



(A State Government Undertaking)

## **REQUEST FOR PROPOSAL**

EMPANELMENT OF SUPPLIERS THROUGH NeML e-REVERSE AUCTION PLATFORM FOR SUPPLY OF 10,000 MTs OF RAW FORTIFIED RICE KERNELS (RAW RICE FRK ) WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS TO BUFFER GODOWNS/ OTHER DESTINATIONS IN ANDHRA PRADESH STATE.

Regd. Office:: 10-152/1, Ashok Nagar,  
Bandar Road, Vijayawada – 520007

Web site : [www.apscscl.in](http://www.apscscl.in)

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IMPARTANT INFIRMATION		
S. No	ITEM	DESCRIPTION
1	DEPARTMENT NAME	ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LTD.,
2	TENDER SUBJECT	ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED-EMPANELMENT OF SUPPLIERS FOR SUPPLY OF RAW FORTIFIED RICE KERNEL (RAW RICE FRK )WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS
3	BID DOCUMENT DOWNLOAD START DATE	22.12.2023
4	LAST DATE AND TIME FOR RECEIPT OF TECHNICAL DOCUMENTS	01.01.2024
5	E- REVERSE AUCTION DATE	03.01.2024
6	TENDER INVITING AUTHORITY	VICE CHAIRMAN AND MANAGING DIRECTOR (VC&MD), AP STATE CIVIL SUPPLIES CORPORATION LIMITED
7	ADDRESS	HEAD OFFICE:10-152/L, SRI SAI TOWERS, ASHOK NAGAR, BANDAR ROAD, KANURU, VIIAYAWADA - 520007
8	E-MAIL ID :	<a href="mailto:fortification-apcsc@ap.gov.in">fortification-apcsc@ap.gov.in</a>

**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION  
LIMITED**

**(A STATE GOVERNMENT UNDERTAKING)**

Head Office:10-152/1, Sri Sai Towers,  
Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

EMPANELMENT OF SUPPLIERS THROUGH NeML e-REVERSE AUCTION PLATFORM FOR SUPPLY OF 10,000 MTs OF RAW FORTIFIED RICE KERNELS (RAW RICE FRK ) WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS TO BUFFER GODOWNS/ OTHER DESTINATIONS IN ANDHRA PRADESH STATE.

The APSCSCL has invited applications from the Raw Fortified Rice Kernel (Raw Rice FRK) Manufacturers from all over India for appointment of suppliers to supply Fortified Rice Kernel as per FSSAI Standards through participation in the e-reverse auction conducted through NCDEX e-Markets Limited (NeML) Portal on behalf of Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL).The procedure for enrolment, registration and terms and conditions of supply under the NCDEX e-Markets Limited (NeML) auction mode for supply of Fortified Rice Kernel (Raw Rice FRK) is detailed below:

• **SCOPE OF WORK:-**

- The A P State Civil Supplies Corporation Ltd Vijayawada (herein after referred to as 'Corporation' or 'APSCSCL') invites tenders for "Appointment of suppliers to supply 10,000 MTs of Raw Fortified Rice Kernels (FRK) with Three (3) Micro Nutrients viz., IRON, FOLIC ACID AND VITAMIN B12 in 20 Kg Bag as per FSSAI Standards" through participation in the e-reverse auction conducted through NCDEX e-Markets Limited (NeML) Portal. The Fortified Rice Kernel (FRK) Manufacturers from all over India are eligible to participate in the reverse e-auction to be conducted by APSCSCL through NCDEX e-Markets Limited (NeML).
- The requirement of Fortified Rice Kernel with Three (3) Micro Nutrients ( Iron, Folic Acid And Vitamin B12) in 20 kg Bag shall be supplied to the specified Buffer Godowns/ other destinations in specified Districts in the State of Andhra Pradesh for undertaking rice fortification and onward supply of fortified rice under PDS/ICDS/MDM.

**The quantities that are indicated herein District wise and the Districts to which supplies are to be made are only tentative and they may vary depending upon the requirement from time to time.**

- Tenderers from all over India capable of procuring Fortified Rice Kernels (FRK) in 20 kg Bags are eligible to participate in the reverse e-auction. The reverse e-auction is conducted through NCDEX e-Markets Limited ( NeML), for which registration is mandatory.

- The procedure for enrolment and registration of FRK manufacturers, terms and conditions for supply of FRK is detailed below. Certain terms & conditions may be amended if necessary, prior to the conduct of e-auction. Details of such amendments will be uploaded in the website [apscscl.in/www.neml.in](http://apscscl.in/www.neml.in) for the information of participants.

- Tenderers/ Prospective Bidders are requested to visit the APSCSCL's official website regularly to keep abreast of any changes that may be notified. No information will be shared in person in this regard.

- **ELIGIBILITY / PREQUALIFICATION CONDITIONS.**

- **The Tenderer/ Bidder can participate in the Districts as stated by APSCSCL. However, if a Tenderer is declared as L1 for one District, such tenderer is disallowed to participate for the remaining APSCSCL Districts. A tenderer after being declared as Successful Bidder in a district, is entitled to be awarded work only one District.**

- **The Successful bidders in earlier Auctions dated 01.09.2023, 02.09.2023, 04.09.2023& 05.09.2023 (Vide RFP reference # File No.FCS51-16025/86/2023-PDS SEC-APSCSCL) for supply of FRK to APSCSCL are not permitted to participate in this Auction.**

- The tenderer shall have its own manufacturing unit for supply of Fortified Rice Kernels (Raw rice FRK) and only such tenderers owning their respective manufacturing units alone are eligible to apply for registration, fulfilling certain criteria specified below.

- The Fortified Rice Kernels (FRK) Manufacturing Unit should be owned by the prospective bidder.

- The Tenderer/ Bidder/ Manufacturer should have to submit sales Invoice's / PO copies / Work Orders of the FRKs supplied.

- Experience – The Tenderer/Bidder/Manufacturer should have supplied a minimum quantity of 2000 MTs of FRK to any State Govt/Central Govt./PSU or any Civil Supplies Corporation owned by a State Govt., during the period 01 October 2021 to 30th September 2023.

- The Tenderer/Bidder/Manufacturer should have valid FSSAI License / Registration for food category 99.5 as well quality certification such as ISO: 22000 etc.
- The Fortified Rice Kernels (FRK) Manufacturing Units should have valid license issued by the concerned authority for manufacturing and storing of Fortified Rice Kernels (FRK).
- FRK Manufacturing Units should possess valid GST Registration issued by concerned authorities.
- The Tenderer/Bidder/Manufacturer should not have been blacklisted / convicted for any offences or violations by any State Government, Central Government, State Undertaking or Central undertaking or for any such violations/ offences under any State or Central act such as Essential Commodities Act, Legal Metrology Act, Food Security Act etc., or any criminal offence under IPC or should not have been debarred from undertaking any such supply activity during the past three years.
- In case of any instance of blacklisting/ conviction of a Tenderer/Bidder/Manufacturer comes to the notice of APSCSCL during the tender process or subsequent to the award of the contract, the bidder shall stand automatically disqualified and all its monies submitted to APSCSCL as security or performance guarantee or deposit or any such purpose, shall stand forfeited.

