

**No:SSDC/Prodn./Pur./2017-18**

**Dt: 05.10.2017**

**TENDER NOTICE**

Sealed tenders are invited from the reputed registered Manufacturers/Suppliers to supply the following material to **Andhra Pradesh State Seeds Development Corporation Ltd.**, according to the specifications mentioned against each item.

<b>Sl. No.</b>	<b><u>Name of the Item</u></b>	<b>Approx. quantity required (Nos.)</b>	<b>EMD (Rs.)</b>
1	DW Flour bags 70kg. cap.	72,000	2,50,000.00
2	DW Tarpaulin Canvas Bags 30 kg. cap. Paddy General seed	4,70,000	9,30,000.00
3	DW Tarpaulin Canvas Bags 25kg. cap. packing of BPT-5204, BPT-3291& RGL-2537 seed	1,20,000	2,10,000.00
4	HDPE Bags 70kg. cap. for packing of Groundnut seed.	5,50,000	4,00,000.00
5	HDPE Bags 25kg. cap. for packing of Bengalgram.	9,00,000	4,00,000.00
6	Cloth lined labels for stitching of bags	17,09,600	62,000.00

Tender schedule can be obtained from Manager(P,M&QC) on payment of Rs.3,000/- including Tax by way of cash or D.D. (A/c payee) drawn in favour of **APSSDC Ltd.**, Vijayawada, on all working days from 11.00 AM to 4.00 PM from 06.10.2017 onwards.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

Manufacturers/Suppliers/their officials are permitted to purchase the tender documents by submitting their registered manufacturers license certificate/Supplier License. No other agency/persons are allowed to purchase the documents.

The Tenderer should enclose D.D towards EMD amount as indicated in the above statement along with the application for purchase of tender document.

If the Tenderer download the Tender Document they should enclose the D.D Amount towards Tender cost against each item.

There is no exemption for EMD or Security Deposit to the Small Scale Industries.

For other details log on to [www.apseeds.in](http://www.apseeds.in).

**Sd/-**

**Vice Chairman &  
Managing Director**

**THE ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108.**

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TENDER SCHEDULE FOR SUPPLY OF “DW Flour bags 70kg. capacity”Name of the Firm buying  
the Tender Documents :

Sl. No.	Date of issue	Name of the Item	DD No./ Date	Amount Rs. ps.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

From

To

The Vice Chairman & Managing Director,  
APSSDC Ltd.,  
D.No. 4-150, Prasadampadu,  
Ramvarappadu Post,  
Vijayawada – 521108.

Ref: Your Tender Notice No.SSDC/Prodn/Pur./2017-18  
dt.05.10.2017.

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1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexures-A&B' and agreed to abide by the same.
2. The procedure of tender opening:

The tenderer should submit two bids in separate sealed covers.

- i) Technical bid along with samples which will be opened at the time of opening of tenders.
- ii) After Qualifying the Technical bid the Financial bid will be opened by the Purchase Sub-committee.

SIGNATURE &amp; STAMP

**SPECIFICATIONS OF D.W.FLOUR BAGS 70 KG. CAPACITY**

- No. of bags required : **72,000** nos.
- 1) D.W. FLOUR BAGS EQUIVALENT TO BIS NO. 3984-1967
- 2) OUTSIDE LENGTH OF THE BAG : 102cm + 4 cm
- 3) OUTSIDE WIDTH OF THE BAG : 71.0 cm + 4 cm
- 4) ENDS/DM : 68 +/- 4
- 5) PICKS/DM : 31 ± 2
- 6) WEIGHT OF THE BAG : 815 gms. + 81 gms.  
- 61 gms.
- 7) MOISTURE REGAIN : 22% Max.
- 8) OIL CONTENT : 3% (Maximum)
- 9) BREAKING STRENGTH  
OF THE FABRIC : A) Warp way - 160 kgf. minimum  
B) Weft Way - 112.7 kgf. minimum
- 10) BREAKING STRENGTH : SIDE SEAM - 45.8 kgf. minimum
- 11) HEMMING : The raw edges at the mouth of bags shall be turned in first to a depth of about 1.5 cms and then to a depth of about 2.0 cms.
- 12) STITCHING OF THE BAG : Bag will be double stitched safety Sewn.  
Seam: Herakle stitch – 3 ply Twine.  
Safety stitch: Union stitch – 2 ply Twine.  
No. of stitches will be 9 to 11/dm.
- 13) Printing and Branding on Bags: 'APSSDC' in size 20 x 10 cms. (height x width) and logo shall be branded on any one side of the bag at the bottom. The colour may be black/green as per the matter provided by the Corporation.
- 14) PACKING: Iron bound bales containing 100/400 bags of bales in each truck duly packed safely.

SIGNATURE & STAMP

TERMS & CONDITIONS

1. RATE:- Rate should be quoted per bag inclusive of all taxes and F.O.R. destination including loading and unloading charges. The material should be delivered at the places indicated by the Corporation in the State of Andhra Pradesh by lorry transport (full truck load). The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, duties, octroi, insurance and transportation charges, during the contract period.
2. EARNEST MONEY DEPOSIT: The bidder has to deposit an amount of **Rs.2,50,000.00** in the form of Demand Draft drawn in favour of APSSDC Ltd., payable at Vijayawada at the time of purchase of Tender Document.
3. SECURITY DEPOSIT: The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period within three months on request of the firm, if there is no complaint regarding quality.
4. DELIVERY PERIOD: The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in A.P. or changes made from time to time.
5. DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
  - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.

iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.

iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

6. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation the Committee will draw the sample from the supplied quantity any-where in APSSDC Unit at random and they will sign on the sample bags and send the same for testing to the Government authorized laboratory. After obtaining the results, if the bags are not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the VC&MD of the Corporation is final and both the parties shall be bound by the same.

7. CURRENCY OF THE AGREEMENT:

This agreement will be in force for a period of one year from the date of the agreement. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement. This period may be extended as per clause 16 of this terms & conditions.

8. DOCUMENTS FORMING PART OF THE AGREEMENT:

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Agreement and the parties hereto agree to abide by the said terms and conditions.

9. EXPIRY OF THE AGREEMENT:

The agreement shall be deemed to be concluded only when the entire supplies are completed as per Purchase Order, Delivery Schedule and payment.

10. TERMS OF PAYMENT

The Corporation shall make 100% payment of each consignment within 15 days (fifteen days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, certificate of Inspecting Agency at the Corporation's Regd.Office provided the quality and other specifications of the goods are in accordance with the terms of the agreement payment of all the bills shall be made direct in the form of RTGS at Suppliers place.

11. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT:

In case of any difference or dispute arising out of terms and conditions of agreement, the matter shall be decided by the VC&MD, APSSDC Ltd., Vijayawada whose decision shall be final and binding on both the parties.

12. COURTS OF JURISDICTION:

The parties here to expressly agree that only the Courts at Vijayawada shall have jurisdiction in respect of any matter arising out of this Agreement.

13. SAMPLES:

- a) Four samples of their own makings weight of each bag (in grams.) duly noted, shall be accompanied along with tender, failing which the tender is liable to be rejected summarily and the tender samples are required for examination of the workmen ship, pattern, feel and finish only. The supplies shall fully conform to Agreement Specifications.
- b) Successful tenderer has to furnish 4 more samples that would be required by the Corporation duly screen printed as per the matter to be provided by the Corporation within seven days from the date of accepting of the tender for approval.
- c) The supply of master sample at the time of dispatch of the consignment at the rate of one sample to each consignee duly stamped by representative of Authorized Agency appointed by the APSSDC at the time of pre-dispatch inspection to facilitate comparisons of the supplies received with the master sample one sample for each lot inspected and accepted shall also be sent to V.C & M.D., APSSDC and also to District Managers (Seeds) of the APSSDC Units concerned duly stamped and signed by the Authorized agency representative along with one copy of the inspection report.
- d) The consignees shall send three samples representative of each consignment received by them to V.C & M.D., APSSDC Ltd., for such independent examination and testing as deemed necessary at the discretion of APSSDC.

14. Pre-dispatch Inspection: The bags will be subjected to pre-dispatch inspection by the representative of Authorized Agency appointed by the APSSDC, will be conducted at manufacturer's mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.

15. The supplier should be bound to execute any excess quantities to a maximum of 30% of the total value of works during the currency of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease up to 30% of the quantities notified in the Agreement depending upon the actual requirement within one month notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, octorai insurance, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.
16. The validity of the Tender may be extended on mutual consent for a period of one year from the date of expiry of the agreement and it shall be open to the Corporation to place the Orders with the suppliers on the rates, terms and conditions for any additional quantities likely to be required during this period. The supply order may be placed only once which is economical for the Corporation on the terms & conditions of tender including Annexure A & B.
17. *The tenderer should submit the profile of the Company in the prescribed proforma enclosed invariably.*
18. Places of Delivery:- Door delivery at ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Units- List enclosed.

SIGNATURE & STAMP



**FINANCIAL BID****INFORMATION TO BE SUBMITTED BY THE TENDERER AFTER DULY ACCEPTING****THE ABOVE TERMS AND CONDITIONS OF TENDER**

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material of DW Flour bags 70 kg. capacity in accordance with requisite specifications.
- a) We hereby offer to supply the following articles mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
  - b) We shall be bound by dispatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
  - c) We agree to hold this offer open for a period of Two (2) months from the date of placing of initial order.
- II. We have carefully considered all terms and conditions in Annexure A&B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quoted the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax, if any included in the price are shown separately.

Name of the item	No. of Bags required approximately	Supply Schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes F.O.R. destination and other Taxes applicable
<i>DW Flour bags 70kg. capacity</i>	72,000 Nos.	All Units in A.P.	

- a) We are aware that the time is the essence of the Contract.
- b) Our performance report covering last three years is enclosed.
- c) The specifications of the samples are also furnished in a separate sheet.
- d) We are hereby certify that we are not black listed and no arbitration cases are lying pending with this office as on date.

SIGNATURE &amp; STAMP

(i) Enclosures

(ii) Samples.

DETAILS OF THE TENDERER

(to be filled-up duly signed)

Sales Tax Account No. : G.S.T. No  
S.S.I. Reg.No. : Valid upto :  
Partnership : Profit and Loss A/c. & Balance  
Sheet of latest financial year in  
case of Companies or Income  
Expenditure A/c. of firms/others  
as the case may be.

Sole Proprietor :

Co-operative Institution :

Govt. Under taking/Public Sector Undertaking:

Income Tax Account No.(PAN) and :  
copy of allotment letter

SIGNATURE & STAMP

**PROFILE OF THE BIDDERS**

STATEMENT SHOWING THE PROFILE OF M/S. \_\_\_\_\_

FOR SUPPLY OF DW Flour bags 70kg. capacity

Sl. No.	Name & Address of the Tenderer	Name of the product manufactured	No. of manufacturing machinery like no. of looms	No. of Printing, stitching and other required machinery	Plant production capacity per day	Name of the previous clients with address and telephone numbers
1	2	3	4	5	6	7

Products supplied			Schedule of supply	I.T. PAN No.	S.T. Regd. No.	Other details
Purchase Order No. & Date	Quantity	Value				
8	9	10	11	12	13	14

**SIGNATURE & STAMP**

**TERMS AND CONDITIONS**

**A N N E X U R E – A**

- 1.1. The Tenderer should quote the rate of the material inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
  - 1.2. Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
  - 1.3. Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
  - 1.4. Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Vijayawada payable in favour of A.P. State Seeds Development Corporation Limited, D.No. 4-150, Prasadampadu, Ramvarappadu Post, Vijayawada.
    - a) All offers without earnest money will be rejected.
    - b) Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.
- 1.5. The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
  - 1.6. Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
  - 1.7. Only one kind of sample with rate will be entertained under each item.
  - 1.8. Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

**VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

**ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

**SECURITY DEPOSIT:**

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the Tender Notice for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security Deposit which is required under the terms and conditions of this tender.

