



APSCSCL

Andhra Pradesh State Civil Supplies Corporation Limited
(A State Government Undertaking)

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A State Government Undertaking)

REQUEST FOR PROPOSAL

APPOINTMENT OF SUPPLIERS FOR SUPPLY 25000 MT's OF RAGI (FINGER MILLET) IN 50 KG NEW JUTE GUNNY BAGS WITH FOODGRADE POLYTHENE INNER LINER UNDER PUBLIC DISTRIBUTION SCHEME OF GOVERNMENT OF ANDHRA PRADESH FOR THE PERIOD OF ONE YEAR (June 2025 to May 2026) THROUGH NCDEX E MARKETS LIMITED ZONE WISE E-REVERSE AUCTION PLATFORM.

Regd. Office : 10-152/1, Sri Sai Towers,
Ashoknagar, Bandar Road, Kanur, Vijayawada - 520007

Web site: www.apscsc.gov.in

**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

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TENDER DETAILS

S. No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.
2	Circle/District	All twenty six (26) Districts in Andhra Pradesh.
3	Tender Number	Tender Reference No: No.Mktg.2/Ragi Tenders/June'2025 to May'2026
4	Tender Subject	Bids are invited from the eligible bidders for supply of 25,000 MTs of Ragi (FingerMillets) in 50 kg new jute gunny bags with foodgrade polythene inner liner under Public Distribution Scheme of Government of Andhra Pradesh for the Period of One Year(June 2025 to May 2026)
5	Period of Contract	As given in the tender schedule
6	Form of Contract	Rate contract
7	Tender Type	Open
8	Tender Category	Products
9	EMD	Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit 2.795 % of the bid value as EMD (margin money) with the NCDEX e Markets Ltd into the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer.
10	Transaction Fee (Non -Refundable)	In lieu of services provided for the e-auction, NeML will charge service fees at the rate of 0.25% on the price discovered value from the Successful bidders. Subsequently, the transaction charges shall not undergo any change based on the purchase or sale undertaken by parties outside the NeML platform.
11	Quantity	25,000 MTs
12	Number of schedules	3 , one for each zone
13	Bid validity	30 Working days from the date of e-Auction on the NeML Platform

14	Contract Period	One Year.
13	Bid Document Downloading Start Date	09.04.2025
15	Last date for submission of Technical Documents	19.04.2025 up to 05:00 PM
16	Resubmission Date	22.04.2025 & 23.04.2025
17	e- Auction	25.04.2025 at 11:00 AM onwards
18	Tender Inviting Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
19	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007
20	Contact Details/ Telephone, E-Mail ID	Manager (Marketing) Mobile No : 8247426818, Land Line phone: +91-866-2551912, e-mail ID : pdsho.apscsc@ap.gov.in
21	Eligibility Criteria	Processers/Traders.
22	Procedure for Bid Submission	<p>1. Online Registration and Submission:</p> <p>In order to participate in this tender, the bidders are required to register on the NCDEX e Markets Limited (NeML) platform. Subsequent to successful registration, scanned copies of the following documents must be submitted to apreg@neml.in by 5:00 PM on 19.04.2025. Bidders who are already registered with NeML earlier, need not register again.</p> <p>Completed application forms (duly filled, self-attested, and signed by an authorized person), relevant technical documents, Proof of payment for the registration fee, wherever required, are to be uploaded. Please note that offline bids will not be accepted by the Tender Inviting Authority</p> <p>2. NeML Platform Registration: For assistance with registration and submitting scanned documents, bidders can contact the NeML platform Help Desk at www.neml.in.(+91-22) - 48810500) or askus@neml.in</p> <p>3. Tender Documents: Bidders are required to download the tender document from the NeML platform/ APSCSCL and carefully review all terms and conditions. Any clarifications regarding the tender document should be directed to the Tender</p>

		<p>Inviting Authority. Offline submissions of the tender document will not be considered.</p> <p>Bidders are also responsible for monitoring the NeML platform/ APSCSCL website for any addendums or corrigenda issued by the Tender Inviting Authority in their own interest. APSCSCL shall not be held liable for any claims or issues arising from a bidder's failure to stay informed.</p> <p>4. NCDEX e Markets Ltd. Registration:</p> <p>NCDEX e Markets Ltd. will review all applications for registration and enroll eligible applicants on the auction platform. Registered participants will be assigned a user ID and password to participate in the e-Auction. Bidders already registered with NeML must still submit all documents specified in this tender document.</p>
23	General Terms and Conditions	<p>Other terms and conditions as embodied in the Tender Documents.</p> <p>Any clarifications can be referred to by e-mail : pdsho.apscsc@ap.gov.in</p>

**#ApprovedByName#
VC & Managing Director.**

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

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APPOINTMENT OF SUPPLIERS FOR SUPPLY 25000 MT's OF RAGI (FINGER MILLET) IN 50 KG NEW JUTE GUNNY BAGS WITH FOODGRADE POLYTHENE INNER LINER UNDER PUBLIC DISTRIBUTION SCHEME OF GOVERNMENT OF ANDHRA PRADESH FOR THE PERIOD OF ONE YEAR (June 2025 to May 2026)THROUGH NCDEX E MARKETS LIMITED ZONE WISE E-REVERSE AUCTION PLATFORM.

