

**A.P.STATE AGRO INDUSTRIES DEVELOPMENT  
CORPORTION LTD.**



**TENDER SCHEDULE  
(DE-OILED NEEM CAKE)  
(2010-11)**

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**ANDHRA PRADESH STATE**  
**AGRO INDUSTRIES DEVELOPMENT CORPORATION LTD.**  
(A GOVT. UNDERTAKING)  
Regd.Office:No.504, Hermitage Office Complex,Hill Fort Road, Hyderabad-4  
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**TENDER SCHEDULE**

**Name of the work: Supply of De-oiled Neem Cake**  
**Ref. No: Agros/ARSK/Bio-tenders/2010-11, DT.16.08.2010**

**INSTRUCTIONS TO TENDERERS**

**A. PREAMBLE:**

A.P.State Agro Ind. Dev. Corporation Ltd., (A.P.Agros) is a State Govt. undertaking which is a Nodal Agency for procurement of Agricultural inputs under Govt. of A.P.Subsidy schemes of Horticulture & Other Departments.

Bids are invited for supply of a tentative quantity of **15000 MTs of De-oiled Neem Cake (SHM-9868 MT; RKVY-1500 MT; NREGS-3600; Organic farming-32 MT)** required under Departmental Subsidy Schemes. Two bid system is followed and technical and price bids are to be submitted separately.

**B. ELIGIBILITY CONDITIONS:**

1. The Tenderer shall be a Manufacturer of **De-oiled Neem Cake** for which price bid is offered and shall enclose copy of Manufacturing license **OR** Certificate issued by Industries Department registering the Unit as SSI Unit for the purpose of Manufacture of Neem Cake.
2. The materials supplied under this contract shall conform to the technical standards as per the **specifications in Annexure-II** enclosed to Technical Bid.
3. Manufacturing Firms from out of the State should have branch office in Andhra Pradesh and the branch should take care of marketing/business of A.P. including invoicing within the State of A.P.
4. The Tenderer shall clearly state their production and marketing experience in **De-oiled Neem Cake** business along with a declaration with no. of years.
5. The tenderer(s) at the time of submission of their tenders shall submit one sample as per technical standards/specifications indicated in **Annexure-II** for which they offered rate in the Price Bid (**in 1 Kg. packing with batch No., Mnfg. & expiry dates along with empty packing used for 40 Kg. pack**) for Physical verification/analysis purpose duly super scribing the name of the firm, failing which the tender application will be rejected. The analysis charges shall be borne by the qualified tenderer(s).

**C. INSTRUCTIONS TO TENDERERS:**

**Submission of tender:** The tender shall be submitted in two parts namely;

- A) **Technical Bid:** The technical bid shall be submitted as per **Annexure-I**, which contains details of organization etc., and all the documental evidences pertaining to supplying **De-oiled Neem Cake** along with their specifications.
- B) **Price Bid:** The Price Bid contains the details as indicated in **Annexure-IV**. The Tenderer shall quote the supply rate of each product Per Kg. inclusive of all Taxes FOL destination on Door Delivery basis. The rates quoted against each product shall be applicable for all packings proportionately.
1. The tenderer shall submit Technical and Price bids in covers sealed separately duly super scribing as **Technical/Price Bid** on the covers along with name and address of the tenderer. Both covers are to be placed in another sealed cover duly superscribing on the cover as **Tender for supply of Neem Cake 2010-11** addressed to the **VC & MD, APSAIDC Ltd., Hyderabad**.
  2. **Earnest Money Deposit** for an amount of **Rs.2,00,000/- (Rupees two lakhs)** shall have to be paid in the form of **Demand Draft** drawn in favour of **A.P.S.A.I.D.C.Ltd. payable at Hyderabad** and to be enclosed to the Technical Bid. The firms having EM (Part-II) certificate from Department of Industries are exempted from EMD. **Further, the Firms already participated in Previous 'De-oiled Neem Cake' Tender notified on 29.04.2010 and who submitted EMDs, need not submit fresh EMD amount of Rs.2,00,000/-.**
  3. The filled in tender schedules should be sealed and shall be deposited in the tender box kept at the Registered Office of the Corporation at Hyderabad.
  4. The last date for submission of sealed tenders is up to **12.00 Noon on 23.08.2010**. The opening of technical bid will be done at **2-00 P.M. on 23.08.2010** at the Regd. Office of the Corporation.
  5. The opening of technical bids will be done in the presence of tenderers or their authorized Representatives (with authorization letter) who choose to be present and preliminary scrutiny will be conducted by a Tender Committee.
  6. If the Tenderer is a Proprietary concern/Partnership Firm/Pvt.Ltd/Public Ltd. Company the proof of attested copies of the documents regarding the status of the Company/Firm should be attached with Technical Bid
  7. The authorized person representing the firm who is signing on the Tender documents and also participating in the Tender shall invariably attach a copy of authorization from the appropriate authority of the firm as per the By-laws of the firm/company.

8. The rates quoted in the Price Bid should be firm and **valid up to 31.03.2011**. The Corporation will not entertain any upward price revisions during the Validity period of tender. The validity period can be extended on mutual consent of both the parties.
9. All the columns of the tender forms shall be duly, properly and exhaustively filled in. The rates and units/packing size shall not be over written. The rates and units shall always be both in figures and words.
10. **The rate shall be quoted separating the VAT/other taxes from the basic price on FOL door delivery destination.**
11. All corrections, if any, must be signed by the tenderer before submission itself. In the even of faulty information, the Tender is liable for rejection.
12. The tenderer should sign on each and every page of Tender Schedules and on all the additional documents submitted along with Tender Schedules.
13. The VC & MD reserves the right to reject the tender even after opening of technical bid or price bid without assigning any reasons whatsoever. Further, the tenders can also be rejected due to delay in submission of documents sought for or if the tenderer was a defaulter already in the previous transactions of Government supplies.
14. The Tenders will be approved as per the rules of the Corporation. **The tender rates approved will be in force upto 31.3.2011.**
15. After opening of Tenders, if it is found that the rate quoted is not reasonable, the Corporation reserves the right to go for negotiations/re-tender.
16. The successful tenderers shall execute an agreement covering the terms and conditions on Rs.200/- Non Judicial stamp paper or as per the existing procedure at his cost and submit along with the acceptance letter within 7 days from the date of communication of acceptance of Bid by the Competent Authority.
17. The tenderer shall not sell products of same specification at a lower price than the rates offered to Corporation to any agency or person any where in A.P. If such incident is noticed, the Corporation shall restrict all payments to such a lower rate and take further action as deemed fit.
18. The required products shall be supplied with in **15 days** on placement of Purchase Orders.

19. On placement and acceptance of Purchase order, if the supplier does not perform his obligation as per the order such supplier will be blacklisted and Corporation reserve all rights to make alternative arrangements to procure them from any alternative source and the difference of cost paid, if any, will be recovered from the defaulting supplier through appropriate action.
20. Performance Guarantee deposit of **Rs.2,00,000/-** shall be paid in the shape of Demand Draft in favour of A.P.S.A.I.D.C.Ltd., payable at Hyderabad. This deposit will not carry any interest and shall be paid before entering into contract agreement on Rs.200/- non-judicial stamp paper duly notarized.
21. The performance guarantee of the successful tenderer who does not fulfill the obligation of supply of stocks as per orders/specification/packing/maintenance of quality shall be forfeited and alternative arrangements will be made for procurement of such products and any additional cost in this will be to the account of defaulter.
22. The tenderer is solely responsible for the quality of the stocks supplied under this tender as per specifications enclosed.
23. The Corporation's representative(s)/Competent Authority shall have the right to draw the samples and get the quality tested to ascertain their conformity to the standards as per specifications enclosed.
- 24. While dispatching the material to the destinations a copy of the analysis report of that particular batch shall be enclosed to the Delivery Challan. Copies of such analysis reports of all products and all batches shall be submitted in advance to A.P.Agros Officials as well as Departmental authorities to whom stocks are arranged by A.P.Agros.**
- 25. Materials supplied without analysis reports shall not be accepted by the Corporation.**
26. In the event of any materials failing to conform to the specifications on quality, the Corporation has the right to reject them out right and the payment for the stocks liquidated from the particular batch of material shall be withheld and the balance material shall be taken back by the supplier at his own cost and the supplier will be liable for prosecution as per statute.
27. The successful Tenderer shall replace the material due for expiry on receipt of intimation from Corporation with in week days time at his own cost.
28. The successful Tenderer shall not sublet or assign this contract or any part of it to other agencies.
29. The products supplied shall have **minimum shelf-life of One year** to facilitate distribution under Departmental schemes by the Corporation.

30. The products supplied shall be with sound packing. Damaged bags, if any, shall be replaced by the supplier with sound packing at his own cost.
31. The responsibility of quality and quantity (miss-branding/under weight) of the material supplied lies with the supplier only.
32. The A.P.S.A.I.D.C.Ltd., reserves the right to accept/reject/modify any or all the Tender clauses without assigning any reasons what so ever and its decision will be final.
33. All the material has to be supplied on "**CONSIGNMENT BASIS**" only. The balance un-sold/left over stocks at destinations at the end of season/ Distribution shall be taken back by the supplier at his own cost.
34. As the rates quoted are inclusive of VAT and other duties/taxes/cesses etc., while billing to the Corporation the VAT & other duties, if any, are to be shown separately.
35. Any taxes levied or leviable will be borne by the tenderer. In the event of non-payment of taxes/statutory dues, the Corporation shall have the right to recover the same from the tenderer.
36. The tenderer shall specify the supply point, whether local supply or interstate supply and accordingly quote the rate with applicable CST/VAT/taxes and other duties/cesses.
37. A.P.State Agro Industries Development Corporation Ltd., reserves the right to award the tender either in part or full or empanel on rate contract or to follow any other suitable procurement procedure. A.P.Agros at its sole discretion and without assigning any reason thereof, reserves the right to accept/reject any or all bids at any stage of the tender process.
38. In case of any dispute or difference arising out of the agreement between the two parties relating to any aspect of the agreement, the parties should attempt to settle the dispute through mutual and amicable discussions. If the dispute is not settled through such discussions, the matter shall be referred/settled as per provisions of Arbitration & Conciliation Act, 1996.
39. It is further to be agreed by both the parties that all the differences and disputes if not resolved as above, shall be got remedied through the Court of Law of Hyderabad jurisdiction only.
40. Bid can be rejected if at any stage of the procurement process, it comes to knowledge that any tenderer(s) is involved in any fraudulent practice or mis-representation of the facts or tried to influence the selection process or indulged in any corrupt activities in competing with others.

41. The manufacturer shall be liable for blacklisting and further prosecution, if they fail to adhere to the above conditions.
42. The Tender evaluation Committee will have the right to inspect the Mfg. Unit of the firm and if the Committee feels that the Company/firm not having the required machinery, technical personnel and other facilities like financial background and capacity to execute tender the approved bidder is liable for cancellation and EMD/Performance guarantee will be forfeited.
43. The Corporation or its representative shall have the right to inspect randomly the quantity of the material to ascertain its conformity to the standards of the contract.
44. The approved firm/firms shall enter into an agreement with the Corporation duly incorporating all the above terms & conditions.
45. Invitation to tender shall not confer any right on the tenderer to insist for supply orders.
46. The tenderer shall **list out all the documents** in Annexure-III attached to the Technical Bid.
47. Validity of Tender shall be 90 days from the date of submission.

**D. TERMS OF PAYMENTS:**

1. Payment for the stocks supplied shall be made on receipt of Certified Bills from the Branch Offices and funds from Department concerned. However, Corporation will try to affect payments within 90 days of receipt of funds from Concerned Department.

**Sd/-**  
**VICE CHAIRPERSON AND**  
**MANAGING DIRECTOR**

I/We have gone through the terms and conditions governing this tender and I/we would abide by the terms and conditions laid down in the tender schedule for supply of material.

Place:  
Date:

Signature of the Tenderer  
With seal