## **OTHER CONTRACTUAL OBLIGATIONS:**

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Andhra Pradesh State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent But, the tenderer may without the consent of the Andhra Pradesh State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

## **SUPPLIES AS PER SPECIFICATIONS :**

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.  
  
(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

## **CONSEQUENT OF NON-SUPPLY & DAMAGES:**

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

#### **PAYMENTS :**

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his theorized agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 15 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Vijayawada.

#### **FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :**

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.

- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

#### **SETTLEMENT OF DISPUTES:**

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
- 10.2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Vijayawada and the courts at Vijayawada alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.



## **A N N E X U R E – B**

### ***SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:***

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
05. (i) Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
06. If any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.  
“Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration no. Tender should invariably indicate their GST Reg.No.
07. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
08. The Tender must be accompanied with four samples per each item.
09. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Jute Tarpaulin Bags and D.W.Flour Bags, the Corporation have right to insist Bank Guarantee.

**ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD.,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108  
APSSDC LIMITED., UNIT ADDRESSES**

Sl. No.	Addresses	Tel.No./ Cell No.
1	APSSDC Ltd., Plot No. 24, Aditya Nagar Colony, Khazipet, Srikakulam-532001.	08942-223012 9849908740
2	APSSDC Ltd., Dr.No. 5-16/3-1, N.S.C Theatre back side, Opp. T.C.I, Vizianagaram-535001	08922-224165 9849908741
3	APSSDC Ltd., Paidiparru, Tanuku-534 211, West Godavari Dist.	08819-224024 9849908743
4	APSSDC Ltd., Gannavaram, Vijayawada Krishna Dist.	9849908745
5	APSSDC Ltd., Suneetha nilayam, Dr.No. 27-7-14, Ground Floor, 4th Lane, Kannavari Thota, Guntur - 522 004.	0863-2233505 9849908746
6	APSSDC Ltd., H.No.8-114/B, Beside Mahalakshmi Cold Storage, Throvagunta, Ongole – 523 262.	08592-231579 9849908747
7	APSSDC Ltd., Dr.No. 25-2-8, State bank colony, (Near)Current Office centre, A.K.Nagar (P.O), Nellore - 524 004.	0861-2328692 9849908748
8	APSSDC Ltd., Panagal Post, Srikalahasti- 517640. Chittoor Dist.	08578-230076 9849908749
9	APSSDC Ltd., 1st floor, YSR,DCMS Complex, Z.P. road, Nagarajpet, Kadapa Dist – 516 001.	08562-250680 9849908750
10	APSSDC Ltd., Prasanaipalle, Near L.R.G school, Ananthapur – 515 001.	08554-286999 9849908751
11	APSSDC Ltd., Plot No. 16-21, Industrial Estate, Kallur, Kurnool - 518003.	08518-229850 9849908752

**TECHNICAL BID**

**THE ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108.**

\* \* \*

**TENDER SCHEDULE**

**FOR SUPPLY OF “DWTC BAGS 30 KG. CAPACITY FOR PACKING OF PADDY GENERAL SEED”**

Name of the Firm buying  
the Tender Documents:

Sl. No.	Date of issue	Name of the Item	DD No./ Date	Amount Rs. ps.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

From

To

The Vice Chairman & Managing Director,  
APSSDC Ltd.,  
D.No. 4-150, Prasadampadu,  
Ramvarappadu Post,  
Vijayawada – 521108.

Ref: Your Tender Notice No:SSDC/Prodn/Pur./2017-18  
dt.05.10.2017.

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1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexure-A&B' and agreed to abide by the same.
2. The procedure of tender opening:  
The tenderer should submit two bids in separate sealed covers.
  - a. Technical bid along with samples which will be opened at the time of opening of tenders.
  - b. After Qualifying the Technical bid the financial bid will be opened by the Purchase Sub-committee.

**SIGNATURE & STAMP**

**SPECIFICATIONS FOR D.W.TARPAULIN CANVAS BAGS 30 KG. CAPACITY**  
**(for packing of Paddy General seed)**

- No. of bags required : 4,70,000 Nos.
- 1) Basic Fabric weight : 380 gm/Square metre.
- 2) Length of bag : 86.5 cm (34")
- 3) Weave : Double Warp
- 4) Ends/dm : 85 cm +4 -4
- 5) Picks/dm : 39 + 2 - 2
- 6) Moisture regain : 16%
- 7) Oil contents : 3% ( Max.)
- 8) Bag size length : 86.5 + 3 cm.
- 9) Bag size Width : 56.0 + 3 cm.
- 10) Bag weight : 390 gms. (+ 8% - 2%)  
(at contract moisture regain of 16%)
- 11) Porter : 10
- 12) Shot : 10
- 13) Net Weight of the Bag : The net bag weight should be  
382.2 grams at the time of  
delivery at our destination.
- 14) Breaking strength of fabric : Warp way : 180 kgf.(min.)  
(10 X 20 cms. reveled strip) Weft way : 92 kgf.(min.)
- 15) Breaking strength of seam : a) Side seam - 46 kgf.(min.)  
(5 x 20 cm raveled strip) b) Bottom seam - 30 kgf.(min.)
- 16) Stitching of bags : The bags will be heracle sewn  
with jute twine.  
No. of stitches – 9 to 11/dm.
- 17) Printing Printing of bags will be done on one side in black  
permanent colour by screen printing as per matter  
like help line information etc. to be provided by the  
Corporation. The cost of the screen will be met by  
the supplier.
- 18) Packing Each truss/bundle securely packed, containing 200  
bags (two hundred) per truss/bundle and each  
truck load consisting of 110 bundles/truss.

**SIGNATURE & STAMP**

TERMS & CONDITIONS

1. RATE:- Rate should be quoted per bag inclusive of all taxes and F.O.R. destination including loading and unloading charges. The material should be delivered at the places indicated by the Corporation in the State of Andhra Pradesh by lorry transport (full truck load). The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, duties, octroi, insurance and transportation charges, during the contract period.
2. EARNEST MONEY DEPOSIT: The bidder has to deposit an amount of **Rs.9,30,000.00** in the form of Demand Draft drawn in favour of APSSDC Ltd., payable at Vijayawada at the time of purchase of Tender Document.
3. SECURITY DEPOSIT: The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period within three months on request of the firm, if there is no complaint regarding quality.
4. DELIVERY PERIOD: The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in A.P. or changes made from time to time.
5. DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
  - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.

...4...

iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.

iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

6. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation the Committee will draw the sample from the supplied quantity any-where in APSSDC Unit at random and they will sign on the sample bags and send the same for testing to the Government authorized laboratory. After obtaining the results, if the bags are not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the VC&MD of the Corporation is final and both the parties shall be bound by the same.

7. CURRENCY OF THE AGREEMENT:

This agreement will be in force for a period of one year from the date of the agreement. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement. This period may be extended as per clause 16 of this terms & conditions.

8. DOCUMENTS FORMING PART OF THE AGREEMENT:

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Agreement and the parties hereto agree to abide by the said terms and conditions.

9. EXPIRY OF THE AGREEMENT:

The agreement shall be deemed to be concluded only when the entire supplies are completed as per Purchase Order, Delivery Schedule and payment.

10. TERMS OF PAYMENT

The Corporation shall make 100% payment of each consignment within 15 days (fifteen days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, certificate of Inspecting Agency at the Corporation's Regd.Office provided the quality and other specifications of the goods are in accordance with the terms of the agreement payment of all the bills shall be made direct in the form of RTGS at Suppliers place.

11. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT:

In case of any difference or dispute arising out of terms and conditions of agreement, the matter shall be decided by the VC&MD, APSSDC Ltd., Vijayawada whose decision shall be final and binding on both the parties.

12. COURTS OF JURISDICTION:

The parties here to expressly agree that only the Courts at Vijayawada shall have jurisdiction in respect of any matter arising out of this Agreement.

13. SAMPLES:

- e) Four samples of their own makings weight of each bag (in grams.) duly noted, shall be accompanied along with tender, failing which the tender is liable to be rejected summarily and the tender samples are required for examination of the workmen ship, pattern, feel and finish only. The supplies shall fully conform to Agreement Specifications.
- f) Successful tenderer has to furnish 4 more samples that would be required by the Corporation duly screen printed as per the matter to be provided by the Corporation within seven days from the date of accepting of the tender for approval.
- g) The supply of master sample at the time of dispatch of the consignment at the rate of one sample to each consignee duly stamped by representative of Authorized Agency appointed by the APSSDC at the time of pre-dispatch inspection to facilitate comparisons of the supplies received with the master sample one sample for each lot inspected and accepted shall also be sent to V.C & M.D., APSSDC and also to District Managers (Seeds) of the APSSDC Units concerned duly stamped and signed by the Authorized agency representative along with one copy of the inspection report.
- h) The consignees shall send three samples representative of each consignment received by them to V.C & M.D., APSSDC Ltd., for such independent examination and testing as deemed necessary at the discretion of APSSDC.

14. Pre-dispatch Inspection: The bags will be subjected to pre-dispatch inspection by the representative of Authorized Agency appointed by the APSSDC, will be conducted at manufacturer's mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.

15. The supplier should be bound to execute any excess quantities to a maximum of 30% of the total value of works during the currency of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease up to 30% of the quantities notified in the Agreement depending upon the actual requirement within one month notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, octorai insurance, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.
16. The validity of the Tender may be extended on mutual consent for a period of one year from the date of expiry of the agreement and it shall be open to the Corporation to place the Orders with the suppliers on the rates, terms and conditions for any additional quantities likely to be required during this period. The supply order may be placed only once which is economical for the Corporation on the terms & conditions of tender including Annexure A & B.
17. *The tenderer should submit the profile of the Company in the prescribed proforma enclosed invariably.*
18. Places of Delivery:- Door delivery at ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Units- List enclosed.

**SIGNATURE & STAMP**



**FINANCIAL BID****INFORMATION TO BE SUBMITTED BY THE TENDERER AFTER DULY ACCEPTING****THE ABOVE TERMS AND CONDITIONS OF TENDER**

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material of DWTC bags 30 kg. capacity in accordance with requisite specifications.
- a) We hereby offer to supply the following articles mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
  - b) We shall be bound by dispatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
  - c) We agree to hold this offer open for a period of Two (2) months from the date of placing of initial order.
- II. We have carefully considered all terms and conditions in Annexure A&B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quoted the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax, if any included in the price are shown separately.

Name of the item	No. of Bags required approximately	Supply Schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes F.O.R. destination and other Taxes applicable
<i>DWTC bags 30kg. capacity</i>	4,70,000 Nos.	All Units in A.P.	

- a) We are aware that the time is the essence of the Contract.
- b) Our performance report covering last three years is enclosed.
- c) The specifications of the samples are also furnished in a separate sheet.
- d) We are hereby certify that we are not black listed and no arbitration cases are lying pending with this office as on date.

