



**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED**

(A State Government Undertaking)

**REQUEST FOR PROPOSAL**

EMPANELMENT OF SUPPLIERS THROUGH NeML e-REVERSE AUCTION PLATFORM FOR SUPPLY OF 12950 MTs OF RAW FORTIFIED RICE KERNEL (RAW RICE FRK ) WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR KHARIF 2023-24 TO BUFFER GODOWNS/ OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS UNDER ZONE -I ( Srikakulam - I, Srikakulam -II, Vizianagaram, Parvathipuram Manyam, Visakhapatnam, Anakapalli, Konaseema & Kakinada ) FOR FORTIFICATION OF CMR.

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 FOR KHARIF 2023-24
3	BID DOCUMENT DOWNLOAD START DATE	17.08.2023
4	PRE BID MEETING	22.08.2023 (ONLINE)
5	LAST DATE AND TIME FOR RECEIPT OF TECHNICAL DOCUMENTS	29.08.2023
6	E- REVERSE AUCTION DATE	01.09.2023
7	TENDER INVITING AUTHORITY	VICE CHAIRMAN AND MANAGING DIRECTOR (VC&MD), AP STATE CIVIL SUPPLIES CORPORATION LIMITED
8	ADDRESS	HEAD OFFICE:10-152/L, SRI SAI TOWERS, ASHOK NAGAR, BANDAR ROAD, KANURU, VIAYAWADA - 520007
9	E-MAIL ID 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 12950 MTs OF RAW FORTIFIED RICE KERNEL (RAW RICE FRK ) WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR KHARIF 2023-24 TO BUFFER GODOWNS/ OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS UNDER ZONE -I ( Srikakulam - I, Srikakulam -II, Vizianagaram, Parvathipuram Manyam, Visakhapatnam, Anakapalli, Konaseema & Kakinada ) FOR FORTIFICATION OF CMR.

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) for Upcoming KHARIF 2023-24. 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:

**1. SCOPE OF WORK:-**

**1.1.** The A P State Civil Supplies Corporation Ltd Vijayawada (here in after referred to as Corporation or APSCSCL) invites tenders for "Appointment of suppliers to supply Raw Fortified Rice Kernel (FRK) with Three (3) Micro Nutrients 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).

**1.2.** The requirement of Fortified Rice Kernel with Three (3) Micro Nutrients ( Iron, Folic Acid And Vitamin B12) in 20 kg Bag which has to 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 Tentative quantities are indicated District wise and the districts to which supplies to be made, may vary depending upon the requirement from time to time.**

**1.3.** 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.

**1.4.** The procedure for enrolment and registration of FRK manufacturers, terms and conditions for supply of FRK is detailed below. Some of the clauses to these 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](http://apscscl.in)/www.neml.in for the information of participants. No individual information will be given in this regard.

## **2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.**

**2.1 The tenderer can be allowed to participate for all the Districts in All Zones, however if the tenderer is L1 for one District for any Zone cannot be allowed to participate for the remaining Districts in other Zones. In other words the tenderer after being declared as Successful Bidder, can be awarded work only for one District.**

2.2 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.

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

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

2.5 Experience – Minimum supply of 100 MTs to state Govt./ Central Govt./ PSU or Any Civil Supplies Corporation owned by a state Govt during the past three years.

(Or)

2.6 Without requisite experience, additional 2% Security Deposit should be furnished.

2.7 The Manufacturer should have valid FSSAI license /Registration for food category 99.5 as well quality certification such as ISO: 22000 etc.

2.8 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).

2.9 FRK Manufacturing Units should possess valid GST registration issued by concerned authorities.

2.10 The Bidder should not have been blacklisted / convicted for any offences or violation 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 etc., or any criminal offence under IPC or should not have been debarred from undertaking any such supply activity during the past three years.

2.11 In case of any instance of blacklisting/ conviction of a bidder 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.

### **3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.**

3.1 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.

3.2 Attested copy of audited balance Sheet and profit / loss account for past three years i.e., 2019-20, 2020-21 & 2021-22 duly certified by Chartered Accountant shall be submitted.

