

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
(A State Government Undertaking)
Regd. Office: 10-152/1, Sri Sai Towers, Bandar Road, Vijayawada - 520007

Smt. A SURYA KUMARI, IAS.,
V.C. & MANAGING DIRECTOR.

C I R C U L A R NO PDS - 1

No.PDS 2/Movt./FG/Stage-II/2019-2020

Dated:22.03.2019

Sub: APSCSCL - PDS - Transportation of Foodgrains under Stage II - Appointment of Stage II Contractors for one year contract period i.e., from 01.04.2018 to 31.03.2019 under flat rate system - Policy and procedural guidelines reiterated - Reg.

Read:1.PDS 2/Movt./FG 5(9)/599/2005-06, dated 20.5.2005.
2.PDS Circular No.14, PDS/Movt./FG 5(15)/2002-03, dt:23.8.2005.
3.Observations of the Hon'ble Chairman in the PUC Meeting held on 27.2.2006.
4.Resolution of the 150th Board Meeting held on 31.3.2006.
5.PDS Circular No.40 (Law Circular No.2) PDS 2/Movt./FG 5(40)/6648/2005, dated 31.3.2006.
6.H.O. Circular No.44, PDS 2/Movt./FG 5(1)/553/06-07, dated 27.4.2006.
7.Alert Note No.3, PDS 2/Movt./FG 5(38)/2005-06, dt: 5.1.2007.
8.H.O. FAX No.PDS 2/Movt./FG 5(38)/Board Item/2005-06, dated 14.2.2007.
9. H.O.FAX No.PDS 2/Movt./FG 5(67)Stage II/2009-10, dated 10.12.2009
10. H.O. Circular PDS.2/Movt./FG 5(67)/Stage II/2010-11, dtd.16.01.2010.
11. H.O. Circular PDS.2/Movt./FG 5(60)/Stage II/2011-12, dtd.22.01.2011.
12. H.O. Circular No.40, PDS.2/Movt./FG 5(95)/Stage II/2012-13, dt:22.01.2012.
13. H.O. Circular No.67, PDS.2/Movt./FG 5(27)/Stage II/2014-15, dtd.12.02.2014.
14. H.O. Circular No.1, PDS.2/Movt./FG 5(36)/Stage II/2015-16, dtd.31.01.2015.
15. H.O. Circular No.1, PDS.2/Movt./FG 5(36)/Stage II/2016-17, dtd.29.01.2016.
16. H.O. Circular No.1, PDS.2/Movt./FG 5(37)/Stage II/2017-18, dtd.31.01.2017.
17. H.O. Circular No.1, PDS.2/Movt./FG 5(37)/Stage II/2018-19, dtd.05.02.2018.

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Please read the references cited.

The movement of foodgrains for implementation of PDS in the Corporation has been done in Stage-I & Stage-II Transportation system till 2012-13. Appointment of Stage-I contractors was done by the Head Office for contract of movement of foodgrains from FCI godowns to MLS Points and Stage-II- was conducted at District level for movement of foodgrains from MLS Point to FP Shops by the District Tender Committee consisting

of Joint Collector & EOED as the Chairman and District Manager & District Supply Officer of the District as Members.

However, for the year 2013-14, a Unified Transport system was implemented, wherein contractors were transporting foodgrains directly from FCI godowns to MLS Points/FP Shops/Buffer Godowns/School point. However, the system contemplated could not make much headway because of non-participation of tenderers in most of the districts. This has created lot of difficulties in movement of foodgrains. So it is felt desirable to revert back to the old system i.e Stage-I and Stage-II.

The Corporation has introduced Vehicle Tracking System in all the Districts in order to monitor the movement of Essential Commodities under Stage-II to avoid any diversion. Accordingly, **M/s TRANS GLOBAL GEOMATICS, HYDERABAD** have been appointed for installation of GPS Devices to the vehicles under Monthly Rental basis. Therefore, all the Stage-II Transport Contractors have to necessarily get their Vehicles installed with the GPS Devices provided by M/s Trans Global Geomatics, Hyderabad or any other appointed supplier during that time for implementation of GPS-Vehicle Tracking System and monthly Rent for the GPS Device shall be paid by the Stage-II Contractor only which will be recovered from the Stage-II Transport bills.

In the reference 10th , 11th ,12th , 13th , 14th , 15th, 16th & 17th cited, detailed guidelines were issued for calculating the **minimum unit cost**. It was specifically felt by the Board of Directors that getting the rates below the **minimum unit cost** as prescribed by the Joint Collector/Dist. Manager becomes unhealthy and leads to adverse impact on actual working of the transport contractors. Therefore, the Joint Collectors were requested to disqualify the tenderers apart from black-listing if any one quotes (-) rates i.e. below the unit cost prescribed in the Tender Schedule. **The most important and crucial point is fixation of unit cost and arriving at Dist. average rate per qtl. taking into consideration the normal allotment of each MLS Point. The unit cost worked out for each MLS Point has to be intimated to the tenderers in the tender schedule without fail.**

As per the guidelines in force, the last year rates i.e., the existing rates will be taken as one of the base rates for comparison of new rates and as such all the Dist. Managers were instructed to work-out the Dist. Average Rate per qtl. on the existing rates by taking the normal allotment of each MLS Point / Mandal into criteria and also to work-out the Dist. Average rate on the proposed rates and to send proposals along with the statement of Dist. Average Rate as per the Minimum unit cost worked, on existing rates and also on proposed rates. But most of the Dist. Managers are not sending the same resulting in unnecessary correspondence from H.O. amounting to delay in approval of rates and finalization of Stage II Transport Contracts.

It had also come to the notice of Head Office that in some Districts the Tender Schedule Rate is being fixed very meagerly i.e. Rs. 100/- and below. Since, the rate of Tender Schedule is being fixed by the JC & EOED at District level. It is advised to fix the Rate of Tender Schedule not less than Rs. 3000/-.

Further it is noticed that in spite of clear instructions, some of the Dist. Managers are issuing work orders to the Stage II Transport Contractors without even collecting the security deposits and some of the Dist. Managers are not sending the proposals in full shape with all relevant

details like fixation of Minimum Unit Cost and existing and proposed District Average rates etc.

Therefore, the following guidelines are re-iterated once again for strict compliance.

1. FIXATION OF MINIMUM UNIT COST(M.U.C):

All the Dist. Managers are requested to take the following elements for calculating the minimum unit cost for general guidance.

1. Cost of vehicle or investment for a vehicle at Rs. 6,00,000/- and interest @ 12% per annum per month.
2. Normal Allotment of MLS Point and number of trips at 100 qtls. per trip.
3. Total Distance involved for all the F.P. Shops, diesel consumption at 4 KMs. per litre for single way distance only.
4. Cost of Diesel at the existing rate for the distance involved for single way.
5. Miscellaneous expenditure and repairs not exceeding Rs. 3,000/- per month.
6. Taxes and Insurance (as fixed by Govt.) per month.
7. Driver and Cleaner wages both not exceeding Rs. 10,000/- per month.
8. Interest on S.D. at 6% per annum per month.
9. Total expenditure.
10. Minimum Unit Cost per qtl.
(Total expenditure / Quantity)

Some of the District Managers have taken one vehicle for each Mandal and calculated Minimum Unit Cost, which resulted escalation of Minimum Unit Cost.

The District Managers have to ensure that all the parameters mentioned above are to be calculated for one vehicle of 10 MTs. capacity for single way only for the entire MLS Point for fixation of Minimum Unit Cost irrespective of number of Mandals attached to it.

2. CALLING OF TENDERS:

To call for tenders for appointment of Stage II Transport Contractors immediately and ensure that tenders are finalized before the expiry of the existing period of transport contractors and shall not give any scope for extension of contract periods except in unavoidable and unforeseen circumstances duly intimating the Head Office.

3. PERIOD OF CONTRACT:

The period of contract of Stage II Transport Contractors should be for one year from 1st April to 31st March. The Joint Collector & EOED and Dist. Managers should follow this Stage II contract period invariably. In case of delay in appointments also the end period of the contract should be 31st March of the succeeding calendar year. The Joint Collector & EOED and Dist. Managers are empowered to extend the contract period on the

same rates, terms and conditions in case regular contractor could not be appointed before 31.03.2019.

4. ELIGIBILITY CRITERIA:

1. Minors are not eligible.
2. Tenderer should have One year experience in transportation duly obtained from any PSU/Govt. Dept./Public Limited Company dealing in the field of foodgrains.
3. Individual / Firms / Partnerships who own minimum three vehicles and three hired vehicles or No. of vehicles prescribed by the JC & EOED with reference to MLS Point-wise allotment and quantum to be moved and the number of Mandals attached to the MLS Points.
4. In case of Firms, tenderers should furnish a copy of registration of Firm. **Copy of the Partnership Deed along with permanent and present address of the partners in case of Partnership firm with minimum one year of existence prior to notification of Foodgrains Tenders.**
5. Black-listed individuals/Firm/Partners or those involved in diversion of stocks or involved in 6A cases or criminal cases are not eligible.
6. F.P. Shop Dealers/Rice Millers/Wholesale or Retail Dealers or their associates are not eligible.
7. Stage I Transporters or their partners or Associates are not eligible.
8. Public carrier vehicle operators (PCVO) lorries or transport contractors terminated by any of the Govt. Organization for malpractices are not eligible.

5. TENDER PROCESS:

Tenders should be filed in the prescribed Tender forms enclosed, in two covers as follows:

- a) One superscribing Technical Tender b) The other superscribing Financial Tender.
- i. Technical Tenders and Financial Tenders should be opened separately.
- ii. Technical Tenders should be opened first to decide the eligibility of the tenders and the same should be announced.
- iii. The financial tenders of those qualified in Technical tenders should be opened and the rates should be announced.
- iv. Negotiations should be conducted with the lowest tenderer i.e. L1 only.

6. PUBLICATION OF TENDER NOTICE:

- i) The Tender Notice should be published in the District Edition of two Telugu Daily newspapers which are having first and second largest circulation in the district.
- ii) In order to have wide publicity the Tender Notices should be circulated to all the Lorry Supply Union Offices of the Transporters in the district and the Warehouses, Mandal

Revenue Offices, all AMCs of the Dist. and the Incharges of MLS Points to display on the notice Boards.

- iii) Notice should be displayed on the Notice Board of the District Office concerned Mandal Revenue Office and also in the MLS Points without fail.

This should be informed specifically while sending proposals to H.O.

7. SALE OF TENDER FORMS:

The Tender Schedule should consist of Tender Notice, Terms and Conditions, Tender forms (Technical and Financial), List of Blacklisted Contractors, Proforma of Affidavits, Proforma of Agreement, Entry Pass for attending the tenders at the time of opening of tenders and negotiations.

The Tender Forms should be sold by collecting not less than Rs.3000/-, as fixed by the JC & EOED. A Tender Sale Register should be maintained in this regard and the amount realized on sale of tender forms.

8. BLACKLISTED CONTRACTORS:

As per the instructions, the Dist. Managers should maintain a register of Black-listed Stage II Transport Contractors and those who involved in diversion of stocks or 6A cases or criminal cases. The District Managers should enclose the list of blacklisted Stage II Contractors to the Tender Schedule.

The black-listed contractors, existing Stage I Contractors of the District or their representatives, Fair Price Shop Dealers or their Associates, Rice Millers Association/Rice Millers Lorry Owners Association, Rice Wholesale Dealers/Retail Dealers or their Associates and the contractors with criminal record are prohibited from participating in the Tenders. An affidavit duly signed by a notary should be filed by the tenderers along with the tender invariably that they do not belong to any of these prohibited categories. If one tenderer is participating in more than one (1) Tender, he can be permitted to furnish a Xerox copy of Affidavit signed by Notary as the tenderer is same.

9. EMD AND SECURITY DEPOSIT:

Basing on the allotments of essential commodities at MLS Points under various schemes and the same have to undergo Stage II transportation, the Securities for the year 2018-19 have been fixed as follows:

Allotment of all Essential Commodities at MLS Point	Earnest Money Deposit Rs.	Security Deposit Rs.
Upto 500 MTs.	50,000.00	3,25,000.00
500 MTs. to 800 MTs.	75,000.00	4,00,000.00
Above 800 MTs.	1,00,000.00	6,00,000.00

10. OPENING OF THE TENDERS:

The Tender Committee, consisting of the Joint Collector and Ex-officio Executive Director, Andhra Pradesh State Civil Supplies

Corporation Limited as Chairman, the District Manager, CSC as Convener, Representative of RTA Dept. and the District Supply Officer as Members. The Tender Committee shall open the tenders in the presence of all the tenderers. A record to that effect should be maintained duly obtaining the signatures of tenderers participated and counter-signed by the Dist. Tender Committee. The Joint Collector can co-opt any special member like local Sub-Collector/RDO, for assisting in the deliberations.

11. CONDUCTING NEGOTIATIONS:

Depending on the rates received, **the negotiations should be conducted on the following day with the L1 tenderer by the Dist. Tender Committee.** However, the negotiations should be done transparently by fixing a date and time and in the presence of all the tenderers, Tender Committee Members and Chairman of the Committee. The date of negotiation should be communicated to the tenderers in advance. The whole process should be transparent and properly documented without giving any scope for litigations in future.

12. FINALISATION OF TENDERS:

After negotiations, the Tender Committee should decide about the lowest rates quoted depending on the rates received by taking into consideration the MLS Point allotment and the expenditure on the existing rates, in comparison with the existing MLS Point rate or existing District Average rate etc. If the Tender Committee desires to reject any Tender, it should be substantiated and recorded in detail with reasons and recommendations if any and send the same along with the proposals to the Head Office for information and record.

The tenderers who quoted the rates less than the **UNIT COST** should be rejected and they should not be allowed to participate in negotiations.

In case equal rates are received in any MLS Points by two or more tenderers, the District Tender Committee may examine the matter duly taking into account the past performance in case of existing Stage-II contractors, number of Vehicles owned/hired, experience, ground realities and local circumstances etc., and take an appropriate decision to ensure smooth functioning of Public Distribution System in the district.

The Tenderers should have atleast three own Vehicles with a total capacity of 30 MTs. upto 2 Mandals attached to the MLS Points. In respect of three or more Mandals attached to the MLS Points, three more Trucks/Cabstars/Tractors are to be hired for additional capacity of 30 MTs. However, the Joint Collectors can prescribe the number of vehicles to be held by the Stage II Contractors in addition to the two minimum vehicles prescribed keeping in view the allotment of MLS Point and timely supply of stocks to F.P. Shops. An Affidavit should also be filed by the tenderers stating that they have not declared the same Stage II vehicles for another MLS Point within district or the MLS Points of neighboring districts for obtaining Stage II contract for that particular year. Tender without holding the number vehicles prescribed stands rejected.

13. RETURN OF THE EARNEST MONEY DEPOSITS:

The Earnest Money Deposit should not be returned till the lowest tenderer is entered into Agreement.

14. FURNISHING OF SECURITY DEPOSIT:

The successful tenderer should furnish the prescribed Security Deposit within three days and enter into agreement. Only on receipt of the required Security Deposit, the Work Order should be issued to the

successful tenderer. In the event of failure of the Tenderer to furnish Security Deposit and enter into agreement after acceptance within the specified time, the Earnest Money Deposit should be forfeited. If the Transport Contractor fails to take up the work of transportation after furnishing the Security Deposit, the same should be forfeited besides blacklisting of the Transport Contractor. Any deviation in this regard will be treated as default and action should be taken against the persons responsible.

15. SENDING PROPOSALS TO HEAD OFFICE:

Since all the matters related to Stage-II including Court Cases are being dealt at District level, it has been decided to delegate powers to the District Tender Committee to finalize the Stage-II tenders upto 10% enhancement on the existing rates. However, in respect of rates approved by the Head Office over and above 10% increase in certain Districts for some MLS Points as a special case, based on the specific recommendations of the concerned Joint Collectors & EOEDs as per the ground realities. In all such cases, those rates are may not be taken as a precedence in a routine manner. The District Tender Committee has to judiciously examine the prevailing open market rates, the escalation in the diesel, petrol, products, Tyres, Tubes inflationary trend, local circumstances etc., and arrive at a prudent decision to minimize the additional transport expenditure under Stage-II movement to the extent possible without any detrimental for smooth functioning of PDS.

In respect of the Stage-II Transport rates where the percentage of increase is not reduced below 10% in spite of the negotiations and best efforts made by the District Tender Committee, such cases should be referred to the Head Office for approval with proper justification to take a final decision by the VC & Managing Director.

The District Managers should plan in advance strictly as per reference 9th cited and action taken for appointment of new Transport Contractors under Stage II without any dislocation of transportation under Public Distribution System. There should not be any slackness in appointing the Stage II Contractor. Non-finalization of Stage II Contracts in time will lead to unnecessary representation and litigation apart from dislocation in movement of stocks.

The proposals for acceptance of the rates should be accompanied with the following invariably.

1. Minimum Unit Cost per qtl. worked-out MLS Point/Mandal-wise with reference to normal allotment along with the working sheets and the Dist. Average Rate per qtl.
2. Average Rate per qtl. on the existing rates MLS Point-wise along with working sheets and the Dist. Average Rate per qtl. on existing rates.
3. Average Rate per qtl. on the rates proposed MLS Point-wise along with the working sheets and the Dist. Average Rate per qtl. on the proposed rates.
4. MLS Point wise Tenders received, tenders rejected, rates quoted in the tender and the rates offered in negotiations.
5. Verification and Confirmation of the owning/hiring no. of vehicles of the tenderer proposed to H.O.
6. Detailed remarks of the Tender Committee of the tender disqualified or rejected.

16. COMMUNICATION OF WORK ORDERS:

On issue of work orders, the District Managers should communicate specimen signatures of Transport Contractors along with the copy of the agreement and authorization given by the Stage II Transport Contractors and the names and signatures of authorized representatives to the MLS Point Incharges invariably. In turn the MLS Point Incharge concerned, should verify the signatures of the contractor/his authorized representative at the time of delivery of stocks to the transport contractor and should see that no other unauthorised person sign or entrusted transportation on behalf of Transport Contractor. Any lapse in this regard should be viewed seriously and action should be taken as per the terms and conditions of the agreement against the Transport Contractor and also Incharge MLS Point without fail. It is the responsibility of the Incharge MLS Point to inform the Dist. Manager / JC & EOED about the non-performance or unworkmen like performance by Stage II Contractor immediately.

17. 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 should be frozen.

18. In case the Stage II Transport Contractor is terminated due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said contractor with the Corporation, if any, should also be terminated and all payments to the Transport contractor including Securities under all Agreements should be forfeited.

19. In the districts, where SC/ST beneficiaries have been undertaking Stage-II transport contract in some MLS Points, have also to be treated on par with regular Stage-II tenders in respect of furnishing Security Deposit, in case their loan amounts are cleared.

20. Circular instructions issued by VC & MD/JC & EOED/Govt. in this regard from time to time should be served to the transport contractors under proper acknowledgement since the same are also treated as part of terms and conditions of the agreement.

21. The Joint Collectors may evolve their own mechanism, in addition to the policy and procedural guidelines listed above, to ensure that the revised system is followed in both letter and spirit fully and the same should be informed to Head Office.

All the Joint Collector & EOEDs. / District Managers are requested to follow the above guidelines scrupulously and acknowledge the receipt of the Circular.

For V.C. & MANAGING DIRECTOR

To
All the Joint Collector & EOEDs., APSCSCL
All the District Managers, APSCSCL

Copy to: All the Zonal Managers, APSCSCL
Copy to: The General Manager(A & V), APSCSCL., Vijayawada
Copy to: The General Manager(Fin.), APSCSCL., Vijayawada

Copy to: PS to VC & MD
Copy to: Stock file

DIST. OFFICE : _____

Ref: Tender Notice for transport of Essential Commodities under Stage II for the year 2019-2020.

TERMS AND CONDITIONS

1. Tenders for transport of Essential Commodities under Stage II from MLS Points to F.P. Shop Points. The period of contract will be for one year i.e. from 1st April 2019 to 31st March 2020 or till the quantities of Essential Commodities allotted or entrusted to the contractor for transport during the above period are completely transported.
2. Tenders should be filed in the prescribed Tender forms enclosed, in two covers as follows:
 - a) One superscribing Technical Tender b) The other superscribing Financial Tender.
3. Both the covers should be sealed and kept in another Main cover superscripted as "Tender for transport of Essential Commodities under Stage II from _____ 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. Technical Tenders and Financial Tenders will be opened separately.
5. Technical Tenders will be opened first to decide the eligibility of the tenders and the same will be announced.
6. The financial Tenderers of those qualified in Technical Tenders will be opened and the rates will be announced.
7. Negotiations will be conducted with the lowest Tenderer i.e. L1.
8. Tenderers should furnish the following documents along with Technical Tender form duly filled and signed by the Tenderer.
 - a) Bank draft towards EMD for **Rs.**_____ obtained from any Nationalised Bank in favour of DIST. MANAGER., APSCSCL., _____ payable at _____.
 - 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 EC Act or convicted by Court of Law in a criminal case. } Affidavit in enclosed proforma No.I.
 - c) Affidavit stating that the tenderer or his }

representatives are not having any links with the rice millers/mills/Rice Millers Lorry Associations/Foodgrains Wholesalers and Retail Dealers and that the tenderer is not an existing Stage I Contractor/F.P.Shop Dealer or their Associates.

Affidavit
in enclosed
proforma
No.II.

- d) Particulars of vehicles owned along with copies of RC Books and valid permits.
 - e) **Particulars of previous Work Experience for One Year in transportation in the field of foodgrains shall be furnished**
 - f) Copy of the Partnership Deed along with Permanent and Present address of the Partners in case of Partnership firm.
 - g) Copy of the Memorandum and Articles of Association in case of a limited Company.
 - h) Copy of the firm registration, if it is a firm or a Company.
9. Financial Tender Form prescribed should be filled duly quoting the rates and should be filed in sealed covers superscribed as "Financial Tender for transport of Essential Commodities under Stage II from _____ 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 Tender process.
10. 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: If the rate quoted is Rs.3.00 per qtl. and the distance travelled is 5 KMs./20 KMs./28 KMs. For a load of say 50 qtl. then the transport charges payable will be Rs.3.00 per qtl. x 50 qtl. only irrespective of distance travelled. Thus, Kilometre is no longer a variable only Rate x Weight is the formula for calculating Stage II transport charges.
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 Contractors who are involved in 6-A case under Essential Commodities Act 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/Foodgrains 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 are prohibited from participating in the tenders.
14. Public carrier vehicle operators (PCVO) lorries or transport contractors terminated by any of the Govt. Organization for malpractices are not eligible to participate in tenders.
15. A person or Firm or Company who has been blacklisted by the Corporation or by any of the Government Organization or Government or involved in diversion of stocks or involved in 6-A case under E.C. Act at any time or with criminal record is not entitled to participate in the Tenders. **Persons or Firms black-**

listed/Rice Millers/Rice Millers Association/Foodgrains Wholesale or Retail Dealers/Stage I Contractors/Fair Price Shop Dealers and their Representatives or Partners or Associates are not eligible or entitle 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 whenever it comes to notice besides recovering the liquidated damages.

16. Every tender 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 condition No. "10, 11,12 and 13" above. Giving false or misleading information in this regard will attract serious, legal consequences and forfeiture of EMD or SD as the case may be.
17. 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, etc.
18. Minors are not eligible to file or participate in Tenders.
19. The Stage-II tenderer should have atleast three own Vehicles with a total capacity of 30 MTs. upto two Mandals attached to the MLS Points. In respect of three or more Mandals attached to the MLS Points, three more Trucks/Cabstars/Tractors are to be hired for additional capacity of 30 MTs. for the contract period of one year from 1.04.2018 to 31.03.2019 in the form of leased deed executed on Rs.10/- non-judicial stamp paper duly notarized. The details of own/hired vehicles should be furnished in the Tender form. Tenderers without own/hired vehicles as stated above will stand automatically disqualified.
20. The tenderers should offer separate vehicles for each MLS Point tender. In case they are applying for more than one MLS Point, same lorries offered for more than one MLS Point will be liable to be rejected in case they are successful in more than one MLS Point.
21. 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.
22. This contract will ordinarily be in force from 1st April to 31st March or till the quantities of Essential Commodities allotted or entrusted to the contractor for transport during the above period are completely transported. 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 keeping in view of public interest. 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.

23. 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. Only after such pre-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. The result of the technical scrutiny will be announced to the tenderers present.
24. After the process of Technical tender only, the financial tenders of the qualified technical tenders will be opened.
25. 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.
26. The rates quoted by the tenderers will be compared with reference to existing MLS Point & existing district average rates duly taking into consideration, the quantities moved from MLS Point to F.P. Shop Points.
27. The rate offered by the qualified technical tenderers in financial tenders will be taken into consideration and arrive at the lowest rates offered by the tenderers as L1, L2, L3 and so on.
28. Depending on the rates received, negotiations will be conducted with the L1 tenderer. Such negotiations will be held on the fixed date as decided and announced during the process of opening of tenders. If necessary separate intimation will also be sent to the tenderers about negotiations.
29. 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.
30. Joint Collector & EOED, APSCSCL reserves the right to award tender basing on the rates quoted or conduct negotiations, if necessary, as stated above before finalizing the contract.
31. The tenderers should quote their negotiated rates in person or through their authorized representative only at the time of negotiations.
32. 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.
33. 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.

34. No tenderer shall have the right to insist on negotiations by the Corporation at any time.
35. 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.
36. 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 and binding on the tenderers.
37. Every tender should be accompanied by an Account Payee Demand Draft for Rs. _____ (**Rupees _____ only**) drawn on any Nationalised Bank in favour of Dist. Manager, Andhra Pradesh State Civil Supplies Corporation Limited payable at _____ towards Earnest Money Deposit. Tenders without prescribed EMD stands summarily rejected. No adjustment of existing Security Deposit of contractors will be accepted. Tenders enclosing cheques will also stand summarily rejected. In case of unsuccessful tenderers, this EMD will be returned after the successful tenderer executes the agreement. In case the successful tenderer fails to execute the agreement within three days of offer of contract, the EMD will be forfeited and award of contract will be cancelled besides collecting liquidated damages and **blacklisting**.
38. The successful tenderer should submit the Demand Draft for Rs. _____ (**Rupees _____ only**) drawn on any **Nationalised Bank** towards Security Deposit within three days and enter into agreement. The Demand Draft should be drawn in favour of the District Manager, A.P.State Civil Supplies Corporation Limited., payable at _____. The EMD of **Rs. _____ (Rupees _____ only)** 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.
39. 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.
40. **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.**
41. **In case the Stage II Transport Contractor is terminated due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said contractor with the Corporation, if any, will also be terminated and all payments to the contractor including securities under all Agreements will be forfeited.**

42. In the Districts, where SC/ST Beneficiaries have been undertaking Stage-II Transport Contract in some MLS Points, have also to be treated on par with regular Stage-II Tenders in respect of furnishing Security Deposit, in case their loan amounts are cleared.
43. The Corporation has introduced Vehicle Tracking System in all the Districts in order to monitor the movement of Essential Commodities under Stage-II to avoid any diversion. Accordingly, M/s TRANS GLOBAL GEOMATICS, HYDERABAD have been appointed for installation of GPS Devices to the vehicles under Monthly Rental basis. Therefore, all the Stage-II Transport Contractors have to necessarily get their vehicles installed with the GPS Devices provided by M/s TRANSGLOBAL GEOMATICS or any other appointed GPS Supplier at that time for implementation of GPS Vehicle Tracking System and monthly Rent for the Device shall be paid by the Stage-II Transport Contractor only which will be recovered from the Stage-II Transport Bills. If the contractor doesn't agree for installation of GPS Device, is liable for termination of the Contract.
44. 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, also becomes the part and parcel of the Agreement.
45. **Filing of FIR: In case of diversion of trucks by Stage II Transport contractor, FIR will be filed against Stage II 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 strictly by following the VC & MD, APSCSCL Circular No. 14, dated 23.08.2005. No excuse or leniency will be entertained in this regard.**
46. The Corporation is having RPDS vehicles which can be utilised for movement of foodgrains 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.
47. 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 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.
48. The successful tenderer shall submit Income Tax Clearance Certificate for the past three years issued by Income Tax Officer concerned before taking up the work under the contract. PAN No., given by IT Dept. has to be furnished.

For VC & MANAGING DIRECTOR

DISTRICT OFFICE: _____

TECHNICAL TENDER FORM

TENDER FORM NO:

NAME & ADDRESS OF THE
PARTY TO WHOM SOLD.

SIGNATURE OF THE OFFICER OF
CORPORATION WITH SEAL

**TECHNICAL TENDER FORM FOR THE TRANSPORTATION OF
ESSENTIAL COMMODITIES AND UNLOADING OF STOCKS AT
F.P.SHOPS UNDER STAGE II FOR THE FINANCIAL YEAR -----
----- FOR THE MLS POINT _____.**

REF:Tender Notice No._____, dated. _____

**AFFIX PASS PORT SIZE
PHOTOGRAPH
OF THE TENDERER
(Attestation has to be
done either by DM or any
Gazetted Officer of the
Government)**

1. Name of the Tenderer/Firm &
Permanent Address :

2. Address of the Head Office
of Tenderer/Firm.

H.No. :

Street No. :

Village :

: 2 :

Taluk :

District :

- Pin Code :
- Phone Number :
3. Address of Local Office
if any :
- H.No. :
- Street No. :
- Locality :
- Pin Code No. :
- Phone No. :
4. Whether Proprietary Firm :
Or partnership Firm or
Limited Company
(Firm Registration Certificate
should be enclosed)
5. Name & Address of the :
Proprietor/Partner/
Managing Director.
(Partnership Deed/Memorandum
and Articles of Association and
addresses should be enclosed)
6. Previous experience in :
transport work (if so
proof in support of this
should be enclosed).
7. No.of Trucks or Cabstars / Tractors
owned and hired with description, registration No.,
and capacity (Necessary proof
is to be enclosed) :
8. Turnover in transport business :
during the last three years.
9. PAN No. Given by IT Dept.:
- 10.GST Number :
- I/We have clearly understood all the terms and conditions of the tender and the agreement, etc., and agree to undertake the transportation by road .

I/We shall assure that I/we shall strictly abide by the terms and conditions of the Tender, agreement and subsequent circular instructions issued by the Vice-Chairman & Managing Director/District Manager, Andhra Pradesh State Civil Supplies Corporation Limited & Joint Collector & EOED of the District from time to time.

I/We are enclosing herewith the following documents as per the Terms and Conditions of the Tender.

- i) Bank draft No. _____, dated _____ towards EMD for **Rs.** _____ obtained from _____ Nationalised Bank in favour of Dist. Manager, APSCSCL., _____ payable at _____.
- ii) 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 EC Act or convicted by Court of Law in a criminal case.
- iii) Affidavit stating that the tenderer or his representatives are not having any links with the rice millers/mills/Rice Millers Lorry Associations/Foodgrains Wholesalers and Retail Dealers and that the tenderer is not an existing Stage I Contractor/F.P.Shop Dealer or their Associates.
- iv) Particulars of vehicles owned in the prescribed Form - I along with copies of RC Books and valid permits of declared vehicles.
- v) **Particulars of previous Work Experience for One Year in transportation in the field of foodgrains shall be furnished.**
- vi) Copy of the Partnership Deed along with Permanent and Present address of the Partners. In case of Partnership firm, copy of Memorandum & Articles of Association with the addresses of Board Members.
- vii) Copy of the firm registration.

Affidavit
in enclosed
proforma No.I.

Affidavit
in enclosed
proforma
No.II.

I/We hereby affirm that the Corporation is at liberty to take action against me/us as per the **Clause No.15** of the terms and conditions of tender document if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE TENDERER

NAME

NAME OF THE AUTHORISED
REPRESENTATIVE

PERMANENT ADDRESS:

PASS PORT SIZE
PHOTOGRAPH OF
THE AUTHORISED
WITH SIGNATURE
(Attestation should be
done by the Tenderer)

PRESENT ADDRESS:

SIGNATURE OF THE PERSON
AUTHORISED TO REPRESENT
THE TENDERER.

SIGNATURE OF THE TENDERER

DISTRICT OFFICE: _____

FINANCIAL TENDER FORM

TENDER FORM NO:

NAME & ADDRESS OF THE
PARTY TO WHOM SOLD.

SIGNATURE OF THE OFFICER OF
CORPORATION WITH SEAL

**FINANCIAL TENDER FORM FOR THE TRANSPORTATION OF
ESSENTIAL COMMODITIES AND UNLOADING OF STOCKS AT
F.P.SHOPS UNDER STAGE II FOR THE FINANCIAL YEAR -----
----- FOR THE MLS POINT _____.**

Ref:Tender Notice No._____, dated. _____

**AFFIX PASS PORT
SIZE PHOTOGRAPH
OF THE TENDERER
(Attestation has to be
done either by DM or
any Gazetted Officer of the
Government)**

1. Name of the Tenderer/Firm :
& Permanent Address :

2. Address of the Head Office
of Tenderer/Firm.

H.No. :

Street No. :

Village :

Taluk :

District :

Pin Code :

Phone Number :

3. Address of Local Office
if any :

H.No. :

Street No. :

Locality :

Pin Code No. :

Phone No. :

I/We have clearly understood all the terms and conditions of the tender and the agreement, etc., and agree to undertake the transportation by road at the following rates quoted by me/us.

I/We shall assure that I/we shall strictly abide by the terms and conditions of the Tender, agreement and circular instructions issued by the Vice-Chairman & Managing Director/District Manager, Andhra Pradesh State Civil Supplies Corporation Limited & Joint Collector & EOED of the District from time to time.

I/We shall furnish the prescribed security deposit of Rs. _____ (Rupees _____ only) within three days of the acceptance of my/our tender and enter into agreement. **I/We are well aware of the forfeiture Clause in the terms and conditions of the tender and my / our EMD stands forfeited besides cancellation of contract, recovery of liquidated damages and black-listing, if I/we fail to furnish the prescribed Security Deposit and also enter into agreement within 3 days of acceptance of my / our tender.**

I / we will strictly abide by the terms and conditions etc. as per the agreement and start the transport work immediately failing which my / our Security Deposit can be forfeited and the award of contract stands cancelled besides collection of liquidated damages and black-listing as per the terms and conditions of the Tender.

I / We hereby affirm that the Corporation is at liberty to take action against me / us as per the **Clause No.15** of the terms and conditions of tender document if the above said statement proves to be wrong at any point of time.

I/We hereby quote the following rates:

TENDER FILED FOR THE MLS POINT:

RATE QUOTED IN RUPEES AND PAISE AS MENTIONED BELOW:

	Rate in Figures Rs. Ps.	Rate in words
Flat (Base) rate per qtl. irrespective of		

distance transported		
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SIGNATURE OF THE TENDERER
NAME

NAME OF THE AUTHORISED
REPRESENTATIVE

PERMANENT ADDRESS:

PASS PORT SIZE
PHOTOGRAPH OF
THE AUTHORISED
WITH SIGNATURE
(Attestation should be
done by the Tenderer)

PRESENT ADDRESS:

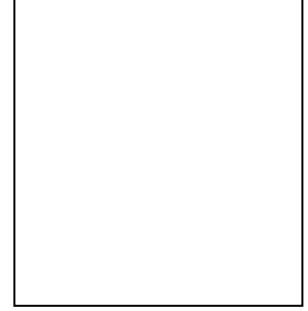
SIGNATURE OF THE PERSON
AUTHORISED TO REPRESENT
THE TENDERER.

SIGNATURE OF THE TENDERER

DISTRICT OFFICE: _____

ENTRY PASS

Photograph



1. Tender Form No. :
2. Name of the Tenderer :
3. Permanent Address :
4. MLS Point for which tender filed :

**SIGNATURE OF DISTRICT
MANAGER/
ASSISTANT MANAGER**

(Note : It has to be produced by the Tenderer or his authorized representative at the time of opening of tenders and also for attending the negotiations.)

AGREEMENT FOR TRANSPORT OF ESSENTIAL COMMODITIES
UNDER STAGE II FROM _____MLS POINT TO THE
FAIR PRICE SHOPS ATTACHED TO THE MLS POINT.

* * *

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.10-152/1, Sri Sai Towers, Bandar Road, Kanuru,
Vijayawada-520007, Andhra Pradesh (hereinafter called the Corporation)
represented by its District Manager on one part and
_____ as under the name
and style of M/s _____ (hereinafter
called the Contractor) which shall mean and include the person, persons,
partners, firm or Company including legal heirs, successors and permitted
assigns on the other part witnesseth as follows:

Whereas the Contractor being desirous of performing the work of
transport of essential commodities by road from _____
MLS Point to various Fair Price Shops attached to MLS Point
_____ on behalf of the Corporation submitted
tender in pursuance of the Tender Notice No. _____,
dated _____, and whereas the Corporation accepted the said
tender rates after negotiations vide Proceedings No. _____,
dated _____ and whereas the contractor agreed to perform the
duties described under the following terms and conditions now this deed
witnesseth and the parties herein do hereby mutually agrees as follows:

1. DESCRIPTION OF WORK:

- a) The contractor shall transport essential commodities from _____
MLS Point to Fair Price Shops within the Mandals attached to the MLS
Point as per the ROs orders issued by the Competent Authority.
- b) The Contractor shall also transport essential commodities from
_____ MLS Point to Fair Price Shop or other places, as per the
allocation orders issued by the District Manager/ Joint Collector & EOED,
or any authorized official.
- c) The Contractor shall complete the movement within the time schedule
set by the Joint Collector & EOED / District Manager.
- d) The contractors are prohibited from engaging the Trucks of the Stage I
Contractors existing in the District or the Rice Millers or their Associations
or persons involved in diversion of stocks or with criminal record or issues
involved in 6-A case under E.C. Act for the purpose of transportation of
foodgrains under PDS and they should not have any tie up arrangements
with the Stage I Transport Contractors of the District or the Rice Millers
or their Associations or foodgrains wholesale / Retail dealers or
persons involved in diversion of stocks or persons involved in 6-A case
under EC Act or with criminal record for transportation of foodgrains of
the Corporation. 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 the Security Deposit and the contractor will be

BLACKLISTED. In this regard, the action of the Corporation is final and binding on the Contractors.

2. RATE OF PAYMENT PER QUINTAL FOR TRANSPORTATION
UNDER STAGE II FROM _____ MLS POINT TO
F.P.SHOPS.

	Rate in figures Rs. Ps.	Rate in words
--	----------------------------	---------------

Rate per Qtls. irrespective of distance

- 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 whatsoever except the sum due at the rates approved as shown above.
- II. 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 in this regard will be entertained.

3. PERIOD OF AGREEMENT:

- i. This agreement will ordinarily be in force for a period of one year commencing from 1st April to 31st March of the succeeding year or till the quantities of essential commodities allotted to the contractor during the above period for transport are completely transported. The contract can be extended by the Joint Collector & EOED, Andhra Pradesh State Civil Supplies Corporation Limited on the same rates, terms and conditions for a further period /periods with the approval of the Competent Authority. 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.
- 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 stocks as taken delivery by him for onward transportation to the destinations as per movement instructions issued by the Incharge of MLS Point 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 have absolute right to terminate the contract with immediate effect in case of

any diversion or misappropriation of stocks while in his custody without assigning any reasons whatsoever. The Contractor is also responsible for any Acts of his Partners, Agents, and Employees including 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 Proprietorship firms, due to sudden demise of the contractor, the contract cannot 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 completion of the transport account of the contractor if there are no dues recoverable from the contractor.

4. SECURITY DEPOSIT:

- i. The contractor shall deposit an amount of Rs._____ 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 Rs._____ at the time of entering into agreement will be treated as Cash Security Deposit under the contract. The contractor is not entitled for any interest on Security Deposit.
- ii. The Corporation will have the right besides other legal remedies, to forfeit or adjust in full or part, the amount of Security Deposit either for the unworkman 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 or for violation of any of the terms and conditions of the agreement by the contractor or for violation of any instructions issued by the Joint Collector & Ex. Officio Executive Director, Andhra Pradesh State Civil Supplies Corporation Limited 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 falls 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 and after settlement of bills.
- v. The Corporation shall not be liable for payment of any interest either on the amount of Security Deposit.

5. Furnishing Local Address, Phone Nos.:

The contractor shall furnish his local address and phone number to the MLS Point Incharge/District Manager. He should be in touch with the MLS Point Incharge to obtain Release Orders and Movement instructions on work to be done within the stipulated time. The Transport Contractors should furnish the specimen signatures of their authorized representatives to the Dist. Managers and Incharge MLS Points.

6. VOLUME OF WORK:

The Corporation does 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 does 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. FULFILMENT OF WORK WITHIN THE STIPULATED TIME AND PENALTY IN CASE OF FAILURE:

- I. The contractor shall transport the allotted quantity as per the allotment made within the stipulated time and indicated by the Joint Collector & EOED/District Manager. In the event of default on the part of the contractor as aforesaid, the Corporation at its discretion will be at liberty to take the following alternate steps to move the stocks in order to ensure uninterrupted supplies under PDS in time at the risk and cost of the contractor.
 - 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.
 - b) If the Contractor fails to transport the stocks on any day as per the movement instructions issued by the Incharge of MLS Point, the Corporation at its discretion and without terminating the contract will be at liberty to make any alternate arrangements and get the work fulfilled at the risk and cost of the contractor who shall be liable to make 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 or alternate arrangements as stated above at the risk and cost of the Contractor for movement of stocks. The Contractor shall however not be entitled to any gain accruing to the Corporation on account of making of alternate arrangements. The decision of the Joint Collector & Ex. Officio Executive Director in this matter is final and binding on the Contractor.
- II. In the event of default on the part of the contractor in moving the stocks in time as stipulated in 8(I), the Corporation shall without prejudice to any rights and remedies under the Agreement have the right to recover from the contractor by way of penalty a sum of Rs.5/- (Rupees five only) per MT, per day for the balance unlifted quantity for the delayed period.
- III. In case of disruption of roads due to floods , cyclone, collapse of bridge , etc., the Contractor shall obtain prior permission of Joint Collector & Ex.Officio Executive Director/ District Manager, APSCSCL for transportation via diverted route duly giving reasons specifically.
- IV. Whenever a contractor fails to move the stocks in time to the entire satisfaction of the District Administration, the District Manager is empowered to depute staff to augment the movement in time. In this regard, the expenditure towards DA, TA of the staff so deputed, telephone bills, shall be recovered from the contractor.

- V. The Contractor should display the following information prominently on the wind shield as well as rear side of the trucks/ vehicles carrying the PDS items.

On PDS Ration Duty

Date : _____

Government of Andhra Pradesh

Dept. of Civil Supplies/ APSCSCL :

_____ District

From _____ To _____

Commodity

Stage I Contractor's Name.

The above information should be displayed on a Board / Banner of about 3' x 2' size written/ printed in black ink in Telugu.

8. SAFETY OF GOODS:

- i) The Contractor shall be responsible for the safety of the foodgrains, pulses etc., 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. The Contractor shall be responsible for both the quantity and quality of the foodgrains, pulses etc., as taken delivery by him, till they are finally delivered at the destination as per the movement orders issued by the District Manager/MLS Point Incharge. 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 foodgrains or 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 upto 0.25% of the total quantity of 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 food grains as taken delivery by the Contractor during transit, the Corporation shall have absolute right to terminate the contract forthwith and forfeiture of the Security Deposit. The value of such loss shall be recovered from the Contractor at double the economic cost.
- iii) In the event of missing of truck, it is the responsibility of the Contractor to file an FIR with respective Police Station for investigation and inform the MLS Point Incharge/District Manager within 24 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.
- iv. In case it is proved that there is no involvement of transport contractor, the Joint Collector & Ex. Officio Executive Director is empowered to permit the contractor for replenishment of identical stocks to the Corporation at his sole discretion. The Contractor shall be liable to pay interest against the cost of the stocks from the

date of missing of the truck till the loss is made good to the Corporation.

9. GPS-VEHICLE TRACKING SYSTEM (INSTALLATION OF GPS DEVICE)

The Stage-II Transport Contractor shall invariably install GPS Devices to their vehicles which are allotted to the MLS Points for Transportation of Essential Commodities to the FP Shops under Stage-II movement. M/s TRANS GLOBAL GEOMATICS, HYDERABAD have been appointed for installation of GPS Devices to the vehicles under Monthly Rental basis. Therefore, the Stage-II Transport Contractor has to necessarily get their Vehicles installed with the GPS Devices provided by M/s Trans Global Geomatics, Hyderabad or any other appointed GPS Supplier during that period for implementation of GPS-Vehicle Tracking System and monthly Rent for the GPS Device shall be paid by the Stage-II Transport Contractor only which will be recovered from the Stage-II Transport bills. Any contractor failing to install the GPS Device to their vehicles is liable for action taken by the Joint Collector &EOED.

10. HOLDING OR RETENTION OF STOCKS PROHIBITED:

- i) The Contractor is not entitled to retain in his custody the goods of the Corporation for any reason whatsoever and if he does so, he is liable to pay the cost of the goods at the end consumer price of the stocks retained by him in addition to other remedies available to the Corporation. The retention of the stocks by contractor is unlawful 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 Contractor should inform the District Manager and MLS Point Incharge immediately. Under no circumstances trucks should travel beyond the destination point. Any deviation in the said instructions will be treated as diversion of stocks illegally and cost of stocks will be recovered at double the economic cost apart from other penal actions as per the terms of this Agreement.

10. In case of diversion of trucks by the 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.1, his authorized business representative also be included by name as Accused No.2 in addition to the lorry driver and cleaner.

11. RECOVERY OF DUES:

The Corporation shall have the right to appropriate and set off any sum of money including the Security Deposit due and payable to the contractor under this 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.

12. TERMINATION OF CONTRACT:

- I. The Contractor has solemnly stated in the Tender filed that neither he nor any of his partners/ Representatives have at any point of time been BLACKLISTED by the Corporation or by any other Government Agency or involved in diversion of stocks or involved in case under

E.C. Act or convicted by Court of Law in a criminal case and that they are not the existing Stage I Transport Contractors/ Fair Price Shop Dealers/Rice Miller /Food grains wholesale /Retail dealers or their Associates. In the event of the statement proved 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 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 the notice at any point of time. The decision of the Joint Collector & Ex. Officio Executive Director 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 his/their creditors or failing to observe any of the provisions of this contract or is convicted by Court of Law in a criminal case or punished under the provisions of the Essential Commodities Act or State /Central orders issued under the said Act, or violation of any of the terms and conditions governing the contract, the Joint Collector & EOED., Andhra Pradesh State Civil Supplies Corporation Limited shall be at liberty to terminate the contract forthwith without prejudice to any other rights or remedies under the contract and to get the work done for the un-expired period of 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 and the contractor is liable to make good the additional expenditure, cost, etc., and the same shall be recovered from the SD/BG/Pending bills available with the Corporation.
- IV. The Contractor or his representative(s) is/are responsible for the quality and quantity of the stocks as taken delivery by him for transportation to the destinations as per the movement instructions issued by the District Manager concerned. 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/are involved in a case of diversion of stocks or under Essential Commodities Act or any other Act or convicted by Court of Law in a criminal case in the existing or in any contract periods of the previous years by the contractors with the Corporation. 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. In other words the Contractor is solely responsible for the acts of his employees or workers engaged by him for transport or otherwise.
- 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 MLS Point Incharge concerned. In the event of failure or diversion of trucks with stocks or even misappropriation of stocks, the Joint Collector & Ex. Officio Executive Director shall have absolute right to terminate the contract without any notice and forfeit the

Security Deposit and even pending bills and the Contractor will be blacklisted along with his representatives. The action of the Joint Collector & Ex. Officio Executive Director, Andhra Pradesh State Civil Supplies Corporation Limited in this regard is final and cannot be called into question.

- VI. The Joint Collector & Ex. Officio Executive Director shall have the right to terminate the contract forthwith without prejudice to other rights and remedies in the event of breach by the contractor of any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the contractors and / or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence or unworkman like performance of any of the services rendered under the contract. The Joint Collector & Ex. Officio Executive Director, Andhra Pradesh State Civil Supplies Corporation Limited, shall also have the right to claim from the contractors or to invoke Security Deposit to recover any dues from the Contractor.
- VII. In the event of suspension of the contractor due to violation of any clauses in the agreement, all other contracts by the contractor with the Corporation in any district and for any commodity shall also stand suspended. All payments to the contractor including securities under all agreements will stand frozen. The decision of the Joint Collector & Ex. Officio Executive Director, Andhra Pradesh State Civil Supplies Corporation Limited, in this regard is final and cannot be called into question. No correspondence will be entertained in this regard.
- VIII. In the event of termination of the contractor due to violation of the agreement or under any contract with the Corporation, all other contracts that the contractor has with the Corporation in any District and for any commodity shall also stand terminated. All payments to the contractor including securities under all Agreements will stand forfeited. The decision of The Joint Collector & Ex. Officio Executive Director, Andhra Pradesh State Civil Supplies Corporation Limited, in this regard is final and cannot be called into question. No correspondence in this regard will be entertained.

13. LOSS SUSTAINED BY CORPORATION:

The Contractor shall indemnify the Corporation for any loss or damage sustained by it due to the improper performance of the work 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 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. Otherwise, the Corporation is at liberty to recover the amount due under R.R.Act.

14. MAINTENANCE AND FURNISHING OF INFORMATION:

- I. The Contractor shall furnish daily details of movement of essential commodities to the MLS Point Incharge / the MRO concerned and also the Dist. Manager.

- II. The Contractor shall not only maintain complete accounts but also furnish returns as and when requested by the Corporation in the proforma prescribed.
- III. The Contractor shall produce his books of accounts and records for inspection and scrutiny by the District Manager or any Officer of the Corporation.
- IV. If the Contractor fails to furnish the daily progress of movement to the Officers concerned, the District Manager is empowered to obtain the information either over phone or deputing staff and to recover the expenditure like telephone charges and TA, DA of the staff from the Contractor.

15. SUBLETTING 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 previous approval of the Corporation. 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 apart from recovery of damages from the Security Deposit and pending bills with the Corporation apart from blacklisting of Contractor and his authorized representatives. The action of the Joint Collector & Ex. Officio Executive Director, Andhra Pradesh State Civil Supplies Corporation Limited, in this regard is final and binding on the Contractor and it cannot be called into question.

16. FORGERY OF SIGNATURES:

The Contractor or his representative should acknowledge the stocks after receipt from the MLS Point Incharge and the same should tally with the specimen signatures communicated by the District Manager on appointment of contractor.

If it is found that the signature is forged or signed by some other person as of the Contractor the agreement is liable for cancellation apart from recovery of damages from the Security Deposit. The Corporation is also empowered to initiate criminal action against the contractors in this regard.

17. 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 duly certified by the M.R.O. supported by proper consignee receipts in originals (acknowledgements from the F.P.Shop Dealers concerned and the signature of the Village elder/President as witness).
- II. The payment will be for net weight of foodgrains, pulses, etc., transported. No payment will be made for weight of bags, packing, covers etc.
- III. The Contractor shall prefer bills F.P. Shop and delivery order-wise under each scheme only with proper consignee receipts in full shape, failing which claim will be rejected. The transport bills should be preferred every month within 15 days from the date of completion of movement, failing which the same will be treated as time barred.
- IV. The Stage II Contractor shall obtain confirmations from the MRO's concerned for the stocks handed over to the Fair Price Shops under

various schemes in the jurisdiction of the Mandal Revenue Officer and submit the same along with the bill for transportation charges. Bills without the confirmations from the MRO's will not be entertained for payment.

V. The Corporation will not make any payment of interest on outstanding bills at any time.

18. 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 absolutely barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such claims.

19. COMPLIANCE WITH DIRECTIONS:

The Contractor shall comply with the directions issued from time to time by the Joint Collector & Ex. Officio Executive Director of the Corporation or the District Manager regarding the work of the contractor under this agreement.

20. DAMAGE TO THIRD PARTY:

The contractor shall be solely responsible for any third party for any damage or injury caused due to the misfeasance, nonfeasance or malfeasance of the contractor.

21. RESPONSIBILITY UNDER VARIOUS ACTS:

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 & 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. The Contractor shall obtain from the Regional Provident Fund Commissioner, Andhra Pradesh sanction for coverage of the establishment of the contractor under the Employee's Provident Fund Act, 1952. Even in case the number of employees is less than 20, the Contractor shall obtain voluntary covering 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 above Acts, the Contractor shall be liable to reimburse the aforesaid amount to the Corporation. The Contractor should furnish a declaration under Employees Provident Fund Act, 1952 about the employees working under him along with other particulars like membership, liability, payment register and other documents before commencement of the work under this agreement.

22. 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.

23. AFFIDAVITS FURNISHED:

The required Affidavits as per terms and conditions of tender and this agreement are listed below and appended herewith in original:

1. Affidavit attested by a Notary to the effect that the tenderer has no past or present criminal record with the Police/Vigilance of Civil Supplies Dept./Vigilance & Enforcement Dept., Govt. of A.P./Govt. of India.
2. Affidavit stating 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 E.C. Act or with criminal record.
3. Affidavit stating that the tenderer or his representatives are not having any links with the Rice Millers/Mills/Rice Millers Lorry Associations /Foodgrains Wholesale and Retail Dealers etc.,
4. Affidavit stating that the tenderer is not a Fair Price Shop Dealer or Stage I Contractor of the District.

24. OTHER TERMS AND CONDITIONS:

The terms and conditions set forth in the agreement together with the terms and conditions set forth in the Tender Notice and the terms and conditions contained in any other communication exchanged between the Contractor and the Corporation shall form part and parcel of the agreement.

25. ARBITRATION:

- I. The Contractor shall prefer a demand, if any, in writing to the VC & Managing Director, APSCSCL., 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.
- II. On receipt of a demand from the 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.
- III. If any reason, it is not possible to appoint any person as Arbitrator, the matter need not be referred to Arbitration at all.
- IV. The arbitrator may pass their award within two months and from time-to-time with the consent of the parties enlarge the time for making the award.
- V. The venue of arbitration shall be fixed by the Arbitrators in his sole discretion.
- VI. The arbitration shall be deemed to have commenced on the date the arbitrator issued notice to both the parties fixing the date of the first hearing.
- VII. The arbitrator shall give separate award in respect of each dispute or difference referred to him.
- VIII. The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

IX. The award of the Arbitrator(s) shall be final and binding on the parties to this Agreement, subject to the provisions of Arbitration and Conciliation Act, 1996.

X. Subject to the aforesaid provisions, the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this provision.

26. JURISDICTION:

All Civil Suits arising under this agreement should be filed in City Civil Court, Vijayawada only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS IN THE PRESENCE OF:

ON BEHALF OF THE CONTRACTOR:

SIGNATURE:

CAPACITY:

ADDRESS:

ON BEHALF OF THE CORPORATION:

SIGNATURE:

DESIGNATION:

WITNESS (1)

NAME:

ADDRESS:

SIGNATURE:

WITNESS (2)

NAME :

ADDRESS:

ADDRESS:

SIGNATURE:

