

**TELANGANA STATE CIVIL SUPPLIES CORPORATION LIMITED**  
**(A STATE GOVT. UNDERTAKING)**

Reqd. Office: "B" Block, # 6-3-655/1/A, Civil Supplies Bhavan, Somajiguda, Hyderabad - 500 082,  
Telangana

.....

Lr. No.Mktg/OSB/2023-24/Rabi

Dated: 22.02.2024.

**E-TENDER NOTICE**

PAN India Tenders for supply of 6.63 Crore serviceable old 50kg gunnies to be delivered at various buffer godowns/MLS Points/PPCs of TSCSCL in the Districts of Telangana State for packaging of Paddy during Rabi season of KMS 2023-24 are being called for through Government e-Marketplace Portal of Government of India. Pre-bid Meeting will be held on 28.02.2024 and Tenders will be opened for technical scrutiny on 04.03.2024 after 12.00 noon onwards and details can be viewed and participated through <https://sso.gem.gov.in>. Contact details: 7995050702, 7995050754 & +91 40-33762222, 23

  
Vice Chairman & Managing Director

Copy to PMC(IT) to upload the tender notice in TSCSCL site.



## Rabi 2023-24 Old bags GeM Tenders

dt.22.02.2024

S.No	District	Sectors	Requirement of Old bags for Rabi 2023-24	EMD	GeM bid Number
1	Medchal	Medchal	200000	5,00,000.00	GEM/2024/B/4678977
2	Asifabad	Asifabad	250000	5,00,000.00	GEM/2024/B/4550748
3	Gadwal	Gadwal	300000	5,00,000.00	GEM/2024/B/4677661
4	Rangareddy	Rangareddy	300000	5,00,000.00	GEM/2024/B/4677747
5	Kothagudem	Kothagudem	350000	5,00,000.00	GEM/2024/B/4677831
6	Mulugu	Mulugu	1000000	5,00,000.00	GEM/2024/B/4677914
7	Vikarabad	Vikarabad	1000000	5,00,000.00	GEM/2024/B/4677966
8	Bhupalapally	Bhupalapally	1100000	7,50,000.00	GEM/2024/B/4678034
9	Mahabubabad	Mahabubabad	1100000	7,50,000.00	GEM/2024/B/4678066
10	Mahabubnagar	Mahabubnagar	1100000	7,50,000.00	GEM/2024/B/4678102
11	Narayanpet	Narayanpet	1100000	7,50,000.00	GEM/2024/B/4678131
12	Khammam	Khammam	1200000	7,50,000.00	GEM/2024/B/4678155
13	Siddipet	siddipet_siddipet	1200000	7,50,000.00	GEM/2024/B/4678316
14	Siddipet	siddipet_gajwel	1200000	7,50,000.00	GEM/2024/B/4678369
15	Suryapet	Suryapet_Thangathurthy	1200000	7,50,000.00	GEM/2024/B/4678409
16	Suryapet	Suryapet_Suryapet	1200000	7,50,000.00	GEM/2024/B/4678441
17	Suryapet	Suryapet-Huzurnagar	1200000	7,50,000.00	GEM/2024/B/4678461
18	Wanaparthy	Wanaparthy-Kollapur	1200000	7,50,000.00	GEM/2024/B/4678479
19	Wanaparthy	Wanaparthy-Wanaparthy	1200000	7,50,000.00	GEM/2024/B/4678510
20	Sircilla	Sircilla_Vemulawada	1250000	7,50,000.00	GEM/2024/B/4678550
21	Sircilla	Sircilla_sircilla	1250000	7,50,000.00	GEM/2024/B/4678581
22	Hanmakonda	Hanmakonda	1300000	7,50,000.00	GEM/2024/B/4678611
23	Siddipet	siddipet_Husnabad	1300000	7,50,000.00	GEM/2024/B/4678641
24	Janagoan	Janagoan	1400000	7,50,000.00	GEM/2024/B/4678673
25	Warangal	Warangal	1400000	7,50,000.00	GEM/2024/B/4678686
26	Karimnagar	Karimnagar_Karimnagar	1500000	7,50,000.00	GEM/2024/B/4678719
27	Karimnagar	Karimnagar_Huzrabad	1500000	7,50,000.00	GEM/2024/B/4678773
28	Sangareddy	Sangareddy	1500000	7,50,000.00	GEM/2024/B/4678789
29	Medak	Medak-Medak	1600000	10,00,000.00	GEM/2024/B/4678796
30	Medak	Medak-Toopran	1600000	10,00,000.00	GEM/2024/B/4678803
31	Nagarkurnool	Nagarkurnool	1600000	10,00,000.00	GEM/2024/B/4678816
32	Nirmal	Nirmal	1600000	10,00,000.00	GEM/2024/B/4678827
33	Kamareddy	Kamareddy-Banswad	1700000	10,00,000.00	GEM/2024/B/4678848
34	Kamareddy	Kamareddy-Kamareddy	1700000	10,00,000.00	GEM/2024/B/4678836
35	Peddapalli	Peddapalli_Manthani	1750000	10,00,000.00	GEM/2024/B/4678871
36	Peddapalli	Peddapalli_Pedapalli	1750000	10,00,000.00	GEM/2024/B/4678863
37	Mancherial	Mancherial	1800000	10,00,000.00	GEM/2024/B/4678883
38	Jagitial	Jagitial_Metpalli	2000000	10,00,000.00	GEM/2024/B/4678893
39	Jagitial	Jagitial_Jagitial	2000000	10,00,000.00	GEM/2024/B/4678899
40	Nizamabad	Nizamabad-Armoor	2000000	10,00,000.00	GEM/2024/B/4678914
41	Yadadri	Yadadri_Choutuppall	2000000	10,00,000.00	GEM/2024/B/4678940
42	Yadadri	Yadadri_Bhongiri	2000000	10,00,000.00	GEM/2024/B/4678947
43	Nizamabad	Nizamabad-Makloor	2200000	15,00,000.00	GEM/2024/B/4678923
44	Nizamabad	Nizamabad- Nizamabad	2200000	15,00,000.00	GEM/2024/B/4678931
45	Nalgonda	Nalgonda-Nalgonda	2300000	15,00,000.00	GEM/2024/B/4678957
46	Nalgonda	Nalgonda_Miryalguda	2350000	15,00,000.00	GEM/2024/B/4678964
47	Nalgonda	Nalgonda_Nakrekal	2350000	15,00,000.00	GEM/2024/B/4678969
		<b>Grand Total</b>	<b>6,63,00,000.00</b>		





**Telangana State Civil Supplies Corporation Limited**  
**Regd. Office: 6-3-655/1/B, Civil Supplies Bhavan, Somajiguda, Hyd. – 082**