• **DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.**

- The Fortified Rice Kernels (FRK) processing Units should have valid FSSAI and other applicable licenses issued by the competent authority for processing and storing of Fortified Rice Kernels (FRK) Copies of the required registration certificate and licenses shall have to be furnished.
- Attested copy of audited balance Sheet and profit / loss account for past three financial years i.e.2020-21, 2021-22 & 2022-23 duly certified by Chartered Accountant shall be submitted.
- Bidders shall submit attested copy of the Income Tax returns of last three financial years i.e., 2020-21, 2021-22 & 2022-23 duly certified.
- Attested copy of Certificate of registration under GST Act as applicable shall be submitted.
- Copy of PAN card attested by authorized signatory.

- In case of partnership firm or Co-operative Society or Body Corporate or a LLP, the Fortified Rice Kernels (FRK) Processing Units, Trading firms and processing units should furnish a copy of the partnership deed or bylaw or memorandum of association as the case may be. In case of partnership firm/LLP the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Cooperative / corporate body copy of letter of authorization to the Chief Executive or Board Resolution in favour of the authorized person duly certified, to register and participate in the NCDEX e-Markets Limited (NeML) /tender process should be furnished.
- The Fortified Rice Kernels (FRK) Manufacturing Units should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or LLP or a corporate body. Attestation of signature of such authorized signatory from the bank where the bidder is operating its account is essential.
- The address proof of the authorized signatory viz Telephone bill/copy of pass port /electricity bill/ voter ID / Driving license etc. Proof should be submitted along with the application. The address proof in respect of the bidder shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- Bank account details of Tenderer/Bidder along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.
- The Tenderer/Bidder shall have to deposit the registration fee of Rs **5900** (Rs 5000+18% GST) along with their bid documents. The registration fee can be directly transferred to the bank account given below.

NeML Bank Account Details				
BankName	BankA/c Name	Account No.	IFSCCode	Branch
<b>HDFCBankLtd</b>	NCDEXe MarketsLtd	00990690013050	HDFC0000060	Fort,Mumbai
<b>AxisBankLtd</b>	NCDEXe MarketsLtd	004010202176820	UTIB0000004	Fort,Mumbai
<b>StateBankof India</b>	NCDEXe MarketsLtd	30760958792	SBIN0011777	Fort,Mumbai

- The interested bidders may also visit web site [www.neml.in](http://www.neml.in) or [www.apscscl.in](http://www.apscscl.in) and for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers (022) 48810500or Mobile No.9962059599 or Email: askus@neml.in

- **INSTRUCTIONS FOR SUBMITTING TENDER**

The instructions to be followed for submitting the tender are as below:

4.1 The completed applications along with relevant documents and payment of fee particulars / registration charges shall be submitted on or before 05:00 pm, **01.01.2024** at the following mail ID: [askus@nemi.in](mailto:askus@nemi.in) or to the following address

**To**  
**The Membership Department (022) 48810500**  
**Akruti Corporate Park,**  
**1st Floor, Near G.E Garden,**  
**L.B.S Marg, Kanjurmarg (West),**  
**Mumbai - 400078.**

4.2 . The APSCSCL has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website [www.nemi.in](http://www.nemi.in) or [www.apscscl.in](http://www.apscscl.in)

4.3. The applicants/bidders will be informed regarding acceptance / rejection/non-receipt of certain documents etc., by APSCSCL or through NeML Limited. The applicants who fulfil the eligibility criteria will be enrolled as registered suppliers and will be issued with registration number / user ID and password by NeML. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always maintain the confidentiality and shall never disclose the password to anyone to protect the secrecy in their own interest.

4.4. All registered bidders are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled. The electronic reverse auction platform will scrutinize the financial bids and selected bidder will be declared based on the lowest rate offered to APSCSCL subject to terms and conditions detailed in this document.

4.5. APSCSCL reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability. APSCSCL'S decision shall be final.

4.6 The e- Auction is scheduled on **03.01.2024** Any changes in the schedule of e-Auction, date and timings will be published on the website [www.nemi.in](http://www.nemi.in) or [www.apscscl.in](http://www.apscscl.in)

4.7 All registered bidders are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this RFP and



APSCSCL reserves the right to carry out any subsequent amendments to certain clauses of the RFP, if any prior to scheduling e-Auctions.

• **QUALITY PARAMETERS.**

5.1 The quality parameters for Fortified Rice Kernels (FRK) as per the FSSAI standards are detailed below for the reference of all eligible manufacturers. APSCSCL has the right to alter the parameters at its own discretion before notifying the e- auction schedule. The Bidders are advised to carefully study these mandatory parameters to avoid any non-compliance. Bidders not found to be conforming to any of these parameters shall be declared non eligible and their bid shall be rejected as non-responsive.

**5.2** The FSSAI has fixed the limits of micro nutrients in Vitamin and Mineral Premix for manufacturing of FRK (the required level of micronutrients per 100g of vitamin and mineral premix, **considering the 2 % rate of addition in** manufacturing FRK), with immediate effect as under:

S.No	Micronutrients	Composition (per 100g of Vitamin and mineral premix)
1	Iron (Salt source - Ferric pyro phosphate)	17 to 20 g/100g
	Iron (Salt source - Sodium feredetate - NaFeEDTA)	8 to 10 g/100g
2	Vitamin B-9 (Folic acid)	45 to 55 mg/100g
3	Vitamin B-12 (Cyanocobalamine)	0.45 to 0.55 mg/100g

**Note : Citric Acid and Soyabean Oil are not required for the manufacturing of the FRK and use of the same is not accepted.**

**Rice Flour:**

Clean broken rice at an initial moisture content of 11 to 12 percent, when

tested as per method given in IS 4333 (Part 2), is ground to flour having an average particle size of less than 250 microns (preferably less than 150 microns). Rice flour is very hygroscopic in nature; hence, the raw material and final produce shall be handled to control moisture; hence, the raw material and final produce need to be handled as per Good Manufacturing Practices (GMP).

**Rice Flour for preparation of Fortified Rice Kernel (FRK)**

Rice flour used for preparation of fortified rice kernel shall be white to off white powder. It shall be free flowing with characteristic odour and no off odour. It shall be free from foreign matter.

Rice flour used for preparation of fortified rice kernel shall conform to the following standards-

S.No.	Requirement	Limit
1.	Particle size (%)	Not less than 90% passes through 60 mesh
2.	Moisture % by mass	Not more than 14.0
3.	Acid insoluble ash, % by mass (on dry basis)	Not more than 0.15
4.	Alcoholic acidity, %	Not more than 0.18
5.	Uric Acid, mg/kg	Not more than 100.0
6.	Yeast and Mould Count(cfu/g)	$1 \times 10^2$
7.	Aerobic Plate Count (cfu/g)	$1 \times 10^4$

In addition to the above, rice flour used for preparation of fortified rice kernel shall comply with the provisions of Food Safety and Standards (Contaminants, Toxins and Residues) Regulation, 2011 as applicable.