3.3 Bidders shall submit attested copy of the Income Tax returns of last three years i.e., 2019-20, 2020-21 & 2021-22 or from the date establishment of their manufacturing unit duly certified with a copy of a PAN card in the name of the unit so operational, attested by authorized signatory.

3.4 Attested copy of Certificate of registration under GST Act as applicable shall be submitted.

3.5 Copy of PAN card attested by authorized signatory.

3.6 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.

3.7 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.

3.8 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.

3.8 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

3.9 Bidders 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
HDFCBankLtd	NCDEXe MarketsLtd	00990690013050	HDFC0000060	Fort,Mumbai
AxisBankLtd	NCDEXe MarketsLtd	004010202176820	UTIB0000004	Fort,Mumbai
StateBankof India	NCDEXe MarketsLtd	30760958792	SBIN0011777	Fort,Mumbai

3.10 The interested bidders may also visit web site [www.neml.in](http://www.neml.in) and [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](mailto:askus@neml.in)

#### 4. 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 **29.08.2023** at the following mail ID: [askus@neml.in](mailto:askus@neml.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.neml.in/www.apscscl.in](http://www.neml.in/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 suppliers 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 **01.09.2023** Any changes in the schedule of e-Auction, date and timings will be published on the website [www.neml.in/www.apscscl.in](http://www.neml.in/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.

## **5. 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 Fortified Rice Kernels (FRK) comprises of:**

- Around 85 % of Rice Flour
- Around 2-4% of Premix (Vitamins and Minerals)
- Around 10 % moisture and emulsifiers.

### **Raw Material Selection:**

The first decisive step in making good fortified rice is the selection of appropriate raw material. The challenge in selecting a compatible specification of ingredients is very critical, as the rice produced should be strong enough to sustain the shelf life and meet the cooking quality of regular rice grains. Receiving, storage and handling of raw material needs to be conducted as per the process. FRK shall adhere to the IS 17782: 2021 FORTIFIED RICE KERNELS-SPECIFICATION and the premix used shall comply with IS 17781:2021VITAMIN MINERAL PREMIX FOR MANUFACTURING FORTIFIED RICE KERNELS- SPECIFICATION.

IS 17782:2021FORTIFIED RICE KERNELS-SPECIFICATION download link  
: [https://standardsbis.bsbedge.com/BIS\\_SearchStandard.aspx?Standard\\_Number=IS%2017782&id=34819](https://standardsbis.bsbedge.com/BIS_SearchStandard.aspx?Standard_Number=IS%2017782&id=34819)

IS 17781:2021 VITAMIN MINERAL PREMIX FOR MANUFACTURING FORTIFIED RICE KERNELS- SPECIFICATION download link:  
[https://standardsbis.bsbedge.com/BIS\\_SearchStandard.aspx?Standard\\_Number=IS%2017781&id=34818](https://standardsbis.bsbedge.com/BIS_SearchStandard.aspx?Standard_Number=IS%2017781&id=34818)

**Major ingredients include:**

- Rice Flour
- Food Grade Vitamin and Mineral Premix per FSSAI guidelines
- FSSAI approved Acid regulators and emulsifiers (Penta sodium Triphosphate – INS 451 (i), Citric Acid INS 330etc.)
- Potable Water (complying Indian Standards for Potable Water Standards IS 10500: 2012 with up to date amendments)

**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
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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 (D90 particles), $\mu\text{m}$	1-3
3.	Yeast and Mould Count (cfu/g)	$1 \times 10^2$

4.	Aerobic Plate Count (cfu/g)	1 x 10 <sup>4</sup>
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Vitamin and mineral premix shall contain following chemicals, which shall be minimum 95% of stated value on the label in case of premix concentrate-

- (a) Micronized ferric pyrophosphate or sodium iron (III) ethylene diaminetetraacetatetrihydrate (sodium feredetate -NaFeEDTA);
- (b) Folic acid; and
- (c) 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 above 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.