SIGNATURE &amp; STAMP

(i) Enclosures

(ii) Samples.

DETAILS OF THE TENDERER

(to be filled-up duly signed)

Sales Tax Account No. : G.S.T. No  
S.S.I. Reg.No. : Valid upto :  
Partnership : Profit and Loss A/c. & Balance  
Sheet of latest financial year in  
case of Companies or Income  
Expenditure A/c. of firms/others  
as the case may be.

Sole Proprietor :

Co-operative Institution :

Govt. Under taking/Public Sector Undertaking:

Income Tax Account No.(PAN) and :  
copy of allotment letter

SIGNATURE & STAMP

**PROFILE OF THE BIDDERS**

STATEMENT SHOWING THE PROFILE OF M/S. \_\_\_\_\_

FOR SUPPLY OF DWTC bags 30kg. capacity

Sl. No.	Name & Address of the Tenderer	Name of the product manufactured	No. of manufacturing machinery like no. of looms	No. of Printing, stitching and other required machinery	Plant production capacity per day	Name of the previous clients with address and telephone numbers
1	2	3	4	5	6	7

Products supplied			Schedule of supply	I.T. PAN No.	S.T. Regd. No.	Other details
Purchase Order No. & Date	Quantity	Value				
8	9	10	11	12	13	14

**SIGNATURE & STAMP**

**TERMS AND CONDITIONS**

**A N N E X U R E – A**

- 1.1 The Tenderer should quote the rate of the material inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
- 1.2 Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
- 1.3 Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 1.4 Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Vijayawada payable in favour of A.P. State Seeds Development Corporation Limited, D.No. 4-150, Prasadampadu, Ramvarappadu Post, Vijayawada.
- 1.5 All offers without earnest money will be rejected.
- 1.6 Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.
- 1.7 The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.8 Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
- 1.9 Only one kind of sample with rate will be entertained under each item.
- 1.10 Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

**VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

**ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

**SECURITY DEPOSIT:**

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the Tender Notice for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security Deposit which is required under the terms and conditions of this tender.

## **OTHER CONTRACTUAL OBLIGATIONS:**

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Andhra Pradesh State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent But, the tenderer may without the consent of the Andhra Pradesh State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

## **SUPPLIES AS PER SPECIFICATIONS :**

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.  
  
(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

## **CONSEQUENT OF NON-SUPPLY & DAMAGES:**

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

#### **PAYMENTS :**

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his theorized agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 15 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Vijayawada.

## **FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :**

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

## **SETTLEMENT OF DISPUTES:**

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
- 10.2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Vijayawada and the courts at Vijayawada alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.



## **A N N E X U R E – B**

### ***SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:***

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
05. (i) Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
06. If any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.  
“Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration no. Tender should invariably indicate their GST Reg.No.
07. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
08. The Tender must be accompanied with four samples per each item.
09. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Jute Tarpaulin Bags and D.W.Flour Bags, the Corporation have right to insist Bank Guarantee.

**ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD.,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108  
APSSDC LIMITED., UNIT ADDRESSES**

Sl. No.	Addresses	Tel.No./ Cell No.
1	APSSDC Ltd., Plot No. 24, Aditya Nagar Colony, Khazipet, Srikakulam-532001.	08942-223012 9849908740
2	APSSDC Ltd., Dr.No. 5-16/3-1, N.S.C Theatre back side, Opp. T.C.I, Vizianagaram-535001	08922-224165 9849908741
3	APSSDC Ltd., Paidiparru, Tanuku-534 211, West Godavari Dist.	08819-224024 9849908743
4	APSSDC Ltd., Gannavaram, Vijayawada Krishna Dist.	9849908745
5	APSSDC Ltd., Suneetha nilayam, Dr.No. 27-7-14, Ground Floor, 4th Lane, Kannavari Thota, Guntur - 522 004.	0863-2233505 9849908746
6	APSSDC Ltd., H.No.8-114/B, Beside Mahalakshmi Cold Storage, Throvagunta, Ongole – 523 262.	08592-231579 9849908747
7	APSSDC Ltd., Dr.No. 25-2-8, State bank colony, (Near)Current Office centre, A.K.Nagar (P.O), Nellore - 524 004.	0861-2328692 9849908748
8	APSSDC Ltd., Panagal Post, Srikalahasti- 517640. Chittoor Dist.	08578-230076 9849908749
9	APSSDC Ltd., 1st floor, YSR,DCMS Complex, Z.P. road, Nagarajpet, Kadapa Dist – 516 001.	08562-250680 9849908750
10	APSSDC Ltd., Prasanaipalle, Near L.R.G school, Ananthapur – 515 001.	08554-286999 9849908751
11	APSSDC Ltd., Plot No. 16-21, Industrial Estate, Kallur, Kurnool - 518003.	08518-229850 9849908752

**TECHNICAL BID**

**THE ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108.**

\* \* \*

**TENDER SCHEDULE FOR SUPPLY OF “DWTC BAGS 25 KG. CAPACITY FOR PACKING OF  
PADDY BPT-5204, BPT-3291 AND RGL-2537”.**

Name of the Firm buying  
the Tender Documents :

Sl. No.	Date of issue	Name of the Item	DD No./ Date	Amount Rs. ps.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

From

To

The Vice Chairman & Managing Director,  
APSSDC Ltd.,  
D.No. 4-150, Prasadampadu,  
Ramvarappadu Post,  
Vijayawada – 521108.

Ref: Your Tender Notice No:SSDC/Prodn/Pur./2017-18  
dt.05.10.2017.

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1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexure-A&B' and agreed to abide by the same.

2. The procedure of tender opening:

The tenderer should submit two bids in separate sealed covers.

- a. Technical bid along with samples which will be opened at the time of opening of tenders.
- b. After Qualifying the Technical bid the financial bid will be opened by the Purchase Sub-committee.

**SIGNATURE & STAMP**

**SPECIFICATIONS FOR DWTC BAGS 25 kg. CAPACITY**  
**for packing of BPT-5204 BPT-3291 AND RGL-2537".**

No. of bags required	: 1,20,000 Nos.
1) Basic Fabric weight	: 380 gm/Square metre.
2) Length of bag	: 86.5 cm (34")
3) Weave	: Double Warp
4) Ends/dm	: 85 cm +4 -4
5) Picks/dm	: 39 + 2 - 2
6) Moisture regain	: 16%
7) Oil contents	: 3% ( Max.)
8) Bag size length	: 86.5 + 3 cm.
9) Bag size Width	: 49 + 3 cm.
10) Bag weight (at contract moisture regain of 16%)	: 350 gms. (+ 8% - 2%)
11) Porter	: 10
12) Shot	: 10
13) Net Weight of the Bag	: The net bag weight should be 343 grams at the time of delivery at our destination.
14) Breaking strength of fabric (10 X 20 cms. raveled strip)	: Warp way : 180 kgf.(min.) Weft way : 92 kgf.(min.)
15) Breaking strength of seam (5 x 20 cm raveled strip)	: a) Side seam - 46 kgf.(min.) b) Bottom seam - 30 kgf.(min.)
16) Stitching of bags	: The bags will be heracle sewn with jute twine. No. of stitches – 9 to 11/dm.
17) Printing	Printing of bags will be done on one side in black permanent colour by screen printing as per matter like help line information etc. to be provided by the Corporation. The cost of the screen will be met by the supplier.
18) Packing	Each truss/bundle securely packed, containing 200 bags (two hundred) per truss/bundle and each truck load consisting of 110 bundles/truss.

**SIGNATURE & STAMP**

TERMS & CONDITIONS

1. RATE:- Rate should be quoted per bag inclusive of all taxes and F.O.R. destination including loading and unloading charges. The material should be delivered at the places indicated by the Corporation in the State of Andhra Pradesh by lorry transport (full truck load). The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, duties, octroi, insurance and transportation charges, during the contract period.
2. EARNEST MONEY DEPOSIT: The bidder has to deposit an amount of **Rs.2,10,000.00** in the form of Demand Draft drawn in favour of APSSDC Ltd., payable at Vijayawada at the time of purchase of Tender Document.
3. SECURITY DEPOSIT: The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period within three months on request of the firm, if there is no complaint regarding quality.
4. DELIVERY PERIOD: The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in A.P. or changes made from time to time.
5. DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
  - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.

...4...

iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.

iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

6. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation the Committee will draw the sample from the supplied quantity any-where in APSSDC Unit at random and they will sign on the sample bags and send the same for testing to the Government authorized laboratory. After obtaining the results, if the bags are not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the VC&MD of the Corporation is final and both the parties shall be bound by the same.

7. CURRENCY OF THE AGREEMENT:

This agreement will be in force for a period of one year from the date of the agreement. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement. This period may be extended as per clause 16 of this terms & conditions.

8. DOCUMENTS FORMING PART OF THE AGREEMENT:

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Agreement and the parties hereto agree to abide by the said terms and conditions.

9. EXPIRY OF THE AGREEMENT:

The agreement shall be deemed to be concluded only when the entire supplies are completed as per Purchase Order, Delivery Schedule and payment.

10. TERMS OF PAYMENT

The Corporation shall make 100% payment of each consignment within 15 days (fifteen days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, certificate of Inspecting Agency at the Corporation's Regd.Office provided the quality and other specifications of the goods are in accordance with the terms of the agreement payment of all the bills shall be made direct in the form of RTGS at Suppliers place.

11. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT:

In case of any difference or dispute arising out of terms and conditions of agreement, the matter shall be decided by the VC&MD, APSSDC Ltd., Vijayawada whose decision shall be final and binding on both the parties.

12. COURTS OF JURISDICTION:

The parties here to expressly agree that only the Courts at Vijayawada shall have jurisdiction in respect of any matter arising out of this Agreement.

13. SAMPLES:

- a) Four samples of their own makings weight of each bag (in grams.) duly noted, shall be accompanied along with tender, failing which the tender is liable to be rejected summarily and the tender samples are required for examination of the workmen ship, pattern, feel and finish only. The supplies shall fully conform to Agreement Specifications.
- b) Successful tenderer has to furnish 4 more samples that would be required by the Corporation duly screen printed as per the matter to be provided by the Corporation within seven days from the date of accepting of the tender for approval.
- c) The supply of master sample at the time of dispatch of the consignment at the rate of one sample to each consignee duly stamped by representative of Authorized Agency appointed by the APSSDC at the time of pre-dispatch inspection to facilitate comparisons of the supplies received with the master sample one sample for each lot inspected and accepted shall also be sent to V.C & M.D., APSSDC and also to District Managers (Seeds) of the APSSDC Units concerned duly stamped and signed by the Authorized agency representative along with one copy of the inspection report.
- d) The consignees shall send three samples representative of each consignment received by them to V.C & M.D., APSSDC Ltd., for such independent examination and testing as deemed necessary at the discretion of APSSDC.

14. Pre-dispatch Inspection: The bags will be subjected to pre-dispatch inspection by the representative of Authorized Agency appointed by the APSSDC, will be conducted at manufacturer's mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.

