

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
Regd. Office:6-3-655/1/A, C.S. Bhavan, Somajiguda, Hyderabad.

DIST. OFFICE: ANANTAPUR

**Ref: Tender Notice No. Movt.5(1)/Stage-II/2010-11 dated .06.2010
for transport of Essential Commodities under Stage II for the
year 2010 – 2011**

TERMS AND CONDITIONS

1. a) Sealed Tenders are invited for transportation of Food grains, pulses, edible oils & other Essential Commodities under Stage II from MLS Points to F.P. Shop Points.
- b) The prescribed Tender forms should be obtained from the Office of District Manager, A.P. State Civil Supplies Corporation Ltd., Buddappa Nagar, Anantapur on payment of Rs. 2,500/- in the shape of DD drawn in favour of District Manager, Anantapur in any nationalized Bank payable at Anantapur. Tender without EMD will be summarily rejected.
- c) **Period of Contract:-** The period of contract will be for one year i.e. from the date of Agreement to **31st March 2011** or till the quantities of Essential Commodities entrusted to the contractor for transport during the above period are completely transported for the month of March, 2011. The contract can be extended by the Joint Collector & EOED, Andhra Pradesh State Civil Supplies Corporation Limited at her sole discretion on the same rates, terms and conditions for a further period as determined by her keeping in the interest of PDS. The action of the Joint Collector & EOED in extending the contract shall be final and binding on the contractor and shall not be called in question.

Tender Process:

2. Tenders should be filed in the prescribed Tender forms in two covers as prescribed.
 - i) One cover super scribing (a) **Technical Tender**
Another super scribing (b) **Financial Tender.**
3. Both the covers should be sealed and kept in another Main cover superscribed as "Tender for transport of Essential Commodities under Stage-II for _____MLS Point to F.P. Shop points." Each MLS Point will be treated as a separate contract. Therefore, a separate tender should be filed for each MLS Point.
4. Financial Tender Form prescribed should be filled duly quoting the rates and should be filed in sealed Covers super scribed as "Financial Tender for transport of Essential Commodities under Stage II for _____MLS Point." The cover shall also indicate the name and address of the Tenderer to enable the Corporation to return the Tender unopened in case the Tenderer is disqualified in the Technical Tender process.
- 5.a) The tenderers should quote their rate in Flat rate only i.e. per Qtl.irrespective of distance. The rates should not be quoted in fraction of a paise.

ILLUSTRATION: (a) If the rate quoted is RS.3.00 per qtl. and the distance traveled is 5 KMs. or 20 KMs. for a load of 50 qtl., then the transport charges payable will be RS.3.00 per qtl. x 50 qtl. only irrespective of distance traveled. Thus, Kilometer is not variable, only Rate x Qtl is the formula for calculating Stage II transport charges.

b) Rates to be quoted shall not be below the unit cost per Qtl as shown in the unit cost statement worked out each MLS Point wise. Any tenderer who quotes below the unit cost shown in the statement enclosed will be disqualified and their EMD will be forfeited and no separate orders will be issued to that effect.

6. Each tenderer has to file tender for only one MLS Point, even if he has filed the tender for more than one MLS Point, the first tender opened and accepted will hold good in the seriatum fixed alphabetically and the second tender will be automatically disqualified and will not be taken up for scrutiny for all purposes.

7. Tender filed by the Tenderers should be strictly in conformity with the prescribed Terms & conditions. Tenders should not be governed by any conditions other than the prescribed. Tenders, which deviate from terms and conditions are liable to be ignored and rejected.

Required Documents and procedure:

8. Tenderers should furnish the following documents along with Technical Tender form duly filled and signed by the Tenderer, along with D.D, slabs as prescribed below.

Category	Name of the MLS Point	Mandals attached	EMD in Rs.	Cash Security Rs.	Bank Guarantee Rs.	Deployment of Vehicles
A	1. Gandlapenta	Gandlapenta	50,000/-	1,00,000/-	1,50,000/-	Not less than
	Up to	N.P.Kunta				15 MTs capacity
	500 MTs	Tanakal				One lorry + one
	allotment	2. Tanakal				Tractor / one cabster
		Nallacheruvu				
B	1. Guntakal	Guntakal & FCI Point				Not less than
	501 MTs to	2. Mudigubba				20 MTs capacity
	800 MTs	Nallamada				two lorries or one
	allotment					Lorry + two cabsters
						Or two tractors
C	1. Gooty	Gooty	1,00,000/-	2,00,000/-	3,00,000/-	Not less than
	above	Pamidi				30 MTs capacity
	800 MTs	P.Vadugur				three lorries or two
	allotment					lorries + two cabsters /
						two tractors

NOTE :1. The account payee Demand Draft towards EMD should be enclosed to the Technical Tender as per the requirement detailed above for the MLS Points yardsticks detailed.

2. The DD drawn on any nationalized Bank drawn in favour of District Manager, A.P. State Civil Supplies Corporation Ltd., payable at Anantapur towards EMD shall be obtained and enclosed.

3. Tenders without EMD as prescribed for each MLS Point will be summarily rejected and tenders enclosing cheques will also stands summarily rejected. EMD shall be obtained from the date of

notification to the last date as notified.

4. In case of un-successful tenderers EMD amount will be returned after successful tenderer execute the agreement.
5. The successful tenderer should submit the DD for the amount as shown in the above statement drawn on any nationalized bank towards security deposit within three days and enter into an agreement. The DD should be drawn in favour of the District Manager, A.P. State Civil Supplies Corporation Ltd., Anantapur payable at Anantapur. The EMD of the successful tenderer will be adjusted towards the Security Deposit and only balance Security Deposit should be furnished at the time of execution of agreement.
6. In case the successful tender fails to execute the agreement within 3 days, the EMD will be forfeited and the contract will be cancelled besides collecting liquidated damages and the tenderer will be **Black listed.**
7. The details of the vehicle No.s and type / capacity / nature of the manufacturing company should be furnished in the tender form.
8. The Technical Tender found without vehicle details as detailed above will stand automatically disqualified.
9. The tenderer should enclose along with Technical Tender, the latest tax paid receipt and fitness certificates of Vehicle quoted Xerox copies duly attested by the Gazetted officers with the seal and date. Or Otherwise the tender will be summarily rejected.
10. The owners who are having Karnataka registration vehicles have to enclose copy of loading permission in AP otherwise the eligibility of the tender will be rejected in the Technical Tender itself.
11. The Tenderers without own vehicles in his / her name. In case of firms the vehicles stands registered in favour of the tenderer firm, otherwise the tender will stand automatically disqualified.

b) Affidavit attested by a notary to the effect that the Tenderer has no past or present Criminal record with the Police/Vigilance of CS Dept. Vigilance and Enforcement Dept., Govt. of A.P./Govt. of India and that the Tenderer or any. of the partners or representatives were never black-listed by the Civil Supplies Corporation/any Govt. Organisation at any time or involved in diversion of stocks or involved in case under 6-A Case of 1955 EC Act or convicted by any Court of Law in any criminal cases.

Affidavit should be enclosed in the Proforma No.I

C) Affidavit stating that the tenderer or his representatives are not directly or indirectly related with the rice millers/Rice Millers Lorry Associations / Food grains Wholesalers and Retail Dealers and that the tenderer is not an existing Stage I Contractor/ F.P.Shop Dealer or their Associates.

Affidavit should be enclosed in the Proforma No. II

- d) Particulars of vehicles owned along with visible Xerox copies of RC Books, valid permits and valid Insurance copies of the vehicles are to be enclosed duly attested by any Gazetted Officer.
- e) Visible Xerox copies of the Partnership Deed along with Permanent and Present address of the Partners in case of Partnership firm are to be enclosed duly attested by any Gazetted Officer.
- f) Visible Xerox copy of the Memorandum and Articles of Association' in case of a limited Company duly attested by any Gazetted Officer.

- g) Visible Xerox copy of the firm registration, if it is a firm or a Company is to be enclosed duly attested by any Gazetted Officer.
- h) The successful tenderer should submit Income Tax Clearance Certificate for the past three years issued by Income Tax Officer concerned, and PAN Card issued by I.T Dept visible Xerox copy has to be furnished before taking of the work.
- i) The successful Tenderer 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 / she 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.

Ineligibility:

10. Minors are not eligible to file or participate in Tenders
11. The individuals/Firms who are BLACKLISTED by Andhra Pradesh State Civil Supplies Corporation Limited at any time are prohibited from participating in the Tenders (List of the Blacklisted Contractors is enclosed). Even though who are involved in 6-A case under Essential Commodities Act of 1955 or in diversion of stocks or with criminal record are prohibited from participating in the Tenders.
12. 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.
13. The existing Stage I Contractors, F.P. Shop Dealers or their Representatives or Associates directly or in-directly related are prohibited from participating in the tenders. If it is proved otherwise in the later stage the Contract will be cancelled and the Security Deposit & Bank Guarantee will be forfeited in full and Tenderer will be **Black listed.**
14. Public carrier vehicle operators (PCVO) Lorries or transport contractors terminated by any of the State Governments / Central Government organizations / Public Sector undertakings for malpractices are not eligible to participate in tenders. .
- 15 .Persons or Firms black-listed/Rice Millers/Rice Millers Association/ Food grains Wholesale or Retail Dealers/Stage I Contractors/Fair Price Shop Dealers and their Representatives or Partners or Associates are not eligible or entitled to participate 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 whenever it comes to notice besides recovering the liquidated damages.
16. If any person, 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 even after award of contract also, the contract will be cancelled apart from forfeiture of Security Deposit, Bank Guarantee, etc., and the criminal case will also be booked against him and the loss and expenditure will also be recovered from the contractor at any point of time during the subsistence of the Contract.

Opening of the Tenders:

17. Technical Tenders and Financial Tenders will be opened separately.
18. Technical Tenders will be opened first to decide the eligibility of the tenders and the same will be announced.
- 19 The qualifications and eligibility of the tenderers as per terms and conditions shall be scrutinized soon after opening of Technical Tenders by the members of the Tender Committee, in the presence of the tenderer or his authorized representative. The result of the technical scrutiny will be announced to the tenderers present. Only after such technical qualification is completed, the process of opening of financial tender and price evaluation will be taken up only in respect of those tenders which have been found to stand qualified and eligible upon completion of the process of technical scrutiny.
20. The financial Tenderers of those qualified in Technical Tenders will be opened and the rates quoted will be announced.
- 21 Tenderers are invited to be present either personally or through their authorized representative at the time of opening of tenders and also during negotiations. The authorized persons should produce authorization letter from the tenderer to participate at the time of opening of the tenders or in the negotiations. They should also produce the Entry Pass issued by the Corporation.
- 22 The rates quoted by the tenderers will be compared with reference to Unit cost worked out and existing rates duly taking into consideration, the quantities moved from MLS Point to F.P. Shop Points.

Negotiations:

- 23 Negotiations may be conducted with the lowest Tenderer i.e. L 1 or as decided by the JC & EOED / Tender's Committee.
- 23 a)The Tenderers should quote their negotiated rates in person or through their representative only at the time of negotiations
- 24 The rate offered by the qualified in financial tender will be taken into consideration to arrive to the lowest rates offered by the tenderer L 1.
- 25 The JC & EOED, APSCSCL reserves the right to award tender to the L1 (Lowest1) on the rates quoted in the tender or conduct negotiations with L1 (Lowest 1) only as a case may be basing on the rates quoted in Tender. Such negotiations will be held on the same day or on the following day of the opening of tenders as decided by the Joint Collector & EOED concerned. No separate information will be sent about negotiations to the tenderers.
- 26 The Joint Collector & EOED., APSCSCL reserves the right to call all the tenderers for further negotiations, if necessary. The decision of the Joint Collector & EOED in this regard is final and binding on the tenderers and it cannot be called into question by any tenderer. The tenderer should quote their negotiated rate only at the time of negotiation and rate offered through fax or by Post/any other mode before or after date of negotiation will summarily be rejected.
27. No tenderer is permitted to quote higher rates i.e. more than the rate quoted at any point of time including in negotiations i.e. more than the rates quoted in the original tender or in the negotiations. Any explanation or interpretation either oral or in writing on the quoted rates after

commencement/completion of Tender process will not be accepted under any circumstances. If any tenderer quotes the rate more than the rate already quoted, the lowest rate in the tender or in negotiations will be final and binding on the tenderer.

28. No Tenderer is entitled to withdraw his offer at any stage during or after the tender process. If he withdraws the offer, his EMD stands forfeited without any notice.
29. No tenderer shall have the right to insist on negotiations by the Corporation at any time.
29. a) The enhancement due to any reason during the subsistence of the contract after finalization of the rates will not be entertained.

Furnishing Security Deposit & Bank Guarantee

30. The Successful tenderer also should submit the Demand Draft towards Security Deposit as noted in the column no.8 with in 3 days and enter into agreement.
31. The successful tenderer should furnish Bank Guarantee from a Nationalised Bank as noted in column no.8 with in the time allowed otherwise his / her security Deposit will be forfeited and contract will be cancelled besides recovery of liquidated damages will be recovered and the name of the Tenderer will be **Black listed** for ensuing 5 years.

Other General terms & conditions:

32. The tenderer shall not be permitted to go for sub-contracts or Benami, if it is established during the subsistence of the agreement period the contract will be terminated besides forfeiture of pending bills, Security Deposit and Bank Guarantee and further the individual / firm (Tenderer) will be Black listed and will be disqualified for the ensuing 5 years to participate in any of the Departmental Transport Contract Tenders.
33. The Tenderer should deploy the same vehicles quoted in Tender for transport of Stage-II of the MLS Point. If for any reason the said vehicles are being substituted it can be done only with the permission of the JC & EOED, APSCSCL. If the above condition is found violated at any point of the Agreement period the contract will be terminated besides forfeiture of Security Deposit and Bank Guarantee. The other vehicle deployed will also be seized immediately.
34. The Tenderer should provide vehicle for Stage-II movement immediately i.e., within 24 hours on demand as per the requirement by the Incharge of the MLS Point, incase the contractor fails to provide vehicle the Stage-II movement will be taken up by the Incharge of MLS Point departmentally and the cost will be recovered from the Stage-II bills as per the prevailing rate paid. If the Tenderer fails to provide vehicle within 3 days for Stage-II movement continuously, the Stage-II Contract will be deemed to be cancelled and all payments to the Contractor including Security Deposit and Bank Guarantee will be forfeited, no correspondence and excuses will be entertained.
34. a) The Stage II contractor should Transport the EC's allotted to the MLS Point well in time to the F.P.Shop Points without fail. If the PDS Stocks are lapsed on account of failure of deployment of vehicle and improper movement of transportation etc., the lapsed quota cost will be recovered at double the value of the EC's lapsed from the transport contractor bills besides imposing penalty by the Joint Collector & EOED, and VC & Managing Director which will be not less than Rs.10,000/-

35. In case 2 tenderers quote the same rate then preference will be given to the Tenderer who belongs to the Mandal attached to the MLS Point. If both the Tenderers quote the same rate and belonging to same Mandal as well, then it will be decided by lots. Similarly if 2 or more persons quote the same rate, it will be decided by lots.
36. The tenderers are not entitled to utilize the vehicles of Stage I Contractors in the Stage II movement. In other words, they should not use vehicles of Stage I Contractors under any circumstances.
37. Other terms and conditions will also be applicable as embodied in” the form of agreement to be signed by the successful tenderer. Circular instructions issued by VC & Managing Director / Joint Collector & EOED from time to time, marked to the Contractor, and also becomes the part and; parcel of the Agreement.
38. The successful tenderer should not load the vehicle more than the capacity of the Stage-II vehicle. The Stage-II contractor will have to submit Stage-II bills only after obtaining counter signature of the concerned MLS Point Incharge, and MLS Point head quarters Tahsildar without fail. The Stage-II bill should be submitted to the District Office on or before 5th of the succeeding month (immediately after completion of Stage-II movement) regularly without fail.
39. The successful tenderer will have to move monthly allotted quantities of Essential Commodities as per the allotment given i.e., at lump sum / twice or thrice within the stipulated time of every month by positioning vehicles quoted. In addition to the vehicles quoted in the Tender as per the instructions of the higher authorities orders any other vehicles can be deployed for the period specified only If he / she fails to position vehicles as per necessity Incharge of MLS Point will start departmental movement / simultaneous movement at the cost of the Stage-II contractor without any notice as contemplated in para no.34.
- 39 a) The PDS Stocks shall be transported to the F.P.Shop Points with valid Release Orders as per the routes fixed. If the vehicle with stocks deviated from the route fixed and goes out of limits it shall be treated as diversion of stocks for his / her pecuniary gains which will attract forfeiture of all deposits, termination of contract and criminal action as per acts in force.
- b) Filing of FIR: In case of diversion of trucks by Stage II Transport contractor, FIR will be filed against Stage “Contractor by name as Accused No... 1. His authorized business representative also be included by name as Accused No... 2., in addition. The lorry driver and cleaner strictly by following the VC & MD, APSCSCL Circular No... 14, dated 23.08.2005. No leniency will be entertained in this regard.

Powers of Corporation:

- 39 The Andhra Pradesh State Civil Supplies Corporation Limited reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the Joint Collector & EOED, APSCSCL in this regard is final and binding on the tenderers, and no communication will be made with the Tenderer in this regard.
- 40 The Andhra Pradesh State Civil Supplies Corporation Limited reserves the right to award the contract in full or in part, to one or several parties. The decision of the Joint Collector &. EOED; APSCSCL in finalisation of the tenders is final.
- 41 The Contract will be awarded only after the approval of the rates by the V C & Managing Director, APSCSCL, Hyderabad.

42 Any tenderer, who fails to fulfill the tender conditions at any stage after acceptance, shall be disqualified and blacklisted as per the orders of the High Court in W.P.No.8086 of 95 in addition to forfeiture of EMD, Security Deposit as the case may be. The decision of the Joint Collector & EOED in this regard is final and cannot be called into question.

43 In case the Stage II Transport Contractor is suspended 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 suspended and all payments to the contractor under all Agreements will be frozen and Securities and Bank Guarantees under all Agreements will be forfeited.

Last date & time for filing of tenders From **10.30 AM to 1.00 PM on .06.2010.**
(at District Manager's Office)

Opening date & time of tenders AT **3.00 PM on .06.2010** Joint Collectors'
Chambers / Revenue Bhavan, Collectorate, Anantapur

**DISTRICT MANAGER
APSCSCL
ANANTAPUR**

**JOINT COLLECTOR & EX. OFFICIO
EXECUTIVE DIRECTOR : APSCSCL
ANANTAPUR**