### **5.4 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
<b>**Density of FRK</b>	FRK Should not float in potable water and should be immersed.		
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)	3525 to 4250 mg/Kg of FRK	AOAC 944.02 or AACC 40-70.01 (total iron present in ferric form) using Atomic Absorption Spectrophotometry or AOAC 984.27 using ICP Emission.	Each consignment
<b>( Or )</b>  b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate ( Sodium ferredetate – Na Fe EDTA)	1765 to 2125 mg/Kg of FRK		Each consignment
<b>Folic Acid</b>	10000 to 12500 µg/ Kg of FRK	AOAC 992.05 or EN 14131 using micro biological extraction	Each consignment
<b>Vitamin B-12</b> (Cynocobalamine, Hydroxycobalamine)	100 to 125 µg/ Kg of FRK	IS16640	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		

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
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**\*\* If the FRK floats in water the entire consignment shall be rejected.**

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

The standards for Three (3) Micro nutrients of fortified rice as specified by FSSAI at the beneficiary level are detailed below:

As per recommendations of FSSAI standards, the Level of 3 Micro nutrients is mentioned in the table below.		
S.No	Nutrient	Level of Fortification per Kg
1	<b>Iron</b> - (a) Ferric pyrophosphate ( <b>or</b> )	28 mg - 42.5 mg *
	(b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate (Sodium feredetate - Na Fe EDTA) ;	14 mg - 21.25 mg
2	<b>Folic acid</b> - Folic acid ;	75 µ g - 125 µ g
3	<b>Vitamin B 12</b> - Cyanocobalamine or Hydroxy cobalamine ;	0.75 µ g - 1.25 µ g
<b>Note: * added at a higher level to account for less bioavailability.</b>		

\*10 gm Fortified Rice Kernels are required for blending with 1 kg regular rice to produce fortified rice.

\*\*To ascertain above levels of micronutrients as prescribed by the FSSAI, the manufacturer should produce the Fortified Rice Kernels as per the specification mentioned above :

- a. At the time of delivery of stocks by the tenderer, 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.
- b. 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.

**a. PACKING:**

- i. **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 <b>and shall be heat sealed after filling of FRK</b>
Packaging Size	: 20 kg.

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

**5.7.2 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.

- 5.6.2.1 Name of the Product
- 5.6.2.2 Intended Consumption
- 5.6.2.3 Ingredients
- 5.6.2.4 Vegetarian logo
- 5.6.2.5 Net weight
- 5.6.2.6 Detailed address of Manufacturer
- 5.6.2.7 Instructions for Use
- 5.6.2.8 Storage Conditions
- 5.6.2.9 Batch Number/ Lot Number/ Date & Time of Manufacturing/ Shelf Life
- 5.6.2.10 Not for Retail Sale

5.6.2.11 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

5.6.2.12 It shall mention in bold

**‘NOT TO BE CONSUMED AS AN INDEPENDENT PRODUCT’**

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

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.

5.7.3 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.

**5.7.4 The batch size of Premix shall be up to 10 MTs only**

**5.7.5 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.**

**5.7.6 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

- 6.1 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 list notified by Food Safety and Standards Authority of India. The stocks which qualify the parameters as per Clause-5.4 shall only be supplied. Each and every consignment shall accompany such Assaying Certificate issued by NABL/State Food Laboratory accredited food testing laboratory.
- 6.2 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. Bidder may note that the cost of assaying will be borne by them for the test and such costs will be deducted while making the payment for supplies made.
- 6.3 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.
- 6.4 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

- 7.1 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 as well as NeML.

- 7.2 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.
- 7.3 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)
- 7.4 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@neml.in](mailto:askus@neml.in) only.
- 7.5 The completed technical & relevant documents shall reach NeML before 29.08.2023.
- 7.6 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**

- 8.1 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.
- 8.2 The registered members with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 8.3 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
- 8.4 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
- 8.5 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.
- 8.6 The bidder should intimate NeML for the transfer of funds and update the details on the CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on (022) 48810500
- 8.7 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Escrow Account provided by NeML.
- 8.8 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.

8.9 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.

8.10 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.

8.11 Reverse Auction will be conducted for Tentative Quantity of District wise under the Respective Zone in Andhra Pradesh.

8.12 The price quote shall be in Rupees Per Quintal only.

8.13 The minimum Bid Tick size is one Rupee per Quintal.

8.14 **The Price quoted shall be inclusive of all applicable taxes, transport charges to the destination and GST if any.**

8.15 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.

8.16 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.

8.17 The results of the e-Tender as approved by APSCSCL are binding on all bidders.

8.18 The successful Tenderer will be intimated the acceptance of his tender by a letter /email by APSCSCL.

8.19 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.

8.20 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.

8.21 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.

- 8.22 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.
- 8.23 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.
- 8.24 In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 8.25 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.
- 8.26 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.
- 8.27 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.
- 8.28 The APSCSCL reserves the Right to accept/reject/cancel/any or all the tenders without giving any reasons.
- 8.29 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.
- 8.30 Entire fee charged on prospective bidders for bid submission and participation by APSCSCL is non-refundable.

## **9. EARNEST MONEY DEPOSIT**

- 9.1 The registered suppliers need to deposit 2.295 % on the trade 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

9.2 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.

9.3 The Earnest Money Deposit remitted will not carry any interest.

9.4 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 APCSCL or by NeML once transaction charges have been collected by NeML.

9.5 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%.

9.6 The 2% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 5% Security Deposit.

## 10. SECURITY DEPOSIT

10.1 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.

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	VC & MD APSCSCL	37270582042	SBIN0016857	MG ROAD, VIJAYAWADA

10.2 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.

10.3 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

11.1 The short-listed manufacturers who qualify in e-auction for each destination will be issued with Supply/Work orders indents by the APSCSCL. The to the manufacturer will be issued subject to payment of prescribed security deposit.

- 11.2 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.
- 11.3 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.**
- 11.4 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.**
- 11.5 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.
- 11.6 Violation of any of the Clause/Clauses of the Supply/Work order shall be deemed as violation of Terms and Conditions of Tender.
- 11.7 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.
- 11.8 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.
- 11.9 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.**

- 12.1 The successful bidder is required to deliver the specified quantity of Fortified Rice Kernels (FRK) in 20 kg bags, adhering to the provided specifications, within a timeframe of 20 days upon receiving the movement order from DCSM, APSCSCL.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

**13. 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.

**14. TERMS OF PAYMENT**

- 14.1 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.
- 14.2 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.

**15. EXTENSION TIME/ PENALTY ON DEFAULT:**

- 15.1 The Tender's validity period for 9 months, 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 extension of time shall be given with the discretion of VC & MD, APSCSCL.
- 15.2 The entire ordered quantity of Fortified Rice Kernels (FRK) should be supplied within the stipulated time. No extension of time will be granted for supply of Fortified Rice Kernels (FRK) beyond the specified date fixed by GoI for delivery of CMR/fortified Rice.
- b. The entire order quantity of FRK shall be supplied to the destination points within the stipulated time given in the movement order. Any slackness or delay of supplies will be viewed seriously, each day of delay in supply on work 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.
- 15.3 Penalty for the late deliveries will be imposed as per the discretion of the VC & Managing Director.
- 15.4 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.

15.5 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.

15.6 In the event of failure by the tenderer (s) at any stage of the supplying process, the EMD and Security will be forfeited and Corporation may also proceed with blacklisting of the firm.

15.7 In the event of termination of the manufacturer due to violation of the agreement or under any Agreement with the Corporation, all other contracts that the 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.

#### **16. 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 is closed or partly revised or modified, or if any change in policy of the State/Central Government is effected or any amendment made to the Act or Rules 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 partly continues for which manufacturer is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.
- The firm/ Society / company/ LLP as the case may be, shall notify to the Corporation the death /resignation of any of their 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 followings:
  - 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 promptly correct the defect in the supplied goods in the time limit given by rice mill/ 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.
- **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.18 (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:****i) 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.

**ii) 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.

**iii) 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.

**iv) 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.

**v) VOLUME OFWORK:**

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.

**vi) 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.,

**vii) 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.

**viii) SUBLETTING:**

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

**ix) OBSERVANCE OFLAW:**

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.

**x) 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.

**x) 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:**

i) The tenderer shall remain in force for a period from the date of appointment or till the fortification process as entrusted by Government from time to time allotted and entrusted to the Tenderer during the above period of supplies.

ii) 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:**

a. NCDEX e-Markets Ltd will be providing e-Auction platform and other services for the purpose of price discovery and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract or thereafter entered into by a between buyer and the Seller. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as mentioned in this Terms and Conditions.

b. Both Buyer and Seller agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller except in case of NeML gross negligence and willful default while conducting e-auctions and services undertaken by NeML as prescribed herein above. Both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between buyer and seller.

c. Buyer and seller shall be responsible for complying with Income tax act, GST and all other laws, regulations, act etc. for the transaction carried between them.