15. The supplier should be bound to execute any excess quantities to a maximum of 30% of the total value of works during the currency of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease up to 30% of the quantities notified in the Agreement depending upon the actual requirement within one month notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, octorai insurance, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.
16. The validity of the Tender may be extended on mutual consent for a period of one year from the date of expiry of the agreement and it shall be open to the Corporation to place the Orders with the suppliers on the rates, terms and conditions for any additional quantities likely to be required during this period. The supply order may be placed only once which is economical for the Corporation on the terms & conditions of tender including Annexure A & B.
17. *The tenderer should submit the profile of the Company in the prescribed proforma enclosed invariably.*
18. Places of Delivery:- Door delivery at ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Units- List enclosed.

SIGNATURE & STAMP



**FINANCIAL BID****INFORMATION TO BE SUBMITTED BY THE TENDERER AFTER DULY ACCEPTING****THE ABOVE TERMS AND CONDITIONS OF TENDER**

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material of DWTC bags 25 kg. capacity in accordance with requisite specifications.
- a) We hereby offer to supply the following articles mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
  - b) We shall be bound by dispatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
  - c) We agree to hold this offer open for a period of Two (2) months from the date of placing of initial order.
- II. We have carefully considered all terms and conditions in Annexure A&B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quoted the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax, if any included in the price are shown separately.

Name of the item	No. of Bags required approximately	Supply Schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes F.O.R. destination and other Taxes applicable
<i>DWTC bags 25kg. capacity</i>	1,20,000 Nos.	All Units in A.P.	

- a) We are aware that the time is the essence of the Contract.
- b) Our performance report covering last three years is enclosed.
- c) The specifications of the samples are also furnished in a separate sheet.
- d) We are hereby certify that we are not black listed and no arbitration cases are lying pending with this office as on date.

**SIGNATURE & STAMP**

(i) Enclosures

(ii) Samples.

DETAILS OF THE TENDERER

(to be filled-up duly signed)

Sales Tax Account No. : G.S.T. No  
S.S.I. Reg.No. : Valid upto :  
Partnership : Profit and Loss A/c. & Balance  
Sheet of latest financial year in  
case of Companies or Income  
Expenditure A/c. of firms/others  
as the case may be.

Sole Proprietor :

Co-operative Institution :

Govt. Under taking/Public Sector Undertaking:

Income Tax Account No.(PAN) and :

copy of allotment letter

**SIGNATURE & STAMP**

**PROFILE OF THE BIDDERS**

STATEMENT SHOWING THE PROFILE OF M/S. \_\_\_\_\_

FOR SUPPLY OF DWTC bags 25kg. capacity

Sl. No.	Name & Address of the Tenderer	Name of the product manufactured	No. of manufacturing machinery like no. of looms	No. of Printing, stitching and other required machinery	Plant production capacity per day	Name of the previous clients with address and telephone numbers
1	2	3	4	5	6	7

Products supplied			Schedule of supply	I.T. PAN No.	S.T. Regd. No.	Other details
Purchase Order No. & Date	Quantity	Value				
8	9	10	11	12	13	14

**SIGNATURE & STAMP**

**TERMS AND CONDITIONS**

**A N N E X U R E – A**

- 1.1 The Tenderer should quote the rate of the material inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
- 1.2 Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
- 1.3 Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 1.4 Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Vijayawada payable in favour of A.P. State Seeds Development Corporation Limited, D.No. 4-150, Prasadampadu, Ramvarappadu Post, Vijayawada.
- 1.5 All offers without earnest money will be rejected.
- 1.6 Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.
- 1.7 The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.8 Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
- 1.9 Only one kind of sample with rate will be entertained under each item.
- 1.10 Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

## **VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

## **ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

## **SECURITY DEPOSIT:**

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the Tender Notice for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security Deposit which is required under the terms and conditions of this tender.

## **OTHER CONTRACTUAL OBLIGATIONS:**

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Andhra Pradesh State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent. But, the tenderer may without the consent of the Andhra Pradesh State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

## **SUPPLIES AS PER SPECIFICATIONS :**

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.  
  
(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

## **CONSEQUENT OF NON-SUPPLY & DAMAGES:**

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

#### **PAYMENTS :**

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his theorized agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 15 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Vijayawada.

## **FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :**

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

## **SETTLEMENT OF DISPUTES:**

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
- 10.2 The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Vijayawada and the courts at Vijayawada alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.



## **A N N E X U R E – B**

### ***SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:***

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
05. (i) Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
06. If any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.  
“Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration no. Tender should invariably indicate their GST Reg.No.
07. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
08. The Tender must be accompanied with four samples per each item.
09. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Jute Tarpaulin Bags and D.W.Flour Bags, the Corporation have right to insist Bank Guarantee.

**ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD.,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108  
APSSDC LIMITED., UNIT ADDRESSES**

Sl. No.	Addresses	Tel.No./ Cell No.
1	APSSDC Ltd., Plot No. 24, Aditya Nagar Colony, Khazipet, Srikakulam-532001.	08942-223012 9849908740
2	APSSDC Ltd., Dr.No. 5-16/3-1, N.S.C Theatre back side, Opp. T.C.I, Vizianagaram-535001	08922-224165 9849908741
3	APSSDC Ltd., Paidiparru, Tanuku-534 211, West Godavari Dist.	08819-224024 9849908743
4	APSSDC Ltd., Gannavaram, Vijayawada Krishna Dist.	9849908745
5	APSSDC Ltd., Suneetha nilayam, Dr.No. 27-7-14, Ground Floor, 4th Lane, Kannavari Thota, Guntur - 522 004.	0863-2233505 9849908746
6	APSSDC Ltd., H.No.8-114/B, Beside Mahalakshmi Cold Storage, Throvagunta, Ongole – 523 262.	08592-231579 9849908747
7	APSSDC Ltd., Dr.No. 25-2-8, State bank colony, (Near)Current Office centre, A.K.Nagar (P.O), Nellore - 524 004.	0861-2328692 9849908748
8	APSSDC Ltd., Panagal Post, Srikalahasti- 517640. Chittoor Dist.	08578-230076 9849908749
9	APSSDC Ltd., 1st floor, YSR,DCMS Complex, Z.P. road, Nagarajpet, Kadapa Dist – 516 001.	08562-250680 9849908750
10	APSSDC Ltd., Prasanaipalle, Near L.R.G school, Ananthapur – 515 001.	08554-286999 9849908751
11	APSSDC Ltd., Plot No. 16-21, Industrial Estate, Kallur, Kurnool - 518003.	08518-229850 9849908752

**THE ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108.**

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**TENDER SCHEDULE FOR SUPPLY OF “HDPE BAGS 70 KG CAPACITY for packing of  
30kg. GROUNDNUT (seed)”**

Name of the Firm buying  
the Tender Documents :

Sl. No.	Date of issue	Name of the Item	DD No./ Date	Amount Rs. ps.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

From

To

The Vice Chairman & Managing Director,  
APSSDC Ltd.,  
D.No. 4-150, Prasadampadu,  
Ramvarappadu Post,  
Vijayawada – 521108.

Ref: Your Tender Notice No:SSDC/Prodn/Pur./2017-18  
dt.05.10.2017.

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1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexure-A&B' and agreed to abide by the same.

**2. The procedure of tender opening:**

The tenderer should submit two bids in separate sealed covers.

- Technical bid along with samples which will be opened at the time of opening of tenders.
- After Qualifying the Technical bid the financial bid will be opened by the Purchase Sub-committee.

**SIGNATURE & STAMP**

**SPECIFICATIONS FOR HDPE BAGS – 70 KG. CAPACITY**  
**For packing of Groundnut seed**

Approximate quantity required : 5,50,000 nos.

Specified requirements for the materials, dimensions, printing and performance of Open Mouth Sacks manufactured from plain weave fabrics produced from HDPE tape.

- 1) Dimensions :  
SIZE OF THE BAG : 106.68 cm X 71.12 cm  
Inside length (mm) : 1066.8 + 30/-0 mm  
Outside width (mm) : 711.2 + 30/-0 mm  
Weight of the Bag : 116 grams ± 6%
- 2) Fabric: The fabric shall be pure white in colour and woven in plain tubular weave from monoaxially oriented HDPE tapes, in the packing of interlacing of the warp (the tapes running in machine on longitudinal direction) of the woven material and the weft (the tapes in the transverse direction). Fabric shall be free from all major weaving defects like gaps, pick points, missing tapes etc. Construction of the fabric described as ends and picks in tapes per 100 mm should be 40 X 40 (10 X 10 per inch).
- 3) Denier of the tape : 825
- 4) Tape Width : 2.54 mm
- 5) Lamination : Unlaminated
- 6) Bottom Fold : Bottom fold should be 25 mm and sewn with 2 rows of chain stitches through double fold
- 7) Hemming : Mouth should be hemmed with half inch fold.
- 8) Breaking strength (5X20 cms) Revelled Strip Method (KGF) :
  - 1) Warp-way : 55.0
  - 2) Weft-way : 65.0
  - 3) Bottom seam : 25.0
- 9) Stitching Thread : Thread used should be white in colour. Number of stitches for 100 mm 14 ± 2
- 10) Printing: The bags shall be printed as per the design and colour approved by APSSDC with scratch proof ink (polyamide base) as per the matter like help-line information etc., will be provided by the Corporation. The cost of screen printing will be met by the supplier.
- 11) Packing: Weight of the each bale should be (excluding wrapper) 58 kgs. All trusses should be properly/stitched to withstand the handling during transit and storage. Four corners of each truss should be provided with deg ears for easy handling.

**SIGNATURE & STAMP**

## **TERMS & CONDITIONS**

1. Rate:- Rate should be quoted per bag inclusive of all taxes and F.O.R. destination including loading and unloading charges. The material should be delivered at the places indicated by the Corporation in the State of Andhra Pradesh by lorry transport (full truck load). The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, duties, octroi, insurance and transportation charges, during the contract period.
2. **EARNEST MONEY DEPOSIT:** The bidder has to deposit an amount of **Rs.4,00,000.00** in the form of Demand Draft drawn in favour of APSSDC Ltd., payable at Vijayawada at the time of purchase of Tender Document.
3. **SECURITY DEPOSIT:** The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period within three months on request of the firm, if there is no complaint regarding quality.
4. **DELIVERY PERIOD:** The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in Andhra Pradesh or changes made from time to time.
5. **DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:**
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defense to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
  - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.

iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.

iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

6. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation the Committee will draw the sample from the supplied quantity any-where in APSSDC Unit at random and they will sign on the sample bags and send the same for testing to the Government authorized laboratory. After obtaining the results, if the bags are not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the VC&MD of the Corporation is final and both the parties shall be bound by the same.

7. CURRENCY OF THE AGREEMENT:

This agreement will be in force for a period of One year from the date of the agreement. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement. This period may be extended as per clause 16 of this terms & conditions.

8 DOCUMENTS FORMING PART OF THE AGREEMENT:

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Agreement and the parties here to agree to abide by the said terms and conditions.

9. EXPIRY OF THE AGREEMENT:

The agreement shall be deemed to be concluded only when the entire supplies are completed as per Purchase Order, Delivery Schedule and payment.

10. TERMS OF PAYMENT:

The Corporation shall make 100% payment of each consignment within 15 days (fifteen days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, certificate of Inspecting Agency at the Corporation's Regd.Office provided the quality and other specifications of the goods are in accordance with the terms of the agreement payment of all the bills shall be made direct in the form of RTGS at Suppliers place.

11. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT:

In case of any difference or dispute arising out of terms and conditions of agreement, the matter shall be decided by the VC&MD, APSSDC Ltd., Vijayawada whose decision shall be final and binding on both the parties.