#### **Vitamin and Mineral Premix:**

Composition of vitamin premix has to meet the recommended specifications as per Food Safety and Standards (Fortification of Foods) Regulations, 2018. It can be of mandatory vitamins and minerals, namely, Iron, Folic Acid, and Vitamin B12. Composition of vitamin and mineral premix shall conform to the recommended specifications given in IS17781 in order to fulfill more than 30-50% of Recommended Dietary Allowance (RDA) or as recommended by FSSAI.

Vitamin and Mineral Premix (VMP) is combination of micronutrients (vitamins and minerals) in desired proportion ready for use as fortificant in the manufacturing of fortified rice kernels.

Vitamin and Mineral Premix shall be free-flowing powder without any lumps, made from food grade form of Vitamins and minerals and shall contain vitamins and minerals in specified proportions.

Vitamin and mineral premix shall be white to off white in colour with faint odour. It shall be easy to use and free from any objectionable or undesirable colour, odour and foreign matter.

Vitamin and mineral premix shall be manufactured in premises built and maintained under hygienic conditions.

Vitamin and mineral premix shall conform to the following physio chemical requirements-

S.No.	Requirement	Limit
1.	Moisture % by mass	Not more than 11.0
2.	Particle size of micronized ferric pyrophosphate (D90particles), $\mu\text{m}$	1-3
3.	Yeast and Mould Count (cfu/g)	$1 \times 10^2$
4.	Aerobic Plate Count (cfu/g)	$1 \times 10^4$

Vitamin and mineral premix shall contain following chemicals, which shall be minimum 95% of stated value on the label in case of premix concentrate-

- Micronized ferric pyrophosphate or sodium iron (III) ethylene diaminetetraacetatetrihydrate (sodium ferredetate -NaFeEDTA);
- Folic acid; and
- Cyanocobalamine or hydroxycobalamine.

In addition to the above, vitamin and mineral premix shall comply with the provisions of Food Safety and Standards (Contaminants, Toxins and Residues) Regulation, 2011

### **Specifications for Potable/ Drinking Water:**

Water is used in manufacturing of Fortified rice as a solute which penetrates the starch structure of the flour and helps in gelatinization of starch. Potable water (complying Indian Standards for Potable Water Standards IS 10500: 2012 with up to date amendments) shall be used for mixing of ingredients. Water should be tested at least once in quarter and report should be kept thereof.

### **5.3. Criteria for procurement of premix for FRK production:**

The manufacturer should submit Certificate of Analysis (COA) for FRK and the pre-mix used for production of the FRK along with FRK truck. The report should mention the levels of all micro-nutrients, along with salt names, which were added for FRK production. The chemical salt of the Vitamin and Minerals, used for FRK production, should be same as per the specifications mentioned in FSSAI guidelines. Test parameters should be performed by NABL accredited laboratory external to both the FRK manufacturer as well as the pre-mix producer. FRK should resemble the regular rice in its colour, sheen, consistency and texture.

The FRK manufacturer shall submit FRK CoA which includes all the parameters and methods specified against them. CoA with No other methods shall not be accepted.

If any change in methods of Analysis, shall be informed by APSCSCL. CoA shall be having FRK Batch No and Qty of that Batch. Expiry date shall not be mentioned in FRK CoA. If more than one batch of FRK is loaded in a truck, the batches shall be clearly marked and same shall be informed at destination while unloading.

- **Fortified Rice Kernels (FRK) Specification:**

Fortified Rice Kernels (FRK) are Rice shaped kernels containing vitamins and minerals produced through extrusion. Fortified rice kernels shall resemble the rice as closely as possible.

Fortified rice kernels shall conform to the following physical and chemical requirements-

Parameter	Specification	Reference	Frequency
Shape	Manufactured grain should resemble the normal milled rice as closely as possible	Rice supplied by APSCSCL	Each consignment
Average Grain Length	5.5mm to 6.5 mm	Rice supplied by APSCSCL	Each consignment
Average Grain Breadth	1.8 mm to 2.2 mm	Rice supplied by APSCSCL	Each consignment
**Density of FRK	FRK Should not float in potable water and should be immersed.	Not more than 3% of FRK by count floats on water	
Moisture	12% w/w (Max)	IS4333 (Part 2)	Each consignment
Extraneous Matter	Free from organic and inorganic extraneous matter	Visual Observation	Each consignment
Kernel count /g	50-75	Weighing	Each consignment
Color	White to Off-white	Visual Observation	Each consignment
<b>Iron:</b> (Ferric Pyrophosphate Premix) Particle Size: 3 microns (Max) <b>(Or)</b> b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate (Sodium ferredetate – Na Fe EDTA)	3525 to 4250 mg/Kg of FRK  1765 to 2125 mg/Kg of FRK	<b>FSSAI.FRK.16.004.2023</b>	Each consignment
<b>Folic Acid</b>	10000 to 12500 µg/ Kg of FRK	<b>FSSAI.FRK.16.005.2023</b>	Each consignment
<b>Vitamin B-12</b> (Cynocobalamine, Hydroxycobalamine)	100 to 125 µg/ Kg of FRK	<b>FSSAI.FRK.16.006.2023</b>	Each consignment
Aerobic Plate Count	10,000 cfu per gram (Max)	IS 5402 (Part 1)	Each consignment
Yeasts and Moulds	100 cfu per gram (Max)	IS 5403	Each consignment
URIC ACID	Not more than 100		

	mg/kg of FRK		
Citric Acid	Should not Present		
Cooking test	FRK to physical properties and micronutrient levels after being subject to washing and cooking. Cooking characteristics to be similar to APSCSCL rice.	Cooking characteristics of APSCSCL rice.	Each consignment

**Note : If the Government Authorities change the Micro nutrient ranges of Vitamin - Mineral Premix for FRK, FRK, Fortified Rice Other Parameters related to the quality, Testing Methods, List of FSSAI approved NABL Accredited Labs & Others, the FRK suppliers should follow accordingly for Supply of FRK during the Tender Quantity of Supply or Contract Agreement.**

#### Physical Parameters of FRK

S. No.	Requirement	Limit in %
1.	Moisture % by mass,	Not more than 12.0
2.	Broken rice kernels, percent by mass,	Not more than 1.0
3.	Foreign matter, percent by mass	0.001
4.	Damaged Kernels including Heat-Damaged	0
5.	Discolored grains	0
6.	Chalky grains	0
7.	Admixture with any other grains including non-fortified rice	0

- At the time of delivery of stocks by the supplier, the stocks will be subjected to quality verification by the quality control staff of the APSCSCL at the unloading godowns. Samples will be drawn as per the procedure in vogue. There shall not be any variation from bag to bag in terms of any specification of FRK, so that the sample drawn from any single bag shall strictly conform to the specifications. In the event of supply of stocks not conforming to the specifications as indicated above, such stocks are liable for rejection and the non-conforming portion or stock or truck, shall be replaced at the risk and cost of manufacturer/supplier/FRK Unit as the case may be. Any such

instance shall be viewed seriously, which shall attract imposition of penalty of Rs.5,00,000/- for such rejected portion or stock or truck, as the case may be. The imposing of any penalty will be at the sole discretion of the VC & Managing Director of APSCSCL.