#### **24. JURISDICTION**

All Civil suits arising under this agreement should 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 23 of the above Tender document.

Place:

Signature of Applicant: \_

-----

Name: -----

Date:

Seal:

**VC & MANAGING DIRECTOR**

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

Sr. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant/Organisation	
2	Constitution	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership Firm/LLP <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Co-operative Society <input type="checkbox"/> Govt. Company / Govt Organisation
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 :	<input type="checkbox"/> Single Commodity <input type="checkbox"/> Multiple Commodity
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	

⊗InitialsPlease

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>	<input type="checkbox"/> Individual
		<input type="checkbox"/> Proprietor
		<input type="checkbox"/> Managing Partner
		<input type="checkbox"/> Managing Director
		<input type="checkbox"/> Chief Executive Officer
		<input type="checkbox"/> Chairman/Secretary
		<input type="checkbox"/> Others Please Specify

⊗ InitialsPlease

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 :

Affix Passport  
size  
photograph of  
the Signatory

**Annexure-II****District wise estimated quantity of Fortified Rice Kernels (FRK) for ZONE -I**

Zone	District Name	Tentative Quantity of FRK	Date Of Auction	Start Time	End Time	Extensions
Zone -1	Srikakulam -I	2750	01.09.2023	11:00 AM	11:30 AM	3 Extensions 5 Minutes Each
	Srikakulam -II	2750		12:00 PM	12:30 PM	3 Extensions 5 Minutes Each
	Vizianagaram	2200		1:00 PM	1:30 PM	3 Extensions 5 Minutes Each
	Parvathipuram Manyam	1000		2:00 PM	2:30 PM	3 Extensions 5 Minutes Each
	Visakhapatnam	160		3:00 PM	3:30 PM	3 Extensions 5 Minutes Each
	Anakapalli	200		4:00 PM	4:30 PM	3 Extensions 5 Minutes Each
	Konaseema	2200		5:00 PM	5:30 PM	3 Extensions 5 Minutes Each
	Kakinada	1690		6:00 PM	6:30 PM	3 Extensions 5 Minutes Each
	<b>Total</b>	<b>12950</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**

**Addresses and contact details of NABL accredited food testing laboratories for analysis of fortified food sample taken under FSSAI Regulation and as per List Communicated by Government of India. (As on updated by FFRC)**

**LIST OF LABS FOR TESTING OF FRK**

S.No.	NAME OF LAB	CONTACT PERSON	CONTACT NUMBER	EMAIL ID	PRIVATE/ GOVT.	REGION	NABL status for FRK
1	Edward Food Research & Analysis Centre Limited (EFRAC) Subhasnagar, Nilgunj Bazar, N24 Parganas, Kolkata-700121	Dr Balwender Bajwa	9836269043	riceproject@efrac.org	PRIVATE	EAST	Received
2	Bee Pharmo Labs Pvt. Ltd. Thane, Maharashtra.	Mr. Bhavesh Limbachiya (Technical Director)	9820113704	bhavesh@beepharmo.com food@beepharmo.com	PRIVATE	WEST	Received
3	Interstellar Testing Centre Private Limited Plot No 2, Site No. 12/2A, Industrial Estate, Perungudi, Sholinganallur Taluk, Chennai-600 096	Mr. S. Dillibabu (Laboratory Head)	7760992716 044-24962512	sd.babu@itclabs.com	PRIVATE	SOUTH	Received
4	Envirocare Labs Pvt Ltd A-7, A-8 Enviro House, Midc, Wagle Estate Main Road, Thane, Thane, Maharashtra, India	Mrs. Yogita Salunkhe	9167232026	yogita.s@envirocare.co.in nilesh.a@envirocare.co.in megha.b@envirocare.co.in rahul.d@envirocare.co.in	PRIVATE	WEST	Applied

