



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

Tender Reference No.Mktg.M6/4222/2016, Dated: 13.07.2017.

**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF VENDOR TO SUPPLY VARIOUS FMCG PRODUCTS
TO THE SELECTED FPS**

Schedule of RFP			
S. No.	Events	Date	Time
1.	Date of publishing RFP	13/07/2017	20:00 hrs
2.	Document download start	13/07/2017	20:00 hrs
3.	Pre – bid meeting at Vijayawada	19/07/2017	14:00 hrs
4.	Bid submission end	26/07/2017	17:00 hrs
5.	Submission of Bid Fee and Bid Security in physical form	25/07/2017	17:00 hrs
6.	Technical bid opening	27/07/2017	11:00 hrs
7.	Financial bid opening	08/08/2017	11:00 hrs

Regd. Office: 6-3-655/1/A, Civil Supplies Bhavan, Somajiguda,
Hyderabad – 500082
Phone Nos: 040 23313444
Fax No: 040 23310474
Web site: www.apscsc.gov.in

Tenders should be filed online on www.apecurement.gov.in. For any clarification you may contact General Manager, (Mktg & PDS) on Mob. No: 77020 03503 and Manager, (Mktg & PDS) on Mob. No: 077020 03510.

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Glossary

AGMARK	Agricultural Produce Grading & Marketing Act
AOA	Articles of Association
APSCSC	Andhra Pradesh State Civil Supplies Corporation Limited
BG	Bank Guarantee
BIA	Bid Inviting Authority
BIS	Bureau of Indian Standards
CSD	Canteen Stores Department
DD	Demand Draft
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
EOI	Expression of Interest
FBF	Financial Bid Format
FMCG	Fast Moving Consumer Goods
FPS	Fair Price Shops
FSSA	Food Safety and Standards Act.2006
GST	Goods and Services Tax
IFSC	Indian Financial System Code
IT&C	Information Technology & Communications
LLP	Limited Liability Partnership
MICR	Magnetic Ink Character Recognition
MOA	Memorandum of Association
MRP	Maximum Retail Price
PAN	Permanent Account Number
PDS	Public Distribution System
PPP	Public Private Partnership
PSU	Public Sector Undertaking
RFP	Request For Proposal
RTGS	Real Time Gross Settlement

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

Regd.Office:6-3-655/1/A, Civil Supplies Bhavan, Somajiguda,
Hyderabad – 500 082

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**REQUEST FOR PROPOSAL FOR
EMPANELMENT OF VENDOR TO SUPPLY VARIOUS FMCG PRODUCTS
TO THE SELECTED FPS**

- 1 The Andhra Pradesh State Civil Supplies Corporation Ltd. is inviting the proposals from the Interested Companies/ Institutions/ Individuals/Specialized Organizations for appointment of supplier for various FMCG products to the selected FPS.
- 2 Interested Tenderers may visit website www.apecurement.gov.in and also www.apscsc.gov.in to view and download tender documents, free of cost.
- 3 Those who are interested to submit bids should be registered in website www.apecurement.gov.in and should also obtain Digital Signature Certificates from Andhra Pradesh Technology Services (APTS) or any other TCS-CA-Registration Authority in India. The details and procedure for obtaining Digital Signature Certificates are mentioned in the website www.apecurement.gov.in or contact the helpdesk of the site.
- 4 The Bid Fee in the form of Demand Draft/ Banker Cheque and the Bid Security in the form of DD/Banker Cheque/ Bank Guarantee of Scheduled Bank drawn in favour of "VC & MD, A.P. State Civil Supplies Corporation Limited" payable at Hyderabad should be submitted in the office of the Managing Director, 6-3-655/1/A, Block-A, Civil Supplies Bhavan, Somajiguda, Hyderabad-50008 up to schedule date and time. Bank Guarantee for Bid Security should be valid for six month from date of opening of the bid.
- 5 Bid document downloading start date: 13/07/2017 from 20:00 hrs onwards.
- 6 Pre-bid meeting will be held on 19.07.2017 at 02:00 PM in Room No.189, Meeting Hall, 4th Block, AP Secretariat, Velagapudi.
- 7 Bidders are requested to read the instructions in the RFP before submitting the Bid online.


VC & MANAGING DIRECTOR



1 Background of Proposal

1.1 General Information

The Andhra Pradesh State Civil Supplies Corporation Limited (APSCSC) was incorporated in the year 1974, as a Limited Company under the Companies Act 1956. The share capital of the Company was fully contributed by the Government of Andhra Pradesh.

The objective of APSCSC is to engage in, promote improve, develop, counsel and finance production, purchase, storage, processing, movement, transport, distribution and sale of food grains, foodstuffs and any other essential commodities and to articles establish laboratories for the purpose of ensuring quality control, to train personnel in the technique of quality control, and to provide services and assistance of all kinds of the said purchases including capital credit, means, resources, technical and managerial services, advice and assistance.

APSCSC has got a network of 250+ Mandal Level Stock Points (MLS) and 25000+ Fair Price Shop (FPS) across the state and it is the responsibility of the Corporation to undertake transportation, storage and distribution of Rice, Wheat, Sugar and other commodities under PDS.

1.2 Objectives of the Proposal

The main objective behind the issuance of the RFP is to enable the corporation in implementation of its function of providing non – PDS items at affordable prices to general public through FPS. In detail the objectives are –

- The consumers shall get good quality products of their choice at the affordable prices.
- The consumers shall be able to get range of products for their consumption.
- The reach of consumers to the products generally not available in their areas shall be accessible too.
- The consumable items required for their consumption shall be made available under one roof.
- They shall also consume high quality products for their day to day life.
- Ultimately lifestyle of the general people shall improve.
- To provide on – demand products to the consumers

Fair Price shops to be selected for proposed implementation on the following criteria:

- The FPS should be of the dealer himself (if a FPS dealer does not own the shop that in such cases the FPS shop on rental basis may also be considered, provided the shop owner has given his consent in writing for that purpose)
- The minimum area of the FPS should be 10x20 (200 square feet)
- The FPS should be open/situated on a 30 feet wide road or a maximum 100 meters from it.
- Preference would be given to the cooperative societies.
- Participation in the scheme is voluntary for FPS dealer and a concurrence from interested dealers is required for acceptance of the envisaged model.
- The APSCSC and multi-brand manufacturers/suppliers and FPS dealers shall execute a triparty agreement on mutually agreed terms & conditions.
- The district wise number of FPS can be referred vide Appendix N.

2 Scope of Work

- The supplier shall undertake to supply a minimum lot of 500 FPS in a particular district
- The corporation at its discretion may increase or reduce the number of FPS allocation to a supplier.
- The FPS shall be allotted in accordance with the grouping specified vide Appendix N.
- The supplier is required to supply desired products (list as per Appendix J) at the FPS allotted to the bidder.
- The supplier shall maintain a detail requisite inventory (quantity and value) of goods supplied to each FPS which shall be produced to the corporation on a timely manner.
- The supply shall be made in a timely basis.
- The supplier needs to fulfil the order within 15 days of the purchase/ demand order given by the FPS owner. If the supplier fails to supply within the stipulated time, then liquidated damages will be imposed.
- The supply should be door to delivery basis inclusive of all the expenses required to transport the products.
- Products shall be delivered to the FPS on a minimum order value of INR 5,000/- per FPS.
- The FPS shall be handled by the FPS owner and the supplier is only required to supply the products in a timely manner. The FPS owner shall take relevant licence and approvals to enable the operations.
- The products to be supplied at the FPS shall be complied with all the regulatory measures required to be taken under FSSA Act 2006 and any other bye laws as may be applicable.
- FPS dealers shall make the payment to the supplier within 10 days of the supply. In case he makes payment on delivery then he shall be further entitled for up to 2% discount on the value of invoice. In case of delay in payment beyond 10 days then a penal interest @ 18% per annum shall be charged from the FPS owners for the delayed period.
- In case the FPS dealer fails to make payment within stipulated time then corporation will facilitate in making the payment from FPS dealer and in case of such default the authorization of concerned FPS dealer may also be suspended/ cancelled by the competent authority. The same shall get incorporated in the agreement entered between supplier, corporation and FPS dealers.
- The goods delivered by the supplier which have short shelf life i.e. up to 15 days, should have minimum 70% shelf life left to provide sufficient time to the FPS to sell the same before the date of expiry. The goods delivered by the supplier which have shelf life more than 15 days should have minimum 50% shelf life left to provide sufficient time to the FPS to sell the same before the date of expiry. The supplier should ensure to indicate the expiry dates on the goods delivered.
- The supplier shall provide list of items covered under "Return to Vendor" policy to the corporation and FPS on a periodic basis.
- The supplier shall facilitate the "Return to Vendor" for the items on which manufacturer provides replacement facility in event of any manufacturing fault or defect in the product.
- If manufacturer has the policy of "Return to vendor" for non-running items then it will be applicable to suppliers also.
- The supplier shall be responsible for the quality of goods. FPS operator will ensure to maintain proper storage of the goods and adhere to the storage guidelines of the manufacturers mentioned on the product pack. Further all the provisions and penalties under FSSA 2006 and Consumer Protection Act 1986 shall be applicable to the supplier.
- To cater price fluctuation in markets and to make FPS competitive, the supplier shall provide revised as on date price list on monthly basis for the items having frequent price fluctuations.

In addition a quarterly price list of the remaining items shall also be furnished by the supplier to the corporation by 6th of the subsequent month of the quarter.

- The supplier shall also ensure to update and offer the Corporation and the FPS dealer about any promotional scheme/benefit/incentive provided in open market.
- Margin of FPS is calculated as difference of purchase price of FPS and selling price of FPS. The same shall be distributed in the ratio of 40:60 among FPS and customers meaning thereby that out of the total margin 40% shall be retained by the dealer while remaining 60% shall be pass on to the customers as discount in prices. Supplier shall not be held responsible for margins retained by the dealer.
- Items already covered under the PDS and Non PDS shall not be supplied to the FPS. The remaining list of products is included in Appendix J.
- The stores supplied by the supplier will have identity on the bottom right hand side of the main signage while the person is facing the main signage of the FPS in the said format - "Powered by XYZ". XYZ shall be in the logo form with the condition that the cost of signage will be borne by supplier.
- The empanelled vendor will organize & arrange for one time uniform store branding fixtures, retail shelves & fixtures, planogram design of all FPS shops with whom supply agreement is entered into at its own cost including its implementation at FPS shop level. The branding & quality of fixtures made available at FPS shop will be in agreement with APSCSC designated officials. Repairs and maintenance cost of the FPS shop will be borne by the FPS shop owner.

3 Details for Bid Submission

3.1 RFP Issuing Authority

- This RFP is issued by APSCSC, intended to short-list professional participants fulfilling technical requirements. Corporation's decision with regard to the short- listing of participants through this RFP shall be final and the corporation reserves the right to reject any or all the proposals without assigning any reasons.
- Project Title: Village Mall Scheme
- Project Initiator Details: Managing Director, APSCSC, Hyderabad.
- Organization: Andhra Pradesh State Civil Supplies Corporation Limited, Hyderabad.
- Contact Person Details:
 - GM (PDS) (AP Unit): Mob. No:07702003503, [Tel:+91-40-23310429](tel:+91-40-23310429)
 - Manager (PDS) (AP Unit): Mob:No:07702003510,
 - Tel:+91-40-23310546, Fax No.040-23324180
 - e- mail id: pdsho.apscsc@ap.gov.in

3.2 Procedure for Online Bid

- The bidder shall submit his response through Bid submission to the tender on e-procurement platform at www.eprocurement.gov.in by following the procedure given below. The bidder would be required to register on the e-procurement market place www.eprocurement.gov.in or <https://tender.eprocurement.gov.in> and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the eProcurement website. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

1 Registration with eProcurement platform:

- For registration and online bid submission bidders may contact Helpdesk of M/s Vupadhi Techno Services Pvt. Ltd , www.eprocurement.gov.in (or) <https://tender.eprocurement.gov.in>

2 Digital Certificate authentication:

- The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

3 For obtaining Digital Signature Certificate, you may please Contact:

- Andhra Pradesh Technology Services Limited, BRKR Bhavan, B-Block, Tank bund Road, Hyderabad-500022. Phone: +91-40-23220305 AND Fax: +91-40-23228057

(OR)

- You may please Contact Registration Authorities of any Certifying Authorities in India. The lists of CAs are available by clicking the link "<https://tender.eprocurement.gov.in/DigitalCertificate/signature.html>".

4 Submission of Hard copies:

- After submission of bid online, the bidders are requested to submit invariably the copies of all the documents part of Technical Bid at APSCSCL, Hyderabad on or before date 26/07/2017 up to 17:00 hrs either personally or through courier or by post and the receipt of the same within the

stipulated time shall be the responsibility of bidder. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for forfeiture of the EMD, cancellation of work and criminal prosecution and black listing.

- The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy. The bidder has to attach the required documents after uploading the same as required by Tender Inviting Authority in its tender conditions.

5 Deactivation of Bidders:

- The bidders found defaulting in submission of hard copies of original DD for EMD/ Bid Fee to the Tender Inviting Authority on or before on 25/07/2017 up to 17:00 hrs for Technical Tender Opening and other uploaded documents before concluding the agreement will be suspended /disqualified from participating in tenders on e-Procurement platform for a period of 24 months from date of bid submission besides forfeiture of EMD. Other conditions as per tender document are applicable.

6 Payment Of Transaction Fee:

- It is mandatory for all the participant bidders from 1st January 2006 to electronically pay a Non-refundable Transaction fee to M/s. APTS, the service provider through "Payment Gateway Service on E-Procurement platform". The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking of ICICI Bank, HDFC, Axis Bank to facilitate the transaction. This is in compliance as per G.O.Ms. 13 dated 07.05.2006. Tax and Bank Charges for the transaction amount payable to APTS, shall be applicable.

7 Corpus Fund:

- As per GO MS No.4 User departments shall collect 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees ten thousand only) for all works with ECV up to Rs. 50 Crores, and Rs. 25,000/- (Rupees twenty five thousand only) for works with ECV above Rs. 50 Crores, from successful bidders on eProcurement platform before entering into agreement / issue of purchase orders, towards eProcurement fund in favour of Managing Director, APTS. There shall not be any charge towards eProcurement fund in case of works, goods and services with ECV less than and up to Rs. 10 lakhs

8 Tender Document:

- The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. Any offline bid submission clause in the tender document could be neglected.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

9 Bid Submission Acknowledgement:

- The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the eProcurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The Government of AP and M/s APTS is not responsible for incomplete bid submission by users.

3.3 Documents Comprising the Bid

- The bid shall comprise of Part-A Technical Bid (Appendix A to I) and Part-B Financial Bid (Appendix J to L) and all its supporting documents and attachments. The bids complete in all respect including all attachments, and supporting documents as prescribed in this RFP Document shall be uploaded by the authorized signatory as stipulated in the bid. Hard copy of only the Technical Bid documents need to be submitted to APSCSC.

- The filled and signed attachments and supporting documents are to be scanned and uploaded at the space/packet provided in the bid portal. The original/attested copies of the attachments from the successful participant will be collected to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

3.4 Submission of Bid

- Bidder shall submit the bids electronically, before the last date & time, as notified in schedule of RFP sheet. APSCSC may extend the deadline for submission of bid by issuing an amendment in which case all rights and obligations of APSCSC and the participants previously subject to the original deadline will then be subject to the new deadline.
- The onus of ensuring fulfilment of the eligibility condition would be on the Participant and if the bid subsequently found ineligible would be summarily rejected.
- If any of the documents are found to be forged/fabricated at any stage, the APSCSC may take action for banning the bidder from participation in any RFP's of APSCSC apart from initiating legal action under the applicable law for causing any loss/damage.
- In case of exceptional circumstances or when the bid documents are required to be substantially modified as a result of discussions in pre-bid conference or otherwise, the corporation reserves a right to increase the timelines for submission of bid. In such a case the extended time and date shall be published in the same manner in case of original RFP.

3.5 BID Fees and Bid Security Deposit

- There shall be a bid cost of INR 5,000/- (non-refundable) in the form of D.D./Banker cheque in favour of "VC & MD, A.P. State Civil Supplies Corporation Limited" payable at Hyderabad.
- There shall be a refundable Bid Security/ EMD deposit of INR 10,000,000/- in the form of D.D./Banker cheque/Bank guarantee of scheduled Bank in favour of "VC & MD, A.P. State Civil Supplies Corporation Limited" payable at Hyderabad.
- The Bid security of unsuccessful bidder will be refunded soon after finalization of the Bid.
- The Bid cost, processing fee and the performance security will be deposited physically at the office of MD, Andhra Pradesh State Civil Supplies Corporation Limited at Hyderabad from date 14/07/2017 to date 25/07/2017 up to 17:00 hrs.
- No interest will be paid on Bid Security by the Corporation.

3.6 Forfeiture of Bid Security

The Bid security will be forfeited in the following cases:

- When bidder withdraws or modifies the offer after opening of Bid but before acceptance of Bid.
- When bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder.
- When he fails to commence the supply of the products at the FPS allotted to the bidder as per the purchase order within the time prescribed.
- When bidder violates any terms & conditions of the Bid document.
- When the bidder does not deposit the Bid Security within specified period.

3.7 Signing of BID

- Person or persons signing /submitting the Bid shall state in what capacity he is or they are signing/submitting the Bid.
- In the case of a Partnership Firm, Limited Liability Partnership firm and companies registered under Companies Act 1956, the names of all the partners/directors shall be disclosed and the Bid shall be signed by all the partners/directors or their duly constituted attorney, having authority to bind all the partners/directors in all matters pertaining to the contract. The copy of the Partnership

Deed/MOA & AOA along with Power of Attorney, Financials including Auditor's (in case of all) & Director's Report (in case of companies) for previous 3 years shall be submitted along with the Technical Bid.

- The persons competent to sign/submit the Bid Form or any document forming part of the Bid on behalf of another or on behalf of a Firm/Company shall be responsible to produce a proper Power of Attorney/Board Resolution duly executed in his favour, stating that he has authority to bind such other person or the Firm/Company as the case may be, in all matters pertaining to the contract. If the person so signing the Bid fails to produce the said Power of Attorney/Board Resolution, his Bid shall be liable to be summarily rejected without prejudice to any other right of the Corporation under the Contract and Law. The "Power of Attorney/Board Resolution" should be signed by all the partners/directors in the case of partnership concern or Limited Liability Partnership firms or Companies.

3.8 Eligible Organizations

- Original brand manufacturers engaged in manufacturing of FMCG products are eligible to apply.
OR
- Authorised C&F agents and distributors engaged in distribution of FMCG products of either a single brand or multi brands are eligible to apply.
OR
- Wholesalers engaged in wholesale of FMCG products of either a single brand or multi brands are eligible to apply.
OR
- Supply chain stores engaged in wholesale/retail markets of FMCG products and have their chain stores across India/Globe shall be eligible to apply.
OR
- E-commerce portals engaged in wholesale/ retail/ distribution of FMCG/Grocery/ other products in India.

3.9 Technical Eligibility Criteria

- Bidder Should have minimum Five Years of Experience in Production/Manufacturing, Wholesaling, Distribution Dealers or Operating Retail Chain Stores
- It should have required work force/resources/arrangements for procurement/manufacturing and supply of products to the FPS in a timely manner
- It should have office in the State Capital where the APSCSC Head Office is located. (A Certified list of all offices/branches/warehouse of the firm with complete address and contact numbers is required) or it undertakes to open up an office within 30 days of allotment of the bid.
- Minimum average annual turnover for the last preceding three years in the FMCG business should be INR 75 Crores.
- Companies/Firms having experience in supply to CSD canteens and other governments organization/undertaking engaged in similar line of business shall be given preference.
- The bidders are also required to provide the following documents with the Technical Bid:-
 - Copy of the Permanent Account Number of the firm/LLP/company.
 - Copy of GST registration number of the firm/ LLP/company.
 - Copy of Power of Attorney duly signed by all the partners/directors if the bid is not signed by the partners/directors.
- If the bidders fail to submit any of the above listed documents, their bid would be summarily rejected.
- Bids of the participants fulfilling the above Technical Eligibility criteria shall be only considered for opening of Financial Bid. The format in which technical bid is to be uploaded is placed at Appendix A to Appendix I.

3.10 Financial Bid

- A product wise bid shall be quoted for range of products according to the categories as defined in the Appendix J.
- The bidder needs to provide discount in the range of minimum and maximum discount offered on the specified products and brands in the Appendix K.
- Against each product a specified number of Product Brands is being given. Product Brands is a sum of no. of brands of different products under one category as mentioned in Appendix K. (eg. If there are two products under one category one having five brands another having six brands, then total product brands will be eleven.)
- Bidder also needs to specify the number of product brands he wishes to offer, the same may be higher or lower than the benchmark number of product brands. Any numbers specified by the bidders needs to be reconciled with the list of product and brands to be provided by specifying the name of the brand and the company who owns such brand. The format for the same is enclosed vide Appendix K.
- The evaluation of the financial bid shall be done by applying a simple formula of averaging the maximum and minimum discounts and multiplying such average into benchmark number of product brands.
- A bidder offering additional number of product brands shall also be evaluated on the benchmark number of product brands, however in case where a bidder offering lower number of product brands than the benchmark number, his scoring shall get deducted by the percentage of difference between the benchmark number of product brands and product brands offered.
- In a scenario where all the bidders, offers lower number of product brands than the product brands specified in a particular category, in such a case the benchmark shall be revised on the highest number among all the bidders. Post which the calculation as per above shall prevail.
- Corporation wishes to offer the contract to a single bidder, in such a case to qualify as a single bidder, a bidder needs to fulfil the below mentioned criteria for getting the contract in total.

S. No.	Category	Total number of Product categories	Qualifying number of product categorise
1.	A	5	4
2,	B	12	8
3.	C	15	9
4.	D	12	5
In Total		45	32

- The above referred table to be read in a manner such as a bidder to qualify in total needs to obtain highest score in at least 4 products in category A, 8 products in category B, 9 products in category C, 5 products in Category D and 32 products in overall category to qualify as higher discount offeror in total.
- In a scenario where, the conditions mentioned in para above in not fulfilled by any bidder, then a bidder qualifying for maximum number of highest score in individual categories shall be awarded the contract.
- PARALLEL RATE CONTRACT:-Orders will be placed with lowest (L-1) firm. However in case of any exigency at the discretion of the Bid inviting authority, the orders may also be placed with the L-1 rates and with other bidders on same terms & conditions.
- Corporation reserves right to held negotiation with the bidders qualifying the basic criteria of offering discounts.
- The bidder needs to provide a list of products/brands in reconciliation with the number of brands/products offered in the financial bid. The list needs to be submitted along with the bid documents.

- In case of one or more bidders qualifying for the higher averages, the FPS shall be divided in the lot of 500 shops to the qualifying bidders at the sole discretion of corporation.
- The range of percentages quoted by the bidders shall be renegotiated at the sole discretion of the corporation.
- The supplier shall reimburse 1% of the invoice value of the goods supplied to FPS in the form of administrative cost to the corporation, the same shall be payable on a monthly basis. The due date for payment of such cost shall be 5th of the next month, failing which an interest @ 18% per annum shall be charged for the delay in payment.

4 Contract Specifications

4.1 Terms & Conditions

- The offer shall remain valid up to 3 years and may be extended with mutual consent between APSCSC and the bidder.
- Incomplete offer/offers not conforming strictly to the prescribed RFP forms and terms & conditions and instructions shall not be considered and shall stand summarily rejected. The RFP will be automatically closed after the date and time as mentioned in the e-Procurement platform.
- Participant may modify and correct or upload any relevant document in the portal till the last date and time of bid submission, as published in the e- procurement portal.
- APSCSC will open the Technical Bid of all the participants received through e- procurement portal on the specified date and time. The participant can view other participants in the e-Procurement platform after opening of the bid. However, they are at liberty to be present personally or through their authorized representative at APSCSC office at the time of opening of the bid along with the bid acknowledgement receipt generated by the system after successful bid submission. In the event of the specified date of bid opening being declared a holiday for APSCSC, the bid will be opened on the next working day but there will be no change in the time for opening as indicated in the bid.
- Prior to the detailed evaluation of bid, it will be determined whether each bid;
 - Has been digitally signed;
 - Is responsive to the requirements of the RFP documents.
- The bid shall be considered to be unresponsive in the following conditions
 - Non submission of bid cost and bid security amount.
 - Non – submission of duly signed scanned copy of in acceptance of terms & conditions.
 - Non confirmation to all requirement set out in the bidding documents except minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements.
- A bid determined as not responsive will be rejected by the APSCSC and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- The eligible participants if required will show the supporting documents, in original or self-attested by authorized signatory, on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-procurement portal, which is pre-qualification for technical evaluation.
- A list of participants who qualify the Technical Bid will be available to qualified participants in the e-procurement portal.
- After the technical evaluation is completed, the Corporation will open the Financial Bid of only technically qualified participant on the date and time as fixed in the RFP or on subsequent date & time which will be intimated to the participants.
- The Notification may be sent by registered letter or fax or e-mail.
- APSCSC will open the Financial Bid of all technically qualified participants received through e-procurement portal on the specified date and time. The participants can view the Financial Bids of other participants in the e- Procurement portal after opening of Financial Bids.
- Discounts offered by the qualified technical bidders will be taken into consideration to arrive at highest score achieved by the bidders in accordance with the scoring criterion as detailed in Financial Bid section and Appendix J.
- The allocation will be awarded to the successful Bidder through issue of an Allocation Letter by post/fax/e-mail.
- Corporation has right to negotiate with the successful bidder in case discounts offered on few products are less in comparison with the next successful bidder.

- Corporation also reserves a right to offer the allocation to next successful bidder in case the difference between the scoring is marginal and the later one accepts to offer discount at the rate which is offered by the successful bidder.
- Corporation reserves the right to award the Bid in full or in part to one or several parties. The decision of the Managing Director is final and binding on the bidders.
- Shrinkage and losses will be borne by the FPS dealer.
- If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the performance deposit of the bidder will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law.
- The corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

4.2 Agreement

All successful bidders should execute a tripartite agreement immediately after allocation of FPS within fifteen (15) days as per the terms & conditions on INR 5,000/- on non-judicial stamp paper. In the event of failure to execute the agreement by bidder, the Bid security shall stand forfeited apart from cancellation of supply contract besides debarring of the bidder and Corporation is entailed to collect liquidated damages if any from the bidder for his failure to comply with the terms and conditions of the Bid. Further an option shall lie with the Corporation to offer the bid to the next qualifying bidder or to summarily cancel the bidding process.

4.3 Duration & Place of Delivery

The bidder will have to compulsorily supply ordered quantity of products within the period specified under scope of work from the date of initial order at specified FPS destinations as per Appendix N. The APSCSC will not place any purchase order. The supplier will have to supply in accordance with the demand placed by FPS.

4.4 Packing & Insurance

The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers and the department will not be required to pay any such charges, if incurred.

4.5 Quality Assurance

- The supplier will have to ensure that the qualities of products supplied at FPS etc. are strictly confirmed to the specification prescribed under BIS/FSSA//AGMARK.
- The random samples may also be taken from FPS by the corporation or its authorized persons. In the event of any of the samples taken found to be substandard, harmful, adulterated etc. as the case may be, the concerned supplier will be wholly responsible for that. The supplier will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts.
- Further, the supplier will have to immediately replace the entire stock of the particular batch/lot number of substandard/ adulterated products at their cost. If any quantity of substandard/ adulterated products cannot be replaced/ taken back from the FPS due to its supply to the consumers, then a penalty equivalent to the deduction of minimum 20% or as decided by competent authority from the consignment of that particular Batch/ Lot will be deducted.

4.6 Termination of Contract on Breach of Conditions

- In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the Corporation to forfeit the amount deposited by the supplier as performance deposit and cancel the contract without one month's notice.

- The Corporation reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the supplier. The supplier will not be entitled for any compensation whatsoever in respect of such termination of the contract/ agreement by the APCSC.

4.7 Extension Clause

The lock in period of the contract shall be 3 years and the period can be further extended for another 2 years with mutual consent.

4.8 Compliance with the Code of Integrity

Any person participating in a procurement process will –

- Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- Not indulge in any collusion, Bid rigging or any-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process.
- Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process.
- Not obstruct any investigation or audit of a procurement process.
- Disclose conflict of interest, if any, and disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

4.9 Conflict of Interest

The bidder participating in a bidding process must not have a conflict of interest.

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- Have controlling partners/ shareholders in common; or
- Receive or have received any direct or indirect subsidy from any of them; or
- Have the same legal representative for purposes of the Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- The bidder participates in more than one Bid in a bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one Bid; or
- The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as engineer-in charge/ consultant for the contract.

4.10 Indemnification

- The bidder shall indemnify the corporation and FPS dealer against all claims which may arise in supply of inferior and low quality products not conforming to prescribed specifications in relevant by laws of the products such as Legal Metrology Act, 2009 or FSSA Act, 2006
- The bidder shall agree to indemnify corporation against and FPS dealer, and to reimburse corporation for, and to our option, to defend corporation against, all damages for which it is held liable to in any proceeding arising out of use of products, pursuant to and in compliance with this Bid/Agreement, and for all costs corporation reasonably incur in the defence of any such claim brought against corporation or in any such proceeding in which corporation is named as a party, including reasonable attorney's fees, provided that corporation has timely notified bidder of such claim or proceeding.
- The approved supplier will indemnify the APSCSC and FPS dealer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of usage of such products.

4.11 Saving Clause

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

4.12 Arbitration

In case of any dispute arising between the bidders and the FPS, the Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

4.13 Jurisdiction

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the District Civil Court, Vijayawada, Krishna District, Andhra Pradesh only.

Check List of Documents for Technical Bid

S. No.	Particulars	Uploaded (Yes/No)
1.	Appendix A (Checklist of documents)	
2.	Appendix B (Bid Application)	
3.	Appendix C (Participant's information)	
4.	Appendix D (Statement of annual turnover)	
5.	Appendix E (Statement of past supplies & performance)	
6.	Appendix F (Declaration by bidder regarding qualifications)	
7.	Appendix G (Affidavit regarding acceptance of Bid terms & conditions)	
8.	Appendix H (Declarations and Undertakings)	
9.	Appendix I (Technical Undertaking)	
10.	D.D./Banker cheque of INR 5000/- for Bid Fee	
11.	D.D./Banker cheque/Bank guarantee of INR 10,000,000/- for EMD	
12.	Attested copy of Registration certificate issued by Competent Authority	
13.	Copy of the Partnership Deed/MOA & AOA or any other document as applicable to the firm.	
14.	Permanent and present addresses of the Partners/ Directors of the firm.	
15.	Copy of PAN Number & GST ID certificate	
16.	Copy of Financials including Auditor's (in case of all) & Director's Report (in case of companies) for immediate preceding three years	
17.	Power of Attorney for Authorised Signatory duly executed by all Directors/Partners	
18.	A Certified list of all offices/branches/warehouse of the firm in Andhra Pradesh with complete address and contact numbers is required or it undertakes to open up an office within 30 days of allotment of the bid.	

Check List of Documents for Financial Bid

S. No.	Particulars	Uploaded (Yes/No)
1.	Appendix J (Financial Bid with List of Product Categories)	
2.	Appendix K (List of products/brands)	
3.	Appendix L (Financial Undertaking)	

Note: All the documents listed above should be attested by Notary Public

(To be submitted on letter head of firm)

To,
The Managing Director
Andhra Pradesh State Civil Supplies Corporation Limited,
Hyderabad

Dear Sir,

This is in reference with your e-bid Enquiry No..... I/We submit the e-bid for allocation of FPS to private partners for supply of various FMCG products under PDS.

I/we have thoroughly examined and understood all the terms & conditions as contained in the RFP document, invitation to bid, General Information to participant and its annexure & appendices and agree to abide by them.

I/We shall be bound by communication of acceptance of the offer dispatched within the time.

I/We do hereby declare that the entries made in the bid and Appendices/Annexure attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

I/ We hereby enclose DD/BC/BG Ref No. _____ dated _____ for INR _____/- (INR _____ only) towards Bid Security Fee and DD Ref No. _____ dated _____ for INR _____/- (INR _____ only) towards Bid Fee.

In the event of my/our bid being accepted I/We agree to furnish EPA as stipulated in the RFP and put in place the necessary services within fifteen working days of acceptance of the bid.

I/We do hereby declare that the entries made in the Bid are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

I/We hereby declare that my/our firm/company has not been blacklisted or otherwise debarred during the last five years by the APSCSC, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.

I/We hereby declare that no contract entered into by me/ my Firm/company with the APSCSC, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the APSCSC shall have the right to disqualify me/us without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

Signature
Name:
Designation:
Place:
Date:

S. No.	Particulars	Information
1.	Name of the Participant	
2.	Business Address Telephone Number Fax No. Mobile Number Email Id	
3.	Constitution of the business	
4.	List of partners/directors	
5.	Name of the Contact Persons authorized to sign bid documents with their contact details	
6.	Experience of firm/company in supply to companies engaged in similar line of business (scanned copy of PO/orders of such organization)	
7.	Whether having office in the state in which APSCSC head office situated if yes, please provide Address (A list of all offices/branches/warehouse of the firm with complete address and contact numbers may be enclosed)	
8.	PAN No. of participant (enclose a scanned copy of PAN of the firm)	
9.	GST registration number (enclose copy of certificate)	
10.	Gross Annual Turnover during the immediate preceding 3years. (enclose scanned copies of profit & Loss account & Balance Sheet for preceding Three years.)	
11.	Details of participant's Bank Account Account number: Bank Name: Branch: IFSC:	

Appendix D

Annual turnover statement

(Letter head of Chartered Accountant)

The average Annual Turnover of M/s. _____ address _____
for the past three years are given below and certified that the statement is true and correct.

S. No.	Financial Year	Turnover in Crore (INR)
1	2014-15	
2	2015-16	
3	2016-17	
	TOTAL	INR _____ Cr.

Average turnover per annum INR _____ Cr.

Date _____
Auditor/Seal

Signature of
Chartered Accountant

(Name & Address)
Contact Details

Appendix E

Statement of past supplies and performance

We..... (Name of firm) do hereby undertake that we have supplied FMCG Items as per details given below:-

Calendar Year	S. No.	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Fortified been supplied satisfactory?
					As per contract	Actual		
2014-15								
2015-16								
2016-17								

Note:-

- 1 It should be notarized and submitted with technical bid.
- 2 The above information may be verified from relevant documents of Bidder.

Date: _____

Place: _____

Signature of bidder: _____

Name: _____

Designation: _____

Address: _____

Signature of Bidder with Seal

Appendix F Declaration by the bidder regarding Qualifications
(To be submitted on letter head of firm)

In relation to my/our Bid submitted to _____ for procurement of _____ in response to their Notice Inviting Bids No. _____ Dated _____ I/we hereby declare that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date: _____

Place: _____

Signature of bidder: _____

Name: _____

Designation: _____

Address: _____

Signature of Bidder with Seal

(On Rs.100/- non judicial stamp paper)

Bidder Name:

I/We confirm that I/We are authorized to submit bid on behalf of the firm participating in the bid and have perused the entire Bid document including all its amendments till date.

Having perused the subject bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid document without any deviations whatsoever:

I/We also confirm acceptance of the all General Terms & Conditions of bid document.

I/We certify that the prices quoted against the bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certify that bidding firm has not been banned by any Government Department of the State / PSU from business dealings.

I/We also certify that the information given above is factually correct, true and nothing material has been concealed.

Date: _____

Place: _____

Signature of bidder: _____

Name: _____

Designation: _____

Address: _____

Signature of Bidder with Seal

Appendix H

Declarations and undertakings

(On Non Judicial Stamp Paper worth Rs. 200/- Attested by Notary Public)

1. We..... (Name of firm) do hereby undertake that we have manufacturing /producing/ selling/ distribution capacity of FMCG items listed in the bid as detailed in Annexure J.
2. We certify that the rates are reasonable & the items are not sold on lower rates to anyone else.
3. We assure that the Bidder has no past or present criminal record with the Police/Vigilance of CS Dept. / Vigilance and Enforcement Dept. Govt. of Andhra Pradesh or Govt. of any other state /Govt. of India.
4. We do hereby undertake that our company/firm or any of the partners or representatives were never black-listed by the A.P. State Civil Supplies Corporation/any Govt. Organisation at any time or involved in diversion of stocks or in case under EC Act or convicted by Court of law in a criminal case.
5. If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the bid if and to the extent accepted may be cancelled and the amount of Bid Security/Security Money may be forfeited.

Date: _____

Place: _____

Signature of bidder: _____

Name: _____

Designation: _____

Address: _____

Signature of Bidder with Seal

Appendix I

Technical undertaking

(To be submitted on letter head of firm)

I/We have clearly understood all the terms and conditions of the bid and agreement etc. and agree to undertake the supply of FMCG items at the destinations specified by corporation and as per the appendix of bid document specifications prescribed by the Corporation.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the bid etc., and the instructions issued by the Managing Director, APSCSC from time to time.

I am/we are enclosing the following documents as per the Terms and Conditions of the Bid:

- 1 Demand Draft bearing No. _____ Dt. _____ for INR _____/- (_____)
Drawn on _____ Bank towards E.M.D. (Bid Security).
- 2 Affidavit attested by a notary to that effect that
 - the Bidder has no past or present criminal record with the Police/Vigilance of CS Dept. / Vigilance and Enforcement Dept. Govt. of Andhra Pradesh or Govt. of any other state /Govt. of India.
 - the Bidder or any of the partners or representatives were never been blacklisted/banned by any Govt. (Government of India/State Govt.) & their subordinate Departments for participation/submission of bids.
- 3 Copy of the partnership Deed along with permanent and present addresses of the partners in case of a Firm.
- 4 Copy of the Registration Certificate, if it is Firm / Company.
- 5 Copy of PAN and Registration Certificate under GST renewed up to date.
- 6 Copies of the Audited Financials for last three years.

I/We hereby affirm that the Corporation is at liberty to take action against me / us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

Date: _____

Place: _____

Signature of bidder: _____

Name: _____

Designation: _____

Address: _____

Signature of Bidder with Seal

Appendix J

Financial bid with list of product categories

S.No	Product Categories	Benchmark No. of Product Brands*	No. of products offered	No. of brands offered	Offered No. of Product Brands (A)	Minimum Discount (B)	Maximum Discount (C)	Scoring $A \times (B+C)/2$
A								
1.	Edible Oil	15						
2.	Ghee	10						
3.	Cereals except wheat	10						
4.	Pulses	10						
5.	Dry Fruits	10						
B								
1.	Noodles	10						
2.	Biscuits, Cookies	25						
3.	Candies, Chocolates and Toffies	50						
4.	Wafers/Chips	10						
5.	Hot Beverages (Tea/Coffee)	05						
6.	Cosmetic Creams	15						
7.	Bathing/Toilet Soaps	25						
8.	Detergent Bars/ Powders	15						
9.	Talcum Powder	15						
10.	Hair Oil	15						
11.	Shampoo	15						
12.	Tooth Paste, Tooth Powder	15						
C								
1.	Rava, Maida, Besan	10						
2.	Sabu Dana	05						
3.	Bhujia/ Namkeens	25						
4.	Spices except red chilli powder, turmeric powder & coriander powder	25						
5.	Jaggery (GUD)	10						
6.	Crushed Sugar	05						
7.	Mishri	05						
8.	Sauces	10						
9.	Pickles	10						
10.	Honey	05						
11.	Pappad	20						
12.	Poha/ Avalakki/ Chirwa	10						
13.	Tooth Brush	20						
14.	Razors, Shaving Blades, Shaving Creams/Brushes	15						

S.No	Product Categories	Benchmark No. of Product Brands*	No. of products offered	No. of brands offered	Offered No. of Product Brands (A)	Minimum Discount (B)	Maximum Discount (C)	Scoring A x (B+C)/2
15.	Pens/Pencils/Rubber/Sharpener	20						
D								
1.	Slippers							
2.	Phenyls							
3.	Toilet Cleaners							
4.	Agarbathis							
5.	Matchboxes							
6.	Wax Polishes							
7.	Knife, Scissors							
8.	Note Books							
9.	Hair Combs							
10.	Candles							
11.	Bulbs/CFL/LED							
12.	Mosquito repellents							

Note: -

- The corporation has the sole discretion to add or remove any items in the above referred categories.
- The discounts shall be offered product wise and shall be offered in a range of whole numbers. Any fraction of discount shall be ignored and only the whole number shall be considered.
- The discounts offered by the bidder shall be assumed to be offered on MRP basis for the products mentioned in categories B, C & D and on market value on category A
- It is compulsory to apply for all the products. Any bidder failing to offer discounts or omits to offer discount on any product then his bid shall be summarily rejected.
- The above amount shall be quoted keeping in mind the factors listed at Para As per Para 3.10 Financial Bid.
- The bidder needs to furnish a detail list of products reconciling with the number of brands offered on a product with a description of the brand and the company who owns such brand vide Appendix K
- Product Brands is a summation of no. of brands of different products under one category as mentioned in Appendix K. (eg. If there are two products under one category one having five brands another having six brands, then total product brands will be eleven.)

Appendix K Category wise list of products

S. No.	Category	Product	Brand	Company who owns such brand	Remarks

I/We have clearly understand all the terms and conditions of the bid and agreement etc. and agree to undertake the supply quality FMCG products at the destinations specified by Corporation.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Bid, Agreement and the Managing Director of A.P.State Civil Supplies Corporation Limited from time to time.

I/We shall furnish the prescribed Performance Deposit amount of INR 10,000,000/-, within Seven (7) days of the acceptance of my/our bid and enter into agreement.

I/We are well aware of the forfeiture clause in the terms and conditions of the bid and my our EMD stands forfeited if /we fall to furnish the prescribed Performance Deposit and also enter into agreement within fifteen (15) days of acceptance of my/our bid and I/we will strictly abide by the terms and conditions etc. as per the agreement.

In the event of non-fulfilment of contract by me/us, my/our Performance Deposit or any amount available with the Corporation are liable to be forfeited, award of supply contract stands cancelled besides blacklisting me/us.

Date: _____

Place: _____

Signature of bidder: _____

Name: _____

Designation: _____

Address: _____

Signature of Bidder with Seal

Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical error during evaluation of Financial Bids on the basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotal shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iv. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid security shall be forfeited or its Bid Securing Declaration shall be executed.

Procuring entity's right to vary quantities

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed Twenty percent, of the quantity specified in the Bidding document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the condition of contract.
- ii. If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the condition of the contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contracts and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from supplier.

Dividing quantities among more than one bidder at the time of award (in case of procurement of goods)

- i. As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Appendix N

District wise number of FPS

S. No.	District	No. of MLS	No. of FPS	No. of FPS per MLS
1	Srikakulam	29	1,975	68
2	Vizianagaram	15	1,349	90
3	Vishakhapatnam	30	2,016	67
4	East Godavari	21	2,642	126
5	West Godavari	14	2,198	157
6	Krishna	17	2,162	127
7	Guntur	20	2,581	129
8	Prakasham	19	2,117	111
9	Nellore	15	1,878	125
10	Chittoor	28	2,810	100
11	Kadapa	19	1,710	90
12	Kurnool	17	2,419	142
13	Ananthapur	24	2,965	124
	Total	268	28,822	108