenditure. In such case, if the stage I transportation i.e., from Buffer Godowns to MLS Points is stopped, then the contract will automatically come to an end for which transport contractor is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.
- iv. Inter District Transportation:
  - a) In case of Inter District Transportation of stocks, the receiving district Stage I transport contractor shall under take the Stage-I movement from the dispatch district to the receiving district with the lowest approved rate among the Source district and receiving district.
  - b) In case, if the Stage I transport contractor of receiving district expresses his unwillingness to take up the Inter District Stage-I movement at the lowest approved rate as mentioned in the above clause, then the work shall be entrusted to the Stage I transport contractor of Source/dispatch district with the lowest approved rate among the Source district and receiving district



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

#### **4. ELIGIBILITY / PREQUALIFICATION CONDITIONS:-**

- i. Tenderer should have total Turn Over of Rs.4,00,00,000/-(Rupees Four Crores only) and above in any of the immediate preceding five years as certified by the Chartered Accountant. Unless this clause/condition is satisfied, further evaluation of the bid will not take place.
- ii. Tenderer should have experience and should have executed at least Rupees Fifty Lakhs (Rs.50,00,000/-) of contracts in Rake Handling and / or Transportation duly obtained from the PSU / Govt. Dept. / Public Ltd. Company / Private Ltd, Company dealing in the field of Food grains/Food products in any of the immediate preceding five years. Such experience certification should be done by ONLY State Head.
- iii. Tenderer without the requisite experience in the field as mentioned in clause 4(ii) may also participate subject to providing an undertaking that an additional Performance Guarantee in the form of Bank Guarantee of 10% of the contract value from Public Sector Banks or Reputed Private Sector Banks acceptable to APSCSCL.
- iv. If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
- v. The period for the purpose of experience will be taken as financial year -1<sup>st</sup> April, to 31<sup>st</sup> March, for a quantum of minimum Rupees Fifty Lakhs (Rs.50,00,000/-) in any single year.
- vi. Tenderers should have at least 15 trucks of not less than 17 Mts capacity each (owned / hired). Out of this, minimum 05 vehicles should be owned by the tenderer and the remaining 10 vehicles can be owned or hired to participate in the tender for concerned district. In case of hired vehicles, the tenderer should furnish hire agreement with the owners for a minimum period of Two years upto 31<sup>st</sup>



March, 2025 otherwise they are not eligible to participate in tenders. Trucks involved under EC Act/diversion cases and/ or other trucks belonging to their owners should not be hired. Vehicle details should be furnished in the Tender form. Tenders found without vehicle details and / or copies of the vehicle RC Books along with copy of valid RTA permits stands automatically disqualified.

- vii. The successful Tenderers have to utilize his/ her/their own and hired vehicles which were declared in tenders for transportation of food grains under Stage I in addition to engaging other vehicles as and when required without fail.
- viii. In case of extension of contract period the contractor should submit the hire agreement for the extended period also.
- ix. Tenderers should offer separate vehicles for each district, in case they are applying for more than one district. In case if same lorries are offered in more than one district, if such a bidder is L1 in more than one district, Corporation reserves the right to select the district for which he will be confirmed L1 on completion of auction.
- x. The vehicles already engaged in any other contractual agreement with APSCSCL/any other Government/Private agency shall not be permitted.
- xi. The existing Stage-I contractors shall submit the Clearance Certificate from Vigilance & Enforcement authorities that, the contractor/firm is not blacklisted
- xii. The existing Stage- I contractor shall submit satisfactory certificate from the Joint Collectors & EOEDs of the concerned districts on the following points and have to submit at the time of new tender process:
  - a) The Contractor is not involved in any diversion case.
  - b) Transported the food grains within the stipulated time without any delay.
  - c) Arranged sufficient vehicles during the contract period.
- xiii. Age of lorry offered (Year of Model / Make in the RC Book) should not exceed 15 years before 31.03.2025 i.e., the Lorries model earlier than 01.04.2010 will not be considered. However, relaxation on Age of Vehicles shall be provided subject to submission of "fitness certificate" issued by the District Transport Office (DTO) and certificate from Pollution Control Board Authority.
- xiv. In case of filing of single bid for a particular district and if a particular bidder has become LI for more than one district then the decision of awarding contract / Recall will be at the sole discretion of the VC & Managing Director.
- xv. Every tender should be accompanied by an Affidavit sworn and signed before a Notary on Rs.100/- stamp paper to the effect that the tenderer has no past or present criminal record with the Police / Vigilance of the Civil Supplies

Department. The affidavit (Annexure 3 and 4) should also contain that they do not belong to any of the prohibited category to file Tenders such as those noted in conditions prescribed above. Giving false or misleading information in this regard will attract serious, legal consequences.

#### **5. DISQUALIFICATION CONDITIONS:-**

- i. The individuals/Firms/Companies that are BLACKLISTED by Andhra Pradesh State Civil Supplies Corporation Limited at any time are prohibited from participating in the Tenders (Annexure 9). Even Contractors who are involved under Essential Commodities Act or black listed or debarred by any department of Central or State Government or any other Public Sector Undertaking are prohibited from participating in the Tenders. In case of any kind of participation or filing of tender by such person(s)/Firm(s), the Corporation shall forfeit the entire EMD amount as penalty for such an act of false declaration besides rejecting the tender. Even if the tender is finalized, the Corporation is at liberty to cancel the tender and forfeit the Security Deposit and Bank Guarantee if any whenever it comes to the notice besides recovering the liquidated damages.
- ii. Rice Millers Associations/Rice Mill Lorry Owners Associations/ Food grains Wholesale and Retail Dealers or their Representatives or Associates are prohibited from participating in the Tenders. However, the Registered Lorry Owners Associations existing in the District are eligible to participate in the Tenders duly furnishing an undertaking by the elected President of the Association stating that there are no members in the Association, who are also the members of any Rice Millers Lorry Owners Association. An affidavit has to be given by the President / General Secretary of the Association stating that none of the Lorry Owners furnished in the list given by the Lorry Owners Association is booked under any Civil Case or Criminal Case or Essential Commodities Act. etc. Minimum number of vehicles in the name of an individual or partnership firm is applicable to the Association as a whole. The names of the vehicle owners shown against "Own vehicle list" shall be the members of the Association and give their consent to the Association in writing duly notarized to utilize their vehicles for the purpose of movement of food grains for the district for which tender is filed. In respect of hired vehicle, hired agreements to be furnished by the Association duly notarized.
- iii. Existing Stage II Contractors, F.P. Shop Dealers or their Representatives or Associates are prohibited from participating in the tenders.
- iv. Public carrier vehicle operators (PCVO) or transport contractors terminated by any of the Govt. Organization for malpractices are not eligible to participate in tenders.
- v. If any person or Firm or Company who has been blacklisted filed a Tender in a benami name, his tender stands summarily rejected apart from forfeiture of EMD

furnished. If it comes to notice after award of contract also, the contract will be cancelled and black-listed apart from forfeiture of Security Deposit, Bank Guarantee, etc.

- vi. Any person or firm or company or any related party as per the Companies Act, 2013 has a pending litigation with the APSCSCL in any Court of Law as on date of application is not eligible to participate in the tender.
- vii. Minors are not eligible to file or participate in Tenders.
- viii. Tenderers are not entitled to utilize the trucks of the Rice Millers/ Rice Millers Associations or Stage II Contractors in the Stage I movement. In other words they should not use vehicles of the Rice Millers/Associations or Stage II Contractors under any circumstances.
- ix. The Stage-I Contractors appointed for same district continuously for a period of Two (02) years shall be strictly restricted from participating in the new tender process for the same District.

#### **6. INSTRUCTIONS FOR SUBMITTING TENDER:-**

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

- i. The tenderer shall register with the NeML to participate in the tender process
- ii. Photocopies of the following documents duly signed and attested by the authorized representative should be submitted as part of registration with NCDEX e Markets Limited for participating in e-Auction.
- iii. Copy of following documents to be submitted along with the application: -
  - a. Turnover Certificate from Chartered Accountant as per the format provided in *Annexure - 11 for Turnover Certificate* supporting the Turn Over Criteria and Experience criteria as mentioned in clause 4 (i & ii)
  - b. Audited Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for any three financial years of the preceding Five Years i.e., FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-2022 and Audited / Provisional for 2022-23.
  - c. Income Tax Returns for any three financial years of the preceding Five Years (FY 2018-19, FY 2019-20, FY 2020-21, FY2021-22 and FY 2022-23 )

- d. Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government undertakings in the format given in Annexure 4 – Affidavit duly signed by the authorized signatory.
- e. In case of partnership firm or Co-operative or Corporate a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association, as the case may be, should be furnished.
- f. Attested copies of PAN
- g. The address proof of the authorized signatory viz., copy of passport / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- h. Bank account details along with IFSC code, Branch details, address shall be furnished on the letterhead and certified by the concerned banker.
- i. The Application mentioned in Annexure 2 shall be filled, signed and submitted.
- j. All the pages of the RFP document shall be signed and uploaded in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.
- iv. The application for registration and terms and condition with relevant Annexure-2 can be downloaded from the website [www.neml.in](http://www.neml.in) & [www.apscsc.gov.in](http://www.apscsc.gov.in). Requests for forwarding applications through post / couriers will not be entertained.
- v. The applicant / Tenderer Shall be a Legal entity (Company, Partnership Firm, One person company, Sole Proprietorship).
- vi. Board Resolution duly certified authorizing the person signing the Bid and Bid documents in case of a Company.
- vii. Deed of Partnership, Copy of the Registration of the Firm with Registrar of Firms; Memorandum & Articles of Association, as the case may be.
- viii. Every tenderer should be accompanied by an Affidavit sworn and signed before a Notary to the effect that the tenderer has no past or present criminal record with

the Police / Vigilance of the Civil Supplies Department. The affidavit should also contain that they do not belong to any of the prohibited category to file Tenders such as those noted in the RFP. Giving false or misleading information in this regard will attract serious, legal consequences.