The APSCSCL invites applications from the eligible Ragi(FingerMillets) suppliers for enrollment as registered suppliers for supply of Ragi(Processed) (Fingermillets), to be delivered at various MLS Points situated across the State, for onward distribution to the BPL card holders through PDS. The procedure for enrolment, registration, terms and conditions of supply under the e-procurement mode for supply of Ragi (Fingermillets) is detailed below. APSCSCL shall follow e-procurement mode and entrusted the same to NCDEX e Markets Limited for conducting electronic auction system for price discovery and procurement of Ragi(Fingermillets) from registered suppliers.

1. SCOPE OF WORK:-

- i. The APSCSC Ltd being the appointed agency for procurement of Clean Ragi (Processed) (FingerMillets) by Government of Andhra Pradesh proposes to procure the Ragi (Finger Millets) from the suppliers of Ragi (FingerMillets) through e-procurement process.
- ii. The requirement of Ragi (FingerMillets) will be 25,000MTs for One Year i.e., from **June 2025 to May 2026** which has to be supplied in 50 kg new jute gunny bags with foodgrade Polythene inner liner to the MLS points of the Corporation in all the districts zone wise in the AP State. A bidder can participate in all the zones, however only one zone, where the bidder is L1, will be allotted. The process of allotment will be zone wise in seriatim. Once a bidder is determined as L1 in a zone, the system will not allow that particular bidder in other zones. The list of MLS points and the approximate District wise quantities of the Ragi(FingerMillets) required for above

monthsis at Annexure 1. The quantities indicated in respect of each district are tentative and may vary depending upon the requirement. The APSCSCL has the right to increase or decrease the ordered quantity depending on the requirement. Under weighment or shortage recorded by the MLS Point Incharge shall be supplied / replaced by the supplier at his own costwith in 5 working days from the date of such intimation.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.

- i. Millers/Traders/Bulk Suppliers / traders from all over India are eligible to participate in tendering process.
- ii. The Bidder should have valid GST registration issued by concerned authorities.
- iii. Tenderers who have been blacklisted/debarred/Banned/Suspended by APSCSCL/Legal Metrology Department, AP State/ will be ineligible during the period of such debarment.
- iv. The average Annual Turnover of the firm should not be less than 8.50 crore duringthe last 3 consecutive Financial Years (i.e 2021-22, 2022-23 & 2023-24).
- v. The firm/applicant should have prior experience of supplying Ragi (Finer Millets) to any state/central agency or Private Entities.

3. INSTRUCTIONS FOR SUBMITTING TENDER

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

- i. The tenderer shall register with www.market.neml.in
- ii. Bidders have to deposit the **registration fee ofRs.5900/- (Rs 5000+18% GST)** along with their required documents to get themselves registered.
- iii. The registration fee can be directly transferred to the bank account given below.

Bank Name	Account Number	IFSC	Branch Name
HDFC Bank	00990690013050	HDFC0000060	Fort, Mumbai

- iv. If the bidder is already registered with NeML& renewed their membership of FY 2025-2026, this payment need not be made.

Copy of following documents to be furnished along with the application.

- v. Self-attested copy of PAN of the Bidder.
- vi. GST Registration Certificate of the Bidder.
- vii. Name of Managing Partner/ Authorized signatory in case of LLP/ Partnership Firm/ Company / Proprietary Concern as the case may be.
- viii. The address proof of the authorized signatory viz., copy of passport / voter ID or any other document issued by the Central or State Government indicating the address of the bidder should be submitted along with the application.
- ix. Audited Financial Statements specifically including Balance Sheet, Profit & Loss A/c for last three (3) years financial years (FY 2021-22, 2022-23 and 2023-24) attested by Chartered Accountant.
- x. Acknowledgment of Income Tax Returns filed for the (FY 2021-22, 2022-23 & 2023-24).
- xi. Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government/Government undertakings - State or Central in the format given in Annexure
- xii. Bank account details of firm along with IFSC code, Branch details, address shall be furnished on the letterhead of the bidder and certified by the concerned banker. Alternatively, a copy of cancelled cheque may be enclosed
- xiii. Experience certificate issued by concerned State heads of State/ Central / PSU or respective Heads of the Department should be uploaded in the portal along with other relevant documents. In case of experience in the Private Ltd, Company, the bidder shall mandatorily produce certificate as per **Annexure V**.
- xiv. In case of partnership firm or Co-operative or Corporate, the bidder should furnish a copy of the partnership deed or byelaw or memorandum as the case may be.
- xv. All the pages of the RFP document shall be signed and uploaded along with the other documents of Tender, in token of acceptance that the tenderer has understood all the terms and conditions of the tender document.

