

ANDHRA PRADESH FOREST DEVELOPMENT CORPORATION LIMITED: HYDERABAD

Regd. Office: 6th Floor, Aranya Bhavan, OPP: RBI, Saifabad, Hyderabad – 500 004

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**NOTICE INVITING SEALED TENDER FOR EMAPNELMENT/ENGAGEMENT OF
TRANSPORT OPERATOR -CUM- CUSTOMS HOUSE AGENET (CHA) FOR EXPORT OF
RED SANDERS WOOD**

Ref: NO. 6.5.2003/RSW/CHA/2016.

Dt. 30/11/2016

The AP Forest Development Corporation Ltd., as authorized agent to Govt. of AP, for providing management services and export of RS wood, invites **Sealed Tenders from Transport operators cum CHA** for engagement/empanelment of CHAs for undertaking job of transportation from CWC godown, Renigunta, Loading at godown & Unloading at Loading port, handling, clearing, container stuffing, stevedoring and loading of Red Sander wood on vessel from Krishnapatnam/Visakhapatnam port of Andhra Pradesh and arranging inspections and obtain pre-shipment clearance from Customs Port & other Govt authorities (filing of shipping bill, obtaining "Let Export order", SDF/GR Form), obtaining Bills of Lading and other shipping documents, co-ordinate with CITES and NBA Authorities in obtaining certificate/clearance, co-ordinate with the agencies for DGFT license, Fumigation, Phytosanitary for export from India by APFDC on behalf of Govt. of AP.

I. QUALIFICATION CRITERIA FOR BIDDERS:

The bidder should fulfill the below mentioned criteria:

a. Technical:

- i. The bidder should be registered with Director General Shipping and a member of Federation of Freight Forwards Association of India (FFFAI) having valid CHA license.
- ii. The bidder should be fully conversant with custom formalities and possess required approvals/licenses from Port Authorities for cargo clearing, handling and stevedoring jobs, registered in India as Indian Company.
- iii. Should have handled RS wood/other goods worth Rs.5.00 Crores during last 3 Financial years. Certificate issued by Chartered Accountant to be enclosed.

b. Financial:

- i. The bidder should have positive net worth of at least Rs.5.00 Crore at the time of submission of bid. Certificate issued by Chartered Accountant to be enclosed.
- ii. The bidder should have minimum annual turnover Rs.2.00 Crores during the previous year or Rs. 5.00 Crores cumulative during the last 3 years. Certificate issued by Chartered Accountant to be enclosed.

II. SCOPE OF WORK:

- i. The cargo is stock of Red Sanders, a precious wood, in possession of AP Forest Department, stored at Central Warehousing Corporation (CWC) godown at Renigunta. The secured transportation of cargo, clearing and forwarding the goods is the essence of the services provided by the agency. The Agency shall act as a Transport operator cum Custom House Agent on behalf of APFDC and make arrangements to receive/take delivery of goods and coordinate all activities after receipt of Delivery Order, till shipment of goods. Such agency will take appropriate comprehensive insurance of goods so handed over by the APFDC from the CWC godown at Renigunta to till loading of cargo on the authorized vessel/container(s).
- ii. The weighment shall be recorded for each truck by the Agency and proof thereof shall be produced to APFDC. APFDC shall have the right to nominate its officials/or their representative to supervise the operations.
- iii. The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, shortage, criminal misappropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify APFDC for any loss, damage or pilferage to the goods, claim of whatsoever nature because of improper storage and handling of stock on behalf of APFDC.
- iv. The Agency shall not hypothecate or mortgage or create any Lien / Agency charges whatsoever on the goods received by them on behalf of APFDC. The Agency shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim.
- v. It shall be the responsibility of the Agency to make all arrangements like providing adequate labour, supervisors and other necessary equipments/tools, required for lifting the goods from the designated godown till containerization and loading onto the vessel.
- vi. The Agency to make all arrangements for shipment of goods in reputed Liners. The Agency has to make necessary arrangements of equipments such as crane, hooks, grab etc. for loading material onto the vessels.
- vii. For non delivery or short delivery of the consignments, APFDC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by APFDC shall be final and binding on the Agency.
- viii. It shall be the sole responsibility of Agency to protect the goods from damages, during transportation, stacking and loading onto the ship.
- ix. At the time of shipment, the Agency shall arrange safe transportation of containers from designated godown within port premises after pre-inspection, survey and weighment to wharf for effecting shipments through containers / bulk.

- x. The full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and APFDC shall have the right to recover such amount from the bills payable to the Agency.
- xi. The APFDC will provide the Invoices, Packing list, CITES application etc., and address the formal letter to the concerned authorities for clearance. The Agency shall arrange to prepare and immediately file with concerned authorities all documents like Shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weightment, etc. and obtain Clean / Shipped on Board Bill of Lading upon shipment. Any Agency charges/expenses in this regard are to be borne entirely by Agency. Any amendments required in the documents shall be carried out by the Agency at their own cost. The Agency shall be held fully responsible for any loss to APFDC on account of discrepancy in documents and the same shall be rectified by the Agency immediately and APFDC to be informed accordingly.
- xii. The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit such as - Certificate of Origin, Inspection Certificate, Packing List including Certificate from NBA etc. and shall be responsible for timely dispatch (within two days after shipment) of same to APFDC. In case of any delay in the dispatch of documents, Agency shall bear the interest loss due to delay in negotiation / realization of the export proceeds.
- xiii. Agency shall keep valid license granted to it by Customs / Port Authorities till the completion of the contract, if awarded. Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.
- xiv. Agency shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods by Sea / Rail / Road.
- xv. The bidder shall be responsible for employing suitable labour / workmen at the site as per the prevailing labour laws of India and APFDC shall not be responsible for any claims arising due to any mis-happening / accident of workmen deployed by the agency for Transportation of Red Sanders. It shall also be the sole responsibility of the bidder to protect Red Sanders from any damages during the transportation.
- xvi. APFDC will not be liable in any way in respect of the clearing agent's employees for claims arising out of workmen's compensation / other statutory obligations while carrying out the works.
- xvii. Bidders shall not assign, transfer, and sublet the work / obligations without prior written permission of APFDC. - Receive/taking delivery of goods on behalf of APFDC from nominated godown and coordinate all activities after receipt of Delivery Order, including identification of stocks with inspection agencies/ Agency's representative. - Recording of

all the goods received & shipped. - Transportation of approved goods from designated Depot on lot /MTs basis. Stuffing into containers and movement to ICD/Port. - Custom documentation, clearing, handling and arranging all pre-cargo & post shipment, shipping documents as mentioned in the Contract. - Loading into vessel including terminal handling Agency charges (In Containers). - Insurance coverage from the dispatch point till shipment (stock and transit insurance)

III. DETAILS OF RED SANDERS STOCK:

The details of Red Sanders stock is given here under:(For complete details refer to Annexure- I).