- ix. Age of lorry offered (Year of Model / Make in the RC Book) should not exceed 15 years before 31.03.2025 i.e., the Lorries model earlier than 01.04.2010 will not be considered. However, relaxation on Age of Vehicles shall be provided subject to submission of “fitness certificate” issued by the District Transport Office (DTO) and certificate from Pollution Control Board Authority.
- x. the bidder shall also submit Fitness certificate issued by respective District Transport Office (DTO) for all the vehicles mentioned in the tender document that the vehicles are fit for transportation of Essential Commodities.
- xi. Particulars of vehicles owned/hired shall be furnished.
- xii. The copies of RC Books, latest Form 24 B (Registered abstract), Fitness certificate, Insurance and valid permits of own/hired vehicles declared in the tender along with hire agreement in case of hired vehicles upto 31.03.2025, shall be uploaded.
- xiii. The Transporter / Tenderer should submit letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body.
- xiv. The Bidder shall submit a signed declaration form (Annexure -5 )
- xv. SIGNING OF TENDER:-
  - a. The authorized signatory shall sign all the documents duly indicating in what capacity he/she is signing the documents, e.g., as sole proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The original or an attested copy, of the registered partnership deed should be submitted along with the tender. In case of limited company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the company shall be submitted along with a copy of the Memorandum and Articles of Association of the Company.

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

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

xvi) The applicants have to deposit the registration fee of Rs 5900 (Rs 5000+ 18% GST) along with the documents. The registration fee can be directly transferred to the Exchange bank account given below.

| NeML Bank Account Details  |                 |             |              |
|----------------------------|-----------------|-------------|--------------|
| Bank Name                  | Account No.     | IFSC Code   | Branch       |
| <i>HDFC Bank Ltd</i>       | 00990690013050  | HDFC0000060 | Fort, Mumbai |
| <i>Axis Bank Ltd</i>       | 004010202176820 | UTIB0000004 | Fort, Mumbai |
| <i>State Bank of India</i> | 30760958792     | SBIN0011777 | Fort, Mumbai |

xvii) The application for registration with relevant Annexures can be downloaded from the website [www.neml.in/](http://www.neml.in/) [www.apscscl.in](http://www.apscscl.in).

xviii) The interested applicants may also visit website [www.neml.in](http://www.neml.in) for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on phone numbers (022) 48810500.

#### **7. EVALUATION OF APPLICATION FOR REGISTRATION:-**

i. The completed applications along with relevant documents and fee / registration charges shall be submitted by 17.06.2023 at the following e-Mail id's [askus@neml.in](mailto:askus@neml.in).

ii. APSCSCL has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website [www.neml.in](http://www.neml.in).

#### **8. SCHEDULING OF e-AUCTIONS:-**

i) Based on the requirements, APSCSCL through their Head Office will notify NeML to schedule auctions. Further such details will be posted on the web site of APSCSCL [www.apscsc.gov.in](http://www.apscsc.gov.in). Neither the APSCSCL nor NeML will individually intimate to the registered Bidders regarding the e-auction schedule.

- ii. All registered transporters are eligible to participate in e-auctions subject to terms and conditions detailed in this document.
- iii. Detailed e-auction schedule can be viewed and downloaded from [www.apscsc.gov.in](http://www.apscsc.gov.in) & [www.NeML.in](http://www.NeML.in)
- iv. The successful Tenderer will be intimated the acceptance of his/her tender by a letter /email. The Corporation reserves the right to reject any or all the tenders without assigning any reasons.
- v. Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Tenders for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- vi. 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 AP e-Procurement Platform. In case if e-Tender cannot be held on scheduled date due to Server problems, the same will be rescheduled and will be held on alternative day, the details of such date/bidder will be notified in the website of APSCSCL and e Procurement.
- vii. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.
- viii. As per the instructions of GoI vide reference cited, a State Level Committee (SLC) had been constituted and SLC had finalized the Schedule of Rates (SoR), under five slabs. The approved Schedule of Rates (SoR) for each slab are as follows:

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



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

ix) **The tenderer shall quote the price in terms of above or below base rate of Rs. 190/- per MT 1<sup>st</sup> Slab only and the rates under remaining four slabs remain same as per SoR. The rate quoted by the tenderer is inclusive of all taxes.**

x) **Calculation of Transport Charges are as follows:**

**Example.1:** Considering the following SoR and Rs. 20/- over and above base rate.

| Sl.No | Slabs                 | SoR based on base rate of Rs. 190/- per MT  | Base rate quoted Per MT (Rs.)   |
|-------|-----------------------|---|---|
| 1     | Up to 8kms(flat rate) | 190/- per MT(base rate)   | 210 per MT (base rate)  |
| 2     | >8kms up to 20kms     | Rs.190 per MT (base rate) + Rs7 per km per MT over and above 8km                      | Rs.210 per MT (base rate) +Rs7 per km per MT over and above 8km                         |
| 3     | >20kms up to 40kms    | Rs.190 (base rate) Rs.84 per MT + Rs.6.50 per km per MT over and above 20 km          | Rs.210 (base rate) Rs.84 per MT+Rs.6.50 per km per MT over and above 20 km              |
| 4     | >40kms up to 80kms    | Rs.190 per MT(base rate) + Rs.214 per MT + Rs.6.00 per km per MT over and above 40 km | Rs.210 per MT (base rate) + Rs.214 per MT + Rs.6.00 per km per MT over and above 40 km  |
| 5     | Above 80kms           | Rs. 190 per MT (base rate) + Rs.454 per MT+Rs.5.50 per km per MT over and above 80 km | Rs. 210 per MT (base rate) + Rs.454 per MT + Rs.5.50 per km per MT over and above 80 km |

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

**SoR Charges:**

Slab 1: Upto 8 Kms -  $20 \times 190 = 3,800$   
Slab 2: >8-20 Kms -  $20 \times ((18-8) \times 7) = 20 \times 70 = 1400$   
Total Transport Charges:  $3800 + 1400 = 5200$

**Rs. 20/- over and above base rate:**

Slab 1: Upto 8 Kms -  $20 \times 210 = 4,200$   
Slab 2: >8-20 Kms -  $20 \times ((18-8) \times 7) = 20 \times 70 = 1400$   
Total Transport Charges:  $4200 + 1400 = 5600$

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

**SoR Charges:**

Slab 1: Upto 8 Kms -  $20 \times 190 = 3,800$   
Slab 2: >8-20 Kms -  $20 \times ((20-8) \times 7) = 20 \times 84 = 1680$   
Slab 3: >20-40 Kms -  $20 \times ((35-20) \times 6.50) = 20 \times 97.50 = 1950$   
Total Transport Charges:  $3800 + 1680 + 1950 = 7430$

**Rs. 20/- over and above base rate:**

Slab 1: Upto 8 Kms -  $20 \times 210 = 4,200$   
Slab 2: >8-20 Kms -  $20 \times ((20-8) \times 7) = 20 \times 84 = 1680$   
Slab 3: >20-40 Kms -  $20 \times ((35-20) \times 6.50) = 20 \times 97.50 = 1950$   
Total Transport Charges:  $4200 + 1680 + 1950 = 7830$

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

**SoR Charges:**

Slab 1: Upto 8 Kms -  $20 \times 190 = 3,800$   
Slab 2: >8-20 Kms -  $20 \times ((20-8) \times 7) = 20 \times 84 = 1680$   
Slab 3: >20-40 Kms -  $20 \times ((40-20) \times 6.50) = 20 \times 130 = 2600$   
Slab 4: >40-80 Kms -  $20 \times ((65-40) \times 6) = 20 \times 150 = 3000$   
Total Transport Charges:  $3800 + 1680 + 2600 + 3000 = 11080$