- However, the APSCSCL/ is also at liberty to draw the samples before loading the consignment at the FRK manufacturing unit itself i.e., Before dispatch of the FRK stocks by the Tenderer, the stocks shall be subjected to pre-dispatch inspection at source by the allocated NABL accredited Labs enlisted by FSSAI. In such cases, where the rice mill has duly accepted the delivery of FRK from the tenderer but the CMR delivered by the Rice Mill is rejected by FCI/ APSCSCL, it shall be attributed to the said Rice Mill and no liability shall accrue on FRK manufacturer or SPA/APSCSCL in this regard.

- **PACKING:**

- **Packing instructions:** FRK shall be delivered in appropriately labelled 20 kg woven HDPE bags with an inner LDPE lining. The packaging material to comply with the specifications given below:

Outer Packaging Material : Woven HPDE  
 Outer bag : 80gms  
 Inner Liner Packaging Material : LDPE Liner Thickness: 250 gauge  
**and shall be heat sealed after filling of FRK**  
 Packaging Size : 20 kg.

**The outer bag shall be double machine stitched and inner liner which is heat sealed after filling of FRK.**

**5.6. Marking instructions:** The markings on the bag should mention the below. The draft label shall be shared with State Food Department well in advance for approval.

Name of the Product

- Intended Consumption
- Ingredients
- Vegetarian logo
- Net weight
- Detailed address of Manufacturer
- Instructions for Use
- Storage Conditions
- Batch Number/ Lot Number/ Date & Time of Manufacturing/ Shelf Life
- Not for Retail Sale
- Any other Information required under legal Metrology (package commodities) rules, 2011 The Food Safety and standards (Labelling and Display regulations, 2020 and relevant regulations from FSSAI
- It shall mention in bold

‘NOT TO BE CONSUMED AS AN INDEPENDENT PRODUCT’

‘NOT TO BE CONSTRUED AS SUBSTITUTE FOR RICE OR RICE FLOUR’

\*\* Bag design and matter to be printed shall be communicated to successful bidder, same shall be utilized for packing.

Without the above details, the stocks dispatched by the FRK manufacturer will not be accepted at the Buffer Godown. The FRK manufacturer should have valid license from FSSAI on the date of supply of FRK and the same should be printed on the Bag.

**Shelf life: The FRK produced should have a shelf life of minimum 18 months.**

The Fortified Rice Kernels (FRK) stocks should be delivered duly packed in a special two-layer bag with inner poly lining (20kg). Without the above details the stocks dispatched by the manufacturers will not be accepted at the specified Buffer Godown/MLS points of APSCSCL.

**5.7** FRK Shall be supplied within a period of 20 days from the date of manufacturing to the destination.

If the stocks are brought to the specified Buffer Godown/MLS points without fulfilling the quality, quantity and above conditions the manufacturer has to take back the stocks at their risk and cost and Corporation is not responsible for any loss in such cases.

- **The batch size of Premix shall be up to 10 MTs only**
- **The maximum size for a single FRK batch is 10 MT. Additionally, each batch must have its own separate Certificate of Analysis (COA), which should be sent along with the truck transporting the batch. If concerned authority changes the Batch size of FRK the supplier has to be followed accordingly.**
- **Quality assurance and control:**

The Supplier/ manufacturer must be FSSAI licensed / registered under category 99.5 and should have a valid license for production of FRKs. For compliance with food safety standards, the processor must be able to demonstrate by principle and practice the adoption, implementation and recording of:

- Good Manufacturing Practice
- Hazard analysis critical Control Point Program
- Quality Management System



FRK tenderer should submit the below documents before dispatching the consignment:

- Certificate of Analysis (COA) of FRK with batch no. from an FSSAI notified NABL accredited laboratory, for each consignment
- The CoA of FRK shall have all parameters present in Clause 5.4
- COA of the premix used for manufacturing FRK, for each consignment
- Details of the quantity of FRK being supplied along with COA
- Format for Self-Assessment certificate as mentioned in Annexure XI
- Valid FSSAI license to be submitted annually.
- Invoice containing FRK batch No and Premix batch No which is used in production of that particular FRK batch.

## **6. ASSAYING**

- The tenderer shall, on his own and at his cost, offer the stock of Fortified Rice Kernels (FRK) from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 5.4 above, from any of the NABL (National Accreditation Board for Testing and Calibration Laboratories food testing laboratories) as per the latest list notified by Food Safety and Standards Authority of India from time to time.
- APSCSCL may randomly collect the samples at the Buffer Godowns and get the samples tested in any of the NABL accredited laboratories independently. The quality of Fortified Rice Kernels (FRK) in 20 kgs will be evaluated based on specified quality parameters as detailed in section-5.4. The results of such testing will be final and binding on the manufacturers. The stocks which fail the test have to be replaced with new stock with good quality by the bidder at his own cost and risk within one week from the date of intimation by the respective HO/District Civil Supplies Manager of APSCSCL Districts. Supplier has provision for appeal to re-analyze of sample for One time Only which is not conforming to specification, Supplier may note that the cost of assaying for re analysis will be borne by them. The cost of analysis charges will be deducted while making the payment.
- The tenderer shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan and assaying report from the NABL accredited laboratories as per list detailed in Annexure shall be handed over to



concerned officer of the APSCSCL at the time of giving delivery. Deliveries without valid documents will be rejected.

- In case, if the concerned officer of APSCSCL is not satisfied with the quality of Fortified Rice Kernels (FRK) supplied then he would arrange to draw samples and forward the same for testing and certification as per Clause 6.2 above within 7 days of receipt of the goods.

## **7. EVALUATION OF APPLICATION FOR REGISTRATION**

- The applications received to NeML before the last date of bid submission only will be evaluated. However, APSCSCL has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website [apscscl.in](http://apscscl.in) as well as NeML.
- The NeML evaluates the technical documents submitted. The tenderers submitting valid documentary evidences in compliance of the eligibility criteria's/conditions shall only be considered for Technical qualification.
- Only such bidders who comply with the technical qualifications, shall be allowed to participate in the e-reverse auction to be conducted on [www.market.neml.in](http://www.market.neml.in)
- The registered tenderers shall not be intimated individually on being technically qualified and their participation in e-auction they are free to contact through this mail ID [askus@](mailto:askus@dcpho.apscsc.ap.gov.in) [HYPERLINK "mailto:dcpho.apscsc@ap.gov.in"neml.in](mailto:askus@dcpho.apscsc.ap.gov.in) only.
- The completed technical & relevant documents shall reach NeML before 05:00 pm, **01.01.2024**.
- The Bidders are advised to follow utmost caution and care while filling, signing and submitting the mandatory documents and information along with the bid. Any mistake, error or omission in this regard shall attract disqualification. Rejection of bid due to such cause shall be at the sole risk and cost of the erring bidder.

## **8. SCHEDULING OF e-AUCTIONS**

- The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the NeML and APSCSCL. They will be allotted with member ID and password by NeML. Supplier empaneled for participating in other state e auctions should sign the tender document for meeting eligibility requirements.

- The registered members with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- The NeML in consultation with APSCSCL, will schedule the auctions. e-auction calendar will be published on the website of NeML. The registered bidders are requested to go through the auction calendar carefully before participating in e-Auction
- The registered bidders shall not be intimated individually regarding the e-auctions. However, the registered bidders may contact APSCSCL for obtaining details of schedule of e-auctions
- Alternatively, the registered bidders may contact the Customer Service Group on phone numbers (022) 48810500 of NeML for information on schedule of e-Auction. The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website in their own interest, rather than depending on other mode of information sources.
- The bidder should transfer to their respective Escrow Account provided by NeML.
- The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Escrow Account provided by NeML.
- Only the EMD (Margin Money) of the successful bidder would be blocked by NeML. EMD (Margin Money) and of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CS Tracker Module latest by one day from the day of close of E-Auction.
- In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- The bidders shall place their bids online on NeML <https://market.neml.in>, the online trading system made available by NeML as per the terms and conditions of the e-Auction.
- Reverse Auction will be conducted for Only Tentative Quantity of District wise in Andhra Pradesh.
- The price quote shall be in Rupees Per Quintal only.
- The minimum Bid Tick size is One Rupee per Quintal.
- **The Price quoted shall be inclusive of all applicable taxes, transport charges to the destination and GST if any.**

- The bids of all bidders who have participated in the e-Tender must remain valid for period of 60 days from the date of e-tender.
- Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the Corporation will not consider any request of enhancement in this regard.
- The results of the e-Tender as approved by APSCSCL are binding on all bidders.
- The successful Tenderer will be intimated the acceptance of his tender by a letter /email by APSCSCL.
- The V.C. & Managing Director, AP State Civil Supplies Corporation Limited reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the V.C. & Managing Director in this regard is final and binding on the tenderers.
- Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Tenders for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- APSCSCL or NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform <https://market.neml.in> .In case of any technical problems at NeML Limited Server or for any other reasons, the e-auctions are not conducted or concluded as scheduled, then such e-auctions will be rescheduled accordingly at the discretion of APSCSCL.
- Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The Bidder is therefore advised to check the username and the password before the e-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter /Email Confirmation/Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the supplier and APSCSCL.

- In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false / incorrect at any stage, the Corporation shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
- The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to compliance mistake(s) on the part of the supplier/service provider.
- All the post auction process including Approval of Bids, Depositing SD, terms of supply of commodity and payment will be communicated by APSCSCL to the successful bidders.
- The APSCSCL reserves the Right to accept/reject/cancel/any or all the tenders without giving any reasons.
- The successful bidder upon receipt of communication regarding acceptance of bid by APSCSCL shall arrange to transfer security deposit within 3 (three) working days by way of electronic fund transfer to any of the APSCSCL Account.
- Entire fee charged on prospective bidders for bid submission and participation by APSCSCL is non-refundable.

## **9. EARNEST MONEY DEPOSIT**

- The registered suppliers need to deposit 2.295 % on the Price Discovered value (Earnest Money Deposit) in the Dedicated Escrow Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate
- The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the Bidders withdraw from his/their offer after submission of the Reverse Auction or after the acceptance of the offer by APSCSCL or fail to sign the Contract or fail to remit the Security Deposit.
- The Earnest Money Deposit remitted will not carry any interest.
- The transaction charges payable by the successful bidder to NeML will be calculated on the Price Discovered Value. The transaction charges of 0.25% plus GST (18%) will be on Price Discovered Value and will be adjusted from EMD amount (2.295%). The transaction charges are not linked to actual supplied quantity of the commodity and hence once paid to NeML, by the bidder/supplier will not be returned or refunded to the

Bidders. No claim or request with regard to return or refund of transactions charges will be entertained by either APSCSCL or by NeML once transaction charges have been collected by NeML.

- Out of 2.295% of EMD amount, 2% of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e, 0.295%.
- The 2% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 5% Security Deposit.

#### **10. SECURITY DEPOSIT**

- The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 5 % (Five percent) of the value of the order, after adjusting the EMD already paid, within 3 (three) working days from the date of receipt of the communication of acceptance of the Reverse e Auction from the APSCSCL to the below Account.

<b>Bank Name</b>	<b>Bank Account Name</b>	<b>Account Number</b>	<b>IFSC Code</b>	<b>Branch Name</b>
<b>SBI</b>	<b>VC &amp; MD APSCSCL</b>	37270582042	SBIN0016857	MG ROAD, VIJAYAWADA

- No cheque will be accepted. Any other amount pending with APSCSCL will not be adjusted towards the Security Deposit even if so requested. If the Security Deposit is not paid within the time specified, the Earnest Money Deposit remitted by the bidder will be forfeited. The Security Deposit will not carry any interest.
- The Security Deposit will be refunded to the Supplier after liquidation of entire stocks along with the Certification/Confirmation from the respective District Office.

#### **11. ORDER FOR SUPPLIES**

- The short-listed manufacturers who qualify in e-auction for each destination will be issued with Supply/Work orders indents by the APSCSCL to the manufacturer will be issued subject to payment of prescribed security deposit.
- The Corporation does not guarantee the 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

tenderer is bound to supply the ordered quantity at the designated Buffer Godowns spread across the State.

- Quantities supplied in excess of the quantity specified in the supply/Work order will not be paid for. Supply of required quantity should be as indented by the APSCSCL. The successful qualified tenderer is bound to honor such indents and shall arrange to supply requisite quantity of Fortified Rice Kernels (FRK) to the designated Buffer Godown. The supply of consignment ordered shall be delivered in accordance with the Work Order.
- Supply of first consignment (FRK) of shall reach the destination within 10 days from the date of Movement orders issued by concerned DCSM's of APSCSCL.
- The successful tenderer would be issued letter of award by APSCSCL, the successful tenderer shall deposit SD (Security Deposit) within 3 working days with APSCSCL.
- Violation of any of the Clause/Clauses of the Supply/Work order shall be deemed as violation of Terms and Conditions of Tender.
- At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified tenderer will be called upon to make good the same. In the event of qualified tenderer failing to make good the rejected stocks, the security Deposit and EMD furnished by the qualified tenderer shall be forfeited and Corporation is entitled to collect liquidated damages if any from the qualified tenderer for his failure to comply with the terms and conditions of the tender.
- In case of non-supply of stocks within the specified time limits as per supply/Work order/indent of the APSCSCL, is at liberty to purchase the item from other alternative sources/ third party/ or other tenderer, in its discretion and recover the difference of cost from the tenderer who has defaulted.
- The ordered quantity may be revised or cancelled at any point of time based on the requirement received from the District offices, APSCSCL. The manufacturer/ successful bidder is not entitled to demand/ receive any type of loss incurred for such revised or cancelled orders. The manufacturer/ successful tendered cannot initiate any legal proceedings against APSCSCL as the decision taken by the Corporation is final and binding on the manufacturer/ Successful bidder.



**12. TERMS AND CONDITIONS OF DELIVERY.**

- **The successful bidder is required to deliver the specified quantity of Fortified Rice Kernels (FRK) with the specified 3 Micro Nutrients, in 20 kg bags, adhering to the provided specifications, within a timeframe of 30 days upon receiving the movement order from DCSM, APSCSCL.**
- Successful tenderer shall furnish a daily report to the District Civil Supplies Manager/Head Office of APSCSCL on supply of stocks truck wise and destination wise quantity delivered through email.
- The successful suppliers should take adequate precautions to prevent damage or deterioration to Fortified Rice Kernels (FRK) during storage/transportation. He should also insure the stock during transit at his cost.
- The successful suppliers should deliver the Fortified Rice Kernels (FRK) to the designated Buffer Godown at his cost as per the Movement order / indent issued by District Civil Supplies Manager.
- All information as per standards of Legal Metrology Act and Rules made there under and Food Safety & Standards Act, 2006 and Regulations thereunder, must be mentioned on each packed pouch name and full address of the manufacturer / Co- Operative Mill / Packer, Name of the commodity, net weight, month & year of packing of the commodity.
- **FORTIFIED RICE QUALITY MANAGEMENT SYSTEM ( FRQMS ) IMPLEMENTATION**
  - **Mandatory Implementation of Online Digital QA/QC Platform:** The chosen bidder must commit to the implementation of FRQMS-an online Digital QA/QC platform throughout their supply chain. This initiative aligns with the directive of the ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED. It applies to all stages - sourcing of raw materials, manufacturing processes, testing in NABL- accredited laboratories, Certificates of Analysis (COA), and the dispatch of Fortified Rice Kernel (FRK) Lots to the government. Ensuring accurate and timely data entry and maintenance is of utmost importance.
  - **Disclosure of Premix Suppliers and Integration with QA/QC Platform:** Bidders are required to furnish a comprehensive list of their Premix suppliers. Furthermore, bidders must ensure that these premix suppliers also adopt the online Digital QA/QC platform within their supply chains. This synchronization is essential as per the guidelines of the ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED, especially for the sourcing of raw materials, manufacturing processes, testing in NABL- accredited laboratories, Certificates of Analysis (COA), and the dispatch of Premix Lots to the bidder.

- Commitment to Training and Resource Allocation: Bidders must express their commitment to actively participate in all relevant training programs linked to the Digital QA/QC platform. This includes arranging the necessary resources to facilitate the successful implementation of this platform.

### **13. TERMS OF PAYMENT**

- The supplier shall submit bills after successful completion of movement order issued by concerned District Civil Supplies Manager. Payment will be released by the HO APSCSCL to the tenderers on submission of relevant documents.
- The manufacturer should also submit the following documents at the time of delivery of the consignment to the respective destinations:
  - Commercial Invoice/Tax invoice duly conforming to the GST regime.
  - Assaying Report at the loading point from the allocated NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India mentioned in Annexure III
  - Electronic Weighbridge Receipts at loading point and unloading point(if electronic weigh bridge facility is available at unloading point)
  - The confirmation of check post concerned certifying that the lorry entered in to the state from outside of AP.
  - Any other relevant documents issued by the District Officer.

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

- The Tender's validity period for 3 months, the extension of time shall be given with the discretion of VC & MD, APSCSCL and the supply of stocks will be carried out on an as-needed basis in accordance with movement orders from DCSM, APSCSCL. Upon successful completion of the work order, the tender can be extended for a further period and quantities on the basis of CSC/FCI targets for delivery of fortified rice and maybe awarded work orders with the same price and the terms and conditions of the RFP/Agreement for Next Nine Months.
- The entire order quantity of FRK shall be supplied to the destination points within the stipulated time given in the movement order ( 30 Days) . Any slackness or delay of supplies will be viewed seriously, each day of delay in supply on movement order quantity given to the Manufacturer after the stipulated time shall be levied a penalty of Rs. 10,000/-per day. The imposing of penalty will be at the sole discretion of the VC & Managing Director of APSCSCL.
- Penalty for the late deliveries will be imposed as per the discretion of the VC & Managing Director.



- 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 & MD APSCSCL.
- Notwithstanding anything contained in the terms and conditions of this tender the VC&MD, APSCSCL is the ultimate authority in deciding the recovery of penalty from the manufacturer(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.
- In the event of any failure by the tenderer/bidder/ manufacturer at any stage of the execution of this supply contract, to comply with the mandatory terms and conditions relating to either specified quantity or prescribed quality or such other terms and conditions as stipulated the EMD and the Security deposit will be forfeited and Corporation may also proceed with blacklisting of the firm.
- In the event of termination of the tenderer/ bidder/ manufacturer due to violation of any conditions of the agreement or under any Agreement with the Corporation, all other contracts that the said tenderer / bidder/ manufacturer has with the Corporation in any District and for any commodity shall also stand terminated. All securities under all Agreements will stand forfeited. The decision of the V.C. & Managing Director in this regard is final and cannot be called into question. No correspondence in this regard will be entertained.

**15. CANCELLATION OF SUPPLY/WORK ORDER:-**

- The successful tenderer, if breaches any condition or clause of the terms and conditions of this tender, the Corporation is entitled to cancel the order and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the supply/Work order.
- In case the supplies made under this contract or the manufacturer is suspended due to violation of terms and conditions of this tender under any contract with the Corporation, all other contracts of the said Successful Tenderer with the Corporation, if any, will also be suspended.
- If the Government scheme under which the present supply is undertaken, is withdrawn, revised, or modified or partly revised or modified, or if any change in policy of the State/Central Government is effected or any amendment is made to the policy of the State/Central Government, under which the scheme is being implemented, and the proceedings of purchase is stopped or revised or modified by the Corporation then the Supply/Work order will automatically come to an

end or may partly continued with lesser quantities, for which the successful bidder / tenderer/ manufacturer shall not be entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings in such an event against APSCSCL.

- The firm/ Society / company/ LLP as the case may be, shall notify to the Corporation the death /resignation of any of their Secretary/ Person In charge/partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate/ modify the supply order. In such an event the supplies shall continue unhindered in any manner.

- The Corporation may, without prejudice to any other remedy for breach of terms & condition of tender, by written notice of default sent to the tenderer reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the following events of default:

- The Successful tenderer unable to supply the offered quantity of the Units within prescribed time limit mentioned by APSCSCL (or)
- If the Successful tenderer fails to perform any other obligation(s) under the Tender (or)
- The Corporation or the Tenderer goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- Notwithstanding the above, the Corporation may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.
- If the Supply/Work order is terminated the Tenderer shall stop supply immediately.
- In the event of termination of Supply order by the Corporation on account of breach of any terms and conditions of the contract by the Tenderer, the entire Security Deposit given by the Tenderer will stand forfeited.

**16. Foreclosure** - The Corporation reserves the right to foreclose the Supply order without assigning any reason. In such case the Tenderer will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by Corporation up to the date of effect of this procedure.

**17. SET OFF:**

In the event of the Corporation having any claim or claims ascertain or otherwise against the agent under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other

contract, the Supplier shall be entitled to retain to extent of such claim or claims any money which may be due returned by the Corporation to the agent under this or any other contract and shall entitled to appropriate such money or towards satisfaction of such claim or claims.

#### 18. **FORCE MAJEURE:**

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the Tenderer shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law-and-Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The Tenderer shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Corporation for each consignment/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the Tenderer pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the manufacturer do not amount to force majeure, then Tenderer shall not be entitled to plead the same and or claim any relief under this clause.

#### 19 **Dispute Resolution:**

##### **ARBITRATION:**

- i) In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSCLTD.,
- ii) In case, if disputes are not resolved according to the Clause no.19 (i), then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii) In case of any disputes still not resolved and which are relating to under this Tender, including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in where Head Office of APSCSCL is situated and the decision of the arbitrator shall be final and binding on both parties to the arbitration.

iv) The manufacturer shall prefer a demand, if any, in writing to the V.C. & Managing Director 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 absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.

v) On receipt of a demand from the manufacturer 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 supply/Work order shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.

vi) The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

## **20. MISCELLANEOUS:**

- **Notice:**

Any notice, request, demand, consent, approval or other communication required or permitted under this Tender shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is in person, (ii) upon receipt if delivery is by telecopier, or (iii) on the third business day following delivery to any internationally recognized overnight delivery service, or (iv) seven (7) days after it is deposited in the India postal services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective Parties at the address first indicated herein.

- **Successors and Assigns:**

This supply/Work order shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

- **Waiver:**

No waiver of any term, provision or condition of this Supply/Work order shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of the supply/Work order, unless specifically so stated in such written waiver.

- **Compliance with Directions:**

The Tenderer shall comply with the directions issued from time-to-time by the VC & Managing Director of the Corporation while discharging the duties under this Supply/Work order.

- **VOLUME OF WORK:**

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this supply/Work order, shall be governed by the terms and conditions of the

Contract as set out in the invitation/General Information to the Service Provider and as given in the annexure-II to this tender. It should be clearly understood that no guarantee is given on the volume of work.

• **LIABILITY FOR PERSONNEL: -**

All persons employed by the successful tenderer shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the successful tenderer. The successful tenderer shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the successful tenderer or not.

successful tenderer shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws etc.,

• **CORRUPT PRACTICES:**

Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any officer or official of the Corporation will (in addition to criminal liability which the tenderer may incur) terminate this contract. Canvassing on the part of, or on behalf of, the tenderer will also make his contract liable for termination.

• **SUBLETTING:**

The successful tenderer shall not sublet, transfer, or assign the Contract, or any part thereof.

• **OBSERVANCE OF LAW:**

The tenderer 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 tenderer of any law, orders, etc., in force.

• **INTERPRETATION:**

In case of any ambiguity or dispute regarding interpretation of any clause(s) of this tender document, VC & MD, APSCSCLs interpretation will be treated as final and binding.

• **FORGERY OF SIGNATURES:**

The tenderer or his/her/their representative shall obtain the acknowledgements from the recipient of stocks and the same should tally with the specimen signatures available with the DMs. If it is found that the signature is forged or signed by some other persons as of the Tenderer/

representative, the supply/Work order is liable for cancellation apart from recovery of damages from the security deposit.

## **21. EXTENSION OF CONTRACT PERIOD:**

- The contract can be extended by the VC & MD, APSCSCL at his/her sole discretion on the same rates, terms and conditions for a further period as determined by her/ him keeping in view of public interest. The e-tender of the APSCSCL in extending the contract shall be final and binding on the tenderer and shall not be called in question.

## **22. INDEMNITY:**

The Tenderer shall defend, indemnify and hold APSCSCL 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 Tenderer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

## **23. NCDEX e-MARKETS LTD DISCLAIMER:**

- NCDEX e Markets Limited (NeML) is involved only in price discovery of the transaction for the goods or services and not involved in post-auction activities such as ensuring timely deposit of transaction value by winning bidder(s), generation of DO (delivery order), sending winner intimation mail to bidders etc.
- NeML shall undertake Pre-auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by auction initiator, etc.
- NeML shall collect Earnest Money Deposit (EMD) to protect the price discovery of the transaction so that only credential bidders will participate and the EMD includes Transaction charges plus GST of NeML. The EMD shall be transferred to auction initiator, either buyer or seller, after deduction of Transaction charges (TC) plus GST on price discovery value and is not part of the total consideration as the buyer is directly making payment to the seller outside the portal/platform of NeML.
- In lieu of services provided for e-auction, NeML will charge service charges @ 0.25% of the price discovery value from bidders. Hence, the TC shall be fixed on the price discovery value of commodities. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside the NeML platform.
- The price discovered through NeML e-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer and seller to accept the price or directly negotiate with counterparty.
- It is understood between the parties that the actual transaction of purchase/sale takes place between the parties outside the electronic portal of



NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction.

- Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities for which the e-auction is conducted
- Payments for the transaction is carried out between the buyer and seller outside the NeML electronic portal and EMD taken by NeML is to protect the price discovery of the transaction so that only genuine bidders shall participate. NeML shall not have any information on the quantum and schedule of payment as the same is done directly between buyer and seller without any recourse to NeML.
- The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.
- Further NeML is acting only as a price discovery service provider for this e-auction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequently to this e-auction
- NeML will be providing an e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML.

## **24. JURISDICTION**

All claims, disputes, suits, or legal proceedings, arising under this agreement shall be subject to the jurisdiction of the Courts where APSCSCL Head Office is situate.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 24 of the above Tender document.

Place:

Date:

**VC & MANAGING DIRECTOR**


Annexure-I**APPLICATION FORM FOR COMMODITY PARTICIPANT REGISTRATION**

Sr. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant/Organisation	
2	Constitution	<ul style="list-style-type: none"> <li>• Individual</li> <li>• Sole Proprietorship</li> <li>• Partnership Firm/LLP</li> <li>• Corporate Entity</li> <li>• Co-operative Society</li> <li>• Govt. Company / Govt Organisation</li> </ul>
3	Date of Birth(For Individual)	
	Gender (Male/Female)	
	Date of Incorporation	
	Date of Registration	
4	PAN Card Number	
5	GST Number (if registered for multiple states provide separate list)	
6	Tax Account Number (TAN) (for TDS Credit)	
7	Type of Registration :	<ul style="list-style-type: none"> <li>• Single Commodity</li> <li>• Multiple Commodity</li> </ul>
7 a.	Name of Segment in case of Single commodity(refer list)	
8	<b>Details of the Bank Account of Applicant</b>	
8 a.	Bank Account Number	
8 b.	Bank Name	
8 c.	Branch Name And City	
8 d.	IFSC Code	

 Initials Please



9	<b>Registered Office Address</b>	
9 a.	City	
	District	
	State	
	Pin Code	
9 b.	Contact Person's Name	
9 c.	Designation	
9 d.	Telephone Number	
9 e.	Mobile Number	
9 f.	Email Id	
10	<b>Address for Communication</b>	
	Same as Registered Address (YES/NO)	
10 a.	City	
	District	
	State	
	Pin Code	
10 b.	Contact Person's Name	
10 c.	Designation	
10 d.	Telephone Number	
10 e.	Mobile Number	
10 f.	Email Id	
11	<b>Details of Authorised Person</b>	• Individual
		• Proprietor
		• Managing Partner
		• Managing Director
		• Chief Executive Officer
		• Chairman/Secretary
		• Others Please Specify

 Initials Please

11 a.	Name of Authorised Person	
11 b.	PAN Number of Authorised Person	
11 c.	Address of Authorised Person	
11 d.	Email Id of Authorised Person	

#### DECLARATION –

I/We here by state that the above-mentioned particulars and supporting documents here to are true, correct and complete to the best of my/our knowledge and information and Further

I/We state that I/We agree and accept to abide by the General Terms and Conditions of NeML as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on NeML platform including any communication, notifications, instructions or guidelines issued by NeML from time to time.