Auction date	GRADE	Quantity in MTs
19.12.2016	A (7 lots)	146.78
	B (18 lots)	428.801
	C (10 lots)	362.423
	35 lots	938.004
21.12.2016	A (7 lots)	172.766
	B (18 lots)	392.818
	C (9 lots)	427.289
	34 lots	924.04
23.12.2016	A (9 lots)	137.91
	B (12 lots)	270.634
	C (14 lots)	528.579
	35 lots	937.123
	104 Lots	2800.027

IV: EARNEST MONEY DEPOSIT & PERFORMANCE BANK GUARANTEE:

The bid shall be accompanied by EMD in the form of Demand Draft/ Pay Order for Rs. 1,00,000/- in favor of "The AP Forest Development Corporation Limited" payable at Hyderabad, along with documents in support of Technical & Financial criteria of the Bid. No interest will be payable on the EMD amount.

The successful bidder will be required to establish Performance Bank Guarantee (PBG) for 5% value of the tender cost within (7) working days from the date of issuance of Letter of Award (LOA). The PBG should be valid and enforceable/en-cashable up to 180 days from its date of issuance.

The PBG should be as per the prescribed format (ANNEXURE-I). In case the successful bidder fails to submit the PBG, APFDC reserves the right to forfeit the EMD.

V: GENERAL TERMS & CONDITIONS:

- i) The Red Sanders are in Log form and Bidder shall have to complete the operations within the time period and the agency will co-ordinate with APFDC officials.

- ii) The Agency will have to quote necessarily for all lots but it would be APFDC's discretion to allocate one / more or all the lots depending upon response of Bidders and performance of the Contract.
- iii) The bidder should not have been black listed by any government agency at the time of submission of bids. The bidder shall have to submit an affidavit for confirmation of the same as per ANNEXURE –II.
- iv) EMD of the unsuccessful Bidder(s) will be refunded within (10) working days without interest after finalization of the tender.
- v) Bidder shall keep APFDC fully indemnified against any claims, losses/damages, liabilities, proceedings etc., from any third party or otherwise arising out of / or in connection with this tender of transportation of Red Sanders and obtaining clearances/certification with connected departments/agencies in shipment for export of RS Wood.
- vi) APFDC reserves the right to accept or reject any or all the bids any time at its own discretion without assigning any reasons thereof.
- vii) APFDC may terminate the contract before the expiry of agreed period in case the performance of the bidder is not satisfactory, in which case APFDC's opinion shall be final and binding.
- viii) Bidder shall sign the format of Contract as per Annexure–IV as token of acceptance of the terms & conditions stated therein and enclose the same along with other tender documents to be submitted in the envelope for Technical Bid.

VI. SUBMISSION OF BIDS:

The bidders may download the tender document from our website www.apfdcl.com **or** www.forests.ap.gov.in **or** www.mstc.com.

The Bidders are required to submit offers in TWO BID SYSTEM i.e. in two separate closed envelopes, one super scribed as “**Technical Bid**” and the other as “**Price Bid**” as per formats given in ANNEXURE III-A and III-B respectively. Both the envelopes should be separately sealed and super scribed with Tender No., Date, Name & Address of the Bidder. Both envelopes should thereafter be kept in a single third envelope and sealed. This envelope should also be super scribed with the Tender No., Date, Name & Address of the Bidder and shall be addressed to – **Vice Chairman & Managing Director, AP Forest Development Corporation Ltd**, 6th Floor, Aranya Bhavan Hyderabad, PIN 500004. E-mail : vcmd_apfdc@yahoo.co.in. Offers over phone, fax or email will not be entertained.

1. The envelope super scribed as “**Technical Bid**” must contain the following:

- a Duly signed and stamped “**Technical Bid**” as per Annexure III-A.
 - b Copies of documents in support of bidders experience.
 - c Demand Draft / Pay Order of Rs. 1,00,000/- towards EMD.
 - d Signed and stamped copy of Tender Document.
 - e Copies of Registration Certificate with ROC, PAN No., Service Tax Regn. Certificate.
 - f Affidavit as per ANNEXURE II
 - g Self attested copy of audited annual accounts for the last 3 years.
 - h Copy of valid license/contract with Lorry owners for transportation.
 - i Copies of D.G. Shipping Certificate and FFFAI.
 - j Certificate from Chartered Accountant confirming Net Worth of Company on the date on submission of Bid.
 - k Authorization letter from Company for person authorized to sign above documents.
 - l Firm/Company Profile
2. The “Price Bid” sealed envelope shall contain Price Bid (showing prices quoted strictly as per the ANNEXURE III-B of tender document) duly signed and stamped by the bidder.

NOTE - Conditional offers or Offers with deviations are liable to be rejected at the sole discretion of APFDC. The Price Bids of only those bidders who qualify in the **Technical Bid** shall be opened.

The bids complete in all respects should be submitted in sealed envelope latest by 13:00 hrs. on 16.12.2016 in the tender box kept at the Reception in APFDC office at above mentioned address. All pages of Bid documents should be signed by Authorized Representative of the Bidders. No overwriting, erasing, interlineations etc. will be allowed. Offers should be submitted in APFDC’s Hyderabad Office only. The **Technical Bids** shall be opened on the same day at APFDC’s Hyderabad Office in the presence of the bidders/bidders’ representatives desirous to be present. The time schedule of opening and closing of tender is as follows:

Tender Closing Time/ Date 14:00 hrs. (IST) on 16.12.2016

Tender Opening Time/Date 15:00 hrs. (IST) on 16.12.2016

(Technical Bids)

The Price Bids of Bidders who qualify in the Technical Bid shall be opened at 15:00 hrs. (IST) on 17.12.2016.