**Rs. 20/- over and above base rate:**

Slab 1: Upto 8 Kms -  $20 \times 210 = 4,200$   
Slab 2: >8-20 Kms -  $20 \times ((20-8) \times 7) = 20 \times 84 = 1680$

Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((65-40)*6) = 20*150=3000$   
 Total Transport Charges:  $4200+1680+2600+3000=11480$

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

**SoR Charges:**

Slab 1: Upto 8 Kms -  $20*190 = 3,800$   
 Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((80-40)*6) = 20*240=4800$   
 Slab 5: above 80 Kms -  $20*((95-80)5.5) = 20*82.5= 1650$   
 Total Transport Charges:  $3800+1680+2600+4800+1650=14530$

**Rs. 20/- over and above base rate:**

Slab 1: Upto 8 Kms -  $20*210 = 4,200$   
 Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((80-40)*6) = 20*240=4800$   
 Slab 5: above 80 Kms -  $20*((95-80)5.5) = 20*82.5= 1650$   
 Total Transport Charges:  $4,200+1680+2600+4800+1650=14930$

**Example.2: Considering the following SoR and Rs.20 below base rate**

| Sl.No | Slabs                 | SoR based on base rate of Rs. 190/- per MT                      | Base rate quoted Per MT (Rs.)                                   |
|-------|-----------------------|---|---|
| 1     | Up to 8kms(flat rate) | 190/- per MT(base rate)   | 170 per MT(base rate)   |
| 2     | >8kms up to 20kms     | Rs.190 per MT (base rate) +Rs7 per km per MT over and above 8km | Rs.170 per MT (base rate) +Rs7 per km per MT over and above 8km |
| 3     | >20kms up to 40kms    | Rs.190(base rate)Rs.84 per MT+Rs.6.50 per km per MT over and    | Rs.170 (base rate)Rs.84 per MT+Rs.6.50 per km per MT over and   |

|   |                    | above 20km   | above 20km   |
|---|--------------------|--|--|
| 4 | >40kms up to 80kms | Rs.190 per MT(base rate) + Rs.214per MT+Rs.6.00 per km per MT over and above 40km    | Rs.170 per MT(base rate) + Rs.214per MT+Rs.6.00 per km per MT over and above 40km    |
| 5 | Above 80kms        | Rs. 190 per MT (base rate) + Rs.454 per MT+Rs.5.50 per km per MT over and above 80km | Rs. 170 per MT (base rate) + Rs.454 per MT+Rs.5.50 per km per MT over and above 80km |

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

**SoR Charges:**

Slab 1: Upto 8 Kms                      -  $20 \times 190 = 3,800$   
 Slab 2: >8-20 Kms                      -  $20 \times ((18-8) \times 7) = 20 \times 70 = 1400$   
 Total Transport Charges:  $3800 + 1400 = 5200$

**Rs. 20/- below base rate:**

Slab 1: Upto 8 Kms                      -  $20 \times 170 = 3,400$   
 Slab 2: >8-20 Kms                      -  $20 \times ((18-8) \times 7) = 20 \times 70 = 1400$   
 Total Transport Charges:  $3400 + 1400 = 4800$

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

**SoR Charges:**

Slab 1: Upto 8 Kms                      -  $20 \times 190 = 3,800$   
 Slab 2: >8-20 Kms                      -  $20 \times ((20-8) \times 7) = 20 \times 84 = 1680$   
 Slab 3: >20-40 Kms                      -  $20 \times ((35-20) \times 6.50) = 20 \times 97.50 = 1950$   
 Total Transport Charges:  $3800 + 1680 + 1950 = 7430$

**Rs. 20/- below base rate:**

Slab 1: Upto 8 Kms                      -  $20 \times 170 = 3,400$

Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((35-20)*6.50) = 20*97.50=1950$   
 Total Transport Charges:  $3400+1680+1950=7030$

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

**SoR Charges:**

Slab 1: Upto 8 Kms -  $20*190 = 3,800$   
 Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((65-40)*6) = 20*150=3000$   
 Total Transport Charges:  $3800+1680+2600+3000=11080$

**Rs. 20/- below base rate:**

Slab 1: Upto 8 Kms -  $20*170 = 3,400$   
 Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((65-40)*6) = 20*150=3000$   
 Total Transport Charges:  $3400+1680+2600+3000=10680$

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

**SoR Charges:**

Slab 1: Upto 8 Kms -  $20*190 = 3,800$   
 Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((80-40)*6) = 20*240=4800$   
 Slab 5: above 80 Kms -  $20*((95-80)5.5) = 20*82.5= 1650$   
 Total Transport Charges:  $3800+1680+2600+4800+1650=14530$

**Rs. 20/- below base rate:**

Slab 1: Upto 8 Kms -  $20*170 = 3,400$   
 Slab 2: >8-20 Kms -  $20 * ((20-8)*7) = 20*84=1680$   
 Slab 3: >20-40 Kms -  $20 * ((40-20)*6.50) = 20*130=2600$   
 Slab 4: >40-80 Kms -  $20 * ((80-40)*6) = 20*240=4800$   
 Slab 5: above 80 Kms -  $20*((95-80)5.5) = 20*82.5= 1650$   
 Total Transport Charges:  $3400+1680+2600+4800+1650=14130$

- xi) The details of appropriate quantity shall be shown for submission of bid rates. The bidding process for the district is subject to arrive at lowest transport cost on the e-auction platform.

- xii) The bidders shall place their bids online on NCDEX e Markets Ltd Platform/Exchange Platform <https://Market.neml.in> , the online trading system made available by NeML as per the terms and conditions of the E-Auction.
- xiii) In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be a maximum of three such extensions.
- xiv) The bids submitted after the closing time of e-Auction will be rejected by the system.
- xv) **The minimum Tick size for above or below the base rate of Rs. 190/- per MT is Rs. 5/-**
- xvi) **Tenderer shall quote above or below the base rate of Rs. 190/- per MT for providing Transportation inclusive of all duties and other statutory levies payable by them any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and Corporation will not consider any request of enhancement in this regard.**
- xvii) The registered Tenderer with NeML are eligible to participate in e-auction with the issued USER ID and PASSWORD. The registered Tenderer need to deposit an amount as mentioned in the Annexure- 7 towards EMD in to their NeML Escrow account to participate in the e auctions by way of RTGS/NEFT Transfer
- xviii) Only the EMD of the lowest bidder would be retained and adjusted towards security deposit.
- xix) In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD/Security Deposit.
- xx) If the information given by the Tenderer in the Tender Document and its Annexures & Appendices is found to be false/incorrect at any stage, The Corporation shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
- xxi) In case of two or more bidders emerge as lowest with identical total transport charges after conclusion of e-Auction, bidder who put in his bid first on e-auction platform gets priority and considered as lowest.
- xxii) The bids submitted after the closing time of e-Auction will be rejected by the system.
- xxiii) The registered Bidders need to deposit 2.795% of the value of tender Mentioned in Annexure - 7 as EMD (margin money) with the NCDEX e Markets Ltd

accounts to participate in the e auctions as given below:

xxiv) For the E-Auction by way of:

- RTGS/NEFT Transfer
- E-Payment (Electronic Mode)

xxv) The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX e Markets Ltd. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

xxvi) The bidders shall place their bids online on NCDEX e Markets Ltd Platform <http://market.neml.in> in the online trading system made available by NeML as per the terms and conditions of the E-Auction.

xxvii) The final results of the e-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful Bidder shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.

xxviii) Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the eAuction 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 and is advised not to reveal it to anyone else so as to prevent misuse of the same. It is further suggested that Bidders are requested to change the password frequently to protect from misuse.

xxix) APSCSCL & 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 Ltd Platform/Exchange Platform [www.neml.in](http://www.neml.in). In case if e-Auctions cannot be held on scheduled date due to Server problems, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NeML

xxx) The Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder (here in after called the Contractor) along with any amendment issued prior to signing of contract shall constitute the



Contract between the Corporation and the Contractor.

- xxxi) The Corporation reserves the right to reject any or all the tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his tender by a letter /email.
- xxxii) 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.
- xxxiii) The Corporation shall not be under any obligation to entertain claims related to future obligation arising on Contractor related to Input Tax Credit (ITC) mismatch in GST return or wrongful availment of ITC by Contractor, if the same is not intimated within a period of 90 days from the date of issue of invoice. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake (s) on the part of the service provider.

**9. EARNEST MONEY DEPOSIT:-**

- i) The registered suppliers need to deposit 2.795 % on the tentative estimated contract value in the Dedicated Escrow Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate.
- ii. The Tenderer shall be permitted to bid on the express condition that in case he/she modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money deposited by the tenderer shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc besides forfeiture of EMD.
- iii. The Earnest Money Deposit remitted will not carry any interest.
- iv. The transaction charges payable by the successful bidder to NeML will be calculated on the estimated contract value. The transaction charges of 0.25% plus GST (18%) will be on estimated contract value and will be adjusted from EMD amount (2.795%). The transaction charges are not linked to actual supplied quantity of the commodity and hence once paid to NeML, by the bidder/supplier will not be returned or refunded to the Bidders. No claim or request with regard

to return or refund of transactions charges will be entertained by either APSCSCL or by NeML once transaction charges have been collected by NeML.