xvi. The completed technical bid along with relevant documents is to be sent to **apreg@neml.in on 19.04.2025, before 5:00 PM (IST)**. Submission of Physical Tender is not allowed

4. EVALUATION OF APPLICATION FOR REGISTRATION.

- i. The applications received by NeML before the last date and time of bid submission only will be evaluated. APSCSCL reserves the right to extend the submission date of applications, subject to the publication of a circular/corrigendum regarding such extensions on the **website: apscscl.in as well as on NeML's website i.e. www.neml.in.**
- ii. NeML will evaluate the documents submitted in the technical bid. Only those bidders / tenderers who provide valid documentary evidence in compliance with the eligibility criteria/conditions will be considered for technical qualification.
- iii. Only bidders who meet the technical qualifications will be allowed to participate in the e auction to be conducted on **www.market.neml.in.**
- iv. The registered bidders will not be individually notified about their technical qualification or their participation in the e-auction. However, they may **contact NeML via email at askus@neml.in** to know their status.
- v. The completed technical and relevant documents must reach NeML **before 5:00 PM (IST) on 19.04.2025.** Physical tender documents will not be accepted.
- vi. After technical bid is opened and evaluation done, if required, APSCSCL reserves the right to, but without any obligation to do so, seek any shortfall information / documents. This documents/ Information shall be only historical ones, which pre existed on the date of bid submission and have not undergone change since then. The bidders will be given an opportunity to submit only the documents which have fallen short or not legible and are which are pre-existing as on original date of submission of bid. The bidders will be required to resubmit the same within 2 days or from the date of intimation of such deficiency by NeML within such time given

5. SCHEDULING OF E-AUCTIONS.

- i. The Corporation will conduct financial e Auction on **www.market.neml.in (e- Auction platform)**. Only technically qualified tenderers will be permitted in financial e-auction.
- ii. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and NeML.

- iii. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e- Auction through the websites in their own interest, rather than depending on other mode of information sources.
- iv. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID 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 user ID and password. The user is therefore advised to check the user ID and the password before the e Auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
- v. The System time of NeML portal will be considered to start and end the e-auction.
- vi. Price Quote shall be Rupees per Quintal (for the entire quantity in the Zone & Minimum Tick Size (Decremental Size) is 1 Rupee.
- vii. Price quoted shall be Inclusive of below :
 - a) all incidental expenditure, transaction charges, custom duty and GST payable for delivery at MLS Points in the district of A.P.
 - b) Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges, transaction charges, insurance, etc till MLS Points in the districts concerned of the Corporation in A.P.
- viii. During the Auction session, a bidder may modify his price downwards till the end of e-Tender schedule. Bids submitted after the closure of Tender will be rejected. No cancellation of Bids shall be allowed during the Tender session.
- ix. However, the Tender platform will not allow the bidder to modify his/her bid to increase the price once quoted.
- x. There will be 3 (Three) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session.
- xi. In case of two or more bidders emerge as lowest with identical prices after conclusion of e Auction, bidder who puts in his/her bid first on e-Auction platform gets priority and considered as lowest as per the timestamp of the software.
- xii. **The evaluation and finalization of bids received shall be made based on the lowest price quoted by the bidders per Quintal for each of the Zones. APSCSCL reserves the right to negotiate with L1 bidder for any possible reduction in the price. The bids of all bidders who have participated in the e Auction must remain valid for period of Thirty (30) days from the date of e-Auction.**

- xiii. **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.
- xiv. The results of the e Auction as approved by APSCSCL are binding on all bidders.
- xv. The successful Tenderer will be intimated the acceptance of his tender by a letter /email by APSCSCL.
- xvi. The VC& 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 VC & Managing Director in this regard is final and binding on the tenderers.
- xvii. 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 Tenders of APSCSCL for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xviii. APSCSCL/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 NeMLPlatform. In case, if e-ender cannot be held on scheduled date due to Server problems, the same will be rescheduled and will be held on alternative day, the details of such date/bidder will be notified in the website of APSCSCL and NeML website.
- xix. In case of any indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- xx. 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.
- xxi. 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 service provider.

6. EARNEST MONEY DEPOSIT

- i. Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit **2.795% of the bid value** with the NeML into the Virtual Account to participate in the proposed auctions. This payment is to be done by way of RTGS or electronic fund transfer before participating to the e- auction.