#### Aadhar Consent

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options for establishing identity with officially valid documents other than Aadhaar. I confirm that all alternative options were given to me by NeML and I agree and consent that NeML may store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third party entities, for establishing my identity & carrying out verification, if required, for rendering various facilities & services of/through NeML in accordance with the applicable law.

Sign and Stamp:

Name

Designation

Place and Date :

**Annexure-II****APSCSCL District wise tentative quantities of Fortified Rice Kernels (FRK)**

S.No	APSCSCL District Name	Tentative Quantity of FRK in MT's	Date Of Auction	Start Time	End Time	Extensions
1	KONASEEMA	1000	03.01.2024	9:00 AM	9:30 AM	3 Extensions 5 Minutes Each
2	KAKINADA	800		10:00 AM	10:30 AM	3 Extensions 5 Minutes Each
3	VIZIANAGARAM -1	750		11:00 AM	11:30 AM	3 Extensions 5 Minutes Each
4	VIZIANAGARAM -2	750		12:00 PM	12:30 PM	3 Extensions 5 Minutes Each
5	SRIKAKULAM	1000		1:00 PM	1:30 PM	3 Extensions 5 Minutes Each
6	KRISHNA -1	1000		2:00 PM	2:30 PM	3 Extensions 5 Minutes Each
7	KRISHNA -2	1000		3:00 PM	3:30 PM	3 Extensions 5 Minutes Each
8	EAST GODAWARI	1000		4:00 PM	4:30 PM	3 Extensions 5 Minutes Each
9	WEST GODAWARI-1	750		5:00 PM	5:30 PM	3 Extensions 5 Minutes Each
10	WEST GODAWARI -2	750		6:00 PM	6:30 PM	3 Extensions 5 Minutes Each
11	ELURU	700		7:00 PM	7:30 PM	3 Extensions 5 Minutes Each
12	NTR	500		8:00 PM	8:30 PM	3 Extensions 5 Minutes Each
	<b>Total</b>	<b>10000</b>				

**\*The District Wise FRK quantities are arrived based on estimated paddy procurement & requirement of Fortified Rice. Quantities may be increased or decreased based on actual procurement of paddy & requirement of Fortified.**

**ANNEXURE-III**

**List of APSCSCL Officials in Head Office**

<b>SL.No.</b>	<b>Head Office</b>	<b>Mobile No</b>
1	Manager Fortification	77020 03520

**NCDEX e-Markets Limited (NeML) Contact Details**

Mr. Prasad Bheemireddy: 9962059599 / [prasad.bheemireddy@nempl.in](mailto:prasad.bheemireddy@nempl.in)

Mr. Anil Kumar : 9032429420 / [anil.kumar@nempl.in](mailto:anil.kumar@nempl.in)

Mr. Srinivas Rao : 9885549722 / [p.srinivas@nempl.in](mailto:p.srinivas@nempl.in)

**ANNEXURE-IV****CERTIFICATE OF COMMERCIAL PRODUCTION OF FRK on Letter Head**

I/We here by certify that M/s \_\_\_\_\_, Address \_\_\_\_\_

Having FRK manufacturing unit at \_\_\_\_\_ started commercial production of FRK w.e.f \_\_\_\_\_. The

Installed Capacity of Unit is \_\_\_\_\_ MT per Hour.

Electric Connection \_\_\_\_\_ KW.

FSSAI Licence No. \_\_\_\_\_

**List of Machinery installed**

Sr.No	Particulars(Name of Machinery	Qty(Nos.)	Remarks

The Attested copied of machinery bills and Copy of latest electricity bill is annexed herewith.

DATE:

SEAL:

SIGNATURE OF THE TENDERER

SIGNATURE OF AUDITOR

CHARTERED ACCOUNTANT

NAME IN CAPITAL

M.No.

**ANNEXURE-V**

(To be furnished in Rs.100/- Non-judicial stamp paper ) AFFIDAVIT

(To be attested by Notary Public)

I,.....,S/o Sri....., R/o.....do

Here by solemnly affirm and declare as under:

- That I am the sole proprietor/authorized partner/signatory of M/s.....
- That neither me/ my firm/Company / Society nor any of the partners /Directors/Members has ever been blacklisted by any Central Govt. Ministry/Department, State Govt. or Semi-Govt. or Co-operative Department/Institution/PSU/Board/Corporation.
- That neither me/ my firm/Company / Society nor any of the partners/Directors/Members are under any litigation on account of quality test failure with any of the State/ Central Govt. or Co-operative Department/ Institution ,PSU/Board/Corporation.
- That I/my firm/Company/Society shall abide by the Terms & Conditions of the tender as laid down by the APSCSCL.

Dated:.....

Deponent

**Verification:**

Verified that the contents of my above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Dated:.....

Deponent

**ANNEXURE-VI****DECLARATIONFORM ON LETTERHEAD**

A) I/We..... Have Our

..... Office At ..... Do Declare That I/We Have Carefully Read All The Conditions Of RFP invited By The VC & Managing Director, APSCSCL, Vijayawada For SUPPLY OF FORTIFIED RICE KERNEL (FRKs) WITH THREE (3) MICRONUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS DURING KMS 2022-23 TO destinations OF ANDHRA PRADESH FOR FORTIFICATIONOFCMR TO BE DELIVERED TO APSCSCL/ FCI BY THE FRK MANUFACTURERS. We undertake asunder:-

- That the FRK supplied to APSCSCL would be Strictly conform in the prescribed specifications mentioned in 5.4 ( this may change as per requirement of concern authorities ) as amended up to date and as per schedule commencing immediately from the date of receipt of supply/Work orders from APSCSCL.
- That abide by all conditions set for that herein.
- To take back the FRK rejected or not found to be conforming to specifications, by The APSCSCL at our cost and replace the same.
- **That the Shelf life of FRK would be 18 months from the date of receipt of FRK in APSCSCL.**
- That the downloaded the RFP from [www.apscscl.in](http://www.apscscl.in) havenotbeentampered / modified in any manner. In case, if the same is found to be tampered /modified, I/We understand that my / our bid will be summarily rejected and full EMD will be forfeited and I/We, am/are liable to be banned from doing business with APSCSCL and also liable for prosecution.

SIGNATURE OF THE  
TENDERER

DATE:

NAME OF THE ORGANISATION AND ADDRESS: