

**AGREEMENT FOR TRANSPORT OF PADDY FROM VARIOUS
PPCs/IKP CENTRES TO VARIOUS RICE MILLS WITH IN THE
ANANTAPUR DISTRICT**

This agreement made this day _____ between the Andhra Pradesh State Civil Supplies Corporation Limited. Registered under the Companies Act, 1956, having its Head Office at Civil Supplies Bhavan,, H. No. 6-3-655/1/A, Somajiguda, Hyderabad Andhra Pradesh (hereafter called the corporation) represented by its DISTRICT MANAGER < APSCSCL on the part and _____ (hereinafter called the contractor) which shall mean and include the person, persons, partners, firm or company including legal heirs successors and permitted assignees on the other part witnessed as follows:

Whereas the contractor being willing to perform the work of transport of Paddy commodity entrusted him from time to time by the corporation under various rice mills within the Anantapur district on behalf of the corporation submitted tender in pursuance of the Tender Notice _____, and whereas the corporation accepted the said tender rates vide Procdgs. No. _____ dated _____ and whereas the contractor agreed to perform the duties described under the following terms and conditions.

Now this deed witnessed and the parties herein do hereby mutually agree as follows:

1. PERIOD OF AGREEMENT

- i) The contract will ordinarily be in force from the date of agreement to _____ or till the quantities of Paddy purchased by IKP Groups of DRDA/CSC from _____ completely moved to mills. The contract can be extended by the Joint Collector & EOED, Andhra Pradesh State Civil Supplies Corporation Limited, at his sole discretion on the same rates, terms and conditions for a further period as determined by him in the public interest of transporting paddy for Custom Milling. The action of the Joint Collector and EOED in extending the contract period shall be final and binding on the contractor and shall not be called into question.
- ii) The corporation shall have absolute right to terminate the agreement at any time during the currency after giving 10 days notice to the contractor without assigning any reasons whatsoever and the contractor is not entitled to question the termination on any ground whatsoever.
- iii) The contractor or his authorized representative is responsible for the quantity and quality of the stocks as taken delivery by him for onward transportation to the destinations as per the movement instructions issued by the District Manager concerning from time to time. 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 (s) is involved in a case under Essential Commodities Act or any other Acts or violation of any clauses under this agreement. The corporation shall

Truck Owners/Drivers/Cleaners of the Trucks in which stocks are loaded for transportation.

- iv) The contractor shall not be entitled to any compensation on account of such termination of agreement.
- v) In case of sudden demise of the contractor the contract can not be transferred to any of his legal heirs and the new contractor will be appointed by calling fresh tenders for the un-expired period of the contract. However securities can be released to the legal heirs of the deceased on production of No Dues Certificate from the District Manager.

2. RATE OF TRANSPORT AND PAYMENT

The following are the rates offered by the contractor and accepted by the Joint Collector & EOED, APSCSCL, Anantapur.

RATES QUOTED IN RUPEES FOR TWO SLABS AS MENTIONED BELOW:

PARTICULARS	Rates in figures		Rates in words
	RS.	PS.	
Flat (Base) rate per Mt. from 1 to 16 kms irrespective of any distance to which stocks transported			
Additional rate per Mt. per Km beyond 16 Kms upto actual distance transported			

- I. The rates include all incidentals connected with the work entrusted to the contractor under this agreement. In other words the Corporation shall not be liable to pay to the contractor for any reason whatsoever any remuneration, costs, expenditure on establishment or any other incidentals except the sum due at the rates accepted by the VC & MD as stated above.
- II. If the rates quoted upto 16 Kms is Rs.17.50 per MT (Flat rate) and beyond 16 Kms is Rs.0.50 per MT. per Km and if the total distance moved from FCI depot is 56 Kms.
 $56 \text{ KMs} - 16 \text{ KMs} = 40 \text{ KMs}$
 First 16 KMs = Rs.17.50 Per MT.
 Remaining Distance i.e., 40 KMs x Rs.0.50 = Rs.20.00
 Total Transport Charges payable = Rs.17.50 + Rs.20.00 = Rs.37.50 Per MT
- III. The contractor is prohibited from claiming any higher rates of the transport charges other than those prescribed under this agreement due to escalation in prices of diesel petrol, etc., or any reasons whatsoever during the contract period or the extended period of the agreement stipulated in it. No correspondence regarding payment of higher rates due to escalation of prices of

3. SECURITY DEPOSIT:

- i. The Contractor shall deposit an amount of Rs.2,00,000.00 (Rupees two lakhs only) towards Security Deposit for due performance of the services and fulfillment of the terms and conditions of the agreement. The amount of Earnest Money Deposit of Rs _____ furnished by the Contractor along with the Tender and payment of balance amount of _____ at the time of entering into agreement, will be treated as Cash Security Deposit under the Contract apart from Bank Guarantee. The contractor is not entitled for any interest on Security Deposit.
- ii. The Corporation shall have the absolute right besides other legal remedies, to forfeit or adjust in full or part, the amount of Security Deposit either for the un-workman like performance of the services by the Contractor or for any damages, losses, costs, expenses that the Corporation may suffer or incur in this behalf due to the negligence or otherwise of the contractor or for violation of any of the terms and conditions of the agreement by the Contractor or for violation of any instruction issued by the Corporation from time to time.
- iii. Whenever the Security Deposit falls short of the prescribed amount, the Contractor shall make good the deficit so that the total amount of Security Deposit does not at any point of time fall short of the prescribed amount.
- iv. The Security Deposit or such part thereof as has not been forfeited or adjusted as aforesaid will be refundable to the Contractor only on satisfactory Completion of Work under the agreement and on submission of “**No Demand Certificate**” to the District Manager. In turn the District Manager shall issue “**No Due Certificate**” for refund of the Security Deposit and Bank Guarantee to contractor on satisfactory completion of the work under agreement. It is the responsibility of the contractor to get the “No dues Certificate” issued by the District Manager concerned for release of Security Deposit and Bank Guarantee.
- v. The Corporation shall not be liable for payment of any interest either on the amount of Security Deposit or Bank Guarantee.

4. BANK GUARANTEE:

The Contractor shall furnish a Bank Guarantee of Rs.2,00,000/ (Rupees two lakhs only) for a Nationalized Bank in the prescribed proforma in favour of District Manager, APSCSCL, District with in 7 (Seven) days or from the date of entering into agreement

5. OPENING OF A BRANCH OFFICE IN THE DISTRICT AND MAINTAIN REGULAR CONTACT WITH THE DISTRICT MANAGER:

- i). The contractor shall open a Branch Office located in Anantapur Town and furnish to the District Manager Concerned on a non-judicial Stamp paper of Rs.100/- the address of the Branch Office, Telephone Number and Names of one or more responsible representatives authorized to act on behalf of the contractor besides the contractor himself along with their specimen signatures.
- ii). The contractor shall ensure that one of these representatives or himself maintains regular touch with the District Manager on day-to-day basis or as frequently as required by the District Manager to obtain delivery orders and movement instructions for the movement of the stocks, information and instruction on work to be done and furnish the District Manager information in writing about work done such as Lorry-wise, Rice Mill-wise movement of stocks on day-to-day basis.
- iii). If the Contractor fails to comply with instructions issued in 6(i) and 6(ii) as stated above, the agreement shall be liable for cancellation by giving 10 days notice.
- iv). The contractor shall be responsible to make good the additional expenditure incurred by the Corporation. If any, due to failure to open a Branch Office or to obtain information on daily movement or failure to furnish information about work done on daily basis as per this clause of the agreement.

6. VOLUME OF WORK

a) The Corporation shall not guarantee any volume of work at any time during the currency of agreement. The mere mention of the item of work in the agreement or the quantities mentioned in the Tender shall not itself confer any right on the Contractor to demand that the entire work should necessarily or exclusively be entrusted to him. The Corporation reserves the right to appoint one or more other Contractors and distribute the work among them during the currency of this agreement at its unfettered discretion in any manner that it may decide and no claim for compensation shall lie against the Corporation by any reasons whatsoever of such division of work. The decision of the Corporation in this matter shall be final and binding on the Contractor.

7. FULFILLMENT OF WORK WITHIN THE STIPULATED TIME AND PENALTY IN CASE OF FAILURE:

- i) The Contractor shall be responsible to engage adequate

- a) To undertake movement as per the rates fixed by the Local Lorry Owner's Association duly insuring the stocks in transit (Marine Insurance) at the risk and cost of the contractor.
- i. To call for Adhoc tenders/quotation and finalize the Adhoc contractor by the Dist render Committee and got the work done at the risk and cost of the contractor.
- ii. To requisition the trucks as per G.O.Ms. No. 27. F.A9CS.IV) Dept., dated 24.01.1984 at the rate fixed by the Dist.Tender Committee and get the work done at the risk and cost of the contractor.
- iii. If the Contractor fails to move the paddy stocks on any day as per the movement instructions by the ldistr5ict Manager, the Corporation at its discretion and without termination the contract will be at liberty to make any alternate arrangements and get the work done at risk and cost of the contractor who shall be liable to made good to the Corporation all additional charges, expenditure, costs, etc. that the Corporation may incur or suffer thereby. The Departmental movement includes appointment of Adhoc contractor for movement of stocks. The contractor shall however not be entitled to any gain resulting to the Corporation from the making of alternate arrangements. The decision of the Joint Collector & EOED in this matter is final and binding on the Contractor.
- iv. In the event of default on the part of the contractor in moving the stocks in t6ime as stipulated in 8(i) the Corporation shall without prejudice to any rights and remedies under the agreement have absolute right to recover from the contractor by way of penalty a sum of Rs.50/-(Rupees fifty only) per MT, per day for the balance un-lifted quantity for the delayed period. In case the contractor fails to lift the entire quantity within the stipulated time, the penalty will be calculated as follows:

* Total quantity to be lifted by the contractor by 20th of the month 1000Mts.

* Quannity lifted by 20th of the month 800 Mts.

* Balance quantity un-lifted 200 Mts.

If so, the Transport Contractor lifted the balance un- lifted quantities of Paddy, as follows, then thepenalty will be levied as detailed below:

Date of lifting	Qty Lifted	No of DayS delayed	Penalty
21 st of that month	50	1	50 x 1 x 50 = Rs. 2500.00
22 nd of that month	60	2	60 x 2 x 50 = Rs. 6000.00
23 rd of that month	90	3	50 x 3 x 50 = Rs. 13500.00

To penalty to be collected from the Contrator will be Rs. 22000.00

- v. In case of disruption of roads due to floods, cyclone, collapse of bridge,etc., the Contractor shall obtain prior permission of Dist.Manager,APSCSCL for transportation via diverted route

staff so deputed, telephone bills, shall be recovered from the Contractor.

8. SAFETY OF GOODS:

- i). The Contractor shall be responsible for the safety of the Paddy commodity entrusted by Government from time to time undertake various schemes of Govt. of India/Govt. of A.P while in his custody and take all possible measures like covering the stocks after lading with his own tarpaulins, tying with ropes, covering the decks of Trucks with tarpaulins to cover holes and crevices. The Contractor shall be responsible for both the quantity and quality of the Paddy 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 Contractor shall be responsible for all the losses arising in the transportation. The value of such losses shall be recovered from the contractor at the end consumer price of Paddy commodity at the economic cost fixed by the Corporation whichever is higher at the time of such loss. The value of such loss shall be recovered from the Contractor at single cost prevailing at the time of loss for the losses up to 0.25% of the total quantity if the stocks in each delivery order entrusted to the contractor and at double the cost for the losses exceeding 0.25%.
- ii). Any tampering with the quality of Paddy commodity as taken delivery by the Contractor during transit, the Corporation shall have absolute right to terminate the contract for with and forfeiture of the Security Deposit and bank guarantee. The value of such loss shall be recovered from the contractor at double the economic cost.
- iii). As the Contractor is responsible for safety of paddy commodity movement of which is entrusted to him, while in his custody he must take all possible measures like noting down of engine number, chassis number, Driving license No., and the photograph of the Driver of the Truck engaged by him before the dispatch of the stock from the PPC/IKP Centers in orders to avoid any missing of Trucks with stocks, hijacking, etc. In the event if missing of truck, it is the responsibility of the Contractor to file an FIR with respective Police Station for investigation and inform the District Manager and the Head Office within 24/48 hours. It is the responsibility of the contractor to make good the loss to the corporation. This loss shall be recoverable from the contractor at the double the economic cost of the stocks lost in the missing truck. The 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.

9. HOLDING OR RETENTION OF STOCKS PROHIBITED:

- i. The contractor is not entitled to retain his custody the stocks of the corporation for any reasons what is ever and if he does so, he liable to pay the cost as per Clause 9 (ii) of the agreement for the stock retain by the him in addition to other rights and remedies available to the Corporation. The retention of the Stocks by contractor is unlawful

immediately under no circumstance truck should travel beyond the destination point. any deviation in the said instructions will be treated as diversion of stock illegally and cost of the stocks will be recovered at double the economic stock accord from other penal actions for illegal diversion of stocks as per the terms of this agreement.

- iii. In case of diversions of trucks by the contractor the corporation is empowered to file FIR under relevant section of IPC and Cr.P.C against the transport Contractor by name as accused No.1, his authorized business representative also be included by name as accused No.2 in addition to the lorry driver and cleaner.

10. RECOVERY OF DUES:

The Corporation shall have absolute right to appropriate and set off any sum of money including Security Deposit and Bank Guarantee due and payable to the Corporation under the agreement or any other agreement of the contractor with the corporation against any claim by the corporation against the Contractor under any other 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.

11. LOSS SUSTAINED BY THE CORPORATION.

The Contractor shall indemnify the Corporation for any loss or damage sustained by it due to the improper performance of the work done by the contractor under this Agreement. Such loss sustained by the Corporation may be recovered from the bills payable to the Contractor, from the Security Deposit and Bank Guarantee furnished by the Contractor under this Agreement or under any other agreement irrespective of the contract period of the Contractor with the corporation should the above sums be not sufficient to cover the full amount recoverable, the contractor shall pay the Corporation on demand the balance amount due. Other wise the Corporation is at liberty to recover the amount due under R.R. Act.

12. SUB-LETTING OF FUNCTIONS:

The Contractor shall not sub-let 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 without the prior approval of the Corporation. Whenever it comes to the notice of the Corporation that the transport Contractor who entered into agreement is only a cancellation apart from recovery of damages from the Security Deposit, Bank Guarantee and pending bills with the Corporation apart from blacklisting of Contractor and his authorized representatives. The action of the Corporation in this regard is final and binding on the Contractor and it cannot be called into question.

13. FORGERY OF SIGNATURE:

contractor. If it is found that the signature is forged or signed by some other person as of the contractor / representative the agreement is liable for cancellation apart from recovery of damages from the Security Deposit and Bank Guarantee;

14. PAYMENT OF BILLS OF CONTRACTOR:

- i. The District Manager will make payments due to the Contractor under this agreement on submission of bills in triplicate by the Contractor supported by proper consignee receipts in originals (acknowledgements from the authorized representatives of the Corporation at the receiving ends)
- ii. Claim should be preferred Truck-wise with proper consignee receipts in full shape, failing which claim will be rejected. Contractor is personally held responsible for any delay in settlement of such Bills Corporation will not make any compensation or interest on such bills.
- iii. 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 Joint Collector 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 PPC / IKP godown, etc., to the destination godown etc.
- iv. In case of disruption of roads, collapse of bridge, etc., the contractor shall obtain prior permission of the Joint Collector / District Manager, APSCSCL Anantapur 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 dated of opening of the bridge or route for traffic.
- v. The approval distances as on the date of agreement holds good for the entire period of agreement, unless and otherwise ordered by the Joint Collector in specific cases and also based on the agreement terms and conditions only.
- vi. Service Tax, TDS (Income Tax) etc. will be deducted from the payments to the Contractor as per rules in force.
- vii. The corporation will not make any payment of interest on outstanding bills at any time.
- viii. The payment will be made only for net weight of Paddy / Rice etc., transported No payment will be made for weight of bags, packing covers etc.

15. CLAIMS:

The Contractor shall prefer claims, if any, in writing within three months from the date of termination or completion of the agreement, failing which such claims shall be deemed to have been waived and

16. OBSERVANCE OF LAWS:

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 arise due to violation by the Contractor of any law order etc., in force.

17. JURISDICTION:

All Civil Suits arising under this agreement should be filed in the Courts in Anantapur.

**IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SET
THEIR HANDS IN THE PRESENECE OF**

ON BEHALF OF THE CONTRACTOR : SIGNATURE:
CAPACITY:
ADDRESS:

ON BEHALF OF THE CORPORATION : SIGNATURE:
DESIGNATION:

WITNESS (1)

NAME:

ADDRESS:

(2)

SIGNATURE:

NAME:

ADDRESS:

SIGNATURE:

DISTRICT MANAGER
APSCSCL::ANANTAPUR