- ii. Out of this 2.795%, an amount equivalent to balance 0.295% will be retained by NeML towards transaction charges in respect of successful bidder. The balance amount equivalent to 2.5% will be transferred to APSCSCL towards Earnest Money Deposit (EMD) in respect of successful bidder.
- iii. In case of unsuccessful bidders, the total amount so deposited would be refunded by NeML on the withdrawal request made by the bidder through www.market.neml.in, latest by one day from the day of closure of e-Auction.
- iv. The amount remitted towards Earnest Money Deposit (EMD) is liable to be forfeited in case if the:
 - a. Bidder withdraws his e-tender or backs out after acceptance.
 - b. Bidder withdraws his bid before the expiry of validity of the offer, the period specified in the specification or fails to remit the security deposit.
 - c. Bidder violates any of the provisions of these regulations contained herein.
 - d. Bidder revises the terms quoted during the validity period.
 The bidder fails to sign the contract with in the stipulated time

7. SECURITY DEPOSIT

- i. The successful bidder upon receipt of communication regarding acceptance shall arrange Security Deposit an amount equivalent to 10% (Ten percent) of the order value as security deposit within five working days directly to APSCSCL Account. The EMD already paid will be converted to Security Deposit. Thus, the total Security Deposit would be 10% of the order value.

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	VC&MD, APSCSCL	00000037270582042	SBIN0016857	MG Road, Vijayawada

- ii. In case of failure of tenderer to deposit the Security deposit amount as stipulated within five working days of acceptance of his tender, further extension of one week can be given subject to levy of interest @10% per annum for the delayed period on the unpaid amount towards penalty, for a maximum period of ten working days, after which period, the offer letter will be withdrawn and EMD remitted by the successful bidder will be forfeited.
- iii. The Security Deposit furnished by the tenderer will be subject to the terms and conditions mentioned in the RFP and the Corporation will not be liable for payment of any interest on the Security deposit.

- iv. In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The Tenderer will also be debarred from participating in any future tenders of the Corporation for a period of three years. After the completion of prescribed period of three years, the party may be allowed to participate in the future tenders of Corporation provided all the recoveries/ dues have been affected by the Corporation and there is no dispute pending with the contractor/party.
- v. The Security Deposit will be refunded to the Supplier on due satisfactory performance of the services, and on completion of all obligations by the Supplier under the terms of the Contract, and on submission of a 'No due certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Supplier. The Corporation will not be liable for payment of any interest on the Security Deposit.
- vi. In case Security Deposit is paid by the successful tenderer along with the penalty, only 10% paid towards Security Deposit will be refunded on completion of contract. The extra amount paid over and above the stipulated 10% will be appropriated towards penalty for delayed remittance of security deposit.

8. PERIOD OF CONTRACT:

The contract will ordinarily be in force for a period of One year i.e., From **June 2025 to May 2026** from the date of the acceptance of the letter. The contract can be extended by the VC&MD, AP State Civil Supplies Corporation Limited, on the same rates, terms and conditions keeping in view of public interest, subject to performance of the Supplier. The action of the VC&MD in extending the contract period shall be final and binding on the Supplier and shall not be called into question

9. SPECIFICATION:

9.1 Quality

- a. The quality parameters for Clean Ragi (Processed) (Fingermilletts) are detailed below for the reference of all eligible suppliers. The APSCSCL has the right to alter the parameters at its own discretion before notifying the e-auction schedule.
- b. The Ragi(Fingermilletts) shall be of the current year production. The Ragi shall be processed, dried and matured grains of *Eleusine coracana*. It shall have uniform

size, shape and colour. It shall be in sound merchantable condition and also conforming to prescribed norms under Food Safety & Standards Act.2006 /Rules prescribed thereunder.

- c. Ragi shall be sweet,hard, clean, wholesome and free from Argemone Mexicana and Lathyrus sativus (Kesari) in any form coloring matter, moulds, weevils, obnoxious smell, admixture of deleterious substances and all other impurities except to the extent indicated in the schedule below.

Schedule of specifications (by GOI)

S.No	Refractions	Maximum Limits (%)
1	Foreign matter*	1.0
2	Other food grains	1.0
3	Damaged grains	1.0
4	Slightly Damaged grains	2.0
5	Moisture	12.0

*Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin.

- d. The contractor/supplier shall submit Certificate of Analysis (CoA) for Quality Parameters of Ragi from any NABL accredited Food Lab for every batch along with the truck at the time delivery of stock to MLS point. The size of each batch shall not be more than 60 MTs., failing which the consignment will not be accepted.
- e. The recognition and validity of NABL Accredited laboratories shall be governed by the guidelines or orders issued by FSSAI from time to time. The latest accreditation validity of the laboratories may be referred from **the NABL website (www.nabl-india.org) prior to sending samples to the laboratories.**
- f. The contractor/supplier shall supply the Ragi in homogeneous condition and each and every bag shall be homogeneous and within the prescribed quality limits.

- g. Once stock reaches the MLS Point, the samples will be drawn from randomly selected bags, from each truck before unloading. The samples so drawn shall be analyzed for the prescribed quality parameters and will be accepted only on confirmation of the parameters. The stock not meeting the quality parameter shall be rejected out rightly.
- h. At District level every truck shall be analyzed and then shall accept the stock which is in limit
- i. Districts shall forward samples from 1/4th of MLS Points for cross check of quality to HO QC lab received in a particular month by 7th of succeeding month, the result of which will be given by next 7 days.
- j. Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the Supplier's premises
- k. The shelf life of the Commodity shall be 10 months from the date of supply of commodity to APSCSCL.

9.2 Packing

****The new jute gunny bag shall have a capacity of 50 kg, with a tare weight of 580 grams. The net weight of Ragi shall be 50 kg.**

The following particulars shall be clearly and indelibly marked on each Bag of Packed Commodity:

- (a) Name of the commodity
- (b) Name and address of the Supplier
- (c)Gross Weight
- (d) Net Weight
- (e)Crop Year
- (f) Month & year of packing
- (g) If any other information specified under the Legal Metrology (PackagedCommodities) Rules, 2011,made under the Legal Metrology Act, 2009 (1 of2010) the Food Safety and Standards Act, 2006 (34 of 2006).

10. TERMS AND CONDITIONS OF DELIVERY:

- i. The successful bidder shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered supply quantity and complete the delivery at

the designated delivery depots as specified by APSCSCL as per time schedule given below:

S. No	Particulars	Time lines
1	Remittance of Security Deposit, Execution of Agreement and Issue of Work Order	5 working days from date issue letter of acceptance
2	Supply of Ragi	Within 10 days from the date of issue Work /Movement Order

- ii. The successful bidder should supply the Ragi (Finger millets) in 50 kg new jute gunny bags with food grade Polythene inner liner and all the bags shall be machine stitched.
- iii. The supplier will be provided ID and Password to login Supply Chain Management and shall generate Truck Sheets duly entering the quantity intended to supply, vehicle number, Driver Name and UID of the Representative/Driver. The Representative/ Driver shall authenticate along with the MLS Point Incharge in the e-PoS machine for online acknowledgement.
- iv. The supplier shall submit the following documents at the time of giving delivery of the consignment to the respective MLS points of the Corporation.
 - Tax Invoice - 2 Originals
 - Delivery Challan
 - Way bill
- v. Supplier shall furnish a daily report to the District officer and the Head office on supply of stocks truck wise and destination wise quantity delivered through email and FAX.
- vi. The successful suppliers should take adequate precautions to prevent damage or deterioration to Ragi (Finger millets) during storage/transportation. He should also insure the stock during transit at his cost.
- vii. The successful suppliers should deliver at his cost to the designated MLS Points/storage place as per the supply order / indent issued by APSCSCL Assaying Report at the loading point from any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India
- viii. Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
- ix. The successful bidder shall arrange to record gross weight on electronic weighbridge before unloading of the consignment at MLS point. The copies of weigh bridge receipt along with

copy of invoice / delivery Challan shall be handed over to designated official at the time of giving delivery. Deliveries without valid documents, as mentioned will be summarily rejected and will not be accepted.

- x. Consignment will be unloaded at the designated warehouse during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the concerned officer of APSCSCL will verify the documents and the assaying report.
- xi. After receipt of consignment, a quality On confirming the authenticity of the consignment and after being satisfied with the quality of Ragi based on the assaying report submitted by the Bidder, the concerned officer directs the representative of the bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- xii. After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipts along with other documents i.e. invoice / delivery challan, quality report and weighbridge receipts at the loading point shall be handed over to the Depot Manager/ MLS Point Incharge.
- xiii. In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the MLS point incharge shall record the gross weight of the bags on 3.5 Tonne / 4 tonne weighing scale. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.
- xiv. Under weighment and shortages of supplied quantities if noticed by the concerned districts, to be replaced by the bidder at his own cost.
- xv. APSCSCL reserves right to revise quantities awarded to supplier by $\pm 20\%$ or may terminate the entire contract for any month or in total. APSCSCL is not liable to present any reasons for any actions thereof and will not hear any financial liability arising due to cancellation. APSCSCL may also offer to extend the order quantity beyond 20% subject to consent of the supplier.
- xvi. If necessary, depending upon the requirement, the successful bidder shall supply the additional quantity to other districts besides the allotted districts as per the instructions of the VC & MD based on approved rates/negotiated rates.
- xvii. The penalty will be levied for delay in delivery or replacement of rejected stock as specified in Clause.14. Failure to comply with this clause would be treated as violation of terms and conditions of this tender and will result in forfeiture of EMD & SD.
- xviii. The Successful bidders shall conduct statistical quality control checks as per Rule 19, 20 of LM Packaged Commodities Rules, 2011 on each batch of the packaged commodities and shall submit the report to the MLS Point Incharges at the time of supply of the packaged commodities to the MLS Points.
- xix. The Successful bidders shall supply the commodity with 100% weighment. At the time of unloading at MLS points the packets shall be tested/inspected, if the sample passes the tests

as required under Rule 19 and 20 of LM (PC) Rules,2011, the consignment/lot shall be accepted otherwise will be rejected if the samples failed to confirm to any of the parameters as required