- v. Out of 2.795% of EMD amount, 2.50% of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e, 0.295% of NeML.
- vi. The 2.50% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% of Security Deposit.

#### 10. SECURITY DEPOSIT:-

- i) The successful Tenderer shall furnish, within one week of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract.
- ii) A sum equivalent to 10% of value of the Contract shall be paid as Security Deposit (after duly adjusting the 2.5% EMD amount towards Security Deposit) through NEFT/RTGS/Other Electronic Mode transfer in the bank account of the Corporation. The contract value shall be the product of the requirement mentioned in the annexure-7 and no of months (contract period). The bank details are as follows:

| Bank Name | Bank Account Name   | Account Number    | IFSC Code   | Branch Name            |
|-----------|---------------------|-------------------|-------------|------------------------|
| SBI       | VC & MD,<br>APSCSCL | 00000037270582042 | SBIN0016857 | MG Road,<br>Vijayawada |

- iii) If applicable, an additional sum equivalent to 10% of the value of the contract, in terms of an undertaking provided by the tenderer for relaxation of experience conditions, in the form of an irrevocable and unconditional Bank Guarantee issued by Public Sector Banks or Reputed Private Sector Banks acceptable to APSCSCL which shall be enforceable till six months after the expiry of the contract period. The contract value shall be the product of the requirement mentioned in the annexure-7 and no of months (contract period).
- iv) In case of failure of tenderer to deposit the Security Amount or the Bank Guarantee as stipulated within one week of acceptance of his tender, further extension of one week can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another one week with the levy of penalty @ 2% on the whole amount of the Security Deposit. If the security deposit/Bank Guarantee are not furnished with in the period of 1 week/ extended

period, the EMD will be forfeited besides blacklisting the tenderer for a period of 3 years.

- v) The Security Deposit/Bank Guarantee (as per clause 4 ii & iii) furnished by the tenderer will be subject to the terms and conditions mentioned in the RFP and the Corporation will not be liable for payment of any interest on the Security deposit.
- vi) The Security Deposit will be refunded and Bank Guarantee (as per clause 4 ii & iii) will be returned to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a 'No due certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Contractor.

#### **11. PERIOD OF CONTRACT:-**

The Contract shall remain in force for a period 2023-2025 up to 31.03.2025 i.e., ordinarily be in force from the date of appointment to 31.03.2025 or till the quantities of food grains, pulses or any other commodity entrusted by Government from time to time allotted and entrusted to the Contractor during the above period for transport are completely transported. The contract can be extended by the V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited at the sole discretion on the same rates, terms and conditions for a further period as determined keeping in view of public interest. The action of the V.C. & Managing Director in extending the contract shall be final and binding on the contractor and shall not be questioned.

#### **12. LETTER OF ACCEPTANCE (LOA):-**

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

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

- i. The successful Tenderers will be informed by acceptance of the tender which will be communicated by mail.

- ii. The successful tenderers are required to enter into an agreement on Rs. 500/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL and the prescribed Security deposit and Bank Guarantee if any.
- iii. The Corporation does not guarantee the minimum quantity, of work which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the APSCSCL and the qualified bidder is bound to transport as per the movement order of the District Managers concerned.
- iv. The Contractor shall be responsible to engage adequate number of transport vehicles for completion of the lifting evenly from the date of the movement order and to complete the entire movement within the stipulated time. If the contractor fails to lift the stocks in any day as per the movement instructions, the VC & MD / Concerned District Manager, APSCSCL, at his/her discretion and without terminating the agreement, will be at liberty to make alternate arrangements and to get the work done at the risk and cost of the contractor, who shall be liable to make good to the Corporation all such additional charges, expenditures, costs, etc., that the Corporation may incur or suffer thereby. The alternate arrangements means Departmental movement by way of engaging lorries through Lorry Owner's Association or private parties and/or also appointment of ad-hoc contractor at the risk and cost of the contractor for movement of the stocks. The contractor shall however not be entitled to any gain to the Corporation in view of the alternate arrangements. The decision of the VC & MD, APSCSCL, in this matter is final and binding on the contractor.
- v. In the event of default on the part of the contractor in performing his work under the agreement efficiently and to the entire satisfaction of the Corporation, the Corporation shall without prejudice and in addition to other available rights and remedies under the agreement have the right to recover from the contractor by way of penalty of **Rs.25/- (Rupees Twenty Five only) per MT per day** on the unlifted quantity for the delayed period without giving any notice. The decision of the Corporation on the question whether the contractor committed the default and on the quantum of penalty shall be final and binding on the contractor.
- vi. In the event of repetition of same default in transportation of ECs, the agreement is liable for cancellation and termination apart from recovery of expenditure incurred by APSCSCL in making alternate arrangements under stage I transportation from the Security Deposit and pending bills with the Corporation apart from blacklisting of Transport Contractor and his/her/their authorized representatives. The action of the Corporation in this regard is final and binding on the Transport Contractor and it cannot be called into question.
- vii. The imposition of penalties as per the Clause is the sole discretion of the Concerned VC & Managing Director in case of failure of the contractor in adhering to the movement instructions and shall not be questioned.
- viii. Whenever a contractor fails to move the stocks in time to the satisfaction of the VC & Managing Director, the VC & MD is empowered to depute staff to augment the movement in time in this regard. The entire expenditure towards DA, TA of the staff so deputed, telephone bills, etc., shall be recovered from the contractor.

- ix. The contractor shall transport Food grains from Buffer Godowns to the MLS Points as per the movement orders issued by the Concerned District Manager from time to time. In case of any deviation to the movement instructions issued by the Concerned District Manager, transport charges will be paid and restricted strictly as per movement instructions issued by the Concerned District Manager and the Concerned District Manager is at liberty to re-transport the stocks to other points as per movement orders at the risk and cost of the transport contractor.
- x. In case of disruption of roads due to floods, cyclone, collapse of bridge, etc., the Contractor shall obtain prior permission of Concerned VC & Managing Director for transportation via diverted route duly giving reasons specifically.

#### **14. TERMINATION OF CONTRACT:**

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

contractor or his representative is involved in a case under Essential Commodities Act or any other Acts or convicted by Court of Law in a Criminal case. The contractor is responsible for any acts of his representatives, agents, employees, including truck owner, driver/cleaner of the truck in which stocks are loaded for transportation.

- v. Since the transport contractor or his representatives are responsible for the quantity and quality of the stocks while in his custody, the contractor shall ensure delivery of stocks at destination as specified by the Concerned District Manager. In the event of failure or diversion of trucks with stocks or even misappropriation of stocks, the VC & MD shall have absolute right to terminate the contract without any notice and forfeit the Security Deposit and invoke the Bank guarantee and withhold the pending bills. The action of VC & MD in this regard is final.
- vi. The Corporation shall have the right without prejudice to other rights and remedies in the event of breach of the contract or any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and/or forfeit the Security Deposit or any part thereof and also claim from the Bankers who gives the Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workman like performance of any of the services under the contract.
- vii. The VC & MD, AP State Civil Supplies Corporation Limited, shall also have the right to claim from contractors or to forfeit the Security Deposit and invoke Bank Guarantee if any to recover any dues from the contractor.
- viii. In case the Stage I Transport Contract is terminated due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said contractor with the Corporation, if any, will also be terminated and all payments to the contractor including securities under all Agreements will be forfeited.
- ix. The contractors shall be responsible to supply adequate and sufficient trucks and any other transport vehicles for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the authorized representative of the corporation. If the contractors fails to supply the requisite number of trucks the Corporation shall at its entire discretion, without terminating the contract be at liberty to engage other labour/trucks etc., at the risk and cost of the contractors, who shall be liable to make good to the Corporation all additional charges, expenses, costs or losses that the Corporation may incur or suffer hereby. The contractors shall not, however, be entitled to any gain resulting from entrustment of the work to another party. The decision of the Corporation shall be final and binding on the contractors.
- xi. The Corporation reserves the right to forthwith cancel any supplies under this contract if the tender/bidder is blacklisted by the GST authorities.



**15. CORRUPT PRACTICES:-**

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

**16. MAINTENANCE AND FURNISHING OF INFORMATION:-**

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

**17. SAFETY OF GOODS:-**

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



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

**18. HOLDING OR RETENTION OF STOCKS PROHIBITED:-**

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

withhold the same as penalty.