VII. EVALUATION OF PRICE BIDS:

Price bids of only techno-commercially qualified bidders shall be opened. The price quoted by the bidder shall be checked for arithmetic correction, if any, based on rate filled by the bidder in the schedule of Rates.

VIII: PRE BID CONFERENCE:

A pre- Bid conference will be held on 12.12.2016 at 11:30 hrs at 6th Floor, Aranya Bhavan, OPP: RBI, Saifabad, Hyderabad – 500 004. E-mail: vcmd_apfdc@yahoo.co.in., wherein, only the interested Bidders can seek clarifications on issues related to the tender/ work.

IX: AWARD OF TENDER/CONTRACT:

The bidder, whose bid is accepted by APFDC, shall be issued Letter of Award (LOA) prior to expiry of bid validity. Bidder shall also be issued two unsigned contracts (in line with annexure –IV) for signature of the successful bidder. Bidder shall confirm acceptance within three (3) days of issuance of LOA by returning signed copy of LOA. APFDC's representative shall sign and retain one original signed contract and forward another original signed contract to the successful bidder

X: VALIDITY OF BID :

- i. The bidder agrees to and shall hold his bid valid for at least Six (6) months from the date of submission of bids.
- ii. However, the bidder agrees to extend the bid for a further period of (3) months on the existing terms and condition in case the same is desired by APFDC. The validity of the bids and its security may be extended for a further period on mutual consent.

XI. PERFORMANCE BANK GUARANTEE

- a) The Agency shall provide Performance Bank Guarantee in the prescribed format provided by APFDC from any Scheduled Bank excluding Co-operative Banks for 5% of the Award/Contract Value for proper performance of Agreement with a validity of the of 180 days.
- b) APFDC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency.

XII. RATES

- a) The Rates payable by APFDC to the Agency under various heads under this tender/contract shall be a consolidated Rate per MT which shall be inclusive of cost on all the mentioned services and exclusive of service-tax and other taxes, if any, as per statute.
- b) All pre-shipment / shipment inspection Agency charges shall be payable by CHA.

- c) All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into the vessel etc., would be to the account of Agency.
- d) The rates agreed with the Agency shall be in force during the pendency of the contract. There shall be no escalation in rates agreed to for whatsoever reason.

XII. TAXES:

- a) Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the Tender/Contract during the currency of the Agreement shall be solely borne by the Agency.
- b) Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement/certificate to this effect would be issued on completion of transaction at the time of settlement of bills.

XIII. SUBMISSION OF BILLS:

- a) The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Price Bid. APFDC/Buyer will process the bill and arrange to release amount as per Price Bid.
- b) While releasing payment to the Agency, the following deductions shall be made from the bills:-
 - i) TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.
 - ii) Losses or Damages suffered by APFDC for delay in movement beyond schedule given.
 - iii. Value of loss towards handling losses / shortages etc. suffered by APFDC.
 - iv) Loss or damage to property of vessel / port or godown, on account of negligent working of labourers of Agency.

XIV. SCHEDULE OF PAYMENT:

- a) 90% of the amount shall be released to the agency on completion of transportation at the designated port / loading on vessel, receipt of Bill of Lading and other shipping documents and submission of Bills.
- b) Balance 10% within 10 days after sailing of the vessel on completion of all documents.
- c) EMD will be released on satisfactory completion of services.

XV. CLAIMS

- a) Agency will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of APFDC. All claims will be lodged promptly

and within the prescribed time limit with customs, carriers, vessel agents and shipping lines, insurers, port trust, Municipal Authorities etc. (with a copy to APFDC) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract.

- b) No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by APFDC.

XVI: DISCLAIMER: APFDC may at its absolute discretion, shortlist, accept, disqualify, elect to abandon, reject any part or whole of the process without giving prior notice to the prospective party. APFDC reserves the right to cancel the Tender in totality without assigning any reason at any point of time. All information contained in this tender is issued bona-fide.

XVII: JURISDICTION :

The applicants hereto agree that the Courts and Tribunals at Hyderabad shall have exclusive jurisdiction to settle any or all disputes which may arise out of or in connection with this Tender. All disputes arising out of this Tender shall be decided in accordance with the laws of India.

XVIII: INDEMNITY :

The Bidder shall keep APFDC indemnified at all times against any claims / liabilities / proceedings etc., from any third party or otherwise arising out / or in connection with this Tender.

XIX: FORCE MAJEURE:

- a. During continuance of the Contract, APFDC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi-Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- b. If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then APFDC shall be excused from the obligations to that extent and APFDC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.

- c. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any claims/damages.
- d. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

XX:ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, Hyderabad and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be Hyderabad. The appropriate Courts in Hyderabad shall have exclusive jurisdiction and Indian laws shall govern this Contract.

**Tender for Transportation & Handling of Red Sanders
PERFORMANCE BANK GUARANTEE**

(To be executed by any 1st class Scheduled Bank)

The **Andhra Pradesh Forest Development Corporation Limited**, an Indian Company, represented by Sri P.K. Sarangi, S/o Sri Gourmohan Sarangi, aged about 57 years, Vice Chairman and Managing Director, 6th Floor, Aranya Bhavan, Saifabad Hyderabad – 500 004, hereinafter called the **APFDC**, which term shall include its successors in office and assigns, etc., has floated tender for appointment of Transport Operator- cum-CHA for export of Red Sanders from Krishnapatnam/Visakhapatnam, on the One Part.

AND WHEREAS M/s. _____ (hereinafter called the Applicant) has been declared successful in the bid for handling of ____ MT of Red Sanders.

AND WHEREAS one of the conditions of the Tender is that the successful bidder shall furnish Performance Bank Guarantee of 5% of the value of the Contract.

AND WHEREAS, we _____ Bank (hereinafter called the 'Bank') which term shall include its successors and assigns, have agreed to furnish Bank Guarantee on behalf of the Applicant in favour of APFDC, under this Bank Guarantee.

NOW THIS GUARANTEE MADE ON _____ WITNESSETH AS UNDER

1. Against Contract No./LOA _____ Dated _____ entered into between the APFDC (hereinafter called the 'APFDC') and M/s _____ (hereinafter called the Agency) this is to confirm that at the Rs..... without demur, protest or contest, reference to Applicant and without any condition or proof as soon as a first demand in writing is received from APFDC Limited, for any failure /default in performing any term and condition of handling agency agreement No..... Any such demand made on the Bank by APFDC shall be final and conclusive and binding on us 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.....
2. We also undertake to pay to APFDC any money so demanded notwithstanding any dispute or disputes raised by applicant or any other party in any proceedings pending before any Court of Tribunal, our liability under this presents being absolute and unequivocal. The payment made by us under Guarantee this shall be valid discharge of our liability for payment therein and the applicant shall have no claim against us for making such payment.
3. We further agree that APFDC 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 tender or extend and encashment of Guarantee any of the powers exercisable by APFDC against the said applicant and to forebear or enforce any part of the terms & conditions relating to the said tender notice and we, shall not be relieved from our liabilities under this guarantee by reasons of any such variations or extensions being granted to the said buyer/ Clearing Agent or for any forbearance Act or Omission on the part of APFDC, or any indulgence by APFDC to the Applicant or by any other matter or thing under the relating Contract would, but for this Provision have the effect of so relieving us from our liability under this performance guarantee.

4. This Guarantee is valid for a period of 180 days from the date of issue and claim against this Guarantee can demanded on us upto six months from the date of expiry of Guarantee period and we undertake to pay the amount to APFDC by demand draft across the counter.
5. We shall forthwith irrevocably bind ourselves and undertake to pay to APFDC the amount claimed by it upto the amount guarantees hereunder. In case the Bank fails to pay the amount to APFDC on the date of APFDC's demand in writing, then the Bank shall be liable to APFDC over and above the amount claimed by APFDC interest thereon @ 18% per annum from the date of claim upto the date of actual payment and the aforesaid Guarantee shall stand enhanced to the extent of the said interest payable by the Bank as aforesaid and for the period delayed by the Bank for the payment of Bank Guarantee to APFDC. The payment of interest by the Bank on delayed payment as aforesaid shall not prejudice in any other manner any other legal right of APFDC against the Applicant under this Guarantee.
6. We, undertake not to revoke this Guarantee during its currency except with the previous consent of APFDC in writing.
7. This Guarantee will not be discharged due to change in the constitution of the Bank or the applicant.
8. Notwithstanding anything contained herein, our liability under this Guarantee shall be limited to a sum of Rs.....(in words)..... And shall stand completely discharged and the right of APFDC under this Guarantee shall stand extinguished if no claim is made upon us in writing on or before.....

We have the power to issue this Guarantee in your favour under the charter of our Bank and the undersigned has full powers to execute this Guarantee under the Power or attorney Guaranteed to the undersigned by the Bank.

Signed and delivered this.....day of....., 2016 at HYDERABAD.

Sign. Of Authorized Official of Bank

Witnesses:

AFFIDAVIT (On stamp paper of Rs.100/-)

Affidavit of _____ S/o _____ aged about _____ R/o _____ I, the above named deponent do hereby solemnly affirm and declare as under:

1. That, I _____ am working as _____ in _____ (Name & address of Company) and am authorized to sign and execute documents on behalf of the company.
2. That bidder is submitting a bid in response to invitation of bid for Transport operator- cum-CHA for transportation, clearing and handling of Red Sanders stock from CWC godown, Renigunta and loaded onto vessel at Krishnapatnam/Visakhapatnam port.
3. I hereby confirm and declare that none of my Group / Sister companies is participating / submitting the tender.
4. That, I hereby confirm and declare that no order for blacklisting, delisting , put on holiday / Banning of the bidder has been passed for participation in tenders issued by any of the Government / Semi Government companies, Departments / PSUs which is still in force for the last 2/3 years.

That I further undertake that in case and if at any point of time the declarations given above are found to be incorrect or false, APFDC shall have the full right to terminate the contract and take any action as per applicable laws for breach of contract including forfeiture of EMD / Performance Bank Guarantee.

DEPONENT

Verification:

Verified at on(date) that the contents of my above affidavit are true and correct to the best of my knowledge. No part of it is false and nothing material or relevant information has been concealed or falsely stated therein.

DEPONENT

Place :

Date :

ANNEXURE III-A

ANDHRA PRADEH FOREST DEVELOPMENT CORPORATION LIMITED

(A Government of Andhra Pradesh Undertaking)

APPLICATION & TECHNICAL BID FORM FOR ENGAGEMENT OF TRANSPORT OPERATOR- CUM-CHA

1.	Name & communication address of Bidder	
2.	Website address & E-mail ID,:	
3.	Contact Telephone Nos, Mobile no, Fax No.	
4.	Name of Proprietor / Owner / Partner to deal with Mobile no & Fax No.	
5.	Name of the Authorized person other than at (3). Mobile no & Fax No.	
6.	a) Transport operator's & Customs house license number of agency	
	b) Stevedoring license number of agency	
	c) Letter of authorization from government port(s) issued to agency/associate	
7.	Name & Address of bankers	
	A/c No	
	IFSC / NEFT Code	
8.	Whether owning lorries for undertaking transportation job from nominated godown to wharf	
	a. No of covered lorries / trailers owned	
	b. No of lorries / trailers can be mustered	
9.	Income tax permanent account number of Bidders	
10.	Income Tax Return: for last 3 years (to enclose certified photocopies)	
10.	Annual turnover & financial statement for the last 3 years. (to enclose certified photocopies of Profit & Loss A/C and Balance Sheet)	
11.	Service Tax registration no details (to enclose certified photocopies)	

12	Details of experience with Orders executed (Bidders may provide detail in separate sheet, if required, with proof. Year, Name of Client, Products handled, Quantity Handled (MTs), Value of Cargo Handled (INR) 2015-16, 2014-15 2013-14				
	Year	Name of the client	Products handled	Qty handled(MTs)	Value of Cargo Handled(INR)
	2015-16				
	2014-15				
	2013-14				
13	Certified copies of documents required with Bid				
14	Any other relevant information				

M/s. _____ do hereby declare that the contents filled in the above Bid have been filled by us and are correct to the best of my knowledge and belief and nothing has been concealed thereof. We confirm that we will follow the Rules & Regulations already framed and to be framed for the purpose of enlistment by APFDC Ltd.

Signature of Bidder with Stamp

Place :

Date :

ANDHRA PRADEH FOREST DEVELOPMENT CORPORATION LIMITED

(A Government of Andhra Pradesh Undertaking)

PRICE BID

Total Lump sum charges in figures (Rs.00) and in words (Rupees only) for engagement/empanelment of CHAs for undertaking job of transportation from CWC godown, Renigunta, Loading at godown & Unloading at Loading port, handling, clearing, container stuffing stevedoring and loading of Red Sander wood on vessel from Krishnapatnam/Visakhapatnam port, Andhra Pradesh and arranging inspections and obtaining required clearances from CITES, Customs department etc., for export from India by APFDC on behalf of Govt. of AP.

Sl. No.	Name of the Depot	e-Auction Lot No.	Weight (in MTs)	Rate per MT in INR (5)		Total amount in INR (Col.4 x 5)		Rate of Service tax and others
				Krishna-patnam	Visakha-patnam	Krishna-patnam	Visakha-patnam	
1	2	3	4	5(a)	5(b)	6(a)	6(b)	7
1	Red Sanders Depot (CWC Godown, Renigunta)	CTR-e1	28.581					
2		CTR-e2	24.378					
3		CTR-e3	24.778					
4		CTR-e4	43.289					
5		CTR-e5	22.702					
6		CTR-e15	27.803					
7		CTR-e16	26.529					
8		CTR-e17	25.749					
9		CTR-e18	24.021					
10		CTR-e19	20.438					
11		CTR-e20	22.145					
12		CTR-e21	25.196					
13		CTR-e22	19.783					
14		CTR-e23	36.931					
15		CTR-e24	38.809					
16		CTR-e105	2.712					
17		RJPT-e25	23.250					
18		RJPT-e26	26.362					
19		RJPT-e27	20.551					
20		RJPT-e28	24.588					
21		RJPT-e29	22.715					
22		RJPT-e30	18.995					
23		RJPT-e31	24.743					
24		RJPT-e32	25.305					
25		RJPT-e33	40.179					
26		RJPT-e34	24.228					
27		RJPT-e35	38.596					
28		RJPT-e36	20.656					
29		RJPT-e37	25.080					
30		RJPT-e38	22.357					
31		RJPT-e39	25.280					
32		RJPT-e40	41.130					
33		RJPT-e41	39.840					
34		RJPT-e42	19.141					

35	RJPT-e43	41.164					
36	TPT-e6	45.264					
37	TPT-e7	6.631					
38	TPT-e8	21.023					
39	TPT-e9	17.545					
40	TPT-e10	27.541					
41	TPT-e11	23.610					
42	TPT-e12	21.990					
43	TPT-e13	23.388					
44	TPT-e14	22.989					
45	TPT-e47	28.770					
46	TPT-e48	26.935					
47	TPT-e49	29.960					
48	TPT-e50	26.295					
49	TPT-e51	23.568					
50	TPT-e52	25.099					
51	TPT-e53	22.646					
52	TPT-e54	22.735					
53	TPT-e55	23.412					
54	TPT-e56	22.400					
55	TPT-e57	24.139					
56	TPT-e58	23.511					
57	TPT-e59	14.055					
58	TPT-e60	27.960					
59	KDP-e64	22.557					
60	KDP-e65	20.186					
61	KDP-e66	25.213					
62	KDP-e68	40.467					
63	KDP-e69	41.769					
64	RJPT-e44	41.415					
65	RJPT-e45	33.023					
66	RJPT-e46	12.449					
67	PDT-e74	49.290					
68	PDT-e75	47.161					
69	PDT-e77	39.904					
70	TPT-e61	25.330					
71	TPT-e62	29.450					
72	TPT-e103	1.736					
73	TPT-e104	7.785					
74	TPT-e106	5.471					
75	KDP-e63	21.555					
76	KDP-e67	24.867					
77	KDP-e70	18.345					
78	KDP-e71	23.052					
79	KDP-e72	18.676					
80	KDP-e73	19.851					
81	PDT-e76	23.989					
82	PDT-e79	23.573					
83	PDT-e80	18.989					
84	PDT-e82	40.961					
85	PDT-e83	38.671					
86	PDT-e84	39.497					
87	PDT-e85	21.362					
88	PDT-e86	24.902					

89		PDT-e87	24.715					
90		PDT-e88	24.778					
91		PDT-e89	28.120					
92		PDT-e90	25.738					
93		NLR-e91	38.811					
94		NLR-e92	38.063					
95		NLR-e93	20.168					
96		NLR-e94	41.889					
97		NLR-e95	19.757					
98		NLR-e96	40.980					
99		NLR-e97	41.835					
100		NLR-e98	41.399					
101		NLR-e99	40.418					
102		NLR-e100	40.195					
103		NLR-e101	40.365					
104		NLR-e102	1.830					
	TOTAL		2800.027					

BIDDER SHALL QUOTE PER MT AND LOT-WISE BASIS FOR ALL THE SERVICES MENTIONED UNDER SCOPE OF WORK. Rate shall be a consolidated one, which shall be inclusive of cost on all the mentioned services excluding service tax and other taxes payable to bidder, if any, as per statute.

Note : Any new local taxes or duties / levies coming into effect after Award of the tender to be paid for transportation of Red Sanders.

Seal & Signature of the Bidder

**AGREEMENT FOR ENGAGEMENT/EMPANELMENT OF TRANSPORT
OPERATOR- CUM-CHA**

This agreement is made on ____ day of _____, 2016 between APFDC Limited, (6th Floor, Aranya Bhavan, OPP: RBI, Saifabad, Hyderabad – 500 004, Phones: 23319503, 23394392, 23392776 Fax: 040-23320032 E-mail ID : vcmd_apfdc@yahoo.co.in, hereinafter called “APFDC” (which expression unless excluded by or repugnant to the context shall include its successors and assigns) of the one part AND M/s (Name & address, telephone, fax, mail ID of Agency) hereinafter called the AGENCY (which expression, shall unless excluded by or repugnant to the context, shall include its successors and assigns) of the other part.

WHEREAS APFDC has agreed to appoint the Agency for transportation, handling & all other work related to export of Red Sanders and the Agency has agreed to perform all the work assigned to them by APFDC on the terms & conditions hereinafter mentioned.

NOW it is hereby mutually agreed and declared by and between the parties hereto as follows:

1. DUTIES & RESPONSIBILITYTIES OF AGENCY/ SCOPE OF WORK:

- i. The cargo is stock of Red Sanders, a precious wood, in possession of AP Forest Department, stored at Central Warehousing Corporation (CWC) godown at Renigunta. The secured transportation of cargo, clearing and forwarding the goods is the essence of the services provided by the agency. The Agency shall act as a Transport operator cum Custom House Agent on behalf of APFDC and make arrangements to receive/take delivery of goods and coordinate all activities after receipt of Delivery Order, till shipment of goods. The Agency will ensure that only approved goods are transported and loaded. Such agency will take appropriate comprehensive insurance of goods so handed over by the APFDC from the CWC godown at Renigunta to Krishnapatnam/Visakhapatnam, till loading of cargo on the authorized vessel/container(s).
- ii. The weighment shall be recorded for each truck by the Agency and proof thereof shall be produced to APFDC. APFDC shall have the right to nominate its officials/or their representative to supervise the operations.
- iii. The Agency shall accept full responsibility for safety and security of the cargo and any act of theft, shortage, criminal misappropriation and breach of trust in respect of goods entrusted to the Agency by any such event. The Agency shall be fully responsible and indemnify APFDC for any loss, damage or pilferage to the goods, claim of whatsoever nature because of improper storage and handling of stock on behalf of APFDC. The compensation for loss/damage shall be payable to APFDC at the rate as ascertained by

APFDC.

- iv. The Agency shall not hypothecate or mortgage or create any Lien / Agency charges whatsoever on the goods received by them on behalf of APFDC. The Agency shall also have no right to withhold the delivery of the goods in any circumstances for whatever reason irrespective of any of their part-claim.
- v. It shall be the responsibility of the Agency to make all arrangements like providing adequate labour, supervisors and other necessary equipments/tools, required for lifting the goods from the designated godown till containerization and loading onto the vessel.
- vi. APFDC's buyers would be nominating vessels. The Agency has to make necessary arrangements of equipments such as crane, hooks, grab etc. for loading material onto the vessels.
- vii. For non delivery or short delivery of the consignments, APFDC shall reserve the right to impose penalty at the rate to be determined by it from time to time in addition to recovering the cost of the material. Such determination of penalty by APFDC shall be final and binding on the Agency.
- viii. It shall be the sole responsibility of Agency to protect the goods from damages, during transportation, stacking and loading onto the ship. The Agency shall maintain a proper account of quantity lifted from the godown and submit report to APFDC.
- ix. At the time of shipment, the Agency shall arrange safe transportation of containers from designated godown within port premises after pre-inspection, survey and weighment to wharf for effecting shipments through containers / bulk.
- x. In case of shipment of goods in bulk, full details of the quantity of Red Sanders shall be kept by the Agency shipment-wise. Any shortage will be to the account of Agency and APFDC shall have the right to recover such amount from the bills payable to the Agency.
- xi. The APFDC will provide the Invoices, Packing list, CITES application etc., and address the formal letter to the concerned authorities for clearance. The Agency shall arrange to prepare and immediately file with concerned authorities all documents like Shipping bill, GR form, invoices, obtain custom clearance, arrange pre-shipment survey, sampling/weighment, etc. and obtain Clean / Shipped on Board Bill of Lading upon shipment. Any Agency charges/expenses in this regard are to be borne entirely by Agency. Any amendments required in the documents shall be carried out by the Agency at their own cost. The Agency shall be held fully responsible for any loss to APFDC on account of discrepancy in documents and the same shall be rectified by the Agency immediately and APFDC to be informed accordingly.
- xii. The Agency shall prepare all shipping documents strictly as per the terms of Letter of Credit such as - Certificate of Origin, Inspection Certificate, Packing List including Certificate from NBA etc. and shall be responsible for timely dispatch (within two days after shipment) of same to APFDC. In case of any delay in the dispatch of documents, Agency

- shall bear the interest loss due to delay in negotiation / realization of the export proceeds.
- xiii. Agency shall keep valid license granted to it by Customs / Port Authorities till the completion of the contract, if awarded. Agency will be required to perform all duties prescribed under Custom Act & Custom House Regulations as amended from time to time.
 - xiv. Agency shall keep themselves fully conversant and familiar with the laws, rules, regulations and procedures framed by Port Trust, Customs, DGFT and other concerned authorities for clearance and carriage of goods by Sea / Rail / Road.
 - xv. The bidder shall be responsible for employing suitable labour / workmen at the site as per the prevailing labour laws of India and APFDC shall not be responsible for any claims arising due to any mis-happening / accident of workmen deployed by the agency for Transportation of Red Sanders. It shall also be the sole responsibility of the bidder to protect Red Sanders from any damages during the transportation.
 - xvi. APFDC will not be liable in any way in respect of the clearing agent's employees for claims arising out of workmen's compensation / other statutory obligations while carrying out the works.
 - xvii. Bidders shall not assign, transfer, and sublet the work / obligations without prior written permission of APFDC. - Receive/taking delivery of goods on behalf of APFDC from nominated godown and coordinate all activities after receipt of Delivery Order, including identification of stocks with inspection agencies/ Agency's representative. - Recording of all the goods received & shipped. - Transportation of approved goods from designated Depot on lot /MTs basis. - Stuffing into containers and movement to ICD/Port. - Custom documentation, clearing, handling and arranging all pre-cargo & post shipment, shipping documents as mentioned in the Contract. - Loading into vessel including terminal handling Agency charges (In Containers). - Insurance coverage from the dispatch point till shipment (stock and transit insurance)

2. MAINTENANCE OF RECORDS/ SUBMISSION OF REPORT:

- a) The Agency shall maintain proper upto date record of goods, shipped vessel wise and submit to APFDC as and when demanded.
- b) The Agency shall obtain Insurance Policy in respect of Workmen deployed by it to cover the workmen's compensation to be paid in case of accidents / mishaps arising out of any activity in the course of employment.
- c) The rates mentioned in Price Bid shall include all costs and expenses and Agency is responsible for effecting all payments to labourers and adhering to all statutory requirements thereof.

3. PERFORMANCE BANK GUARANTEE

- a) The Agency shall provide Performance Bank Guarantee in the prescribed format provided by APFDC from any Scheduled Bank excluding Co-operative Banks for 5% of

the Award/Contract Value for proper performance of Agreement with a validity of the of 180 days.

- b) APFDC shall be within its right to invoke the PBG at its sole discretion towards the sums payable under this Agreement for any breach by the Agency.

4. RATES

- a) The Rates payable by APFDC to the Agency under various heads under this tender/contract shall be a consolidated Rate which shall be inclusive of cost on all the mentioned services and inclusive of service-tax and other taxes, if any, as per statute.
- b) All pre-shipment / shipment inspection Agency charges shall be payable by CHA.
- c) All losses including demurrage, detention arising out of the delay in movement / containerization and also loading into the vessel etc., would be to the account of Agency.
- d) The rates agreed with the Agency shall be in force during the pendency of the contract. There shall be no escalation in rates agreed to for whatsoever reason.

5. TAXES:

- a) Any Statutory Tax levied by the Central/State Government for undertaking the jobs stated in the Tender/Contract during the currency of the Agreement shall be solely borne by the Agency.
- b) Income Tax or any other tax levied by State/Central Govt. during the pendency of the Agreement would be deducted from the bills of Agency as per rules and a statement/certificate to this effect would be issued on completion of transaction at the time of settlement of bills.

6. SUBMISSION OF BILLS:

- a) The Agency shall submit their bills in duplicate on shipment basis strictly as per rates specified in Price Bid. APFDC/Buyer will process the bill and arrange to release amount as per Price Bid.
- b) While releasing payment to the Agency, the following deductions shall be made from the bills:-
 - i) TDS, if any, as per prevailing provisions of the Income Tax Act and any other tax levied by the State/Central Govt. during the currency of the agreement.
 - ii) Losses or Damages suffered by APFDC for delay in movement beyond schedule given.
 - iv. Value of loss towards handling losses / shortages etc. suffered by APFDC.
 - iv) Loss or damage to property of vessel / port or godown, on account of negligent working of labourers of Agency.

7. SCHEDULE OF PAYMENT:

- a) 90% of the amount shall be released to the agency on completion of transportation at the designated port / loading on vessel, receipt of Bill of Lading and other shipping documents and submission of Bills.
- b) Balance 10% within 10 days after sailing of the vessel on completion of all documents.
- c) EMD will be released on satisfactory completion of services.

8. CLAIMS :

- a) Agency will not be paid any extra remuneration for lodging, pursuing and settlement of claims with various agencies on behalf of APFDC. All claims will be lodged promptly and within the prescribed time limit with customs, carriers, vessel agents and shipping lines, insurers, port trust, Municipal Authorities etc. (with a copy to APFDC) and pursue the same till they are settled. This obligation of the Agency shall continue notwithstanding the expiry of this contract.
- b) No claim for any miscellaneous or sundry expenses, incurred by the Agency shall be entertained by APFDC.

9. RIGHTS OF APFDC:

- a) In the event of Agency not observing any of the terms and conditions, APFDC has right to terminate the Award and to make alternative arrangements and also recover from the Agency all consequential losses suffered by APFDC.
- b) Customs House Agent will have to quote necessarily for all lots but it would be APFDC's discretion to allocate one / more / all the lots depending upon response of Bidders and performance of the Contract.
- c) APFDC reserves the right to appoint any outside Agency to supervise any or all the operations at any point of time at its cost.
- d) APFDC has right to inspect the Cargo under the custody of the Agency at any time and verify relevant records/documents.

10. ASSIGNMENT OR SUB-LETTING OF CONTRACT

The Agency shall not sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly without the previous written permission of APFDC. For any subcontract entered into by the Agency with the consent of the APFDC the Agency shall continue to be entirely and solely responsible for the execution of the Contract by such sub-contractor.

11. HANDLING LOSS/ SHORTAGE

- a) The gross quantity of the Cargo loaded from godowns / any other Government agency on 100% weight basis i.e. LR quantity shall be the quantity to be considered for accounting. The difference between LR quantity and B/L quantity shall be handling loss. Agency shall assume the full responsibility for loss.
- b) APFDC will have a right to recover the loss from the bills of the Agency as per the rates ascertained by APFDC.

12. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration, New Delhi and the Award made in pursuance thereof shall be binding on the parties. The venue for Arbitration shall be New Delhi. The appropriate Courts in New Delhi shall have exclusive jurisdiction and Indian laws shall govern this Contract.

13. FORCE MAJEURE

- i. During continuance of the Contract, the APFDC shall not be held liable or responsible for any loss, claims or demand of any nature whatsoever, and shall not be deemed in breach of the contract because of any delay or failure in observing or performing any of the conditions or provisions in whole or part thereof, if such delay or failure is caused by or arises out of any circumstances whatsoever beyond Agency's control including (but without limiting the generality of the foregoing) declared or undeclared war, hostility, civil commotion, quarantine, sabotage, blockade, revolution, police action, riots or disorders, embargoes or trade restrictions of any sort, Government or quasi Government action, acts of God, fire, flood, earthquakes, storms, tides or tidal waves, explosion, accident, radiation, strike, lockouts, or other disputes or epidemic.
- ii. If by reason of any cause beyond the control of Agency there is any curtailment or suspension of services, then agency shall be excused from the obligations to that extent and APFDC shall not be bound to arrange delivery/ services by way of hiring or otherwise from other sources.
- iii. If the operation of such conditions continues to exceed three month, either party shall have the right to refuse further performance of the agreement in which case neither party shall have the right to raise any

- iv. The party which is unable to fulfill its engagement shall immediately inform the other party of the existence and of the termination of the circumstances preventing the performance of their obligation.

14. INDEMNITY

The Bidder shall keep APFDC indemnified at all times against any claims/ liabilities/ proceedings etc., from any third party or otherwise arising out / or in connection with this Tender. Without prejudice to any other provisions in this Contract, the Agency shall be bound to keep 'APFDC Ltd" or any representative or employee of APFDC and its properties and assets fully indemnified at all times notwithstanding the expiry of the contract against any action, claim or proceedings for any reason whatsoever or under any applicable provision of law, rules, regulations, bye-laws, notifications, direction or order enforceable by law for anything done or omitted to be done by the Agency in contravention of such provisions etc., for the infringement or violation thereof by him in the course of execution or completion of the work under this contract, and if as a result of any such action, claim or proceedings the Agency or such representative of APFDC as the case may be, is adjudged to be liable to penalties or to pay any compensation, the same shall be the liability of the Agency and, if APFDC is required for any reason to take-over the liability, APFDC shall deduct all such amount arising out of such liabilities from the Security Deposit / Performance Guarantee lying with APFDC under this contract or any other contract/agreement without prejudice to any other right/remedies available with APFDC in law or otherwise.

15. AMENDMENT

Any alternatives / amendments, changes, modifications, addition/deletion to this tender shall be valid only when both the parties to said tender mutually agree in writing and sign the amendment(s).

16. NOTICES

Any notices by either party to the other shall be deemed to have been properly given if sent by Speed Post or mailed to the said party by registered post at the address set forth in the preamble to the tender contained herein unless and until another address shall have been specified in writing by either of the parties to the tender.

17. VALIDITY

- a) This Bid shall be valid for a period of 180 days commencing from the date of its execution/signing by the parties. However, the Bid may be extended by mutual consent of the parties.

- b) APFDC reserves the right to extend this Bid for further period of 3 (three) months on existing terms & conditions on its sole discretion.
- c) APFDC may terminate the Bid / Offer at any time before expiry of said period or of extended period, if any, if the performance of Agency is not satisfactory, in which APFDC's opinion shall be final, conclusive and binding. Such termination shall be effective from the date specified in notice issued in writing to the Agency. If the Agency fails to do job, perform, render, execute, fulfill keep, carry out, handle any, each and every of their work, services, obligations, responsibilities and liabilities hereunder, APFDC shall in its sole discretion will be entitled to terminate the Bid awarded to the Agency hereunder at their risk, cost and consequences and without involving APFDC in any liability in that regard. In such an event, APFDC shall be entitled to make alternative arrangements for getting the work and services awarded to the Agency hereunder and the Agency will be liable to make good to APFDC the loss, damages and costs and expenses which APFDC may have to suffer or bear as a result of its having to make such arrangements
- d) In the event of any doubts to the interpretation of any of the clauses herein contained, the interpretation or clarification provided by APFDC shall prevail and shall be final and binding on the Agency.
- e) In the case of terminating the Agreement, during the notice period, both parties shall make settlement of outstanding payments and return all relevant documents belonging to each party.

18 GENERAL CLAUSE

- a) The Agency shall have their registered office at the port town/near the port town/container depot with e.mail, fax and telephone facilities. APFDC shall not bear any expenses on account of STD/Trunk Call, Fax, e.mail or telegram/courier sent to APFDC Office.
- b) The Agency shall have to undertake necessary liaison/follow-up with Government Agencies & various agencies, as may be required, for smooth operation of Agreement from time to time.
- c) Throughout this tender period, Agency shall undertake and perform all operations to the satisfaction of APFDC.
- d) It is expressly understood and agreed by and between APFDC and Agency that APFDC is entering into this Contract on behalf of Govt of AP. Agency expressly agrees, acknowledge and understand that APFDC is an agent of the Government of AP.

19. The AGENCY has deposited EMD of Rs. 1,00,000/-with APFDC. In case, the AGENCY fails either to forward the signed contract within three working days from the date of issuance of contract by APFDC or fails to establish a Performance Bank guarantee as per Clause 3 above, APFDC will have the right to forfeit the EMD and to take action as deemed fit.

20. DISCLOSURES:

The associate hereby agrees that in case he commits a default in the payment or repayment of any amount due against them, APFDC will have an unqualified right to disclose or publish the details of the default including the name of Associate and its Director/Partners, as applicable. The associate hereby also authorizes APFDC to exchange, share or part with all the information relating to the party's details and repayment history information and all the information pertaining to and contained in the terms or as expressed in the Agreement to relevant Government authorities/departments etc.

21. CONFIDENTIALITY

This Agreement, its provisions and existence as well as any Commercial Data including Price or Technical data and any information provided in accordance herewith to the other party shall be considered as confidential. Such information shall not be disclosed to any third party unless required by any applicable Law or Authorized in writing by the other party.

All such information shall be used by the other party only for the purpose of performance of this Agreement. The restrictions here-in-above shall not apply to any information generally available to the public or received in good faith from a third party without restriction. The parties hereto agree to keep as confidential all documentation furnished or received by either party at any time in connection with this Agreement.

This provision, as far as practicable, shall apply to all the concerned officials of either party. This clause shall survive upon termination of this Agreement.

IN WITNESS WHEREOF the APFDC and Agency have hereto, respectively set their hands with free will and consent and in sound health on this the ... day of ... , 2016 at Hyderabad.

**Signature of
authorized official of agency**

**Signature of
authorized official of APFDC**

Witness

Witness