12. COURTS OF JURISDICTION:

The parties hereto expressly agree that only the Courts at Vijayawada shall have jurisdiction in respect of any matter arising out of this Agreement.

13. Samples:

- a) Four samples of their own makings weight of each bag (in grms.) duly noted, shall be accompanied along with tender, failing which the tender is liable to be rejected summarily and the tender samples are required for examination of the workmanship, pattern, feel and finish only. The supplies shall fully conform to Agreement specifications.
- b) Successful tenderer has to furnish 4 more samples that would be required by the Corporation duly screen printed as per the matter to be provided by the Corporation within seven days from the date of accepting of the tender for approval.
- c) The supply of master sample at the time of dispatch of the consignment at the rate of one sample to each consignee duly stamped by representative of Authorized Agency appointed by the APSSDC at the time of pre-dispatch inspection to facilitate comparisons of the supplies received with the master sample one sample for each lot inspected and accepted shall also be sent to V.C & M.D., APSSDC and also to District Managers (Seeds) of the APSSDC Units concerned duly stamped and signed by the Authorized agency representative along with one copy of the inspection report.
- d) The consignees shall send three samples representative of each consignment received by them to V.C & M.D., APSSDC Ltd., for such independent examination and testing as deemed necessary at the discretion of APSSDC.

14. Pre-dispatch Inspection: The bags will be subjected to pre-dispatch inspection by the representative of Authorized Agency appointed by the APSSDC, will be conducted at manufacturer's mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.
15. The supplier should be bound to execute any excess quantities to a maximum of 30% of the total value of works during the currency of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease upto 30% of the quantities notified in the Agreement depending upon the actual requirement within one month notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, octorai insurance, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.
16. The validity of the Tender may be extended on mutual consent for a period of one year from the date of expiry of the agreement and it shall be open to the Corporation to place the Orders with the suppliers on the rates, terms and conditions for any additional quantities likely to be required during this period. The supply order may be placed only once which is economical for the Corporation on the terms & conditions of tender including Annexure A & B.
17. *The tenderer should submit the profile of the Company in the prescribed proforma enclosed invariably.*
18. Places of Delivery:- Door delivery at ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Units- List enclosed.

**SIGNATURE & STAMP**



**FINANCIAL BID**

**INFORMATION TO BE SUBMITTED BY THE TENDERER AFTER DULY ACCEPTING**

**THE ABOVE TERMS AND CONDITIONS OF TENDER**

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material of HDPE bags 70kg capacity in accordance with requisite specifications.
- a. We hereby offer to supply the following articles mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
  - b. We shall be bound by dispatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
  - c. We agree to hold this offer open for a period of Two (2) months from the date of placing of initial order.
- II. We have carefully considered all terms and conditions in Annexure A&B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quoted the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax, if any included in the price are shown separately.

Name of the item	No. of Bags required approximately	Supply Schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes F.O.R. destination and other Taxes applicable
HDPE Bags 70kg capacity	5,50,000 Nos.	All Units in A.P.	

- a) We are aware that the time is the essence of the Contract.
- b) Our performance report covering last three years is enclosed.
- c) The specifications of the samples are also furnished in a separate sheet.
- d) We hereby certify that we are not black listed and no arbitration cases are lying pending with this office as on date.

**SIGNATURE & STAMP**

(i) Enclosures

(ii) Samples.

DETAILS OF THE TENDERER

(to be filled-up duly signed)

Sales Tax Account No. :

G.S.T. No:

S.S.I. Reg.No. :

Valid upto :

Partnership :

Profit and Loss A/c. & Balance  
Sheet of latest financial year in  
case of Companies or Income  
Expenditure A/c. of firms/others  
as the case may be.

Sole Proprietor :

Co-operative Institution :

Govt. Under taking/Public Sector Undertaking:

Income Tax Account No.(PAN) and :

copy of allotment letter

**SIGNATURE & STAMP**

**PROFILE OF THE BIDDERS**

STATEMENT SHOWING THE PROFILE OF M/S. \_\_\_\_\_

FOR SUPPLY OF 'HDPE BAGS 70 KG. CAPACITY For packing of 30kg GROUNDNUT seed'

Sl. No.	Name & Address of the Tenderer	Name of the product manufactured	No. of manufacturing machinery like no. of looms	No. of Printing, stitching and other required machinery	Plant production capacity per day	Name of the previous clients with address and telephone numbers
1	2	3	4	5	6	7

Products supplied			Schedule of supply	I.T. PAN No.	S.T. Regn. No.	Other details
Purchase Order No. & Date	Quantity	Value				
8	9	10	11	12	13	14

**SIGNATURE & STAMP**

**TERMS AND CONDITIONS**

**A N N E X U R E – A**

- 1.1 The Tenderer should quote the rate of the material inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
- 1.2 Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
- 1.3 Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 1.4 Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Vijayawada payable in favour of A.P. State Seeds Development Corporation Limited, D.No. 4-150, Prasadampadu, Ramvarappadu Post, Vijayawada.
- 1.5 All offers without earnest money will be rejected.
- 1.6 Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.
- 1.7 The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.8 Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
- 1.9 Only one kind of sample with rate will be entertained under each item.
- 1.10 Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

**VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

**ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

**SECURITY DEPOSIT:**

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the Tender Notice for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security Deposit which is required under the terms and conditions of this tender.

## **OTHER CONTRACTUAL OBLIGATIONS:**

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Andhra Pradesh State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent But, the tenderer may without the consent of the Andhra Pradesh State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

## **SUPPLIES AS PER SPECIFICATIONS :**

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.  
  
(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

## **CONSEQUENT OF NON-SUPPLY & DAMAGES:**

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

#### **PAYMENTS :**

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his theorized agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 15 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Vijayawada.

## **FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :**

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

## **SETTLEMENT OF DISPUTES:**

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
- 10.2 The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Vijayawada and the courts at Vijayawada alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.



## **A N N E X U R E - B**

### ***SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:***

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
05. (i) Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
06. If any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.  
“Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration no. Tender should invariably indicate their GST Reg.No.
07. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
08. The Tender must be accompanied with four samples per each item.
09. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Jute Tarpaulin Bags and D.W.Flour Bags, the Corporation have right to insist Bank Guarantee.

**ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD.,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108  
APSSDC LIMITED., UNIT ADDRESSES**

Sl. No.	Addresses	Tel.No./ Cell No.
1	APSSDC Ltd., Plot No. 24, Aditya Nagar Colony, Khazipet, Srikakulam-532001.	08942-223012 9849908740
2	APSSDC Ltd., Dr.No. 5-16/3-1, N.S.C Theatre back side, Opp. T.C.I, Vizianagaram-535001	08922-224165 9849908741
3	APSSDC Ltd., Paidiparru, Tanuku-534 211, West Godavari Dist.	08819-224024 9849908743
4	APSSDC Ltd., Gannavaram, Vijayawada Krishna Dist.	9849908745
5	APSSDC Ltd., Suneetha nilayam, Dr.No. 27-7-14, Ground Floor, 4th Lane, Kannavari Thota, Guntur - 522 004.	0863-2233505 9849908746
6	APSSDC Ltd., H.No.8-114/B, Beside Mahalakshmi Cold Storage, Throvagunta, Ongole – 523 262.	08592-231579 9849908747
7	APSSDC Ltd., Dr.No. 25-2-8, State bank colony, (Near)Current Office centre, A.K.Nagar (P.O), Nellore - 524 004.	0861-2328692 9849908748
8	APSSDC Ltd., Panagal Post, Srikalahasti- 517640. Chittoor Dist.	08578-230076 9849908749
9	APSSDC Ltd., 1st floor, YSR,DCMS Complex, Z.P. road, Nagarajpet, Kadapa Dist – 516 001.	08562-250680 9849908750
10	APSSDC Ltd., Prasanaipalle, Near L.R.G school, Ananthapur – 515 001.	08554-286999 9849908751
11	APSSDC Ltd., Plot No. 16-21, Industrial Estate, Kallur, Kurnool - 518003.	08518-229850 9849908752

**TECHNICAL BID**

**THE ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108.**

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**TENDER SCHEDULE FOR SUPPLY OF  
“HDPE BAGS 25 KG. CAPACITY For Packing of Bengalgram seed”**

Name of the Firm buying  
the Tender Documents:

Sl. No.	Date of issue	Name of the Item	DD No./ Date	Amount Rs. ps.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

From

To  
The Vice Chairman & Managing Director,  
APSSDC Ltd.,  
D.No. 4-150, Prasadampadu,  
Ramvarappadu Post,  
Vijayawada – 521108.

Ref: Your Tender Notice No:SSDC/Prod n/Pur./2017-18

dt.05.10.2017.

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1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexures-A&B' and agreed to abide by the same.

**2. The procedure of tender opening:**

The tenderer should submit two bids in separate sealed covers.

- Technical bid along with samples which will be opened at the time of opening of tenders.
- Financial bid which will be opened as per the merits, by the Purchase Sub-committee.

**SIGNATURE & STAMP**

**SPECIFICATIONS OF "HDPE BAGS 25 KG CAPACITY"**  
**(FOR PACKING OF BENGALGRAM SEED)**

<b>No. of Bags required</b>	:	<b>9,00,000 Nos.</b>
<b>1. Dimensions</b>	:	
Size of the bag	:	750.00 cm x 49.02 cm
Inside length (mm)	:	750 + 30/-0 MM
Outside width (mm)	:	490 + 30/-0 MM
Weight of the Bag	:	70 grams $\pm$ 6%
<b>2. Fabric</b>	:	The fabric shall be pure white in colour and woven in plain tubular weave from monoaxially oriented HDPE tapes, in the packing of interlacing of the warp (the tapes running in machine on longitudinal direction) of the woven material and the weft (the tapes in the transverse direction). Fabric shall be free from all major weaving defects like gaps, pick points, missing tapes etc. Construction of the fabric described as ends and picks in tapes per 100 mm should be 40 X 40 (10 X 10 per inch).
<b>3. Denier of the tape</b>	:	900
<b>4. Tape Width</b>	:	2.54 mm
<b>5. Lamination</b>	:	Un-laminated
<b>6. Bottom Fold</b>	:	Bottom fold should be 25 mm and sewn with 2 rows of chain stitches through double fold
<b>7. Hemming</b>	:	Mouth should be hemmed with half inch fold
<b>8. Breaking strength (5x20 cms) Revelled strip method (KGF):</b>		
• Wrap-way	:	60.0
• Weft-way	:	70.0
• Bottom seam	:	28.0
<b>9. Stitching Thread</b>	:	Thread used should be white in colour. Number of stitches for 100 mm $14 \pm 2$
<b>10. Printing</b>	:	The bags shall be printed as per the design and colour approved by APSSDC with scratch proof ink (Polymide base) as per the matter like help-line information etc., will be provided by the Corporation. The cost of screen printing will be met by the supplier.
<b>11. Packing</b>	:	Weight of the each bale should be (Excluding wrapper) $40 \pm 6\%$ kgs. All trusses should be properly/ stitched to withstand the handling during transit and storage. Four corners of each trusses should be provided with deg ears for easy handling.

**SIGNATURE & STAMP**

## **TERMS & CONDITIONS**

1. Rate:- Rate should be quoted per bag inclusive of all taxes and F.O.R. destination including loading and unloading charges. The material should be delivered at the places indicated by the Corporation in the State of Andhra Pradesh by lorry transport (full truck load). The supplier shall not claim any excess rate in their bills in any event including imposition or increase of taxes, duties, octroi, insurance and transportation charges, during the contract period.
2. **EARNEST MONEY DEPOSIT:** The bidder has to deposit an amount of **Rs.4,00,000.00** in the form of Demand Draft drawn in favour of APSSDC Ltd., payable at Vijayawada at the time of purchase of Tender Document.
3. **SECURITY DEPOSIT:** The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and agreement period within three months on request of the firm, if there is no complaint regarding quality.
4. **DELIVERY PERIOD:** The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in Andhra Pradesh or changes made from time to time.
5. **DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:**
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defense to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.
  - ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.

iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.

iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

6. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies after duly conducting joint inspection by the Committee constituted by the Corporation the Committee will draw the sample from the supplied quantity any-where in APSSDC Unit at random and they will sign on the sample bags and send the same for testing to the Government authorized laboratory. After obtaining the results, if the bags are not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the VC&MD of the Corporation is final and both the parties shall be bound by the same.

7. CURRENCY OF THE AGREEMENT:

This agreement will be in force for a period of One year from the date of the agreement. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement. This period may be extended as per clause 16 of this terms & conditions.

8. DOCUMENTS FORMING PART OF THE AGREEMENT:

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Agreement and the parties here to agree to abide by the said terms and conditions.

9. EXPIRY OF THE AGREEMENT:

The agreement shall be deemed to be concluded only when the entire supplies are completed as per Purchase Order, Delivery Schedule and payment.

10. TERMS OF PAYMENT:

The Corporation shall make 100% payment of each consignment within 15 days (fifteen days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, certificate of Inspecting Agency at the Corporation's Regd.Office provided the quality and other specifications of the goods are in accordance with the terms of the agreement payment of all the bills shall be made direct in the form of RTGS at Suppliers place.

11. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT:

In case of any difference or dispute arising out of terms and conditions of agreement, the matter shall be decided by the VC&MD, APSSDC Ltd., Vijayawada whose decision shall be final and binding on both the parties.

12. COURTS OF JURISDICTION:

The parties hereto expressly agree that only the Courts at Vijayawada shall have jurisdiction in respect of any matter arising out of this Agreement.

13. Samples:

- a) Four samples of their own makings weight of each bag (in grms.) duly noted, shall be accompanied along with tender, failing which the tender is liable to be rejected summarily and the tender samples are required for examination of the workmanship, pattern, feel and finish only. The supplies shall fully conform to Agreement specifications.
- b) Successful tenderer has to furnish 4 more samples that would be required by the Corporation duly screen printed as per the matter to be provided by the Corporation within seven days from the date of accepting of the tender for approval.
- c) The supply of master sample at the time of dispatch of the consignment at the rate of one sample to each consignee duly stamped by representative of Authorized Agency appointed by the APSSDC at the time of pre-dispatch inspection to facilitate comparisons of the supplies received with the master sample one sample for each lot inspected and accepted shall also be sent to V.C & M.D., APSSDC and also to District Managers (Seeds) of the APSSDC Units concerned duly stamped and signed by the Authorized agency representative along with one copy of the inspection report.
- d) The consignees shall send three samples representative of each consignment received by them to V.C & M.D., APSSDC Ltd., for such independent examination and testing as deemed necessary at the discretion of APSSDC.

14. Pre-dispatch Inspection: The bags will be subjected to pre-dispatch inspection by the representative of Authorized Agency appointed by the APSSDC, will be conducted at manufacturer's mills only. All inspections and testing facilities as per the relevant specifications shall be made available by the manufacturer.
16. The supplier should be bound to execute any excess quantities to a maximum of 30% of the total value of works during the currency of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease upto 30% of the quantities notified in the Agreement depending upon the actual requirement within one month notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, octorai insurance, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.
16. The validity of the Tender may be extended on mutual consent for a period of one year from the date of expiry of the agreement and it shall be open to the Corporation to place the Orders with the suppliers on the rates, terms and conditions for any additional quantities likely to be required during this period. The supply order may be placed only once which is economical for the Corporation on the terms & conditions of tender including Annexure A & B.
17. *The tenderer should submit the profile of the Company in the prescribed proforma enclosed invariably.*
18. Places of Delivery:- Door delivery at ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Units- List enclosed.

**SIGNATURE & STAMP**



**FINANCIAL BID**

**INFORMATION TO BE SUBMITTED BY THE TENDERER AFTER DULY ACCEPTING**

**THE ABOVE TERMS AND CONDITIONS OF TENDER**

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material of HDPE bags 25kg capacity in accordance with requisite specifications.
- a. We hereby offer to supply the following articles mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
  - b. We shall be bound by dispatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
  - c. We agree to hold this offer open for a period of Two (2) months from the date of placing of initial order.
- II. We have carefully considered all terms and conditions in Annexure A&B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quoted the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax, if any included in the price are shown separately.

Name of the item	No. of Bags required approximately	Supply Schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes F.O.R. destination and other Taxes applicable
HDPE Bags 25kg capacity	9,00,000 Nos.	All Units in A.P.	

- a) We are aware that the time is the essence of the Contract.
- b) Our performance report covering last three years is enclosed.
- c) The specifications of the samples are also furnished in a separate sheet.
- d) We hereby certify that we are not black listed and no arbitration cases are lying pending with this office as on date.

**SIGNATURE & STAMP**

(i) Enclosures

(ii) Samples.

DETAILS OF THE TENDERER

(to be filled-up duly signed)

Sales Tax Account No.	:	G.S.T. No:
S.S.I. Reg.No.	:	Valid upto :
Partnership	:	Profit and Loss A/c. & Balance Sheet of latest financial year in case of Companies or Income Expenditure A/c. of firms/others as the case may be.
Sole Proprietor	:	
Co-operative Institution	:	
Govt. Under taking/Public Sector Undertaking:		
Income Tax Account No.(PAN) and	:	
copy of allotment letter		

**SIGNATURE & STAMP**

**PROFILE OF THE BIDDERS**

STATEMENT SHOWING THE PROFILE OF M/S. \_\_\_\_\_

FOR SUPPLY OF 'HDPE BAGS 25 KG. CAPACITY For packing of Bengalgram seed'

Sl. No.	Name & Address of the Tenderer	Name of the product manufactured	No. of manufacturing machinery like no. of looms	No. of Printing, stitching and other required machinery	Plant production capacity per day	Name of the previous clients with address and telephone numbers
1	2	3	4	5	6	7

Products supplied			Schedule of supply	I.T. PAN No.	S.T. Regn. No.	Other details
Purchase Order No. & Date	Quantity	Value				
8	9	10	11	12	13	14

**SIGNATURE & STAMP**

**TERMS AND CONDITIONS**

**A N N E X U R E – A**

- 1.1 The Tenderer should quote the rate of the material inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
- 1.2 Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
- 1.3 Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 1.4 Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Vijayawada payable in favour of A.P. State Seeds Development Corporation Limited, D.No. 4-150, Prasadampadu, Ramvarappadu Post, Vijayawada.
- 1.5 All offers without earnest money will be rejected.
- 1.6 Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.) will not be accepted.
- 1.7 The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.8 Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
- 1.9 Only one kind of sample with rate will be entertained under each item.
- 1.10 Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

**VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

**ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

**SECURITY DEPOSIT:**

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the Tender Notice for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security Deposit which is required under the terms and conditions of this tender.

## **OTHER CONTRACTUAL OBLIGATIONS:**

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Andhra Pradesh State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent But, the tenderer may without the consent of the Andhra Pradesh State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

## **SUPPLIES AS PER SPECIFICATIONS :**

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.  
  
(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

## **CONSEQUENT OF NON-SUPPLY & DAMAGES:**

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

#### **PAYMENTS :**

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his theorized agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 15 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Vijayawada.

## **FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :**

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

## **SETTLEMENT OF DISPUTES:**

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
- 10.2 The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Vijayawada and the courts at Vijayawada alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.



## **A N N E X U R E – B**

### ***SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:***

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
05. (i) Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
06. If any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.  
“Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration no. Tender should invariably indicate their GST Reg.No.
07. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
08. The Tender must be accompanied with four samples per each item.
09. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Jute Tarpaulin Bags and D.W.Flour Bags, the Corporation have right to insist Bank Guarantee.

**ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD.,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108  
APSSDC LIMITED., UNIT ADDRESSES**

Sl. No.	Addresses	Tel.No./ Cell No.
1	APSSDC Ltd., Plot No. 24, Aditya Nagar Colony, Khazipet, Srikakulam-532001.	08942-223012 9849908740
2	APSSDC Ltd., Dr.No. 5-16/3-1, N.S.C Theatre back side, Opp. T.C.I, Vizianagaram-535001	08922-224165 9849908741
3	APSSDC Ltd., Paidiparru, Tanuku-534 211, West Godavari Dist.	08819-224024 9849908743
4	APSSDC Ltd., Gannavaram, Vijayawada Krishna Dist.	9849908745
5	APSSDC Ltd., Suneetha nilayam, Dr.No. 27-7-14, Ground Floor, 4th Lane, Kannavari Thota, Guntur - 522 004.	0863-2233505 9849908746
6	APSSDC Ltd., H.No.8-114/B, Beside Mahalakshmi Cold Storage, Throvagunta, Ongole – 523 262.	08592-231579 9849908747
7	APSSDC Ltd., Dr.No. 25-2-8, State bank colony, (Near)Current Office centre, A.K.Nagar (P.O), Nellore - 524 004.	0861-2328692 9849908748
8	APSSDC Ltd., Panagal Post, Srikalahasti- 517640. Chittoor Dist.	08578-230076 9849908749
9	APSSDC Ltd., 1st floor, YSR,DCMS Complex, Z.P. road, Nagarajpet, Kadapa Dist – 516 001.	08562-250680 9849908750
10	APSSDC Ltd., Prasanaipalle, Near L.R.G school, Ananthapur – 515 001.	08554-286999 9849908751
11	APSSDC Ltd., Plot No. 16-21, Industrial Estate, Kallur, Kurnool - 518003.	08518-229850 9849908752

**THE ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108.**

\* \* \*

**TENDER SCHEDULE FOR SUPPLY OF “CLOTH LINED LABELS”**

Name of the Firm buying  
the Tender Documents:

Sl. No.	Date of issue	Name of the Item	DD No./ Date	Amount	
				Rs.	ps.

Last date for selling Tenders	26.10.2017 up to 1.00 PM
Last date for receipt of tenders for technical bid & financial bid	26.10.2017 up to 3.00 PM
Date for opening of Technical bid	26.10.2017 at 4.00 PM
Date for opening of Financial bid	27.10.2017 at 11.30 AM

From

To

The Vice Chairman & Managing Director,  
APSSDC Ltd.,  
D.No. 4-150, Prasadampadu,  
Ramvarappadu Post,  
Vijayawada – 521108.

Ref: Your Tender Notice No:APSSDC/Prodn/Pur./2017-18  
dt.05.10.2017.

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1. We have read and understood the terms and conditions, special instructions of guidance forming part of and mentioned in your tender schedule and its 'Annexures-A&B' and agreed to abide by the same.

2. The procedure of tender opening:

The tenderer should submit two bids in separate sealed covers.

- a. Technical bid along with samples which will be opened at the time of opening of tenders.
- b. After Qualifying the Technical bid the Financial bid will be opened by the Purchase Sub-committee.

**SIGNATURE & STAMP**

SPECIFICATIONS FOR “CLOTH LINED LABELS”

- I. 15 cm. X 10 cm. Made of starch free white closely netted woven Gauze cloth (as per the sample) sandwiched between two layers to be printed on Siripur 90 GSM light green paper.
- II. Printing: Printing should be done on two sides i.e., front side tri colour and back side single colour as per matter provided by the Corporation with Serial numbering; border and emblem should be of IS 275 opal green.
- III. Approximate quantity: 17,09,600.

The Corporation reserves absolute right to increase or decrease the quantities notified depending on the actual requirement.

**SIGNATURE & STAMP**

TERMS & CONDITIONS

1. Rate: Rate should be quoted per 1,000 labels inclusive of all taxes and FOR destination by Road Transport, including loading and un-lading Charges Negotiations will be held with the Lowest Tenderers.
2. EARNEST MONEY DEPOSIT: The bidder has to deposit an amount of **Rs.62,000.00** in the form of Demand Draft drawn in favour of APSSDC Ltd., payable at Vijayawada at the time of purchase of Tender Document.
3. SECURITY DEPOSIT: The successful tenderer has to deposit 10% of the quoted value of the total quantity as Security Deposit (inclusive of E.M.D., convertible to Security Deposit) within seven days from the date of accepting of the tender and also enter into Agreement for supply of the material as per supply schedule. If the order is split into one or more, Security Deposit will be reduced proportionately. The EMD and Security Deposit shall not carry any interest. The same will be refunded after completion of the supplies and expire of the agreement period within three months on request of the firm, if there is no complaint regarding quality.
4. Validity: The tenderer should keep their rate valid at least for 30 days from the date of opening of tender.
5. Period of delivery: 100% of the supplies should be made as per supply schedule or as indicated in the purchase order.
6. Packing: Should be 500 nos. of labels in one bundle packed in Gunny bags duly stitched on four sides.
7. Samples: Ten samples should be sent along with the Tender with specification sheet.
8. Agreement: The successful tenderer should execute an agreement in the proforma prescribed by the Corporation on a Non-judicial stamp paper of Rs.100/-.
9. DELIVERY PERIOD:- The supplier should supply the ordered quantity as per the Supply Schedule which commences within 15 days from the date of receipt of the Purchase Order. The tenderer should supply the entire ordered quantity as per the supply schedule and destinations indicated in the Purchase Order all over in A.P or changes made from time to time.
10. Places of Delivery:- Door delivery at ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Units- List enclosed.
11. DEFAULT TO COMPLY WITH THE DELIVERY SCHEDULE:
  - i) All risks of loss, damage or depreciation of goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be wholly held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

ii) In case the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to their legal remedies to cancel the contract or any portion thereof and hold the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract and forfeiture of the Security Deposit.

iii) In case the goods supplied are not according to specifications and the Corporation decides to retain a portion of the supplies, the supplier may be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the quality of the material supplied and not at the rates mentioned in this agreement, at the sole discretion of the Corporation.

iv) The time allowed for the delivery of goods shall be deemed to be the essence of the contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages at a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the total value of undelivered material. The Corporation also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of the Bills, if any pending or will be recovered separately. The Corporation shall not accept any reasons for delay in supply of the material, which are not connected with the Corporation.

12. DEFAULT TO SUPPLY AS PER SPECIFICATIONS:

In case the goods supplied are not according to Agreement specifications, the Corporation will decide to retain a portion of the supplies and send the same for testing to the Government authorized laboratory. After obtaining the results, if the Labels are not meeting the agreement specifications, the Corporation is having full right to fix the rate as per the pro-rata basis and not as per agreement rate. The decision of the VC & MD of the Corporation is final and both the parties shall be bound by the same.

13. CURRENCY OF THE AGREEMENT:

This agreement will be in force for a period of One year from the date of the agreement. The liability and obligations of the supplier under this Agreement will continue to be in force notwithstanding the conclusion or termination of the agreement in accordance with the terms and conditions thereon until they are duly discharged to the satisfaction of the Corporation or fulfillment in accordance with the terms and conditions of the agreement. This period may be extended as per clause '20' of this terms & conditions.

14. DOCUMENTS FORMING PART OF THE AGREEMENT:

The terms and conditions, Annexure-A of other general terms and conditions for all the Items, Annexure-B for special instructions for the guidance, minutes of the Purchase Sub-Committee Meeting between the Corporation and the supplier and Purchase Order to be issued shall form part of the Agreement and the parties hereto agree to abide by the said terms and conditions.

15. EXPIRY OF THE AGREEMENT:

This agreement shall be deemed to be concluded only when the entire supplies are completed as per Purchase Order, Delivery Schedule and payment.

16. TERMS OF PAYMENT:

The Corporation shall make 100% payment of each consignment within 15 days (fifteen days) from the date of receipt of bills accompanied by consignee's copies of G.R.notes, payment of all the bills shall be made by RTGS to the suppliers place.

17. SETTLEMENT OF DISPUTES ARISING OUT OF AGREEMENT:

In case of any difference or dispute arising out of terms and conditions of agreement, the matter shall be decided by the Managing Director, APSSDC Ltd., Vijayawada whose decision shall be final and binding on both the parties.

18. COURTS OF JURISDICTION:

The parties hereto expressly agree that only the Courts at Vijayawada shall have jurisdiction in respect of any matter arising out of this Agreement.

19. The supplier should be bound to execute any excess quantities to a maximum of 30% of the total value of works during the currency of Agreement at the offered rate and as per the terms and conditions of the tender. The Corporation reserves absolute right to decrease upto 30% of the quantities notified in the Agreement depending upon the actual requirement within one month notice to the supplier. The supplier shall not claim excess rate in their bills in any event including imposition or increase of Taxes duties, octroi insurance, Transportation charges and raw material cost etc., during the contract period. The work should be carried out as per specifications.

20. The validity of the Tender may be extended on mutual consent for a period of one year from the date of expiry of the agreement and it shall be open to the Corporation to place the Orders with the suppliers on the rates, terms and conditions for any additional quantities likely to be required during this period. The supply order may be placed only once which is economical for the Corporation on the terms & conditions of tender including Annexure A & B.

21. *The tenderer should submit the profile of the Company in the prescribed proforma enclosed invariably.*

SIGNATURE & STAMP

**INFORMATION TO BE SUBMITTED BY THE TENDERER AFTER DULY ACCEPTING  
THE ABOVE TERMS AND CONDITIONS OF TENDER**

- I. We have also examined the requisite specifications of the material to be supplied and our offer is to supply the required material of Cloth Lined Labels in accordance with requisite specifications.
- a) We hereby offer to supply the following articles mentioned in the schedule for such portion as you may specify while accepting tender at the prices given below.
- a) We shall be bound by despatch of communication of acceptance within a period of 30 days from the date of opening of the Tenders.
- b) We agree to hold this offer open for a period of Two (2) months from the date of placing of initial order.
- II. We have carefully considered all terms and conditions in Annexure A&B and particulars regarding settlement of disputes and we have signed the same in token of consciously accepting the same and do hereby state that we accept them without any reservations and accordingly quoted the rates inclusive of all taxes, duties, transportation, Octroi, insurance etc., sales tax, if any included in the price are shown separately.

Name of the item	No. of Labels required approximately	Supply Schedule (Arrivals to the Units of the Corporation)	Unit Price inclusive of all taxes and F.O.R. destination
<i>CLOTH LINED LABELS</i>	17,09,600 Nos.	All Units in A.P	

- a) We are aware that the time is the essence of the Contract.
- b) Our performance report covering last three years is enclosed.
- c) The specifications of the samples are also furnished in a separate sheet.
- d) We are hereby certify that we are not black listed and no arbitration cases are lying pending with this office as on date.

**SIGNATURE & STAMP**



(i) Enclosures

(ii) Samples.

DETAILS OF THE TENDERER

(to be filled-up duly signed)

Sales Tax Account No. : G.S.T. No:  
S.S.I. Reg.No. : Valid upto :  
Partnership : Profit and Loss A/c. & Balance  
Sheet of latest financial year in  
case of Companies or Income  
Expenditure A/c. of firms/others  
as the case may be.  
Sole Proprietor :  
Co-operative Institution :  
Govt. Under taking/Public Sector Undertaking:  
Income Tax Account No.(PAN) and :  
copy of allotment letter

**SIGNATURE & STAMP**

PROFILE OF THE BIDDERS

STATEMENT SHOWING THE PROFILE OF M/S. \_\_\_\_\_ FOR  
SUPPLY OF "CLOTH LINED LABELS"

Sl. No.	Name & Address of the Tenderer	Name of the product manufactured	No. of manufacturing machinery like no. of looms	No. of Printing, stitching and other required machinery	Plant production capacity per day	Name of the previous clients with address and telephone numbers
1	2	3	4	5	6	7

Products supplied			Schedule of supply	I.T. PAN No.	S.T. Regn. No.	Other details
Purchase Order No. & Date	Quantity	Value				
8	9	10	11	12	13	14

**SIGNATURE & STAMP**

**TERMS AND CONDITIONS**

**A N N E X U R E – A**

- 1.1 The Tenderer should quote the rate of the material inclusive of all taxes, excise duties, Octroi, insurance and FOR destination etc.,
- 1.2 Tenderers must fill in their rates in this tender form and return it duly signed in token of their acceptance of the conditions laid down herein. Tenderer must specify invariably whether he is manufacturer, sale representative of a selling agent.
- 1.3 Tenders should be written legibly in ink or type written. No alterations should be made to any of the terms and conditions of the tender by scoring out, altering or over-writing. Similarly, no alterations are permitted in the rates quoted by them. No alterations will be allowed after the tender is received by this office. Ambiguity must be avoided in filling the tenders. However, any corrections etc., made will have to be duly attested with dated signatures and official seal. The tenders not complying with these conditions will be rejected summarily.
- 1.4 Tenderers are required to deposit the amount specified in the Tender Notice as Earnest Money for each item, separately with the Corporation by an A/c. Payee Draft drawn on any scheduled Banks at Vijayawada payable in favour of A.P. State Seeds Development Corporation Limited, D.No. 4-150, Prasadampadu, Ramvarappadu Post, Vijayawada.
- 1.5 All offers without earnest money will be rejected.
- 1.6 Request for adjustment of pending bills/deposits, if any towards Earnest Money/Security Deposit will not be entertained.
- N.B. Cheques, Government Security (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificates etc.,) will not be accepted.
- 1.7 The Tenders not confirming to the prescribed terms and conditions of the Corporation or conditional tenders or tenders which cannot adhere to the prescribed time schedule are liable for rejection.
- 1.8 Four samples as requested for in invitation to Tender must be sent along with the quotations failing which tenders are liable for rejection summarily.
- 1.9 Only one kind of sample with rate will be entertained under each item.
- 1.10 Any specific condition which may be prescribed for specific tender shall also be treated as part of these tender documents for all purposes.

## **VALIDITY OF RATES:**

- 2.1. The supplier shall keep their rates open for 30 days from the date of opening of the tender for acceptance.
- 2.2. The validity of the Tender will be extended to a period of one year from the date of placing the initial order and it shall be open to the Corporation to place the Orders with the suppliers on the same rates, terms and conditions for any additional quantities to likely to be required during this period.

## **ACCEPTANCE OF TENDERS**

- 3.1. Tenders will be opened on the specified date in the presence of such tenderers as may be present. A decision with regard to acceptance of tender will be taken as soon as possible.
- 3.2. The successful tenderers will be intimated by letter or other means of communication and the tender/s so informed shall be bound from the time of transmission of such acceptance by the Corporation. Formal acceptance of the tenderer in due course is required. It will serve merely as a confirmation of the initial information and shall not effect the time from which the offers/s is/are bound by the contract/s.
- 3.3. The Corporation is not bound to accept the lowest quotations. Any or all the quotations may be rejected without assigning any reasons. It reserves the right of accepting in whole or part of the offer made. The decision of the Corporation in this matter shall be final and binding on the tenderers.
- 3.4. The Corporation may decide to split the order between two or more firms in a manner convenient to it.
- 3.5. Successful tenderer/s shall execute a contract in accordance with these terms and conditions.

## **SECURITY DEPOSIT:**

- 4.1. The successful tenderer/s shall, within 7 days after the Corporation's written notice of acceptance of the tender posted to him/them, deposit the Security Deposit amounts as indicated in the Tender Notice for the fulfillment of the contract. The EMD/Security Deposit shall carry no interest. The Security amount to be deposited is inclusive of the EMD. If the order is split into one or more, Security Deposit will be reduced proportionately.
- 4.2. The Corporation reserves the right to forfeit and confiscate earnest money deposit if the successful tenderer fails to pay the Security Deposit which is required under the terms and conditions of this tender.

## **OTHER CONTRACTUAL OBLIGATIONS:**

- 5.1. The contract shall not be void of being varied except by written consent of both the purchaser and the supplier. Andhra Pradesh State Seeds Development Corporation Ltd., shall not in the absence of the specific written acceptance be bound by any provisions of the supplier's quotations, offers etc., which propose to impose conditions at variance with this contract.
- 5.2. The supplier shall not sublet or delegate this contract or part thereof without the written consent But, the tenderer may without the consent of the Andhra Pradesh State Seeds Development Corporation Ltd., purchase such materials as he does not normally manufacture.
- 5.3. The supplier shall keep confidential all matters concerning this contract and comply with all reasonable security requirements. All drawings, blocks, specifications, manuscripts, samples etc., supplied by the Corporation and all copies thereof shall be returned to the Corporation when their use is terminated. In no event the supplier shall permit publicity concerning this contract without the prior consent of the Corporation.
- 5.4. No undertaking or commitment given by or made by any officer of the Corporation verbally or in writing shall have effect of effecting this contract in any manner unless it is signed by the Officer, who has signed the contract.

## **SUPPLIES AS PER SPECIFICATIONS :**

- 6.1. (a) All supplies shall be to the description and to the specifications laid down and in strict accordance with the approved samples, deviations, if any, should be clearly brought out failing which, it will be normally construed that the stores are to our requirements. Any special features may also be clearly brought out.  
  
(b) The decision of the Corporation, however, shall be final as to the quality of supplies received and binding upon the supplier. In case, the supplier supplied any their articles that what is ordered, such articles supplied, liable to be rejected.
- 6.2. Should the Corporation requires any changes in specifications, the supplier shall use his best, endeavor to comply with Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6.3. If anytime during the term of this contract, the plans of the Corporation shall have the right to terminate or alter this contract by sending seven days notice to the supplier by Registered letter.

## **CONSEQUENT OF NON-SUPPLY & DAMAGES:**

- 7.1. All risks of loss, damage or depreciation to goods shall be upon the supplier until the material is delivered at the addresses specified and in accordance & with the provisions of the contract. Till the material received at the respective destination indicated by the Corporation, the property continues to be at the risk of the supplier. The mere fact that material is delivered to the transporter is no defence to the supplier and the supplier will be squarely held responsible for any delayed receipt of the material by the Corporation or for loss or damage of any kind to the material in transit.

- 7.2. Assuming that the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right., in addition to other legal remedies to cancel the contract or any portion thereof and held the supplier liable for all damages sustained by the Corporation by virtue of the supplier failing to perform the contract and consequent cancellation of the contract.
- 7.3. In the event of supplier failing to complete the supplies in time of according to the approval specifications, the Corporation reserves the right to make such arrangements as it may think fit for completion of the supplies on account of and at the sole risk of the supplier.
- 7.4. In case the goods are not supplied according to specifications and it is decided to retain the portion, the supplier will be entitled to receive the payment only at the rate fixed by the Corporation after taking into consideration the satisfactory quality of the material supplied and not at the rates mentioned in the order.
- 7.5 The time allowed for delivery of goods shall be deemed to be essence of contract. In case the goods are not delivered within the stipulated period, the Corporation reserves the right to recover the liquidated damages of a sum equal to 2% of the contract price of the undelivered material per week subject to a maximum of 10% of the value of undelivered material. The Corporation also reserves the right to cancel the purchase order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the risk of the supplier. The additional expenses thus incurred together with the consequential losses and also the liquidated damages shall be recovered from the supplier out of his Security deposit/Earnest money and other amount due to him. The balances still, if by him within 7 days of notice by the Corporation.

#### **PAYMENTS :**

- 8.1. All invoices shall be prepared in four copies and shall be signed by the supplier or by his theorized agent. Every invoice shall bear a certificate to the effect that the material covered by the invoice has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that the invoice is correct in every particular and no other invoice has been rendered previously, in respect of the articles charges in the particular invoice. The invoices in triplicate shall be sent with L.R. by Registered Post Ack. Due direct to the consignee with a copy of the same to Head Office of the Corporation.
- 8.2. Unless other-wise specified in the contract 100% payment shall be made within 15 days against submission of the complete documents such as invoices, packing slips, challans, goods received notes of the destinations indicated by the Corporation for supplies made as per accepted sample and specified quality. These documents should be submitted within period of one week of completion of supplies through the Officer-in-charge, ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD., Unit. The payment of the bills shall be made by the Head Office of the Corporation at Vijayawada.

## **FORFEITURE AND REFUND OF THE EARNEST & SECURITY MONEY :**

- 9.1. In case the selected tenderer does not supply the stores at the quoted rates within the period of contract and commits any breach of any or more of these terms and conditions, the earnest money and security money deposited by the tenderer will be forfeited by the Corporation.
- 9.2. Earnest Money of the unsuccessful tenderers shall be refunded within one month from the date of decision regarding the tenders. No interest is payable by the Corporation on such deposits.
- 9.3. The earnest security money deposited by successful tenderer shall be retained by the Corporation till three months after the expiry of the contract period, or the date on which the supply is completed, including the supply which may arise the consequence of repeat orders placed during six months for which the rates quoted are to be remain valid.
- 9.4. On due performance and satisfactory completion of the order in all respects during the contract period the EMD and the Security Deposit will be refunded to the contractor without any interest within a period of 3 months with effect from the date of receipt of a request to this effect from the supplier.

## **SETTLEMENT OF DISPUTES:**

- 10.1. Any difference or dispute arising out of or in connection with this tender or acceptance thereof or the contract that may be entered in consequence thereof shall be decided by arbitration. The Chairman/Vice Chairman & Managing Director of their nominee shall be the sole Arbitrator and the Arbitration decision shall be final and binding on the parties. The nominee may be an Officer of the Corporation. The Tenderer will have no objection to such appointment on any ground what so ever including that such nominee, in his official capacity dealt with this matter at any stage.
- 10.2. The parties hereby agree that in the event of any dispute no cause of action shall arise in their favour to approach any court unless they have resorted to any exhausted the remedy or arbitration as envisaged above.
- 10.3. The parties also do hereby agree that the contract envisaged by these terms and conditions shall be deemed to have been entered at Vijayawada and the courts at Vijayawada alone will have jurisdiction to try and legal proceedings which may arise out of this contract. Neither party shall file any proceedings in any other court.

## **A N N E X U R E – B**

### ***SPECIAL INSTRUCTIONS FOR THE GUIDANCE OF THE TENDERERS:***

01. The tender must be signed by a person competent to sign such document and should be duly witnessed.
02. The tenderers or their representatives may attend at the time of opening of the tender, if they so desire.
03. Tenderers must back their offer before submitting it. Request for enhancement of prices will in no circumstances be considered after the finalisation of the tender.
04. The rates quoted in all cases must be firm and inclusive of all taxes and charges for packing, insurance for safe transit and free delivery at destination by Rail/Road and break up for these items should also be indicated.
05. (i) Price quoted should be strictly in accordance with the Units specified otherwise quotations are liable to be passed over.  
(ii) Tenderers should quote firm prices. Offers made subject to price variation are liable to be passed over.
06. If any other form is required, the same should be clearly indicated in the tender, where sales tax is claimed and provided is payable in the supply order, payment of same will not be made unless the following certificate is given with the bill.  
“Certified that the Sales Tax claimed in this bill is legally payable by Buyers and had been paid/will be paid by us to the Sales Tax authorities. Our Sales Tax Registration no. Tender should invariably indicate their GST Reg.No.
07. The time in which the material can be supplied from the date of receipt of order must be clearly indicated.
08. The Tender must be accompanied with four samples per each item.
09. Tenders received after the due time and date will summarily be rejected. Tenders received incomplete and carry corrections, without attestation by dated signatures and official seal and or with modifying conditions of or with social conditions attached to the tender are liable for rejection.
10. Firms may collect their unaccepted samples within 15 days after the tender is decided. Thereafter the firms will have no claim on their samples.
11. The cover containing the tender should be sealed, super-scribed, with details of the item to which it relates to.
12. The DD is to be sent with a covering letter in a separate cover duly super-scribed with details to which it relates to.
13. In respect of supply of Jute Tarpaulin Bags and D.W.Flour Bags, the Corporation have right to insist Bank Guarantee.



**ANDHRA PRADESH STATE SEEDS DEVELOPMENT CORPORATION LTD.,  
D.No. 4-150, PRASADAMPADU, RAMVARAPPADU POST, VIJAYAWADA – 521108  
APSSDC LIMITED., UNIT ADDRESSES**

Sl. No.	Addresses	Tel.No./ Cell No.
1	APSSDC Ltd., Plot No. 24, Aditya Nagar Colony, Khazipet, Srikakulam-532001.	08942-223012 9849908740
2	APSSDC Ltd., Dr.No. 5-16/3-1, N.S.C Theatre back side, Opp. T.C.I, Vizianagaram-535001	08922-224165 9849908741
3	APSSDC Ltd., Paidiparru, Tanuku-534 211, West Godavari Dist.	08819-224024 9849908743
4	APSSDC Ltd., Gannavaram, Vijayawada Krishna Dist.	9849908745
5	APSSDC Ltd., Suneetha nilayam, Dr.No. 27-7-14, Ground Floor, 4th Lane, Kannavari Thota, Guntur - 522 004.	0863-2233505 9849908746
6	APSSDC Ltd., H.No.8-114/B, Beside Mahalakshmi Cold Storage, Throvagunta, Ongole – 523 262.	08592-231579 9849908747
7	APSSDC Ltd., Dr.No. 25-2-8, State bank colony, (Near)Current Office centre, A.K.Nagar (P.O), Nellore - 524 004.	0861-2328692 9849908748
8	APSSDC Ltd., Panagal Post, Srikalahasti- 517640. Chittoor Dist.	08578-230076 9849908749
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