- (iv) In case of late hours movement when the designated MLS Points may be closed then the Transport Contractor should make arrangements to park the vehicles at some identified Government locations like RDO or MRO Office on that Route so that unauthorized halting of vehicles at Driver's house etc. is avoided.
- (v) If the trucks carrying food grains reaches the designated MLS Points with a delay of one day or more and no information is furnished by the Transport Contractor about the halting or delay it will be treated as diversion of stocks illegally and cost of stocks will be recovered at double the economic cost apart from other penal actions. In other words the eternal vigilance over movement is the primary responsibility of the Transport Contractor till the stocks reach the designated MLS Points.
- (vi) In case of diversion of trucks by the Transport contractor, the Corporation is empowered to file FIR under relevant sections of IPC and Cr. P.C against the transport contractor by name as Accused No.I, his authorised business representative also be included by name as Accused No. 2 in addition to the Lorry Driver & Cleaner as accused No.3 & 4 respectively.

#### **19. RECOVERY OF DUES:-**

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

#### **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. FORGERY OF SIGNATURES:**

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

## **22. PAYMENT OF BILLS:**

- (i) The Transport Contractor shall transport food grains, pulses, or any other commodities entrusted by Government from time to time under various schemes of Govt. of India / Govt. of A.P. from various places within the District to various destinations as per the movement orders issued by the District Manager from time to time. In case of any deviation in movement of food-grains, pulses or any other commodity, from the movement instructions issued by District Manager, transport charges will be paid and restricted strictly as per movement instructions issued by District Manager only. District Manager is having right to re-transport stocks to the MLS Points as per movement orders at the risk and cost of the transport contractor.
- (ii) The District Manager will make payments due to the Transport contractor under this agreement on submission of bills by the Transport Contractor supported by proper consignee receipts in originals (acknowledgements from the authorized representatives of the Corporation at the receiving ends).
- (iii) Claims should be preferred Release Order-wise with proper consignee receipts in full shape, failing which claim will be rejected. Transport Contractor is personally held responsible for any delay in settlement of such bills Corporation will not make any compensation or interest on such bills.
- (iv) The transport charges will be calculated and paid on the shortest distances as Certified by the Corporation. Where two or more routes are available for the same destination the shortest route only will be approved for payment of transport charges. The decision of the Corporation shall be final and binding as to Certification of distances and approval of shortest route. The distances will be calculated from the starting godown, etc., to the destination godown etc.
- (v) In case of disruption of roads, collapse of bridge, etc., the Transport contractor shall obtain prior permission of the V.C. & Managing Director/ District Manager concerned for transportation via diverted route i.e. the next available shortest route. The certificate to that effect has to be obtained from Executive Engineer, R & B of the Region concerned immediately and furnished to the District Manager. The diverted route shall be followed only from the date of closure till the date of opening of the bridge or route for traffic.
- (vi) The approved distances as on the date of agreement holds good for the entire period of agreement, unless and otherwise ordered by the V.C. & Managing Director in specific cases and also based on the agreement terms and conditions only.

- (vii) The circular instructions issued vide Circular No. Eng14(18)92 Genl., dtd. 20.09.1995 holds good in respect of matters concerned to distances. In this regard the decision of V.C. & Managing Director is final and binding on the Transport contractors.
- (viii) Applicable taxes, will be deducted from the payments to the Transport contractors as per rules in force.
- (ix) The Corporation will not make any payment of interest on outstanding bills at any time.
- (x) The payment will be made only for net weight of Food-grains, Pulses, etc., transported. No payment will be made for weight of bags, packing, covers etc.
- (xi) The Transport Contractor shall claim his/her/their bills every month regularly on Release Order wise only along with the consignee receipts. The transport bills should be preferred within 15 days from the date of completion of movement, failing which the bills are treated as time barred.
- (xii) while passing the monthly stage I transportation bills to the respective stage I contractors, the report of the Command Control Cell, Head Office, APSCSCL shall be considered for arriving at the total number of vehicles arranged for stage I transportation which are fitted with functional GPS devices.

### **23. RESPONSIBILITIES UNDER VARIOUS ACTS:**

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

iii. In the event of any lapse on the part of the contractor in this regard, the Corporation shall have absolute right to terminate the agreement at any time during the currency of the agreement besides forfeiture of Security Deposit, Bank Guarantee if any.

#### **24. COMPLIANCE WITH DIRECTIONS:**

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

#### **25. CLAIMS :**

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

#### **26. FILING OF F.I.R. IN CASE OF DIVERSION OF TRUCKS:**

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

#### **27. INFRASTRUCTURE:**

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

#### **28. OBSERVANCE OF LAW:**

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

#### **29. OTHER TERMS & CONDITIONS:-**

- (i) Contractors shall, in the tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor may also

nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.

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

(iii) **SUBLETTING:**

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

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

(v) **LIABILITY FOR PERSONNEL:**

- a) All persons employed by the Contractor shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Contractor. The Contractor shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.
- b) Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt. /Central Govt. from time to time pertaining to the Contract including all Labour Laws.



(vi) The Corporation reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof and without giving any notice. The action of the Corporation under this clause shall be final, conclusive and binding on the Contractor.

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

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



**(viii) RECOVERY OF LOSSES SUFFERED BY THE CORPORATION:**

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

taking up the work under the contract.

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

**On PDS Ration Duty**

Date: \_\_\_\_\_

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

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

(xv) **FLEXES ON VEHICLES:**

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

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

(xx) Transport Contractor should comply with all or any other instructions issued by the Govt. of India and State Govt. from time to time in this regard.

(xxi) The Contents in various affidavits to be furnished may vary year to year. Hence, the Affidavits to be furnished by the tenderers shall be in the prescribed form only as indicated in the Tender Schedule.

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

(xxiii) If there is no participation in reverse auction, then it shall be deemed as cartelization, in such case, the bid will be cancelled and the EMDs of all such bidders will be forfeited.

### **30. CANCELLATION:-**

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

### **31. SEVERABILITY:-**

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

### **32. INDEMNITY:-**

- (i) The bidder shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") or any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of

whatever kind and nature, whether arising out of any breach by the bidder of any of its obligations under this RFP or any related document or on account of any defect or deficiency in the provision of services by the bidder or from any negligence of the bidder under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

- (ii) Without limiting the generality Clause the bidder shall fully indemnify, hold harmless and defend the authority and the authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
  - a) failure of the bidder to comply with Applicable Laws and Applicable Permits;
  - b) payment of taxes, levies, fees and any other statutory dues required to be made by the bidder in respect of the income or other taxes of the bidder's contractors, Tenderers and representatives; or
  - c) non-payment of amounts due as a result of materials or services furnished to the bidder or any of its contractors which are payable by the bidder or any of its contractors.
- (iii) The RFP shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

### **33. SUCCESSORS AND ASSIGNS:-**

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

### **34. WAIVER:-**

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

**35. AMENDMENT:-**

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

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

**36. ASSIGNMENT:-**

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

**37. 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.

**38. 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.

**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. INDEPENDENT RELATIONSHIP:-**

This agreement does not constitute a party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this agreement or any later agreement.

**41. GENERAL:-**

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

**42. ARBITRATION: Resolution of Disputes:**

- i. In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSC LTD.,
- ii. In case, if disputes are not resolved, according to the Clause no.42 (i), then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to transportation of any Commodity including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in the place where Head Office of APSCSCL is located and the decision of the arbitrator shall be final and binding on both parties to the arbitration.



- iv. The Transport Contractor shall prefer a demand, if any, in writing to the V.C. & Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- v. On receipt of a demand from the Transport contractor within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.
- vi. The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

**43. JURISDICTION:**

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

**44. NeML DISCLAIMER:-**

- i. NCDEX e Markets Ltd will be providing e-Auction platform and other services for the purpose of price discovery and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract or thereafter entered into by an between Contractor and the Corporation. Both the Contractor and the Corporation shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between Corporation and Contractor shall have to be resolved by them as mentioned in this Terms and Conditions.
- ii. Both the Corporation and Contractor agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between the Corporation and Contractor except in case of NeML gross negligence and willful default while conducting e-auctions and services undertaken by NeML as prescribed herein above. Both the parties agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between the Corporation and Contractor.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 44 of the above Tender document.

Signature of the applicant  
Name:  
Seal:

Date:  
Place:

Sd/-  
VC & MANAGING DIRECTOR

//f.b.o//

N.V. Ramani  
Manager, PDS  
APSCSCL::HO 06/06/2023

**ANNEXURE-1**

**APPLICATION FOR ENROLMENT AS TRANSPORT CONTRACTOR**

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

|  |  |
|--|--|
| <p>9. Annual Turnover (for any three financial years of the past five years) copies should be enclosed duly certified by the Chartered Accountant:</p> <ol style="list-style-type: none"> <li>1. 2018-19</li> <li>2. 2019-20</li> <li>3. 2020-21</li> <li>4. 2021-22</li> <li>5. 2022-23</li> </ol>  |  |
| <p>10. Audited balance sheet and P&amp;L account for any three financial years of the past five years</p> <ol style="list-style-type: none"> <li>1. 2018-19</li> <li>2. 2019-20</li> <li>3. 2020-21</li> <li>4. 2021-22</li> <li>5. 2022-23</li> </ol>   |  |
| <p>11. Details of Income Tax Returns copies should be enclosed for any three financial years of the past five years</p> <ol style="list-style-type: none"> <li>1. FY 2018-19 (AY 2019-20)</li> <li>2. FY 2019-20 (AY 2020-21)</li> <li>3. FY 2020-21 (AY 2021-22)</li> <li>4. FY 2021-22 (AY 2022-23)</li> <li>5. FY 2022-23 (AY 2023-24)</li> </ol> |  |
| <p>12. Details of Vehicles. (@17Mts capacity of Which Min.5 Vehicles should be own and 10 hired Vehicles) Statement should be enclosed.</p> <ol style="list-style-type: none"> <li>1) No of Own Vehicles</li> <li>2) No of Hired Vehicles.</li> </ol>  |  |
| <p>13. Name of the Authorized signatory<br/>(a copy of the authorization to be enclosed )</p>  |  |

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

**Date:**

**Name & Signature of the Applicant**

**Place:**

**Address & Seal**

## ANNEXURE - 2

### APPLICATION FORM FOR COMMODITY PARTICIPANT REGISTRATION

| Sl. No. | Details Required (Mandatory)   | Particulars  |
|---------|--|--|
| 1       | Name of Applicant/Organization                                       |  |
| 2       | Constitution   | <input type="checkbox"/> Individual<br><input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Partnership Firm/LLP<br><input type="checkbox"/> Corporate Entity<br><input type="checkbox"/> Co-operative Society<br><input type="checkbox"/> Govt. Company / Govt Organisation |
| 3       | Date of Birth(For Individual)  |  |
|         | Gender (Male/Female)   |  |
|         | Date of Incorporation  |  |
|         | Date of Registration   |  |
| 4       | PAN Card Number  |  |
| 5       | GST Number (if registered for multiple states provide separate list) |  |
| 6       | Tax Account Number (TAN) (for TDS Credit)                            |  |
| 7       | Type of Registration :   | <input type="checkbox"/> Single Commodity<br><input type="checkbox"/> Multiple Commodity   |
| 7 a.    | Name of Segment in case of Single commodity(refer list)              |  |
| 8       | <b>Details of the Bank Account of Applicant</b>                      |  |
| 8 a.    | Bank Account Number  |  |
| 8 b.    | Bank Name  |  |
| 8 c.    | Branch Name And City   |  |
| 8 d.    | IFSC Code  |  |

⊗ InitialsPlease

|       |                                     |  |
|-------|-------------------------------------|--|
| 9     | <b>Registered Office Address</b>    |  |
| 9 a.  | City                                |  |
|       | District                            |  |
|       | State                               |  |
|       | Pin Code                            |  |
| 9 b.  | Contact Person's Name               |  |
| 9 c.  | Designation                         |  |
| 9 d.  | Telephone Number                    |  |
| 9 e.  | Mobile Number                       |  |
| 9 f.  | Email Id                            |  |
| 10    | <b>Address for Communication</b>    |  |
|       | Same as Registered Address (YES/NO) |  |
|       |                                     |  |
| 10 a. | City                                |  |
|       | District                            |  |
|       | State                               |  |
|       | Pin Code                            |  |
| 10 b. | Contact Person's Name               |  |
| 10 c. | Designation                         |  |
| 10 d. | Telephone Number                    |  |
| 10 e. | Mobile Number                       |  |
| 10 f. | Email Id                            |  |
| 11    | <b>Details of Authorised Person</b> | <input type="checkbox"/> Individual              |
|       |                                     | <input type="checkbox"/> Proprietor              |
|       |                                     | <input type="checkbox"/> Managing Partner        |
|       |                                     | <input type="checkbox"/> Managing Director       |
|       |                                     | <input type="checkbox"/> Chief Executive Officer |
|       |                                     | <input type="checkbox"/> Chairman/Secretary      |
|       |                                     | <input type="checkbox"/> Others Please Specify   |

⊗ InitialsPlease

|       |                                 |  |
|-------|---------------------------------|--|
| 11 a. | Name of Authorised Person       |  |
| 11 b. | PAN Number of Authorised Person |  |
| 11 c. | Address of Authorised Person    |  |
| 11 d. | Email Id of Authorised Person   |  |

**(i) DECLARATION -**

I/We here by state that the above-mentioned particulars and supporting documents here to are true, correct and complete to the best of my/our knowledge and information and Further

I/We state that I/We agree and accept to abide by the General Terms and Conditions of NeML as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on NeML platform including any communication, notifications, instructions or guidelines issued by NeML from time to time.

**(ii) AADHAAR CONSENT**

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options

for establishing identity with officially valid documents other than Aadhaar. I confirm that all alternative options were given to me by NeML and I agree and consent that NeML may

store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third party entities, for establishing my identity & carrying out verification, if required, for rendering various facilities & services of/through NeML in accordance with the applicable law.

Sign and Stamp:

Name :

Designation

Place and Date :

Affix Passport  
size  
photograph  
of the  
Signatory



**ANNEXURE - 3**

**AFFIDAVIT - I**

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

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

I or my partners or representatives have no past or present criminal record with the Police/Vigilance of CS Dept./ Vigilance and Enforcement Dept., Govt. of A.P./Govt. of India.

I or my partners or representatives were never black-listed by the A.P. State Civil Supplies Corporation/any Govt. Organization at any time or involved in diversion of stocks or in case under EC Act or convicted by Court of law in a criminal case.

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

1)

DEPONENT

**Attestation:**

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this \_\_\_\_\_ day \_\_\_\_\_ month 2021. Hence attested.

NOTARY

Place:

Date:

**ANNEXURE - 4**

**AFFIDAVIT - II**

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

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

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

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

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

DEPONENT

**Attestation:**

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this \_\_\_\_\_ day \_\_\_\_\_ month 2021. Hence attested.

NOTARY

**Place:**

**Date:**

**ANNEXURE - 5**

**BIDDER'S DECLARATION**

**(ON LETTER HEAD)**

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

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

Date:

Signature of the Authorized Person

(With Seal / Stamp)

Place:

Name of the Person:

Mobile No:

**ANNEXURE 6**

(Bank Letter Head/ Tenderer Letter Head)

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s..... represented by Proprietor is enjoying credit facilities with our branch from \_\_\_\_\_ onwards and the dealings are satisfactory. We hereby attest the Signature of the Proprietor is Mr/Ms.....

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

Signature  
Mr/Ms  
(Proprietor)

Bank Name  
Signature & Seal

## Annexure – 7

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

| Sl No | Name of the District | Requirement per Month in MTs | Slab wise Qty in MTs |          |           |           |              | Total     |
|-------|----------------------|------------------------------|----------------------|----------|-----------|-----------|--------------|-----------|
|       |                      |                              | 0-8 kms              | 8-20 kms | 20-40 kms | 40-80 kms | Above 80 kms |           |
| 1     | Sri Satya Sai        | 9,706.000                    | -                    | -        | 1,187.000 | 2,641.000 | 5,878.000    | 9,706.000 |

**B. Statement showing Approximate Contract value and EMD @ 2.795% (Including EMD of 2.5% to APSCSCL and NeML transaction Charges @0.25% plus GST (18%) i.e, 0.295%).**

| Sl No | Name of the District | Average Estimated contract Value (For 24 Months) in Rs. | EMD Payable arrived on estimated contract value amount in Lakhs |  |                           |                                    |
|-------|----------------------|---|---|--|---------------------------|------------------------------------|
|       |                      |   | 2.5% to APSCSCL   | NeML transaction Charges @0.25% plus GST (18%) i.e, 0.295% | Total =2.795 %(2.5+0.295) | Rounded EMD amount (2.795%) in Rs. |
| 1     | Sri Satya Sai        | 14,80,04,196.00   | 37.00   | 4.37   | 41.37                     | 41,38,000.00                       |

**C. Statement showing Approximate Contract value (for contract period 2.5% EMD, 10% SD & 10% BG on Contract value:**

**Value in Crores**

| Sl No | Name of the District | Average Estimated contract Value (For 24 Months) in Rs. | 2.5% EMD on Average estimated Contract Value (In Crores) | 10% SD on Average estimated Contract Value (In Crores) | Additional Bank guarantee of 10% for in experience clause (In Crores) |
|-------|----------------------|---|--|--|---|
| 1     | Sri Satya Sai        | 14,80,04,196.00   | 0.37   | 1.48   | 1.48  |

**Annexure No.8**

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

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

**Annexure No.9**

**A.P. STATE CIVIL SUPPLIES CORPORATION LIMITED  
LIST OF THE BLACKLISTED CONTRACTORS**

| <b>S.No<br/>.</b> | <b>YEAR</b> | <b>NAME &amp; ADDRESS</b>  | <b>PROCEEDINGS No.</b>  |
|-------------------|-------------|--|---|
| <b>1996-97</b>    |             |  |   |
| 1                 |             | Sri B Nagaraju,<br>4-3-107, Ramnagar,<br>MAHABOONNAGAR<br>(LEVY SUGAR)   |   |
| 2                 |             | Sri B V Ramanaiah,<br>18-2-4B, Ashok nagar,<br>TIRUPATHI : Chittoor District.  | Nellore<br>Procgs.No.PDS/MOVT/FG<br>5(61)/96-97 DT. 19.04.1996.   |
| 3                 |             | M/S Navatha Transports,<br>Prop: Sri M Giddaiah,<br>46/1/E, Sanjay Gandhi nagar,<br>Behing Ravi Talkies,<br>KURNOOL - 518 002.     | Kurnool<br>Procgs.No.PDS/MOVT/FG.   |
| <b>1997- 98</b>   |             |  |   |
| 4                 |             | M/s Lakshmi Narasimha<br>Transports,<br><br>Prop: Sri K Subba Rao,<br>D No. 12/263-D, Sainagar,<br><br>ANANTHAPUR.<br>(Levy sugar) | Ananthapur<br>Procgs.No.PDS/MOVT(SUG<br>AR)<br>5(12)/97-98 DT. 01.07.1997<br>(Re-tenders held on<br>02.04.1997) |
| 5                 |             | M/s J J Techno Trans,<br>45-54-5/1, Flat No. 1, Siva<br>Apartments,<br>Abid Nagar, Akkayapalem,<br>VIZAG - 16.                     | Vizianagaram District<br><br>Procgs.No.PDS/MOVT/FG.<br>5(22)/97-98 dt. 26.03.1997.                              |
| 6                 |             | P P Ji Rao & Co.,<br>State Bank of Hyderabad beside lane,<br>NARSAPURAM - 534 275  | East Godavari<br>Procgs.No. PDS/MOVT/FG<br>5(54)/97-98 dt. 03.04.1997.  |



West Godavari District.

- |    |  |   |
|----|--|---|
| 7  | M/s Battu Transports,<br>3-28, Seripalli, Narsapuram (Mandal)<br>West Godavari District.   | Visakhapatnam<br>Procgs.No.PDS/MOVT/FG.<br>5(53)/97-98 DT. 07.06.1997.      |
| 8  | Sri S Hanumantha Rao,<br>North bi-pass Road, Srinagar,<br>Near Ratnam Golden Towers,<br>ONGOLE<br>Prakasam District.                                       | Prakasam<br><br>Procgs.No.PDS/MOVT/FG<br>5(58)/97-98 DT. 12.06.1997.        |
| 9  | Sri R Harshavardhan Reddy<br>H No. 11-6-825/6/ A, III Floor, Red<br>Hills,<br>Hyderabad.   | Cuddapah<br><br>Procgs.No.PDS/MOVT/FG.<br>5(22)/97-98 dt. 27.03.1997.       |
| 10 | Sri N Satyanarayana,<br>6-127, Kota Street,<br><br>SALUR : Vizianagaram District.  | Visakhapatnam<br>Procgs.No.PDS/MOVT/FG<br>5(53)/97-98 dated:<br>20.06.1997. |
| 11 | M/s Bhagyalakshmi Transports,<br>A-12, Janata Complex,<br>Visakhapatnam - 530 001.   | Visakhapatnam<br>Procgs.No.PDS/MOVT/FG.<br>5(53)/97-98 dt. 16.07.1997.      |
| 12 | M/s Nirmal Lorry Transport,<br>Prop: Syed Jhani<br>A Kamaladhar G P A Holder,<br>S/o Gangadhar, Near Power House,<br>N H - 7, Nirmal - 504 106 : Adilabad. | Adilabad<br>Procgs.No.PDS/MOVT/FG.<br>5(66)/97-98 dt. 12.10.1998.           |

**1998-99**

- |    |  |  |
|----|--|--|
| 13 | Ch Malathi Rao,<br>M I G - 1683, B H E L.,<br>Ramachandrapuram<br>Hyderabad - 500 032.         | Srikakulam<br>Procgs.No.PDS/MOVT/FG.<br>5(52)/98-99 dt. 02.04.1998.    |
| 14 | M/s Karuna Transport,<br>Prop: V Nageswara Rao,<br>50-78-1/2, Seethammampet,<br>Visakhapatnam. | Visakhapatnam<br>Procgs.No.PDS/MOVT/FG.<br>5(54)/98-99 dt. 02.04.1998. |
| 15 | M/s Chandi Ganapathi Enterprises,<br>B-20, S V N Colony,<br>Guntur.                            | Prakasam<br>Procgs.No.PDS/MOVT/FG.<br>5(59)/98-99 dt. 08.05.1998.      |
| 16 | Sri A Satyanarayana Goud,  | Nizamabad/Adilabad   |

|                  |  |   |
|------------------|--|---|
|                  | H No. 5-9-48, Yellammagutta,<br>Nizamabad.   | Procgs.No.PDS/MOVT.5(51)<br>/98<br>dt. 07.02.1998.                                  |
| 17               | Sri K Narender Reddy<br><br>Kotpallynagar,<br>Behind Lakshmi Kalyana<br>Mandapam,<br>Armoor Road, Nizamabad. | Nizamabad/ Adilabad<br>Procgs.No.PDS/MOVT.5(51)<br>/98<br><br>dt. 07.02.1998.       |
| 18               | Sri Mallesh,<br><br>5-9-48, Yellammagutta,<br>Nizamabad.   | Nizamabad/ Adilabad<br>Procgs.No.PDS/MOVT.5(51)<br>/98<br>Dt. 07.02.1998.           |
| 19               | Sri Jami Sivaji<br>2-3-18/1, Sama Street, Srikakulam   | Srikakulam-Involved in 6-A<br>case  |
| <b>1999-2000</b> |  |   |
| 20               | M/s Srinivasa Transport<br>Sri M Nageswara Rao,<br><br>Sakhinetipally<br>East Godavari District.             | East Godavari<br>Procgs.No.PDS/MOVT/FG.<br>5(55)/1999-2000 dt.<br>19.04.1999.       |
| 21               | M/s Ram Traders<br>Ambedkar Chowk,<br>Adilabad.  | Adilabad<br>Procgs.PDS/MOVT/FG<br>5(67)/99-2000 dt. 19.04.1999.                     |
| 22               | M/s Shirdi Sai Transport<br>6-62, Kota Street,<br>SALUR - 535 591 Vizianagaram                               | Vizianagaram<br>Procgs.PDS/MOVT/FG<br>5(53)/99-2000 dt. 23.04.1999.                 |
| <b>2000-2001</b> |  |   |
| 23               | <b>Sri S Prabhakar Reddy,</b><br>Nagulapalli (V) Post<br><br>Chapad Mandal<br>Cuddapah - 516 360             | <b>Visakhapatnam</b><br>Procgs.No.PDS/MOVT/FG<br>5(54)/2000-2001 dt.<br>23.05.2000. |
| 24               | <b>Sri V Ramesh Gupta,</b><br>12/193, Upstairs,<br><br>Darga Bazar   | <b>Visakhapatnam</b><br>Procgs.No.PDS/MOVT/FG<br>5(54)/2000-2001 dt.<br>14.07.2000. |

PRODDATUR - Cuddapah District.

- |    |   |   |
|----|---|---|
| 25 | <b>Sri N Y Koteswara Rao,</b><br>4/158, Upstairs,<br><br>Nawabpet, Nellore - 524 002                  | <b>Visakhapatnam</b><br>Procgs.No.PDS/MOVT/FG<br>5(54)/2000-2001 dt.<br>04.07.2000. |
| 26 | <b>J K Transports,</b><br>No.2/111-7, Four Roads,<br><br>Yerraguntla - 516 309 : Cuddapah.            | <b>Cuddapah</b><br>Procgs.No.PDS/MOVT/FG<br>5(63)/2000-2001 dt.<br>24.06.2000.      |
| 27 | <b>Sri M Ravindranath Gupta,</b><br>Unique Enterprises,<br><br>Devi Road, Nizamabad.                  | <b>Adilabad</b><br>Procgs.No.PDS/MOVT/FG<br>5(67)/2000-2001 dt.<br>02.06.2000.      |
| 28 | M/s Ganesh Transport,<br>Bellampally Road, Mancherial,<br><br>Adilabad - 504 208.                     | Adilabad<br>Procgs.No.PDS/MOVT/FG<br>5(67)/2000-2001 dt.<br>20.06.2000.             |
| 29 | M/s Kartikeya Transport,<br>H No. 37, II Zone, Kalyani,<br><br>Adilabad - 504 231                     | Adilabad<br>Procgs.No.PDS/MOVT/FG<br>5(67)/2000-2001 dt.<br>25.08.2000.             |
| 30 | M/s Super Transports,<br>Flat No. 204 'B' Block,<br><br>San Remo Apartment, Masab Tank,<br>Hyderabad. | Hyderabad.<br>Procgs.No.PDS/MOVT/FG<br>5(74)/2000-2001 dt.<br>24.04.2000.           |

**2001-2002**

- |    |  |   |
|----|--|---|
| 31 | Sri M Venkateswrlu,<br><br>H No. 19-8-178, S B I Colony,<br>Tirupathi.                         | Chittoor<br>Procgs.No.MOVT/FG.5(62)/<br>2001-02,<br>dt. 19.03.2001. |
| 32 | Sri K Sreenivas Rao,<br>Near Venkataeswara swamy<br>Temple,<br>Santhapet Extension,<br>Ongole. | Procgs.No.MOVT/FG.5(62)/<br>2001-02,<br>dt. 27.04.2001.             |
| 33 | Sri T. Srinivasulu Naidu,  | (Levy Sugar) Kurnool.   |

|                  |   |   |
|------------------|---|---|
|                  | H.No. 43-146, N.R. Peta, Kurnool-001.   | Procdgs.No.PDS/Movt(Sugar) 5(13)/99, dt. 30.3.1999.                                 |
| 34               | Sri Hari Prasad,<br><br>Alamkhanipalli, Cuddapah-516 003.   | Cuddapah.<br>Procdgs.No.PDS/Movt(Sugar) 5(12)/99-2000, dt. 31.3.1999.               |
| 35               | Sri Meka Srinivasa Rao,<br>Tatapudi Kapileswarapuram<br>Mandal,<br>East Godavari District.          | Procdgs.No.APSCSCL/PDS /<br>Movt(Sugar)5(4)/2000, dt. 24.4.2000.                    |
| 36               | Sri Y. Chenna Reddy,<br><br>H.No. 4/54, Ammavarisala Street,<br>Koilkuntla, Kurnool District.       | Procdgs.No.<br>APSCSCL/PDS/<br>Movt(Sugar)5(21)/2000, dt. 5.5.2000.                 |
| 37               | Sri M. Narayana Reddy,<br>Muchintal (PO), Kaukuntla (Via),<br>Mahabubnagar.                         | Procdgs.No.APSCSCL/PDS /<br>Movt/(Sugar)5(21)/2000                                  |
| 38               | M/s N. Sreenivasulu & Co.,<br>H.No. 1-7-47, Peddanna Street<br>Allagada - 518543, Kurnool District. | Mahabubnagar-<br>Procdgs.No.PDS/<br>Movt/FG5(72)/2001-2002.,<br>dtd. 23.04.2002     |
| <b>2003-2004</b> |   |   |
| 39               | M/s Vasantha Enterprises<br><br>Madhira, Khammam District   | Warangal-<br>Procdgs.No.PDS2/Movt/<br>5(30)/05535/2003-04., Dt. 07.04.2003.         |
| <b>2004-2005</b> |   |   |
| 40               | Sri N. Srinivas Goud,<br><br>H.No. 3-5-8, Hyderguda,<br>Rajendranagar, Ranga Reddy<br>District.     | Nizambad<br>Procdgs.No.PDS2/Movt/FG<br>5(18)/<br>9824/2004-2005., Dated. 16.08.2004 |
| 41               | Sri R. Narasimha Reddy,<br><br>H.No 1-7-659/A/14, Ramnagar,   | Mahabubnagar<br>Procdgs.No.PDS2/Movt/FG<br>5(22)/                                   |

|    |  |  |
|----|--|--|
|    | Musheerabad, Hyderabad- 500 020  | 9828/2004-2005., Dated.<br>04.09.2004  |
| 42 | Sri Y.Venkat Reddy<br><br>S/o Kista Reddy<br>H.No- 7-1, Gandhi Nagar,<br>Kalwakurthy, Mahabubnagar - 509<br>324. | Mahabubnagar<br>Procdgs.No.PDS2/Movt/FG<br>5(22)/<br>013021/2004-2005,<br><br>Dtated: 13.10.2004 |

**2005-06**

|    |  |   |
|----|--|---|
| 43 | Sri N. Vijaya Kumar,<br><br>H.No.7-10-95,<br>C.B Colony, Gadwal,<br>Mahabubnagar District. | Mahabubnagar<br>Procdgs.No.PDS2/Movt/FG<br>5(33)/<br>12083/2005-06 dt: 10.8.2005  |
| 44 | Sri. Mohd. Erishad<br><br>H.No. 5-8-504/4<br><br>Chirag Ali lane, Abids<br>Hyderabad.      | R.R district<br>Prcgs. No.<br>PDS2/Movt/FG5/<br>(18)11383/2005-06 dt:<br>5.8.2005 |
| 45 | Sri. N.Adinarayan Reddy<br><br>H. No. 1-475<br>R.K. Nagar,<br>Anantapur -515001            | Anantapur<br>Prcgs. No.<br>PDS2/Movt/FG5(12)/<br>11388/2005-06 dt: 5.8.2005.      |

**2008-09**

|    |  |  |
|----|--|--|
| 46 | Sri V. Venkatesh, Proprietor,<br>M/s. Venkateswara Enterprises,<br><br>16-11-511/4, Dilsukhnagar,<br>Hyderabad             | Redgram Dal<br>Procdgs.No.Mktg.M6/5547(<br>2)/2008/RG<br><br>Dal, dated 22.06.2008 |
| 47 | Md. Erashad Ahmed,<br>Representative of M/s.<br>Venkateswara<br>Enterprises, 15-2-546, II Floor,<br>Kishan Gunj, Hyderabad | Redgram Dal<br>Procdgs.No.Mktg.M6/5547(<br>2)/2008/RG<br>Dal, dated 22.06.2008     |

**2009-10**

|    |                                   |                     |
|----|-----------------------------------|---------------------|
| 48 | M/s. Ramanjaneya Lorry Transport, | Foodgrains Nalgonda |
|----|-----------------------------------|---------------------|

|    |   |   |
|----|---|---|
|    | Devarkonda  | Procdgs.No.PDS<br>2/Movt./FG 5(15)<br>/3519/2007-08, dated<br>24.01.2009                        |
|    | Prop. M. Rajesh<br>H.No.19-44/25/2<br>Near Ayyappa Temple<br>Devarkonda, Nalgond Dist.                      |   |
| 49 | Sri M. Anjaiah,<br><br>R/o Masthanpally<br><br>Bhongir (M), Nalgonda Dist.                                  | Foodgrains Nalgonda<br>Procdgs.No.PDS<br>2/Movt./FG 5(15)<br>/3519/2007-08, dated<br>24.01.2009 |
| 50 | Sri Nagilla Krishna Murthy<br><br>S/o Vishwanadam<br><br>R/o Puligilla (V)<br>Valigonda (M), Nalgonda Dist. | Foodgrains Nalgonda<br>Procdgs.No.PDS<br>2/Movt./FG 5(15)<br>/3519/2007-08, dated<br>24.01.2009 |

### 2012-13

|    |   |  |
|----|---|--|
| 51 | Sri K. Veera Reddy,<br>S/o. Venkata Reddy, D.No.2-1-359,<br><br>Truck Road, Khammam<br>Address 2:<br>Sri K. Veera Reddy,<br>C/o Lakshmi Narasimha Swamy Lorry Office<br>Kodad, Nalgond District | Foodgrains Khammam<br>District<br>No.PDS 2/Movt/FG 5(1)/<br>Tenders/2013-14,<br>dtd.22.02.2013 |
|----|---|--|

**Annexure -10**

**Contact No. of District Manager, APSCSCL, Puttaparthi**

| Sl. No. | District    | District Manager Mobile Number |
|---------|-------------|--------------------------------|
| 1       | Puttaparthi | 9160774992                     |

**ANNEXURE-11**

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

This is to certify that the following particular of M/s

\_\_\_\_\_

\_\_\_\_\_are true and correct as per the information and explanation  
provided to us and to the best of our knowledge and belief.

| Financial Year | Gross Turnover (INR) |
|----------------|----------------------|
| 2015 - 16      |                      |
| 2016 - 17      |                      |
| 2017 - 18      |                      |
| 2018 - 19      |                      |
| 2019 - 20      |                      |

Place:

Date:

Firm

Signature

Name and Registration No. of CA

Name and Membership No. member certifying



**ANNEXURE-12**

**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.<br>No. | Vehicle<br>No | Name<br>of the<br>Owner | Capacity<br>in MTs. | Registration<br>Certificate | Fitness<br>Certificate | Valid<br>Nation<br>al/AP<br>State<br>Permit | Road<br>Tax | Pollution<br>certificate | Vehicle<br>Insurance<br>Certificate |
|------------|---------------|-------------------------|---------------------|-----------------------------|------------------------|---|-------------|--------------------------|-------------------------------------|
| (1)        | (2)           | (3)                     | (4)                 | (5)                         | (6)                    | (7)   | (8)         | (9)                      | (10)                                |
|            |               |                         |                     |                             |                        |   |             |                          |                                     |

The Statement should be signed by tenderer / authorized representative.