## SPECIFIC TERMS AND CONDITIONS

FILE NO. MKTG/OSB/2023-24/RABI

DATE: 22.02.2024

1. Open Tenders are hereby invited by TSCSCL for empanelment of Suppliers for supply of 50 kg capacity serviceable old bags for Rabi 2023-24 to Districts of Telangana through (Government e Market Place )GeM Portal. The total quantity offered for Purchase is around **6.63 crore bags** (Tendered Quantity is merely tentative and may vary as per the actual requirement in conjunction to paddy arrivals in the Districts). The estimated required quantity of bags at Gunny Buffer Godown/MLS Points/PPCs in various Districts may be seen in portal.  
**Note1:**All the bidders are required to quote their best prices for the mentioned quantity that they can deliver within the stipulated delivery period at the consignee location as per requirement and at any location within the concerned District as specified by the District Manager (List of consignee mentioned in the Bid). Offered rate is to be inclusive of GST (any other applicable taxes from time to time), freight and incidentals.
2. Delivery period: Sellers are required to complete delivery as per below schedule:
  - a. First 5 days - 75% of the offered quantity
  - b. Next 5 days - Balance quantity

The entire ordered quantity of old serviceable jute bags should be supplied within the stipulated time. No extension of time will be granted beyond the specified date fixed.
3. There is no price escalation clause applicable and no request in this regard will be entertained for the entire quantity offered for supply during delivery period/ currency of the contract.
4. Regarding supply location offered to bidders, the decision of Buyer department will be final and the same may also be communicated by Buyer department separately after on-line contract generation on GeM.
5. Seller should mandatorily furnish copy of valid GST certificate.
6. Minors are not eligible to file or participate directly or indirectly in any manner in the Tenders.
7. **Earnest Money Deposit (EMD/ Margin Money):-** Sellers are required to submit a mandatory earnest money deposit as mentioned in the tender schedule no: **ANNEXURE V** each district. MSME exemption for EMD will not be applicable as per GeM GTC. EMD shall be adjusted towards **Security deposit** of 2.5% of tendered value to be furnished before issue of supply order. EMD will have to be paid in the form of online payment in favour of Telangana State Civil Supplies Corporation, SBI a/c no: 62461252180, IFSCCode : SBIN0020072.
8. **Performance guarantee** will be in the form of bank guarantee from nationalized banks at the rate of **7.5%** of the total value of work order and the same should be submitted to the TSCSCL within 5 days from date of award of contract and the validity of Bank Guarantee shall be for a period of 12 months.
  - a) After furnishing of **EMD/Security deposit** submission of financial under taking, entering into agreement and furnishing Bank Guarantee by the Suppliers, work order/Supply order shall be issued. Further, after furnishing of Bank Guarantee the same shall be verified from the concerned Bank and in the event of any breach found at a later date with regard to the furnished Bank Guarantee, action shall be initiated against the Contractor as per norms in vogue for breach of contract apart from blacklisting.
  - b) Original Bank Guarantee as per format enclosed in **ANNEXURE IV** along with Security Deposit furnished by the qualified suppliers will be returned on request upon

completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.

- c) During the course of contract in the event of appointed supplier failing to comply with the instructions of the TSCSCL and in the event of any actions of the Supplier amounting to breach of contract, all Deposits along with Bank Guarantee furnished by the supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tenderer for his failure to comply with the terms and conditions and instructions of the tender and in such circumstances the decision of VC & MD, TSCSCL would be final.
- d) Original Bank Guarantee will be collected from buyer after award of contract.

## 9. ORDER FOR SUPPLIES

- a. The short-listed suppliers who qualify in e-Tender for each destination will be issued with appointment proceedings by TSCSCL. The Supply order to the supplier will be issued subject to payment of prescribed security deposit to TSCSCL as mentioned above after submission of financial undertaking, entering into agreement and furnishing Bank Guarantee.
- b. Upon issue of supply order from Head Office, the District Managers, will issue a movement order for a particular quantity (within the quantity mentioned in the supply order) to be delivered to designated MLS point/buffer godown/PPCs.
- c. The TSCSCL does not guarantee any minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated MLS Points/Buffer Godowns spread across the concerned district (as per movement order issued by the District Manager).
- e) TSCSCL shall award the contract for total quantity asked for in GeM portal and shall later issue manual work/supply orders/movement orders as per actual requirement in phased manner. The supply orders may not be issued to the exact tendered quantity, as supply orders shall be issued as per actual requirement of the District which may be more or less than the tendered qty. The corporation reserves right to split the offered quantity of single district to multiple bidders. The decision of VC & MD, TSCSCL would be final.
- d. Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation. Corporation at its sole discretion may place Supply orders/indents by FAX/LETTER/E-MAIL. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of serviceable old 50 kg Jute Bags to the designated MLS Points/buffer godowns/PPCs based on the movement orders issued by the concerned District Manager. The supply of consignment ordered shall be delivered in accordance with the supply order/indent/movement order. The ordered quantity of Serviceable Old 50 kg Gunnies as per specifications prescribed should be delivered within 10 days at the TSCSCL MLS Points/ Buffer Godowns of the concerned district of Telangana State from the date of final supply order/movement order issued by the Corporation. As the stocks are very urgently required and the TSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time to less than 10 days also while issuing supply order/movement order. Hence the delivery schedule fixed by the TSCSCL should be kept up at any cost.

## 10. The Documents to be submitted : The tenderers shall submit online copies of following documents for technical verification.

- A. GST Certificate ( Provisional should not be submitted)
- B. Financial Undertaking/ declarartion proforma ( document should be notarized on a Rs.100/- stamp paper/frankling) in original, should be given for **each district separately.** ( As per enclosed format in Annexure- I)
- C. Make In India Certificate original mandatorily for technical verification. ( As per enclosed format in Annexure-II)

**D. Copy of Proof of payment of**

- a. Tender Application Fee of Rs.25,000/-
  - b. EMD ( Amount should be deposited atleast 24 hours before opening of Tender)
- E. ANNEXURE III - Affidavit attested by a Notary to the effect that the Tenderer has no past or present criminal record with the Police/Vigilance of CS Dept./Vigilance and Enforcement Dept., Govt. of Telangana./Govt. of India and that the Tenderer or any of the partners or representatives were never black-listed by the Civil Supplies Corporation/any Govt. Organization at any time or involved in diversion of stocks or involved in case under EC Act or convicted by Court of Law in a criminal case. (format is enclosed).**
- F. Copy of the registered Partnership Deed along with permanent and present address of the partners in case of Partnership firm with minimum 2 years of existence prior to notification of Gunny Tender.**
- I. Copy of the Memorandum and Articles of Association in case of a limited Company.**
- J. Copy of the firm registration, if it is a firm or a Company with minimum 2years of existence prior to notification of gunnies tenders.**

**Note 1: For technical qualification submission of Tender Application Fee and EMD is mandatory (No exemption is allowed)**

**2. After declaration of technical results 2 days time will be allowed for re-evaluation request, but re-submission of any revised documents shall under no circumstances will be allowed/ considered.**

11. The suppliers are required to enter into an agreement (agreement proforma given below in **Annexure- IV**) on Rs.100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the TSCSCL within 2 days of award of contract. **The EMD/Security Deposit should be furnished to TSCSCL through online payment** EMD/SD will have to be paid in the form of online payment in favour of Telangana State Civil Supplies Corporation ,SBI a/c no: 62461252180, IFSCCode : SBIN0020072.
12. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender.
13. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender and action shall be initiated against the Supplier.
14. Security Deposit furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.
15. **Non execution of agreement with TSCSCL** and Non-acceptance of supply order / indents within 2 days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-auctions **for a period of three years.**
16. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit, EMD (margin money) and BG.
17. After utilization of supplied stocks at the PPCs if it is noticed that the supplied bags are not in conformity with the specifications prescribed, such materials are liable to be rejected and appointed supplier will be called upon to make good the same /recovery of cost as per discretion of Addl. Collector & EOED/ Concerned District Manager. In the event of appointed supplier failing to comply with the decision of the TSCSCL, the security Deposit and EMD (margin money)/SD/BG furnished by the supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tenderer for his failure to comply with the terms and conditions and instructions of the tender and in such circumstances the decision of VC & MD, TSCSCL would be final.
18. In case of non-supply of stocks within the specified time limits as per supply order/indent, TSCSCL will forfeit all the deposits and the tenderer shall be black listed.
19. **Tender Application/processing Fee (non-refundable) Rs.25,000/- (Rupees Twenty Five Thousand only)** should be furnished to TSCSCL through online payment Tender Application Fee will have to be paid in the form of online payment in favor of Telangana State Civil Supplies Corporation, SBI a/c no: 62461252180, IFSCCode : SBIN0020072.

## 20. TERMS AND CONDITIONS OF DELIVERY

- a. The successful bidder shall have to supply the ordered quantity of Serviceable Old 50 kg Jute bags as per the specifications prescribed **within 10 days against** the movement order issued by the Corporation. Supplier shall obtain the details of quantity from the TSCSC Ltd Head Office, Hyderabad/District Manager of the concerned district.
- b. TSCSCL may, if need be, undertake pre-dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.
- c. Supplier shall furnish a daily report to the District officer and the Head office on supply of stocks truck wise and destination wise quantity delivered through email and FAX.
- d. The successful suppliers should take adequate precautions to prevent damage or deterioration to Serviceable Old 50 kg Gunnies during transportation. He should also insure the stock during transit at his cost.
- e. The successful suppliers should deliver at his cost the Old and Serviceable 50 kg Jute bags to the designated MLS Points/Buffer Godowns as per the supply order / indent issued by H.O/ District Manager of the concerned District, TSCSCL.
- f. The corporation has all the rights to modify the required quantity at each MLS point or District before/during/after the auction.
- g. Stocks should be delivered in bundles having 50 jute bags each consisting of 50 kg capacity Jute bag as per specifications mentioned earlier.
- h. At the time of delivery of stocks by the supplier(s), the stocks will be subjected to quality check by the Officials of TSCSCL. Random Samples will be collected from the stocks supplied at MLSPoints/ Buffer Godowns at district level, which are subjected to quality analysis. At the time of unloading, five bundle for every unloaded 100 bundles drawn randomly shall be inspected by the officials at the MLS Point/Buffer Godown . In case of non conformity of supplied stocks to the above specified standards and defectives being found in random samples then the proportion of defectives shall be applied to the whole load and the defectives shall be booked as shortage by the unloading official. Further, if the rejection ratio is more than 10% then the entire load is to be rejected and a penalty of **Rs.50,000/-** shall be imposed for every rejected load. The decision of the MLSPoint incharge at the unloading points will be final and should not be disputed.  
*For eg: if a delivered load has 500 bundles , then 25 bundles are collected randomly, i.e. 5 bundles for every 100 bundles , that means 25 X 50= 1250 bags have to be checked. Out of these 1250 bags, if 100 bags are found to be defective i.e. not confirming to specifications then those bags are rejected and the rejection ratio would be 8%. The same rejection percentage would be applied to the entire lot and shortage would be booked at the unloading point. Further payment of 80% would be released only on the acknowledged quantity after applying the rejection ratio, i.e. (supplied - rejected = acknowledged quantity). But, if 126 defective bags are found in a sample of 1250 bags entire load is to be returned as the rejection ratio would be more than 10% and a penalty of Rs.50,000/- would be imposed for every rejected load.*
- i. A dedicated representative of the Supplier is to be present in every district especially at unloading points to ensure smooth supply and tackle any issues/disputes.
- j. **It is the sole responsibility of the supplier to collect the defective stocks and any unused stocks which are returned by the concerned Districts irrespective of quality from MLS Points and PPCs(Paddy Procurement Centers) at the end of season i.e. immediately after closure of PPCs.**



## **21. TERMS OF PAYMENT**

- a. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, a payment of 80% will be released by the TSCSCL to the suppliers for the acknowledged quantity on submission of bills with relevant documents to the TSCSCL at District level. As per the procedure stipulated the amount will be transferred to respective account of the suppliers. Advance amount shall not be released to the supplier in middle of supplies made during the contract period. **Further the balance payment shall be released upon complete utilization of bags by PPCs, i.e. Paddy Procurement Centers.**
- b. The payment is processed based on the accepted quantity at the designated location, quality report by the assayer (PPCs/ Godown Incharge)) and is subjected to any standard deductions as specified in the purchase order/indent.
- c. The supplier shall submit the following documents giving delivery of the consignment to the respective MLS points/Buffer Godown of the Corporation.
  - i) Commercial Invoice
  - ii) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
- d. The payment will be directly released to the suppliers by TSCSCL District office on submission of Bills and relevant documents. The following documents should be submitted at the District office for processing of payment:
  - i) MLS Point/ Buffer Godown Wise/PPC-wise Truck- Details. (Truck No., Invoice No, Date and Quantity)
  - ii) Invoices.

## **22. PENALTY ON DEFAULT/EXTENSION TIME:**

- a. The entire ordered quantity of Serviceable Old 50 kg Gunnies should be supplied within the stipulated time. No extension of time will be granted for supply of Serviceable Old 50 kg Gunnies beyond the specified date fixed.
- b. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the TSCSCL subject to the following conditions:
  - A) A penalty of Rs. 50/- (Rupees fifty only) will be imposed per bundle of 50 bags per day subject to maximum of Rs.500/- per Bundle per day for the quantity of Serviceable Old 50 kg Gunnies supplied after the due date fixed in the supply order.
  - B) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
  - C) In the event of failure by the successful L1, tenderer(s) the Corporation is at liberty and also reserves the right to purchase the ordered quantity by calling tenders or through open Market or has the discretion to re auction the desired quantity through auction portal to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the successful L1 tenderer(s). If the rate is cheaper the benefit will not accrue to the supplier.
  - D) The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC& Managing Director, TSCSCL is final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate the Corporation or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
  - E) Notwithstanding anything contained in the terms and conditions of this tender the VC & MD, TSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.

- F) In the event of failure by the tenderer(s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited and Corporation may also proceed with blacklisting of the firm.

**23. CANCELLATION OF AGREEMENT:**

- a. If the supplier, breaches any condition or clause of the agreement and tender document the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- b. If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against TSCSCL.

**24. INDEMNITY:**

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

**25. Specification :**

**a) Technical specifications :**

Category	Specification	Bid Requirement (Allowed Values)
Performance Parameter	Outside Width,+/-8 cm	55
	Outside Length,+/-10 cm	86
Constructional Parameter	Second hand gunny bags made from	Double pieces of weaving sack cloth, Single Pieces Weaving
	Type of weaving sack cloth	Double wrap plain weave sacking cloth, Single Wrap Plain Weaving

**b)Physical Specification for serviceable Old Jute Bags:**

- 1) Old Jute bags should be free from any mildew/fungal growth
- 2) Jute bags should be free from cuts, holes & tears, sunfading etc.
- 3) Grain/paddy when filled in the bag, it should not bleed out, i.e. there should not be any grain loss from the filled bag.
- 4) Seams of the bag should be intact, i.e. the seams of the filled bags should be intact after filling Grain/paddy.
- 5) Bag should not be repaired.
- 6) Jute bag should not weigh less than 500gms and should have a holding capacity of 50 kg food grains, dimensions of 94 X 57 cms(L X W)
- 7) The gunnies meant for supply should be pest free, dust free, odour free of the pulses, grains packed earlier and free from any other foreign materials .
- 8) Bags to be stenciled with Logo/Name of the Supplier
- 9) Supplied bags are to be made of Jute of Indian origin and made in india.

## AGREEMENT PROFORMA

### **AGREEMENT FOR PROCUREMENT OF SERVICEABLE OLD GUNNY BAGS FOR TSCSCL AS PER THE SPECIFICATIONS PRESCRIBED, FOR Rabi season of KMS 2023-24.**

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This agreement made this day on \_\_\_\_\_ between the Telangana State Civil Supplies Corporation Ltd., registered under the Companies Act, 1956, having its Head Office at Civil Supplies Bhavan, H.No.6-3-655/1/A, Somajiguda, Hyderabad, Telangana (Hereinafter called as the Corporation) represented by its General Manager (Mktg.) on behalf of Vice-Chairman & Managing Director, on one part and \_\_\_\_\_, as under the name and style of \_\_\_\_\_ (herein after called the supplier of old Jute Gunnies) which shall mean and include the person, persons firm or company including legal heirs, successors and permitted partners, Whereas the supplier being desirous of supplying old 50kg Jute bags submitted Tender in pursuance of the **Tender No:** \_\_\_\_\_, **Dated:** . .2024 and appointment order **Progs. No.** \_\_\_\_\_, **Dated:** \_\_\_\_\_, whereas the supplier agrees to perform the duties described under the following Terms and Conditions for Districts of Telangana State. Now, this Deed witnessed and the parties herein do hereby mutually agree as follows:

#### **1. DESCRIPTION OF WORK :**

- a) \_\_\_\_\_ shall supply of serviceable old 50 kg old Jute Bags as per the specifications prescribed in Tender RFP. The Supply of Old serviceable Jute bags shall be in the bundles of 50 each to be delivered to the MLS Points/ Buffer Godowns in Districts of Telangana State as per the movement orders issued by the H.O. /District Managers, concerned of TSCSCL.
- b) The Supplier shall complete the movement within the time schedule set by the Vice Chairman & Managing Director/District Manager, TSCSCL.

#### **2. QUALITY SPECIFICATIONS :**

Supplied bags should conform to the given specifications.

##### **Specification for serviceable Old Jute Bags:**

- 1) Old Jute bags should be free from any mildew/fungal growth
  - 2) Jute bags should be free from cuts, holes & tears, sunfading etc.
  - 3) Grain/paddy when filled in the bag, it should not bleed out, i.e. there should not be any grain loss from the filled bag.
  - 4) Seams of the bag should be intact, i.e. the seams of the filled bags should be intact after filling Grain/paddy.
  - 5) Bag should not be repaired.
  - 6) Jute bag should not weigh less than 500gms and should have a holding capacity of 50 kg food grains, dimensions of 94 X 57 cms(L X W)
  - 7) The gunnies meant for supply should be pest free, dust free, odour free of the pulses, grains packed earlier and free from any other foreign materials .
  - 8) Bags to be stenciled with Logo/Name of the Supplier
  - 9) Supplied bags are to be made of Jute of Indian origin and made in India.
- a) Only good quality old bags as per above specifications should be supplied. Stocks conforming to the specifications will only be accepted.
- b) Stocks not conforming to specifications will be summarily rejected and it is the responsibility of the supplier(s) to take back the rejected stocks within no time.

#### **3. PACKING OF JUTE BAGS :**

Stocks should be delivered in bundles of 50 bags tied in countable fashion.

#### **4. DURATION AND PLACE OF DELIVERY :**

The Ordered quantity of old jute bags as per specifications prescribed should be delivered **within ( 10 ) days** in countable 50 bag bundles each at the TSCSCL MLS Points/Buffer Godowns of Districts of Telangana State from the date of receipt of movement order from the H.O./District Managers of the concerned Districts of TSCSCL.

#### **5. ACCEPTANCE OF STOCKS :**

- a) At the time of delivery of stocks by the supplier(s), the stocks will be subjected to quality check by the Officials of TSCSCL. Random Samples will be collected from the stocks supplied at MLS Points/ Buffer Godowns at district level, which are subjected to quality analysis. At the time of unloading, five bundle for every unloaded 100 bundles drawn randomly shall be inspected by the officials at the MLS Point/Buffer Godown . In case of non conformity of supplied stocks to the above specified standards and defectives being found in random samples then the proportion of defectives shall be applied to the whole load and the defectives shall be booked as shortage by the unloading official. Further, if the rejection ratio is more than 10% then the entire load is to be

rejected and a penalty of Rs.50,000/- shall be imposed for every rejected load. The decision of the MLSPoint incharge at the unloading points will be final and should not be disputed.

**For eg:** if a delivered load has 500 bundles , then 25 bundles are collected randomly, i.e. 5 bundles for every 100 bundles , that means 25 X 50= 1250 bags have to be checked. Out of these 1250 bags, if 100 bags are found defective i.e. not confirming to specifications then those bags are rejected and the rejection ratio would be 8%. The same rejection percentage would be applied to the entire lot and shortage would be booked at the unloading point. Further payment of 80% would be released only on the acknowledged quantity after applying the rejection ratio, i.e. (supplied - rejected = acknowledged quantity). But, if 126 defective bags are found in a sample of 1250 bags entire load is to be returned as the rejection ratio would be more than 10% and a penalty of Rs.50,000/- would be imposed for every rejected load.

- b) The Stocks not confirming to the Specifications shall be summarily rejected and the supplier shall be black listed.
- c) The Corporation will not take any responsibility or otherwise once the stocks are rejected.

**6. RATE OF PAYMENT :**

- a) Rate quoted in rupees per bag is inclusive of all applicable taxes, cost of transportation, and delivery in bundles of 50 each at the MLS points/Buffer Godowns of districts within Telangana State. The rate is inclusive of GST. Rate finalized is as follows :

RATE: \_\_\_\_\_ PER BAG

The above rate includes all incidentals or tax imposed/introduced from time to time, connected with the work entrusted to the supplier under this agreement. In other words, the Corporation shall not be liable to pay to the supplier for any reason whatsoever any remuneration, costs, expenditure on establishment or any other incidentals whatsoever except the due amount at the rate accepted by Vice Chairman & Managing Director, as shown above.

- b) The supplier is prohibited from claiming any higher rates for cost of Jute Bags, transport charges and packing material etc., other than those prescribed under this agreement due to escalation in prices of diesel, petrol, etc., for any reasons whatsoever during the contract period or the extended period of the agreement stipulated in it.

**7. PERIOD OF AGREEMENT :**

- a) This agreement will ordinarily be in force from the date of agreement till the tendered/Indented quantities are supplied. The contract can be extended at their sole discretion of VC&MD, TSCSCL, on the same rates, terms and conditions or may be called for negotiations for reduction of rate depending upon the open market prices, for a further period as determined by him, keeping in view public interest for specific reasons to be recorded in writing in public interest of procuring paddy from Telangana farmer community and providing MSP. The action TSCSCL in extending the contract shall be final and binding on the supplier and shall not be called into question.
- b) The Corporation shall have absolute right to terminate the agreement at any time during the currency after giving (10) days notice to the supplier in the normal circumstances without assigning any reason whatsoever and the supplier is not entitled to question the termination on any ground whatsoever.
- c) The supplier or his authorized representative is responsible for the quantity and quality of stocks, transportation to the destinations as per movement instructions issued by the H.O/District Managers, TSCSCL. The Corporation shall have absolute right to suspend the contract at any time during the currency of the agreement without any notice or without assigning any reasons if the contractor or his representative is involved in a case under Essential Commodities Act or any other Acts. The Corporation shall have absolute right to terminate the contract with immediate effect in case of defectives found during inspection of stocks. The supplier is also responsible for any acts of his agents, employees, including truck owner, driver/cleaner of the truck in which stocks are loaded for transportation.
- d) The supplier shall not be entitled to any compensation on account of such termination of agreement.

**8. EMD & SECURITY DEPOSIT:**

- a. \_\_\_\_\_ has furnished an EMD of Rs. \_\_\_\_\_/- by way of payment e-auction platform Escrow account. The Corporation is not liable to pay any interest on EMD. The EMD would be retained by TSCSCL and adjusted against Security Deposit.
- b. \_\_\_\_\_ has furnished Security Deposit of 2.5% (after adjustment of EMD against SD) on the total value of the ordered quantity i.e., Rs. \_\_\_\_\_/- by way of online transfer with transaction id \_\_\_\_\_ Dated \_\_\_\_\_ from any nationalized banks/scheduled commercial banks as specified by RBI. The Corporation is not liable to pay any interest on Security Deposit.
- c) The Corporation will have the right, besides other legal remedies to forfeit or adjust in full or part, the amount of EMD & Security Deposit for the un-workman like performance of the services by the supplier or for damages, losses, costs, expenses, etc., that the Corporation may suffer or

- incur due to the negligence or otherwise of the supplier or for violation of any of the terms and conditions of this agreement by the contractor.
- d) Whenever the Security Deposit falls short of the prescribed amount, the supplier shall make good the deficit so that the total amount of Security Deposit does not at any point of time falls short of the prescribed amount.
  - e) The EMD & Security Deposit or such part thereof, as has not been forfeited or adjusted as aforesaid, will be refundable to the supplier only on satisfactory completion of work under the agreement.
  - f) The Corporation shall not be liable for payment of any interest on the amount of EMD & Security Deposit.

## **9. BANK GUARANTEE**

The Supplier shall furnish a Bank Guarantee for Rs. \_\_\_\_\_ lakhs (Rupees \_\_\_ lakhs only) from a **Nationalized Bank** in the prescribed proforma in favour of "Telangana State Civil Supplies Corporation Limited, Hyderabad", Hyderabad, within 7 days from the date of entering into agreement failing which the acceptance of the Tender is liable for cancellation and also forfeiture of Security Deposit without any further notice. Only on furnishing of Bank Guarantee, Supply Order under the agreement will be issued by the Corporation.

## **10. VOLUME OF WORK :**

- a. The Corporation does not guarantee any volume of work at any time during the currency of the agreement. The mere mention of the item of work in the Agreement does not in itself confer any right on the supplier to demand that the entire work should necessarily or exclusively be entrusted to him. The Corporation reserves the right to appoint one or more other suppliers and distribute the work among them during the currency of this agreement at its unfettered discretion in any manner that it may decide and no claim for compensation shall lie against the Corporation by any reasons whatsoever of such division of work. The decision of the Corporation in this matter shall be final and binding on the supplier.
- b. It is the sole responsibility of the supplier to collect the defective stocks and any unused stocks which are returned by the concerned Districts irrespective of quality from MLS Points and PPCs(Paddy Procurement Centers) at the end of season i.e. immediately after closure of PPCs.

## **11. TERMINATION OF CONTRACT:**

- a) The supplier has solemnly stated that he nor any of his partners / representatives have not, at any point of time, been black-listed by the Corporation or by any other Government Agency or involved in any case under E.C Act or convicted by Court of Law in a criminal case. In the event of the statement proves to be wrong at any point of time, without prejudice to other rights and remedies, the Corporation is at liberty to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the supplier and / or forfeit the EMD & Security Deposit or any part thereof and in view of the false declaration given by the contractor which comes to light at any point of time. The decision of the VC & Managing Director, TSCSCL, is final and binding on the Supplier.
- b) In the event of the supplier being adjudged insolvent or going into liquidation or winding up his business or making arrangements with their creditors or failing to observe any of the provisions of this contract or is convicted or punished under the provisions of the Essential Commodities Act or State/Central orders issued under the said Act or any other Acts or any of the terms and conditions governing the contract, the VC & Managing Director, Telangana State Civil Supplies Corporation Limited shall be at liberty to terminate the contract forthwith, without prejudice to any other rights or remedies, and to get the work done for the un-expired period of the contract at the risk and cost of the supplier and to claim from the supplier any resultant loss sustained or costs incurred.
- c) It shall be open to the Corporation to suspend the supply contract before ordering termination of the supply contract under this sub-clause. During the period of suspension, the Corporation is at liberty to make alternate arrangements at the risk and cost of the supplier.
- d) The supplier or his representative is responsible for the quantity and quality of the stocks as taken delivery by him for supply to the destinations as per the movement instructions issued by the H.O./District Managers of TSCSCL. The Corporation shall have absolute right to suspend the contract at any time during the currency of the agreement, without any notice or without assigning any reasons, if the contractor or his representative is involved in a case under Essential Commodities Act or any other Acts or convicted by Court of Law in a Criminal case. The supplier is responsible for any acts of his representatives, agents, employees, including truck owner, driver/cleaner of the truck in which stocks are loaded for supply.
- e) Since the supplier or his representatives are responsible for the quantity and quality of the stocks while in his custody, the supplier shall ensure delivery of stocks at destination as specified by the H.O/ Concerned District Managers. In the event of adulteration or even misappropriation of stocks,

the VC & Managing Director shall have absolute right to terminate the contract without any notice and forfeit the EMD & Security Deposit and even pending bills. The action of VC & Managing Director in this regard is final and cannot be called into question.

- f) The Corporation shall have the right without prejudice to other rights and remedies in the event of breach of the contract or any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the un-expired period of the contract at the risk and cost of the supplier and / or forfeit the EMD & Security Deposit or any part thereof and for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the supplier's negligence or un-workman like performance of any of the services under the contract. The VC & Managing Director, Telangana State Civil Supplies Corporation Limited, shall also have the right to claim from supplier or to invoke the EMD & Security Deposit to recover any dues from the supplier.
- g) In case the supplier is terminated due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said supplier with the Corporation, if any, will also be terminated and all payments to the supplier including EMD & Securities under all Agreements will be forfeited.
- i) In case of sudden demise of the supplier, the contract **cannot be transferred** to any of his legal heirs and the new supplier will be appointed by calling fresh tenders/ auction for the un-expired period of the contract. However, securities can be released to the legal heirs of the deceased on satisfactory completion of accounts.

## 12. FULFILMENT OF WORK WITHIN STIPULATED TIME AND PENALTY IN CASE OF FAILURE:

- a) The supplier shall be responsible to engage adequate number of transport vehicles for completion of the supply evenly from the date of receipt of movement orders from the H.O/Concerned District Managers and to complete the entire allotment on or before the date given by the VC & Managing Director, TSCSCL. If the supplier fails to supply the stocks in any day as per the movement instructions, the VC & Managing Director, TSCSCL, at his / her discretion and without terminating the agreement, will be at liberty to make alternate arrangements and to get the work done at the risk and cost of the supplier, who shall be liable to make good to the Corporation all such additional charges, expenditures, costs, etc., that the Corporation may incur or suffer thereby. The alternate arrangements means placing of orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/e-Auction or purchase through open market at the risk and cost of such supplier(s) and such supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the supplier(s). The decision of the VC & Managing Director, TSCSCL, in this matter is final and binding on the supplier.
- b) In the event of default on the part of the supplier in performing his work under the agreement efficiently and to the entire satisfaction of the Corporation, the Corporation shall without prejudice and in addition to other available rights and remedies under the agreement have the right to recover from the supplier by way of A penalty of Rs. 50/- (Rupees fifty only) will be imposed per bundle of 50 bags per day subject to maximum of Rs.500/- per Bundle per day for the quantity of Serviceable Old 50 kg Gunnies supplied after the due date fixed in the supply order. The decision of the Corporation on the question whether the supplier committed the default and on the quantum of penalty shall be final and binding on the supplier.
- c) The imposition of penalties as per the above Clause is the sole discretion of the VC & Managing Director, TSCSCL because of failure of the supplier to adhere to the movement instructions issued by him and shall not be called into question and no representation in this regard shall be entertained.
- d) The entire ordered quantity of Old serviceable 50kg Jute bags should be supplied within the stipulated time. No extension of time will be granted for supply of stocks beyond the specified date fixed.
- e) But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the VC & Managing Director, TSCSCL subject to the following conditions:
  - i) A penalty of Rs. 50/- (Rupees fifty only) will be imposed per bundle of 50 bags per day subject to maximum of Rs.500/- per Bundle per day for the quantity of Serviceable Old 50 kg Gunnies supplied after the due date fixed in the supply order at the time of payment.
  - ii) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the EMD & Security Deposit will be forfeited besides blacklisting.
  - iii) In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC & Managing Director reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/E-auction or through open market at the risk and cost of such supplier(s) and such supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the supplier(s).
  - iv) In the event of failure by the successful Bidder(s) the Corporation is at liberty and also reserves the right to purchase the ordered quantity from the next lowest L2, Bidder(s) to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the appointed supplier(L1). If the rate is cheaper the benefit will not accrue to the supplier.

- v) The Corporation reserves the right to charge penalty as decided by the VC & Managing Director TSCSCL or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC & Managing TSCSCL is final and cannot be called into question. The supplier(s) is liable to reimburse / compensate the Corporation or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality or defective Jute bags or any breach of contract.
- vi) Not with standing anything contained in the terms and conditions of this tender the VC & Managing Director, TSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.

### **13. LOSS SUSTAINED BY CORPORATION :**

The supplier shall indemnify the Corporation for any loss or damage sustained by it due to the improper performance of the work by the supplier under this agreement. Such loss sustained by the Corporation shall be recovered from the bills payable to the supplier from the EMD, BG & Security Deposit furnished by the supplier under this Agreement, or under any other agreements of the supplier with the Corporation. Should the above sums be not sufficient to cover the full amount recoverable, the supplier shall pay the Corporation on demand the balance amount due. Otherwise, the Corporation is at liberty to recover the amount due under Revenue Recovery Act.

### **14. RECOVERY OF DUES :**

The Corporation shall have the right to appropriate and set off any sum of money including the EMD & Security Deposit and any amount payable to the contractor under this agreement or any other agreement with the Corporation against any claim by the Corporation against the supplier under any agreement. Should the above sums be not sufficient to cover the full amount of the claims, the supplier shall pay the Corporation on demand the balance amount due.

### **15. MAINTENANCE AND FURNISHING OF INFORMATION :**

- a) The supplier shall furnish to the VC & Managing Director TSCSCL/ Concerned District Manager the details of stocks supplied to the concerned districts on every day basis without fail.
- b) The supplier shall not only maintain complete accounts but also furnish returns as and when requested by the Corporation in the proforma prescribed by the Corporation.  
The contractor shall prefer claims, if any, in writing within three months from the date of termination or completion of the Agreement failing which, such claims shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such claims.

### **16. SUB-ASSIGNING OF FUNCTIONS :**

The supplier **shall not sub-Assigning** or **transfer the whole** or part of functions under this agreement or assign any of the benefits under this agreement to any other person, firm or company without the prior approval of the Corporation. Whenever it comes to the notice of the Corporation that the supplier who entered into agreement is only a 'Name lender' and doing the work on behalf of other persons, the agreement is liable for cancellation and termination apart from recovery of damages from the EMD & Security Deposit, and pending bills with the Corporation.

### **17. DAMAGE TO THIRD PARTY :**

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

### **18. RESPONSIBILITIES UNDER VARIOUS ACTS :**

The supplier shall engage all persons employed by him as his own servants in all respects and assume responsibility under the Indian Factories Act, the Workman's Compensation Act, 1923. Contract Labour (Regulation and Abolition) Act, 1979, Employees Provident Fund Act, 1952 and other similar enactments in respect of such personnel. The supplier shall indemnify the Corporation against all claims in respect of the aforesaid personnel under the aforesaid Acts and other similar enactments in respect of such personnel. The supplier shall obtain from the Regional Provident Fund Commissioner, Telangana, sanction for coverage of the establishment of contractor under the Employees Provident Fund Act, 1952. Even in case the number of employees is less than 20, the supplier shall obtain voluntary coverage of his establishment under the aforesaid Act. The supplier should furnish necessary clearance certificate from the authorities concerned. In the event of the Corporation having to pay any amount due to non-observance of the various provisions under the Act, the supplier shall be liable to reimburse the aforesaid amount to the Corporation. The contractor should furnish a declaration under the Employees Provident Fund Act, 1952, about the employees working under him along with other particulars like member-ship liability, payment registers and other documents before commencement of the work under this agreement.

In the event of any lapse on the part of the supplier in this regard, the Corporation shall have absolute right to terminate the agreement at any time during the currency of the agreement besides forfeiture of EMD & Security Deposit.

**19. OBSERVANCE OF LAW :**

The supplier shall be bound by all laws, orders, etc., in force or issued by the Central or State Government from time-to-time and shall be solely liable for any penal consequences that may incur due to violation by the supplier of any law, orders, etc., in force.

**20. COMPLIANCE WITH DIRECTIONS :**

The supplier shall comply with the directions issued from time-to-time by the Vice Chairman & Managing Director of the Corporation regarding the work of the contract under this Agreement.

**21. PAYMENT OF BILLS OF CONTRACTOR :**

- a) The District office will release payments to the supplier on submission of Invoice bills in duplicate supported by proper consignee receipts (acknowledgements from the authorized representatives of the Corporation at the receiving ends).
- b) The Corporation will not make any payment of interest on outstanding bills at any time.
- c) Payment will be made on net sound Jute Bags supplied and no payment shall be released for bags not adhering to mentioned specifications. No payment will be made for weight of bags, packing, covers, damaged Jute Bags etc.
- d) Supplier shall claim his bills movement/supply/indent order-wise only.

**22. CLAIMS:** The contractor shall prefer claims, if any, in writing within three months from the date of termination or completion of the Agreement failing which, such claims shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such claims.

**23. ARBITRATION :**

- a) The Supplier shall prefer a demand, if any, in writing for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement failing which the demand shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- b) On receipt of a demand from the Supplier within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement, shall be referred to the sole arbitration of the VC & Managing Director of the under Arbitration and Reconciliation Act, 1996.
- c) If the VC & Managing Director of the Corporation so decides, he may refer the disputes and differences to the sole arbitration of some other officer of the Corporation notwithstanding the fact that the later officer has had to deal with matters to which the agreement relates and that in the course of duties as an officer of the Corporation he has expressed views on all or any of the matters is dispute or differences.
- d) In the event of such arbitrator to whom the matter has originally be referred, having been transferred or having vacated his office or being unable to act for any reason, the VC & Managing Director of the Corporation shall appoint another officer of the Corporation to act as an arbitrator. Such persons shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
- e) No person other than the one appointed by the VC & Managing Director of the Corporation shall act as an Arbitrator.
- f) The Arbitration shall deem to have been communicated on the date of Arbitrator issued a Notice to both the parties fixing the date of first hearing.
- g) The venue of Arbitration shall be fixed by the Arbitrator(s) in their sole discretion in consultation with the VC & Managing Director of the Corporation.
- h) The Arbitrator(s) shall give award in respect of each dispute/difference referred to him.
- i) The cost of Arbitration shall be shared equally and borne by the parties as per the decision of the Arbitrator(s).
- j) The award of Arbitration shall be final and binding on the parties to this agreement, subject to the provisions of Arbitration and Conciliation Act, 1986.
- k) Subject to the aforesaid provisions, the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration Proceedings under this provision.

**24. JURISDICTION:**

All Civil Suits under this agreement shall be filed in the City Civil Court, Hyderabad only.



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

ON BEHALF OF THE CONTRACTOR :

SIGNATURE

:

CAPACITY :

ADDRESS :

CAPACITY:

ON BEHALF OF THE CORPORATION :

SIGNATURE

:

DESIGNATION

(1) NAME :

ADDRESS :

SIGNATURE :

(2) NAME :

ADDRESS :

SIGNATURE :

e) **FINANCIAL UNDERTAKING/ DECLARARTION PROFORMA**  
(NOTARIZED ON A RS.100/- STAMP PAPER/FRANKLING)

Ref: e-Tender Notice No Mktg.M2/OSB/2023-24/Rabi, Date: . 02.2024

1. Tender filed for Supply of Old serviceable Gunnies to for Rabi season of KMS 2023-24 :

2. Name & Address of the Tenderer/bidders :

I/We have clearly understood all the terms and conditions of the tender and the agreement, etc., and agree to undertake Supply of Old serviceable Gunnies at the rates quoted by me/us.

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

I/We shall furnish the prescribed **security deposit of 2.5% of the tendered value and Bank Guarantee of 7.5% of tendered value for \_\_\_\_\_ District/ Lot** within three days of the acceptance of my/our tender and enter into agreement. **I/We are well aware of the forfeiture Clause in the terms and conditions of the tender and my/our EMD stands forfeited besides cancellation of contract, recovery of liquidated damages and black-listing, if I/we fail to furnish the prescribed Security Deposit and also enter into agreement within 3 days of acceptance of my/our tender.**

I/We solemnly declare under oath that we take sole responsibility for quality of Old 50 Kg Gunny Bags supplied by us and any disputes arising on account of quality of bags at usage stage. Further, the Supplied bags will be made of Jute of Indian origin and made in india. Further the decision of Paddy Purchase Centers/ TSCSCL with regards to quality of Gunny bags shall be final and will not be questioned by us with regards to any rejected/Unserviceable bags at any stage by any of the assayers i.e. Godown Point/PPC/Milling point. No payment shall be claimed by us for the rejected bags. We take complete responsibility for collection of rejected bags from Paddy Purchase centers and loading Points at our cost. If the supplied stocks do not confirm to the issued specifications then TSCSCL can take suitable action against us as deemed fit.

(Notarized copy of this declaration shall be furnished along with the agreement)

**SIGNATURE OF THE TENDERER**

**NAME**

(To be furnished on company / Firm Letter Head)

**Made in India certificate**

**To Whomsoever it may concern**

This is to certify that we Name of the supplier: \_\_\_\_\_ & Address: \_\_\_\_\_ are in compliance with MADE IN INDIA (MII) policy and hence declare our local content percent as 100% thus classified as class 1 local supplier as per Govt of India directions.

**SIGNATURE OF THE TENDERER**

**NAME**

AFFIDAVIT(A)

I \_\_\_\_\_ S/o \_\_\_\_\_ aged \_\_\_\_\_ years,  
Occupation \_\_\_\_\_ R/o \_\_\_\_\_ Dist. do hereby  
solemnly affirm and state on oath as follows:-

That I am the Deponent herein and well conversant with the facts of the Affidavit.

I or my partners or representatives have no past or present criminal record with the Police/Vigilance of CS Dept/ Vigilance and Enforcement Dept., Govt. of Telangana /Any of State Govt./Govt. of India.

I or my partners or representatives were never black-listed by the Telangana State Civil Supplies Corporation/ Any of State Govt./any Govt. Organization at any time or involved in diversion of stocks/Gunnies or in case under EC Act or convicted by Court of law in a criminal case.

The facts stated above are true and correct to the best of my knowledge and belief.

DEPONENT

**Attestation:**

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted to be true and signed before me on this \_\_\_\_\_ day \_\_\_\_\_ month 2023. Hence attested.

NOTARY

**Place:**

**Date:**

**PROFORMA FOR UNCONDITIONAL AND IRREVOCABLE  
BANK GUARANTEE FOR PERFORMANCE GUARANTEE**

*(To be on non-judicial stamp paper of appropriate value as per Stamp Act  
relevant to place of execution.)*

- 1) Whereas the *Telangana State Civil Supplies Corporation Limited*, (hereinafter called the Corporation) having entered into agreement on with \_\_\_\_\_ (herein after called the supplier for supply of serviceable old 50 kgs gunny bags to the Corporation for Rabi season of KMS 2023-24 on the terms and conditions stipulated in the agreement and also as per the instructions issued from time to time by the Corporation and, whereas the said supplier under the terms and conditions of agreement is required to furnish bank guarantee for the due fulfillment by the said Contractor of the terms and conditions contained in the agreement, and whereas the Corporation agreed to accept the bank guarantee from the said Contractor. I/We the \_\_\_\_\_ undertake to pay the Corporation an amount not exceeding Rs. \_\_\_\_\_ (In words ) against any loss or damage caused to or suffered by the Corporation or any amounts due to the Corporation from the supplier , by reason of any breach of the said supplier of any terms and conditions contained in the said agreement or any act of omissions of the said supplier.
- 2) I/ We, \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur and without any reference to the said supplier but merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Corporation by reason of any breach by the said supplier of any of the terms and conditions contained in the said agreement or by reason of the said supplier failure to perform the duties prescribed in the agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (in words \_\_\_\_\_). This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.
- 3) I/ We, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said supplier and accordingly discharged the guarantee, subject., however to clause No.6 herein below.
- 4) I/We, \_\_\_\_\_ further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement with the mutual consent of the parties to that agreement or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any act of forbearance or omission on the part of the Corporation or any indulgence by the Corporation to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us, subject, however, to clause No.6 herein below.
- 5) I/We, \_\_\_\_\_ undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.
- 6) Notwithstanding anything contained here above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) and our guarantee shall remain in force until \_\_\_\_\_ (12 months from the date of award of the contract) unless any action to enforce a claim under this guarantee is taken against us on or before \_\_\_\_\_ (12 months from the date of award of the contract) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability there under.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ of 2024.

NAME :

DESTINATION :

BANK SEAL :

ADDRESS :

**g) District requirement along with contact details**

S.No	District	Sectors	Requirement of Old bags for Rabi 2023-24	EMD
1	Medchal	Medchal	200000	5,00,000.00
2	Asifabad	Asifabad	250000	5,00,000.00
3	Gadwal	Gadwal	300000	5,00,000.00
4	Rangareddy	Rangareddy	300000	5,00,000.00
5	Kothagudem	Kothagudem	350000	5,00,000.00
6	Mulugu	Mulugu	1000000	5,00,000.00
7	Vikarabad	Vikarabad	1000000	5,00,000.00
8	Bhupalapally	Bhupalapally	1100000	7,50,000.00
9	Mahabubabad	Mahabubabad	1100000	7,50,000.00
10	Mahabubnagar	Mahabubnagar	1100000	7,50,000.00
11	Narayanpet	Narayanpet	1100000	7,50,000.00
12	Khammam	Khammam	1200000	7,50,000.00
13	Siddipet	siddipet_siddipet	1200000	7,50,000.00
14	Siddipet	siddipet_gajwel	1200000	7,50,000.00
15	Suryapet	Suryapet_Thangathurthy	1200000	7,50,000.00
16	Suryapet	Suryapet_Suryapet	1200000	7,50,000.00
17	Suryapet	Suryapet-Huzurnagar	1200000	7,50,000.00
18	Wanaparthy	Wanaparthy-Kollapur	1200000	7,50,000.00
19	Wanaparthy	Wanaparthy-Wanaparthy	1200000	7,50,000.00
20	Sircilla	Sircilla_Vemulawada	1250000	7,50,000.00
21	Sircilla	Sircilla_sircilla	1250000	7,50,000.00
22	Hanmakonda	Hanmakonda	1300000	7,50,000.00
23	Siddipet	siddipet_Husnabad	1300000	7,50,000.00
24	Janagoan	Janagoan	1400000	7,50,000.00
25	Warangal	Warangal	1400000	7,50,000.00
26	Karimnagar	Karimnagar_Karimnagar	1500000	7,50,000.00
27	Karimnagar	Karimnagar_Huzrabad	1500000	7,50,000.00
28	Sangareddy	Sangareddy	1500000	7,50,000.00
29	Medak	Medak-Medak	1600000	10,00,000.00
30	Medak	Medak-Toopran	1600000	10,00,000.00
31	Nagarkurnool	Nagarkurnool	1600000	10,00,000.00
32	Nirmal	Nirmal	1600000	10,00,000.00
33	Kamareddy	Kamareddy-Banswad	1700000	10,00,000.00
34	Kamareddy	Kamareddy-Kamareddy	1700000	10,00,000.00
35	Peddapalli	Peddapalli_Manthani	1750000	10,00,000.00
36	Peddapalli	Peddapalli_Pedapalli	1750000	10,00,000.00
37	Mancherial	Mancherial	1800000	10,00,000.00
38	Jagitial	Jagitial_Metpalli	2000000	10,00,000.00
39	Jagitial	Jagitial_Jagitial	2000000	10,00,000.00
40	Nizamabad	Nizamabad-Armoor	2000000	10,00,000.00
41	Yadadri	Yadadri_Choutuppal	2000000	10,00,000.00
42	Yadadri	Yadadri_Bhongiri	2000000	10,00,000.00
43	Nizamabad	Nizamabad-Makloor	2200000	15,00,000.00
44	Nizamabad	Nizamabad- Nizamabad	2200000	15,00,000.00
45	Nalgonda	Nalgonda-Nalgonda	2300000	15,00,000.00
46	Nalgonda	Nalgonda_Miryalguda	2350000	15,00,000.00
47	Nalgonda	Nalgonda_Nakrekal	2350000	15,00,000.00
		<b>Grand Total</b>	<b>6,63,00,000.00</b>	

Sd/-  
**COMMISSIONER OF CIVIL SUPPLIES &  
VC & MANAGING DIRECTOR,  
TELANGANA STATE CIVIL SUPPLIES CORPORATION LTD.**