5	Chennai Mettlex Lab Pvt Ltd No.83, MKN Road, Jothi Complex, Guindy, Chennai 60032,Tamil Nadu	Dr. D. Sathiya Narayanan	7299056233	tmhead@mettlexlab.com	PRIVATE	SOUTH	Applied (NABL Assessment Completed)
6	FICCI Research and Analysis Centre New Delhi, Plot No - 2A, Sector-8, Dwarka, New Delhi - 110077.	Dr. Monika Gupta (GM-Technical)	7042492153	dr.monikagupta@fraclabs.org info@fraclabs.org	PRIVATE	NORTH	Applied
7	Ashwamedh Engineers & Consultants Nasik, Survey No. 102, Plot No.26,Wadala Pathardi Road, Indira Nagar, Nashik-422009, Maharashtra	Dr. Aparna Pharande (CEO)	09325385516/ 9822261081	sales@ashwamedh.net, ashwamedh_nashik@hotmail.com, aparna@ashwamedh.net	PRIVATE	WEST	Applied
8	Neogen Food & Animal Security (India) Pvt Ltd Cochin, Uchikkal Lane, Poonithura, P.O. Cochin – 682038, Kerala	Mr. V. M. Unnikrishnan (Lab Director)	7558864449	info@neogenindia.com, unnikrishnan@neogenindia.com	PRIVATE	SOUTH	Applied (NABL Assessment Completed)
9	CALF - National Dairy Development Board, Post Box No. 40, NDDB Campus, Anand 388 001 Gujarat	Dr. Rajesh Nair, Director	02692-264675, 7574835057	calf@nddb.coop, rajeshnair@nddb.coop	PUBLIC SECTOR	WEST	Received

10	ProComm Laboratory, National Bulk Handling Corporation Pvt. Limited, 1st Floor, Z Block, Market-III, Sector-19B, Phase-II, Vashi, Navi Mumbai, Maharashtra	Chetana G Pawar	9096017984	Chetana.Pawar@nbhcindia. com	PRIVATE	WEST	Received ( as per SOP method)
11	Monarch Biotech Pvt.Ltd, Chennai 37-A, SIDCO Industrial Estate, Thirumazhisai, Chennai - 600124.	Mr.A M.Shiva Kaarthick (C.E.O)	09176640172 / 09176640177	monarchbio@gmail.com	PRIVATE	SOUTH	Applied
12	TUV Nord Group, TUV India House , Survery No 42, 3/1 & 3/2, Near Pashankar Auto(Baner), Sus- Pashan Road, Pune 411021	Ms. Pallavi Kale	020-67900088	pallavi@tuv-nord.com	PRIVATE	West	Will be applying
13	AES Laboratories Pvt. Ltd. B - 118, Phase - 2, Noida, Uttar Pradesh, India	Mr. Vishal Arora (Director)	9811331569 0120-4646713	vishal.arora@aeslabs.com tqm@aeslabs.com	PRIVATE	NORTH	Received
14	Geo-Chem, Laboratories Pvt. Ltd. Aroor Aman Commercial Complex, Opp. Mercy School, Aroor-688537.	Sheetal Patil	9930068601	laboratory@geochem.net.in, sureshbabu.p@geochem.net .in	PRIVATE	SOUTH	Applied

**ANNEXURE-IV****A. List of APSCSCL Officials in Head Office**

<b>SL.No.</b>	<b>Head Office</b>	<b>Mobile No</b>
1	Manager Fortification	77020 03588

**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-V****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 copy 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-VI**

(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:

1. That I am the sole proprietor/authorized partner/signatory of M/s.....
2. 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.
3. 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.
4. 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-VII****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 FORTIFICATION OF CMR TO BE DELIVERED TO APSCSCL/ FCI BY THE FRK MANUFACTURERS. We undertake as under:-

1. That the FRK supplied to APSCSCL would be Strictly conform in go the FSSAI specifications as amended up to date and as per schedule commencing immediately from the date of receipt of supply/Work orders from APSCSCL
2. That abide by all conditions set for that herein.
3. To take back the FRK rejected or not found to be conforming to specifications, by The APSCSCL at our cost and replace the same.
- 4. That the Shelf life of FRK would be 18 months from the date of receipt of FRK in APSCSCL.**
5. That the downloaded the RFP from [www.apscscl.in](http://www.apscscl.in) have not been tampered / 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

ESS: