



**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED,
HEAD OFFICE**

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

Tender reference No. Mktg./M6/2345/2017, Dtd:23.01.2018

Empanelment and appointment of miller cum transporters Zone wise through Tenderwizard forward e-auction platform with Antares system Ltd for lifting of un-milled Tur (Redgram whole indigenous variety) of 79,000 Mts approximately from the allotted godowns of AP Markfed located in AP State for conversion into split dall and supply in new Jute bags @50 Kgs net to all MLS Points in 13 districts in Andhra Pradesh.

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
(A STATE GOVT. UNDERTAKING)
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e-AUCTION NOTICE

EMPANELMENT AND APPOINTMENT OF MILLER CUM TRANSPORTER THROUGH TENDERWIZARD FORWARD e-AUCTION PLATFORM WITH ANTARES SYSTEMS LTD. FOR LIFTING OF ABOUT 79,000 MTS OF RED GRAM WHOLE INDIGINOUS VARIETY FROM THE ALLOTTED GODOWNS OF AP MARKFED IN ANDHRA PRADESH STATE.

1	Auction Inviting Authority, Designation and Address	THE VC & MANAGING DIRECTOR, A.P. STATE CIVIL SUPPLIES CORPORATION LTD. Regd. Office:10-152/1, Sri Sai Towers, Ashok Nagar, Kanuru, Bandar Road, Vijayawada-520007
2	a) Name of the work	EMPANELMENT & APPOINTMENT OF MILLER CUM TRANSPORTER FOR LIFTING AND CONVERSION OF ABOUT 79,000 MTs RED GRAM WHOLE INDIGINOUS VARIETY FROM ALLOTTED GODOWNS OF AP MARKFED IN ANDHRA PRADESH THROUGH TENDERWIZARD FORWARD e-AUCTION PLATFORM WITH ANTARAES SYSEM LTD.
	b) Auction Reference	No.Mktg./M6/2345/2017, dated: 23.01.2018.
	c) Place of Delivery	Redgram Dall to be delivered at all MLS POINTS of APSCSCL in 13 DISTRICTS in A.P. State as per the quantities allotted from time to time.
3	Date of Auction	05.02.2018 12.00 PM onwards.
4	Earnest Money Deposit (EMD)	20,00,000- (Rupees Twenty Lakhs only). Through electronic mode within 5:00 PM on 04.02.2018
5	Auction Schedule	The registered bidders can download Auction Schedule from 25.01.2018 at 12 Noon. www.tenderwizard.com/APCS.
6	Date of Registration for auction	Last date for registration and completion of formalities for forward e-auction shall be up to 1:00 PM on 04.02.2018.

VC & MANAGING DIRECTOR

1. The aspiring bidders who have not registered in **e-Auctioning should register through the website (www.tenderwizard.com/APCS) for participating in Online Auctions. The registration charges will be **Rs. 3,500/- inclusive of applicable taxes (per year) which needs to be paid through electronic mode only.** However, they have to submit the relevant signed documents, Annexure 2 and Notarized Affidavit.**

2. The bidders will be charged a non-refundable amount processing charges of Rs. 3,000.00 per bidder per commodity and applicable Service Tax @ 18.00 % by Tender Wizard. All the registered Millers Cum Transporters who wish to participate in the forward e-auction shall comply with terms and conditions of e-auction.

3. The interested millers may also visit website **www.tenderwizard.com/APCS** for any relevant information regarding enrolment as participant on Tender Wizard. Interested participants can also contact the Customer Service Group on below phone numbers (080) **49352000/14** or **Email: moulana@antaraessystems.com**

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

TERMS AND CONDITIONS

1. PREAMBLE OF e- AUCTION:

The Govt. of AP, Vijayawada has lunched the scheme of distribution of Red gram dall to BPL Card holders in AP.

In order to make available adequate stocks to run the scheme smoothly, the APSCSCL has purchased a quantity of 79,000 MTs of un-milled Tur (Redgram whole indigenous variety) from AP MARKFED and to convert into Redgram dall through milling for supply to MLS Points in Andhra Pradesh. Hence, the AP State Civil Supplies Corporation Limited herein after called APSCSCL (A Govt. of AP Undertaking) to float tenders for Empanelment and Appointment of miller-cum-transporter Zone wise through Tenderwizard forward e-auction platform with Antares system Ltd for lifting of about 79,000 Mts un-milled Tur (Red gram whole) of indigenous variety in staggered manner from the allotted godowns of APMARKFED in AP State and supply of resultant Redgram Dal in bulk @ 50 kgs packed in new jute gunny bags to all MLS Points in 13 districts of Andhra Pradesh.

Please note that the empanelled Miller cum transporter has to undertake the following:

The successful tenderer should lift the allotted Red gram whole indigenous variety (Desi variety) (crop season 2017) from the allotted godowns, convert into the Redgram Dall and supply processed red gram dall to the designated depots of APSCSCL at his own cost. The Tenderer should quote the highest recovery percentage of Dall inclusive of all expenditure of transport, incidentals etc inclusive of applicable taxes.

- A While lifting of Red Gram whole indigenous (Desi variety) (crop season 2017) from allotted godowns and transportation to dall Mill, the transportation costs, and loading/unloading expenses are to be borne by Tenderer.
- B Conversion of Red Gram whole into Red Gram Dall as per Highest Out-turn ratio at the cost of Tenderer.

- C Free transportation and delivery of Red Gram Dall as per quality specifications to the MLS points of the Corporation in 13 Districts in Andhra Pradesh as per the allotments made from time to time.
- D The Highest Out turn Ratio should be quoted inclusive of all taxes.
- E In case of necessity the Corporation may require advance dall. The successful tenderer is required to supply advance indigenus/ Indiginous variety (Desi Variety)s Red Gram dall corresponding to the type of raw material supplied. It should be conforming to quality specifications in the tender schedule
- F The Red Gram whole will be released to the successful tenderer proportionately to the Red Gram Dall supplied in advance.
- G. **The participation is on zone basis. The prospect Tenderer can register for all the zones. The Tenderers need not have to pay EMD for all the zones. The EMD paid for one zone is also applicable to other zones. However, the successful Tenderer empanelled for one zone cannot be considered for the other zones.**
- H. **The responsibility lies on the miller-cum-transporter to lift the good quality of un-milled tur allotted to the godowns and any representations on quality and other disputes will not be entertained by APSCSCL. The corporation will not hold responsibility in such cases. The Miller should deliver the resultant red gram dal strictly as per the out turn ratio fixed and the quality parameters prescribed without any deviation.**

The miller-cum-supplier has to bear the demurrage / penal / storage charges imposed by AP Markfed. The said charges if any will be recovered from the amounts payable to the miller.

2 ELIGIBILITY / PREQUALIFICATION CONDITIONS

2.1. Millers cum transporter having owned RG dall mill/processing units are eligible to apply for registration as registered Millers Cum Transporters duly procuring Red Gram Indigenous variety (Desi Variety) (crop season 2017) and from all over India are eligible to participate in the Forward e-auction to be conducted by Tenderwizard on behalf of APSCSC Ltd. The traders are not eligible to participate in the tenders.

2.2. The RG dall mill/Processing Unit/s should be owned by the registered Millers Cum Transporters.

2.3. The Miller cum transporters should have valid trade license, import license (If applicable), GST registration (If applicable) issued by concerned authorities.

They should be in operation for past three years.

2.4. The RG dall mill/Processing Units should have proper valid license by the concerned authority for processing and storing of RG dall.

2.5. The RG dall mill/processing Units should have been in operation for at least past three years. They should possess valid GST and State / Central Sales Tax registration issued by concerned authorities.

2.7 The firm/applicant should not have been Blacklisted / convicted for any offences or violation of any State or Central act such as Essential Commodities Act etc or any criminal offence under IPC.

2.8 The annual turnover should not be less than **25.00 crores** per annum(financial year) for the last 3 years. They should have an experience of milling at least **5000 Mts** of Red Gram whole during any one of the three financial years. They should have experience in milling of Redgram to any one of Government agencies during one of last three years.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

3.1 The RG dall processing Units should have proper valid license by the concerned authority for processing and storing of RG dall - Copy of which will have to be furnished. In respect of Miler cum transporters a valid trading license

as may be applicable for trading in Food grains, a copy of which may be submitted.

3.2 Attested copy of audited balance Sheet and profit / loss account for past three years duly certified by Chartered Accountant if it is a own processing unit.

3.3 Applicants shall submit attested copy of the Income Tax returns of last three years with a copy of a PAN card attested by authorized signatory.

3.4 Attested copy of Certificate of registration under GST as applicable shall be submitted.

3.5 An affidavit on Rs 100 Non-Judicial stamp paper and attested by the Notary:

3.5.1. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

3.5.2. Not having been black listed by any organization or Government for non-performance of contractual obligation.

3.6 In case of partnership firm or Co-operative or Corporate, the RG dall Processing Units should furnish a copy of the partnership deed or bye law or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Co operative / corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.

3.7 The Miller cum transporters should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.

3.9 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.

3.10 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

3.11 The Millers cum transporters who have not registered in e -Auctioning should register through the website www.tenderwizard.com/APCS) for participating in online Auctions. The registration charges will be Rs3500/- inclusive of applicable taxes (per year) which needs to be paid through electronic mode only. However they have to submit the relevant signed documents, Annexure 2 and Notarized Affidavit.

3.12 The interested applicants may also visit website www.tenderwizard.com/APCS and www.apscsc.gov.in and for any relevant information regarding enrolment as participant on Tender Wizard. Interested participants can also contact the Customer Service Group on below phone numbers **(080) 49352000/14** or Email: moulana@antaraessystems.com.

4. GENERAL INSTRUCTIONS:

The Miller Cum Transporters are requested to go through the instructions, terms & conditions given in the Tender. Failure to furnish all required information in every aspect shall be at the Bidder's risk which results in the rejection of their bid. Duly filled in applications are to be submitted by Bidder online with relevant documents and Registration fee on or before 1.00 PM on **04.02.2018**.

Note: The submitted documents, if found correct, the user ID and password will be enabled within 24 working hours. If submitted documents found incorrect, the user ID and Password will be kept on hold and will be enabled only after receiving clarification from the bidder.

4.2 Eligible Miller cum Transporters will be issued with User ID and Password by Tenderwizard after evaluating the documents and receipt of Registration fee.

4.3. Such registered Miller Cum Transporters are eligible to participate on electronic bidding system (e-auction) for Red Gram conversion into spilt dall conducted by Tenderwizard as and when scheduled.

a. Amendments to the Auction:

1. APSCSCL may amend the Auction Conditions up to one (1) day prior to the time fixed for receipt of the Auction.
2. Amendment to the Auction can also be given in response to clarifications by prospective Bidders solely at the discretion of APSCSCL.
3. Such amendments will be notified on APSCSCL website (**www.tenderwizard.com/APCS and www.apscsc.gov.in**).
4. APSCSCL at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
5. All the Bidders shall periodically browse APSCSCL website www.tenderwizard.com/APCS and www.apscsc.gov.in till the closing date of this e-Auction for any amendments or corrigendum issued in connection with this e-Auction. APSCSCL will not be responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the bid documents based on changes announced through the website.

- b.** Any offer made in response to this auction when accepted by APSCSCL shall constitute a contract between the parties.

5. EARNEST MONEY DEPOSIT (EMD):

- (a) The Bidders' offer shall be accompanied by an **Earnest Money Deposit** by means of e-payment for a value of Rs. 20,00,000/- (Rupees twenty lakhs only) to YES BANK..
- (b) **Auction received without the Earnest Money Deposit will be summarily rejected.**
- (c) In the case of successful Bidders, the Earnest Money Deposit will be adjusted on request towards the Security Deposit payable.
- (d) In case of unsuccessful Bidders, the Earnest Money Deposit will be refunded within a reasonable time.
- (e) The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the Bidders withdraw from his/their offer after submission of the tender or after the acceptance of the offer by APSCSCL or fail to sign the Contract or fail to remit the Security Deposit.
- (f) The Earnest Money Deposit remitted will not carry any interest.

6. OTHER CONDITIONS:

- 1) The Miller-cum-Transporter shall supply Dall as per the quality / specifications as prescribed in this Tender in 50 Kg new BT Jute Gunny Bags.
- 2) Dall should be delivered / supplied by the Miller-cum-Transporter as per the Indents placed from time to time by APSCSCL.
- 3) The Miller-cum-Millers Cum Transporters should have the cleaning equipments at pre-milling stage, adequate space to store Red Garm in scientific manner, adequate infrastructure for conversion of Red Garm into Dall and for transportation.
- 4) Dall should be prepared in premises maintained in hygienic conditions that shall be opened for inspection at any time by a Competent Authority authorized by the VC & Managing Director, APSCSCL or any statutory authority empowered to do so.
- 5) The loading charges of Red Gram at allotted godowns points unloading charges at Mill point, conversion of Red Gram into Dall, transportation of Dall from the Mill to the MLS points in the 13 Districts of the State of Andhra Pradesh cost of 50 Kg capacity new Jute BT Gunny Bags and packing of Dall should be borne by the Miller-cum-Transporter of inclusive of applicable taxes..
- 6) Unloading charges of Dall at the MLS points of AP State civil Supplies Corporation will be borne by the Corporation.
- 7) Based on performance, the Corporation reserves the right for continuation of scheme as proposed or to cancel the scheme, subject to the policy of State or revision of the policy by Govt. of A P, etc. or any other factor arising in future. In such an event whatever the left over Red Gram stocks retained with the miller without conversion should be handed over/delivered to the Corporation in good condition.

- 8) It is the responsibility of the miller to maintain the stocks of Red Gram supplied by the Corporation always in infest free condition and the Corporation is empowered to undertake quality control check during the storage of Red Gram by the Miller cum Transporters during the period of contract.
- 9) It is the responsibility of the Miller in regard to quantity and quality of Red Gram under storage. Therefore, it is the responsibility of the miller to cover the stocks under appropriate Insurance Policy at his cost.

7) **PERIOD OF AGREEMENT:**

- a) This agreement will ordinarily be in force from **.02.2018** for transportation and conversion of un-milled Redgram whole into Redgram dal by Miller cum supplier. During the contract period, the conversion is completed and handed over to the Corporation. The Milling activity can be extended by the VC & Managing Director at their sole discretion on the same rates, terms and conditions for further period as determined keeping in view of public interest. The action of the VC&MD in extending the contract is final and binding on the Milling Contractor and shall not be called into question.
- b) The Corporation shall have absolute right to terminate the agreement at any time during its currency after giving 15 days' notice to the Miller cum supplier without assigning any reasons whatsoever and the Miller cum supplier is not entitled to question the termination on any ground whatsoever.
- c) The Miller cum supplier shall not be entitled to any compensation on account of such termination of agreement.

8) **CANCELLATION OF AGREEMENT:-**

- (1) The Millers Cum Transporters, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the

loss incurred to it due to such cancellation/termination of the agreement.

- (2) If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which Millers Cum Transporters is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL (Andhra Unit)

9. LETTER OF ACCEPTANCE (LOA):

1. The final acceptance of the Tender is entirely vested with APSCSCL which reserves the right to accept or reject any or all of the Tenders in full or in part
2. After acceptance of the Tender by APSCSCL the Bidder shall have no right to withdraw his Tender. The Tender accepting authority may also reject all Tenders for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.
3. After acceptance of the Tender, APSCSCL would issue Letter of Acceptance (LOA) only to the Successful Bidder(s). APSCSCL also reserves the right to issue orders to more than one Bidder.
4. The delivery period will be counted as **10 days from the date of supply order** by APSCSCL.

10. VALIDITY OF OFFER:

The offer made by the bidders shall be valid up to completion of milling of about 84000 MTs of Un-miller Tur purchased from AP Markfed, a State Govt. Agency and further extendable basing on the requirement under sole discretion of the VC & Managing Director. The tenderer should **not** quote any other date of validity for their offer. If the Bidders quote any other validity date for their offer, the same shall not be considered.

11. PAYMENT OF SECURITY DEPOSIT (SD):

The successful tenderer shall remit Security Deposit of **Rs. 1,00,00,000/-** (Rupees **One Crore** only) through online payment to YES BANK within 3 days from the date of receipt of the first communication of acceptance of the Tender from the VC & Managing Director, APSCSCL. **No cheque will be accepted.** In the case of successful bidder/bidders, the Earnest Money Deposit will be adjusted against the Security Deposit payable by the tenderer on their written request. Any other amount pending with APSCSCL will not be adjusted towards the Security Deposit even if so requested. If the Security Deposit is not paid within the time specified, the Earnest Money Deposit remitted by the tenderer will be forfeited. **The Security Deposit will not carry any interest.**

12. TERMINATION OF CONTRACT:

12.1 The Miller Cum Transporter has solemnly to state that neither he nor any of his partners/ Representatives have at any point of time been **BLACK LISTED** by the Corporation or by any other Government Agency or involved in diversion of stocks or involved in case under E.C. Act or convicted by Court of Law in a criminal case and that they are not Black-listed Dall Millers or their Associates. In the event the statement proves to be wrong or false at any point of time, without prejudice to other rights and remedies, the Corporation is at liberty to terminate the Agreement forthwith and to get the work done for the un-expired period of the Agreement at the risk and cost of the Miller Cum Transporter and / or forfeit the Security Deposit or any part thereof and also claim from the Bankers concerned against the Bank Guarantee the sum or sums due that may be suffered or incurred by the Corporation due to the termination of the Agreement besides black listing of the miller in view of the false declaration given by the Miller Cum Transporter whenever comes to notice of the Corporation. The decision of the V.C. & Managing Director, APSCSCL is final and binding on the Miller Cum Transporter in this regard.

12.2 In the event of the Miller Cum Transporter 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 Agreement 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 V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited shall be at liberty to terminate the Agreement forthwith without prejudice to any other rights or remedies under the Agreement and to get the work done for the un-expired period of Agreement at the risk and cost of the Miller Cum Transporter and to

claim from the Miller Cum Transporter any resultant loss sustained or additional costs incurred thereon.

12.3 It shall be open to the Corporation to suspend the Agreement before ordering termination of the Agreement 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 Miller Cum Transporter and the Miller Cum Transporter is liable to make good the additional expenditure cost, etc. and the same shall be recovered from the SD.

12.4 The Miller Cum Transporter or his representative(s) is 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 V.C. & Managing Director. The Corporation shall have absolute right to suspend the Agreement at any time during the currency of the agreement, without any Notice or without assigning any reasons, if the Miller Cum Transporter or his representative(s) is 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 Agreement periods of the previous years by the contractors with the Corporation. The Miller Cum Transporter 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 Miller Cum Transporter is solely responsible for the acts of his employees or workers engaged by him for transport or otherwise.

12.5 The Corporation shall have the right to terminate the Agreement forthwith without prejudice to other rights and remedies in the event of breach of any of the terms and conditions and to get the work done for the un-expired period of the Agreement at the risk and cost of the Contractor(s) and forfeit the Security Deposit or any part thereof and also claim from the Bankers who issued Bank Guarantee for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence, or un-workman like performance of any of the services under the contract. The V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited shall also have absolute right to claim from the Miller Cum Transporter or to invoke security deposit to recover any dues from the Contractor.

12.6 In the event of suspension of the Miller Cum Transporter due to violation of any clauses in the agreement, all other contracts by the Miller Cum Transporter with the Corporation in any District and for any commodity shall also stands suspended. All payments to the Miller Cum Transporter including securities under all Agreements will stand frozen. The decision of the V.C. & Managing Director in this regard is final and cannot be called into question. No correspondence will be entertained in this regard.

12.7 In the event of termination of the Miller Cum Transporter due to violation of the agreement or under any Agreement with the

Corporation, all other contracts that the Miller Cum Transporter has with the Corporation in any District and for any commodity shall also stand terminated. The decision of the V.C. & Managing Director in this regard is final and cannot be called into question. No correspondence in this regard will be entertained

13. EXECUTION OF AGREEMENT:

The successful tenderer shall execute an agreement for the transportation and conversion of Red Gram into DALL as per the terms and conditions on a stamp paper of value Rs 100 /- **within two days from the date of remittance of Security Deposit.** In the event of failure to execute the agreement within the time prescribed, the Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited. Further the APSCSCL reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through re-tender or in other manners and the bidders are bound to pay the same on demand.

14. PACKING:

- i. The stocks should be delivered in 50 Kg. new BT gunny bags with mouth closing machine double stitched.
- ii. The Standard net weight of the dall should be in 50 Kg per bag and not less than 20 bags per MT should be delivered.

15. TARE WEIGHT:

The Tare weight of the gunny for new SBT is 410 grams.

16. BY-PRODUCTS:

By-products shall be retained by the Millers cum Transporters. No other charges or cost or expenses or milling charges, gunny cost, transport costs of Red Gram and delivery of dall to the destinations specified, etc. shall be paid to the miller cum transporter

17. DURATION OF DELIVERY:'

1. As the stocks are required to ensure uninterrupted supply under PDS, the APSCSCL is very keen in getting the stock within the stipulated time.
2. The Miller should commence and complete supply of DALL to the APSCSCL godowns until completion of milling of un-milled tur allotted for conversion & supply of resultant dall from the date of receipt of Supply Order by the Miller Cum Transporter

3. The successful tenderer is required to supply advance Indigenous Red Gram dall conforming to quality specifications in the tender schedule.
4. The Red Gram whole will be released to the successful tenderer portionately to the Red Gram Dall supplied in advance.
5. Extension of time will be considered beyond the time schedule basing of the pace of milling & supply of resultant dall as per requirement. Hence, the delivery schedule fixed by the APSCSCL should be kept at any cost.
6. If any supplies made beyond the delivery date fixed by APSCSCL shall be penalized @ Rs. 1000/ per truck per day.

18. PENALTY ON DEFAULT/EXTENSION OF TIME:

(a) Timely delivery of RG Dall:-

The entire ordered quantity of Red Germ should be lifted from the allotted godowns in staggered manner basing on the requirement of resultant redgram dall per month as per list for its conversion into dall from the date of work order, and the dall should be transported to the destination points within the stipulated time. No extension of time will be considered. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the Tenderer, extension of time will be granted at the discretion of the Vice chairman Managing Director.

A suitable penalty will be imposed for the failure to lift the Red Gram and deliver the Dall in time, at the discretion of the VC & Managing Director, APSCSCL.

19. DELIVERY – QUALITY OF RG DALL:-

In case of delivery of Dall not conforming to the specifications stipulated in clause No 21 of RFP at MLS Points, will be viewed as an attempting to supply bad quality and the APSCSCL will levy a penalty Rs.2 (two) lakhs per truck load, by forfeiting the Bank Guarantee and Security Deposit.

Any tampering with the quality of Red Gram or Red Gram Dall as taken delivery by the Miller Cum Transporter, during transit; the Corporation shall have absolute right to terminate the Agreement forthwith and forfeiture of the Security Deposit. The value of such loss shall be recovered from the Miller Cum Transporter at double the economic cost.

The responsibility lies on the miller-cum-transporter to lift the good quality of unmilled tur allotted to the godowns and any representations on quality and other disputes will not be entertained by APSCSCL. The corporation will not hold responsibility in such cases. The Miller should deliver the resultant red gram dal strictly as per the out turn ratio fixed and the quality parameters prescribed without any deviation.

The miller-cum-supplier has to bear the demurrage / penal / storage charges imposed by AP Markfed. The said charges if any will be recovered from the amounts payable to the miller.

20. VOLUME OF WORK:

The Corporation shall not guarantee any volume of work at any time during the currency of the agreement. The mere mention of the item of work or the quantities mentioned in the Tender shall not itself confer any right on the Tenderer 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 Millers Cum Millers Cum Transporters and distribute the work among them during the currency of the agreement.

21. ARBITRATION:

- a) In case of any dispute, the miller shall prefer a demand if any in writing to the VC & Managing Director, APSCSCL for arbitration within 30 days from the date of agreement failing which it shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under the agreement in respect of such demand.
- b) On receipt of demand from the Miller Cum Transporter, the matter will be referred to the Arbitrator selected by the VC & Managing Director.
- c) The remuneration of the Arbitrator and other expenses shall be shared equally by the APSCSCL and the miller.

- d) The venue of Arbitration shall be at the Head Office of the APSCSC Ltd., Hyderabad. The decision of the Arbitrator shall be final and binding on both the parties to the Arbitration.
- e) The Arbitrator may with the mutual consent of the parties extend the time for making the award. The award to be passed by the Arbitrator is enforceable in the court of Hyderabad City only.
- f) Any other disputes arising out of the Arbitration award or any civil remedy for non-fulfillment of any of the terms and conditions of the tender/Agreement shall be subject to the Jurisdiction of the Civil Courts at Hyderabad City only.

22 QUALITY SPECIFICATIONS of allotted Tur Procured by AP Markfed

Detailed Quality Specifications

- Pulses shall be from new crop with reasonable uniform size, shape and colour.
- Pulses shall be sweet, sound clean wholesome and from moulds/ Fungus, live insects, obnoxious smell, discoloration / artificial color, admixture of deleterious substance and all other impurity except to the extent indicated in the schedule.

SCHEDULE FOR SPECIFICATION

SI No	Refractions	Maximum Limit
1	Foreign Matter	2.0 % (of which not more than 0.25% by weight shall be mineral matter and not more than 0.1% by weight shall be impurities of animal origin)
2	Admixture	3.0 %
3	Other Edible Grains	1.0 %
4	Damaged grains/ Slightly damaged	3.0 %

5	Broken/Spilt/ Unhusked	3.0 %
6	Weevilled Pulses	4.0 %
7	Moisture	12.0 %
8	Immature and shriveled	3.0 %
9	Uric Acid	As per FSSAI norms, at time of sale stock
10	Aflatoxin	

Remarks :

1. Quality specifications shall conform to prescribed norms under Food Safety & Standards Act, 2006/ Rules there under at the time of sale of stocks.
2. The method of sampling is to be followed as given in Bureau of Indian Standard "Method of sampling of Cereals and Pulses" No. IS 14818-2000 as amended form time to time.

The quality of DALL should be as per the specification specified below:

1. Consist of split seeds of Pulse (Cajanus Cajan) without husk.
2. Be sweet, clean, wholesome, uniform in size, shape, colour and in Sound merchantable conditions;
3. Be free from living and dead insects, fungus infestation, added coloring matter, moulds, obnoxious smell, discoloration;
4. Be free from rodent hair and excreta;
5. Be free from toxic or noxious seeds viz. Crotonia (Crotonia spp.), Corn cockle (agrostemma githago L), Castor bean (Ricinus communis L.), Jimson weed (Dhatura sp.), Argemone mexicana, Khesari Masoor and other seeds that are commonly recognized as harmful to health;
6. Uric acid and aglatoxin shall not exceed 100 milligrams and 30 Micrograms per kilogram respectively;

7. Comply with the restrictions in regard to poisonous metals (rule-57), Crop contaminants substances (rule 57-B), use of insecticides (rule-65), and other provisions prescribed under the prevention of Food Adulteration rules, 1955, as amended from time to time.

Maximum limits of (percent by weight) Quality Specifications

SL. NO.	REFRACTIONS		MAXIMUM LIMIT %
1	Moisture		12.0
2	Foreign Matter	(a) Organic	0.50
		(b) Inorganic	0.10
3	Other edible grains		1.00
4	Damaged Grains		2.00
5	Broken Grains		2.00
6	Weevilled grains percent by count		2.00
7	Other unsound grains		3.00
8	Un-husked		3.00

At the time of delivery of stocks by the Millers cum Transporters the stocks will be subjected to quality verification by the quality control staff of the APSCSCL at the unloading godowns. Samples will be drawn as per the usual procedure of the APSCSCL. **In the event of supply of stocks not conforming to specifications as indicated, such stocks are liable for rejection, and will be viewed seriously besides imposing of Rs 2.00 lakhs Penalty for each truck. The Millers-cum-transporters is also informed that any deviation in quality specifications are terms and conditions are noticed the said Millers Cum Transporters will be blacklisted from participating in further tenders of the corporation besides recovery of any loss /damage sustained by the corporation in this account**

- 1) Stocks having refractions in excess of the tolerance limit stands summarily rejected. The decision of the Corporation is final and binding on the miller.
- (2) The Corporation is very keen in accepting only good quality DALL strictly conforming to above specification. The stock supplied should be free from artificial colour, sound merchantable condition, sweet, dry, clean, wholesome, free from moulds, living insects, obnoxious smell, discoloration and admixture of deleterious substances and all other impurities except to the extent as indicated in the specification as above
- (3) At the time of delivery of stocks by the miller, the stocks will be subjected to quality check by the quality control staff of the APSCSC Ltd. at the unloading godowns. Samples will be drawn as per the usual procedure of APSCSCL in the presence of miller or their authorized representative. One sealed sample so drawn will also be given to the miller. In the event of supply of stocks not conforming to specifications as indicated in the specification as above, such stocks are liable for rejection. The sample so drawn will be sent to the APSCSCL Laboratory for quality check. Quality Certificate for the refractions thereon will be issued by the Quality Control authorities concerned. The decision of the quality control staff of APSCSC Ltd., at the unloading points/Laboratory will be final and should not be disputed.
- (4) A copy of the analysis report will be given to the miller or their authorized representatives and acknowledgements obtained. The APSCSCL also reserves the right to undertake Quality Check through Independent and Reputed Analytical Laboratories, if found necessary.
- (5) Successful bidders should furnish their clear local address to facilitate dispatch of party copy of the Quality Certificates by the respective Regional Laboratories.
- (6) Appeal against the Quality certificates can be preferred with the respective District Managers within 15 days from the date of receipt of the Quality Certificates by emitting a sum of Rs.1600/- (Rupees one thousand six hundred only) per quality certificate at the respective Regional Offices towards reanalysis charges. If no appeal is made within the stipulated period for reanalysis, it will be construed that they have no dispute over the percentage of refractions indicated therein.
- (7) As the moisture content of the grain is bound to vary depending upon the atmospheric temperature and humidity, no appeal will be entertained for the moisture content recorded. Moisture content of the grain once decided on the spot or determined in the laboratory and the same will be final. Wherever Moisture content of grains in the godown assessment and laboratory assessment differs, higher moisture between these two readings will be adopted for imposing monetary cut for moisture content. As moisture content is decided on the spot, no dispute will be entertained for re-examination of the moisture content at any stage

23. INDEMNITY:

The Millers Cum Transporters shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Millers Cum Transporters or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

24. Jurisdiction

All Civil suits arising by this agreement should be subject to the jurisdiction of the City Civil Court, Hyderabad only.

We agree to the above terms and conditions detailed in this tender SI no. 1 to 24.

Signature of the applicant:

VC & MANAGING DIRECTOR

ANNEXURE-1
ZONE WISE REDGRAM DALL REQUIREMENT

	SL N O	DISTRICT	PDS	ICDS	Tribal	Total requiremen t
Zone-1	1	Srikakulam	821.221	50.000	17.000	888.221
	2	Vizianagaram	701.857	43.000	60.000	804.857
	3	Visakhapatnam	1194.665	50.000	193.000	1437.665
	4	East Godavari	1615.067	90.000	98.000	1803.067
		TOTAL	4332.81	233.000	368.000	4933.810
Zone-2	1	West Godavari	1212.252	50.000	32.000	1294.252
	2	Krishna	1240.208	55.000	0	1295.208
	3	Guntur	1431.546	63.000	0	1494.546
	4	Prakasam	945.088	57.000	0	1002.088
		TOTAL	4829.094	225.000	32.000	5086.094
zone-3	1	Nellore	866.387	44.000	0	910.387
	2	Kadapa	761.441	40.000	0	801.441
	3	Kurnool	1153.552	84.000	0	1237.552
	4	Chittoor	1091.004	40.000	0	1131.004
	5	Ananthapur	1195.712	84.000	0	1279.712
		Total	5068.096	292.000	0.000	5360.096
		GRAND TOTAL	14230.000	750.000	400.000	15380.000

Annexure-2

LIST OF DISTRICT WISE MLS POINTS IN ANDHRA PRADESH

1.SRIKAKULAM		2.VIZIANAGARAM	3.VISAKHAPATNAM
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	ICHAPURAM	1.VIZIANAGARAM-I	1.MARRIPALEM-I
2.	KAVITI	2.VIZIANAGARAM-II	2.MARRIPALEM-II
3.	KANCHILI	3.BHOGAPURAM	3.RC.IV.SCINDIA
4.	MANDASA	4.S.KOTA	4.ANAKAPALLI
5.	PALASA	5.KOTHAVALASA	5.KASIMKOTA
6.	TEKKALI	6.CHEEPURUPALLI	6.PARAWADA
7.	KOTABOMMALI	7.GAJAPATHINAGARAM	7.BHEEMILI
8.	NARASANNAPET	8.PARVATHIPURAM	8.PENDURTHI
9.	JALUMURU	9.THERLAM	9.PADMANABHAM
10.	SARAVAKOTA	10.BOBILI	10.RAVIKAMATHAM
11.	SRIKAKULAM	11.PACHIPENTA	11.CHODAVARAM
12.	AMADALAVALASA	12.MAKKUA	12.DEVARAPALLY
13.	BURJA	13.KURUPAM(GCC)	13.K.KOTAPADU
14.	SARUBUJJILI	14.G.L.PURAM(GCC)	14.ROLUGUNTA
15.	RANASTHALAM	15.SALURU(GCC)	15.KOTAURUTLA
16.	LAVERU		16.NATHAVARAM
17.	PONDURU		17.MADUGULA
18.	PALAKONDA		18.NAKKAPALLI
19.	VEERAGHATTAM		19.PAYAKARAOPETA
20.	KOTHURU		20.ELAMANCHILI
21.	RAJAM		21.NARSIPATNAM
22.	REGIDIVALASA		22.ARAKUVALLEY(GCC)
23.	S.KAVITI		23.KASIPATNAM(GCC)
24.	HIRAMANDALAM		24.PADERU(GCC)
25.	VANGARA		25.CHINTAPALLY(GCC)
26.	MELIAPUTTI		26.MUNCHINGPUT(GCC)
27.	PATHAPATNAM(GCC)		27.PEDABAYALU(GCC)
28.	SEETHAMPET(GCC)		28.K.D.PETA(GCC)
29.	G.SIGADAM		29.G.MADUGULA(GCC)
			30.G.K.VEDHI (GCC)

4. EAST GODAVARI		5.WEST GODAVARI	6.KRISHNA
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	KAKINADA	1.ELURU	1.MACHILIPATNAM
2.	VELANGI	2.GUNDUGOLANU	2.BANTUMILLI
3.	DIVILI	3.DHARMAJIGUEM	3.AVANIGADDA
4.	MANDAPETA	4.TADEPALLIGUEM	4.MOVVA
5.	P.GANNAVARAM	5.KAPAVARAM	5.GUDIVADA
6.	RAVULAPALEM	6.GOPALAPURAM	6.PAMARRU
7.	AMALAPURAM	7.J.R.GUEM	7.KAIKALURU
8.	RAJAHMUNDRY	8.TANUKU	8.LABBIPET
9.	KORUKONDA	9.PENUMANTRA	9.MYLAVARAM
10.	JAGGAMPET	10.NARSAPURAM	10.KANCHIKACHERLA
11.	PITHAPURAM	11.PALAKOL	11.NANDIGAMA
12.	GOLLAPROLU	12.UNDI	12.JAGGAIHPET
13.	TUNI	13.K.R.PURAM(GCC)	13.NIZIVID
14.	BICCAVOLU		14.VISSANNAPET
15.	MUMMIDIVARAM		15.GANNAVARAM
16.	RAMPACHODAVARAM(GCC)		16.TIRUVURU
17.	ADDATEEGALA(GCC)		17.VUYYURU
18.	YELESWARAM(GCC)		
19.	DRAKSHARAMAM(ADDL.)		
20.	MAREDUMILLI(ADDL.) (GCC)		

7.GUNTUR		8.PRAKASAM	9.NELLORE
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	GUNTUR	1.ONGOLE	1.NELLORE
2.	PRATHIPADU	2.NAGULUPADU	2.INDUKURPET
3.	MANGALAGIRI	3.CHIMAKURTHY	3.PODALAKUR
4.	TADIKONDA	4.ADDANKI	4.RAPUR
5.	SATTENAPALLY	5.MARTUR	5.ATMAKUR
6.	PEDAKURAPADU	6.CHIRALA	6.GUDUR
7.	ATCHAMPET	7.PARUCHUR	7.VAKADU
8.	RAJUPALEM	8.TANGUTUR	8.NAIDUPET
9	TENALI	9.S.KONDA	9.SULLURPET
10.	DUGGIRALA	10.KANDUKUR	10.VENKATAGIRI
11.	PANNURU	11.KANIGIRI	11.KAVALI
12.	BAPATLA	12.PAMUR	12.KOVVUR
13.	REPALLE	13.PODILI	13.BUCHIREDDYPALEM
14.	NARASARAOPET	14.MUNDLAMUR	14.VINJAMUR
15	CHILAKALURIPET	15.DONAKONDA	15.UDAYAGIRI
16.	VINUKONDA	16.MARKAPUR	
17.	GURAZALA	17.Y.PALEM	
18.	PIDUGURALLA	18.CUMBUM	
19.	MACHERLA	19.GIDDALUR	

10.CHITTOOR		11.KADAPA	12.ANANTHAPUR
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	CHITTOOR	1.KADAPA	1.ANANTHAPUR
2.	G.D.NELLORE	2.KAMALAPURAM	2.SINGANAMALA
3.	PUTHALAPATTU	3.RAYACHOTI	3.TADIPATRI
4.	BANGARUPALEM	4.L.R.PALLI	4.YADIKI
5.	PUTTUR	5.CHINNAMANDEM	5.GOOTY
6.	K.NAGAR	6.YERRAGUNTLA	6.GUNTAKAL
7.	NAGARI	7.PRODDATUR	7.URAVAKONDA
8.	CHANDRAGIRI	8.CHENNURU	8.ANANTHAPUR(R)
9	PAKALA	9.JAMMALAMADUGU	9.DHARMAVARAM
10.	TIRUPATHI	10.MUDDANUR	10.C.K.PALLY
11.	SRIKALAHASTHI	11.PULIVENDLA	11.KAMBADUR
12.	SATYAVEDU	12.VEMPALLI	12.KALYANDURG
13.	PITCHATUR	13.MYDUKUR	13.KANEKAL
14.	MADANAPALLE	14.BADVEL	14.RAYADURG
15	B.KOTHAKOTA	15.IDHOUT	15.MADAKASIRA
16.	THAMBALAPALLI	16.KODUR	16.KADIRI
17.	VOYALPAD	17.RAJAMPET	17.TANAKAL
18.	KALAKADA	18.VONTIMITTA	18.MUDIGUBBA
19.	PILER	19.PORUMAMILLA	19.O.D.CHERUVU
20.	ROMPICHERLA		20.HINDUPUR
21.	SODAM		21.GORANTLA
22.	PALAMANER		22.GANDLAPENTA
23.	PUNGANUR		23.PENUKONDA
24.	SANTIPURAM		24.BUKKAPATNAM
25.	V.KOTA		
26.	KUPPAM		
27.	PACHIKAPALLAM		
28.	KALIKIRI (ADDL.)		

13.KURNOOL	
S.NO.	MLS POINT
1.	KURNOOL
2.	VENDURTHY
3.	DHONE
4.	PEAPULLY
5.	GUDUR
6.	NANDIKOTKUR
7.	NANDYAL
8.	SIRVEL
9	KOILKUNTLA
10.	BANAGANAPALLY
11.	ATMAKUR
12.	SRISAILAM
13.	ADONE
14.	ALUR
15	PATTIKONDA
16.	YAMMIGANUR
17.	ALLAGADDA(SWC)