- xx. The Corporation will constitute teams and conduct inspections by APSCSCL/ Legal Meteorology dept., /any Govt. agency/ any agency appointed by APSCSL both at the time of supply and distribution to ensure quality and quantity of supplied commodity to the beneficiaries. If any deviations found during the course of inspection, the lots will be rejected and bidder has to replace the stocks with good quality and quantity at his own cost. Failing which, the bidder shall be blacklisted for a period of two years besides forfeiture of SD.

11. EXECUTION OF AGREEMENT:

The successful tenderer shall execute an agreement on Rs 500/- non-judicial stamp paper to fulfill the contractual obligations as specified by APSCSCL immediately after remittance of Security Deposit. In the event of failure to execute the agreement, the suppliers may please note that no payments will be released for supplies made. The Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited. Further the APSCSCL reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through re-tender or in other manners and the bidders are bound to pay the same on demand. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender. The successful bidder shall furnish (3) Ragi samples at the time of entering into Agreement.

12. OTHER CONDITIONS:

- i. 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 bidder is bound to supply the ordered quantity at the designated MLS Points spread across the concerned district.
- ii. Arrangements: The Contractor/Supplier has to make his own arrangements and at his own cost the manpower, transport, insurance, taxes and any other facilities and provisions required for the supply and at his /its own risk and responsibility till handover by delivery of the stock at the delivery points to the authorised officer of the employer/Corp., including compliance with all applicable labour laws and regulations, security and safety measures, compliance of various statutory provisions for commencement, execution and

completion of the supply contract including any pandemic situations with necessary precautions.

- iii. Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation at his sole discretion may place Supply orders/indents by Letter/E-Mail. The successful bidder is bound to honor such indents and shall arrange to supply requisite quantity of Ragi to the designated MLS Points.
- iv. In case of non-supply of stocks within the specified time limits as per supply order/indent, Corporation is at liberty to purchase the item from other alternative sources or initiate Re e-auction and recover the difference of cost from the bidder who has defaulted.
- v. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.
- vi. Forfeiture of EMD/Security Deposit and criminal action shall be initiated if found at any time of contract period that the successful bidder has colluded or partnered with any blacklisted firm.
- vii. Security Deposit and EMD furnished by the bidders will be returned by A P State Civil Supplies Corporation Limited (APSCSCL) on completion of delivery request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract.
- viii. The contract period can be extended by the VC & Managing Director, APSCSCL, at his/her sole discretion on the same rates, terms & conditions for further period as determined by the VC & MD. The action of the VC & MD in extending the contract shall be final and binding on the contractor and shall not be called into question.
- ix. The Successful qualified bidders will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2011 and Indian Standard Specification no: IS 5982 : 2003 and BIS Standard IS 498 : 2003 or any other connected rules with regards to adulteration.
- x. Based on performance, the Corporation reserves the right for continuation of scheme as proposed or to cancel the scheme, subject to the policy of State or revision of the policy by Govt. of A P, etc. or any other factor arising in future.
- xi. The Corporation shall have absolute right to terminate the agreement at any time during its currency after giving 15 days' notice to the Miller cum bidder without

assigning any reasons whatsoever and the Miller cum bidder is not entitled to question the termination on any ground whatsoever.

- xii. The bidder shall not be entitled to any compensation on account of such termination of agreement.
- xiii. Communications shall be in writing: The contractor shall make any communication with the Owner/ employer or his assignee or subordinates including their Officer-in-charge only in writing and no oral communication can be made and for no oral communication can be claimed with any value or sanctity.
- xiv. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Ragi to the designated MLS Points. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Ragi as per specifications prescribed should be delivered within 10 days at the APSCSCL MLS Points of the concerned district of AP State from the date of movement order issued by the District Managers. As the stock is very urgently required and to ensure uninterrupted supply to the Public Distribution system, the APSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time to 7 days also while issuing supply order/Movement order. Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.
- xv. 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 supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tender for his failure to comply with the terms and conditions of the tender.

13. TERMS OF PAYMENT:

- i. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment will be released by APSCSCL to the respective bidders account through electronic fund transfer.
- ii. The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent.
- iii. The payment will be released within 45 days from submission of bill, complete in all respects, subject to availability of funds. In case of return of bill due to insufficiency of documents or any other reason, 45 days period will reckon from the date of

resubmission of bill. The following documents shall be necessarily be submitted along with the bill.

1. Tax Invoice - 2 Originals
2. Delivery challan, duly acknowledged by the MLS Point Incharge.
3. E-way bills
4. MLS Point Wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity) with calendar month-wise break-up.
5. Quality Test report
6. Any other relevant document issued by the District Civil Supplies Manager

- iv) The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified bidders by the Corporation. The following documents should be submitted at the Corporation for processing of payment.

14. PENALTY ON DEFAULT:

14.1 PENALTY ON ACCOUNT OF FAILURE OF QUALITY PARAMETER:

- A. In case of failure of material meeting quality parameter, the contractor/supplier shall replace the entire stock of that particular batch at his own cost, within 5 working days from the date of such intimation, at whatever stage the stock (i.e. MLS Point / FP Shop) is lying.
- B. In case the some quantity of stock is already distributed to the end beneficiary, a penalty of 3% of value of such quantity will be levied. In the event of bidder failing to make good the rejected stocks within the prescribed time, the security Deposit furnished by the qualified bidder shall be forfeited and blacklisted from participating in the tenders of APSCSCL and GoAP for two years.
- C. In case the stocks are rejected at the designated warehouse post assaying, storage charges on non-accepted stock shall be charged @ Rs.5/- per bag per day until the period of removal after giving grace period of 10 working days from the date of intimation of non-acceptance to the bidder over e mail or through letter communicate

14.2 PENALTY ON ACCOUNT OF DELAY IN SUPPLIES:

- A) In case of non-supply of stocks within the specified time limits as per supply order/indent, to recover from the bidder penalty will be levied as under:

S. No	No of days of delay	% of value of stock so delayed	Remarks
1.	7 days	0.4%	
2.	Upto 15 days	1.0%	
3.	16 days to 30 days	1.5 %	
4.	Beyond 30 days	Termination of contract & forfeiture of Security Deposit.	Black listing of supplier for a period of 6 months.

- B) The entire ordered quantity of Ragi should be supplied within the stipulated time. No extension of time will be granted for supply of Ragi beyond the specified date fixed. Delay in supplies beyond the stipulated time shall be treated as violation of terms and conditions of tender and penalty as mentioned in the document will be imposed.
- C) 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 bidders, extension of time will be granted at the discretion of the VC & MD.
- D) Notwithstanding anything contained in the terms and conditions of this tender the VC& Managing Director, APSCSCL is the ultimate authority in deciding the recovery of penalty from the bidder(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.
- E) In the event of failure by the bidder (s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited and Corporation may also proceed with blacklisting of the firm.
- F) The VC & MD may waive the penalty for delay in supplies on sufficient cause shown which are beyond the control of supplier.

15. VALIDITY OF BIDS:

The bids will be valid for a maximum period of **Thirty (30) Working days** from the date of conclusion of e auction. APSCSCL will communicate the acceptance or rejection of the bids within the above time frame.

16. LETTER OF ACCEPTANCE (LOA):

- i. The final acceptance of the e-Auction is entirely vested with APSCSCL which reserves the right to accept or reject any or all of e-Auction in full or in part after acceptance of the e-Auction by APSCSCL the Bidder shall have no right to withdraw his e-Auction.
- ii. The e-Auction accepting authority may also reject all e-Auction for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.
- iii. After acceptance of the e-Auction, APSCSCL would issue Letter of Acceptance (LOA) only to the Successful Bidder(s). APSCSCL also reserves the right to issue orders to more than one Bidder.

17. CANCELLATION OF AGREEMENT:-

- i) The Ragi Bidder, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- ii) If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which the Ragi Bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.
- iii) If any other emergency circumstances prevailed wherein the APSCSCL could not continue the contract further as per law.

18. TERMINATION OF CONTRACT:

- I. i. The bidder has solemnly to state that neither he nor any of his partners/ Representatives have at any point of time been **BLACK LISTED** by the Corporation or by any other Government Agency or involved in diversion of stocks or involved in case under E.C. Act that they are not Black-listed. In the event the statement proves to be wrong or false at any point of time, without prejudice to other rights and remedies, the Corporation is at liberty to terminate the Agreement forthwith and to get the work done for the un-expired period of the Agreement at the risk and cost of the bidder and / or forfeit the Security Deposit or any part thereof or sums due that may be suffered or incurred by the Corporation due to the termination of the Agreement besides black listing of the

miller in view of the false declaration given by the Bidder whenever comes to notice of the Corporation. The decision of the V.C. & Managing Director, APSCSCL is final and binding on the Bidder in this regard.

- ii. In the event of the bidder being adjudged insolvent or going into liquidation or winding up his business or making arrangements with his/their creditors or failing to observe any of the provisions of this Agreement or is convicted by Court of Law in a criminal case or punished under the provisions of the Essential Commodities Act or State/Central orders issued under the said Act, or violation of any of the terms and conditions governing the contract, the V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited shall be at liberty to terminate the Agreement forthwith without prejudice to any other rights or remedies under the Agreement and to get the work done for the un-expired period of Agreement at the risk and cost of the Bidder and to claim from the Bidder any resultant loss sustained or additional costs incurred thereon.
- iii. It shall be open to the Corporation to suspend the Agreement before ordering termination of the Agreement under this sub-clause. During the period of suspension the Corporation is at liberty to make alternate arrangements at the risk and cost of the Bidder and the Bidder is liable to make good the additional expenditure cost, etc. and the same shall be recovered from the SD.
- iv. The Bidder or his representative(s) is responsible for the quality and quantity of the stocks as taken delivery by him for transportation to the destinations as per the movement instructions issued by the V.C. & Managing Director. The Corporation shall have absolute right to suspend the Agreement at any time during the currency of the agreement, without any Notice or without assigning any reasons, if the Bidder or his representative(s) is involved in a case of diversion of stocks or under Essential Commodities Act or any other Act or convicted by Court of Law in a criminal case in the existing or in any Agreement periods of the previous years by the contractors with the Corporation. The Bidder is responsible for any acts of his representatives, Agents, Employees including Truck owner, Driver/Cleaner of the Truck in which stocks are loaded for transportation. In other words the Bidder is solely responsible for the acts of his employees or workers engaged by him for transport or otherwise.
- v. The Corporation shall have the right to terminate the Agreement forthwith without prejudice to other rights and remedies in the event of breach of any of the terms and conditions and to get the work done for the un-expired period of the Agreement at the risk and cost of the Contractor(s) and forfeit the Security Deposit or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation due to the contractor's negligence, or un-

workman like performance of any of the services under the contract. The V.C. & Managing Director, Andhra Pradesh State Civil Supplies Corporation Limited shall also have absolute right to claim from the Bidder or to invoke security deposit to recover any dues from the Contractor.

- vi. In the event of suspension of the Bidder due to violation of any clauses in the agreement, all other contracts by the Bidder with the Corporation in any District and for any commodity shall also stand suspended. All payments to the Bidder including securities under all Agreements will stand frozen. The decision of the V.C. & Managing Director in this regard is final and cannot be called into question. No correspondence will be entertained in this regard.
- vii. In the event of termination of the Bidder due to violation of the agreement or under any Agreement with the Corporation, all other contracts that the Bidder has with the Corporation in any District and for any commodity shall also stand terminated. 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.
- viii. Besides the above, the Corporation reserves the right to terminate the contract for convenience at any time without assigning any reason.

19. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the bidder 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 bidder 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 bidder 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 bidder do not amount to force majeure, then bidder shall not be entitled to plead the same and or claim any relief under this clause.

20 . OBSERVANCE OF LAW :

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

21. COMPLIANCE WITH DIRECTIONS :

The bidder shall comply with the directions issued from time-to-time by the VC & Managing Director of the Corporation while discharging the duties under this Agreement.

22. 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 agreement, 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 to this tender. It should be clearly understood that no guarantee is given on the volume of work.

23. MODES OF SETTLEMENT OF CLAIMS/ DISPUTES AND PLACE OF EXCLUSIVE JURISDICTION:

- i. If any claim, dispute or disagreement of any kind whatsoever arises between the contractor/supplier and the employer, in connection with or arising out of or touching upon this Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, termination, or execution, whether before or after the termination, abandonment or breach of this Contract (“Dispute”), the Parties will seek to resolve the Dispute by mutual consultation within 15(fifteen) days from the occurrence of such Dispute and written representation given for it by the Corp. to the supplier or by the supplier to the VC & MD of the Corp. If the Parties fail to resolve the Dispute by mutual consultation within said 15 days’ time, then, the provisions of Clause 22.2 will apply.
- ii. If any Dispute is not resolved by the Parties pursuant to Clause 22.1 within 15(fifteen) days of the notice of the Dispute, then either Party may provide notice to the other Party, of its intention to commence arbitration, as hereinafter provided, as to the matter in Dispute, and no arbitration in respect of the said Dispute will be commenced unless such notice is provided.
- iii. The Arbitration proceedings will be conducted in accordance with the following rules of procedure. The dispute resolution mechanism will be as follows:

- The person who gives notice invoking arbitration for settlement of the dispute, with the notice mention names of three arbitrators and the other party has to choose any one among them as sole arbitrator, unless both mutually agree for any other to be appointed by them as sole arbitrator, who shall decide such dispute in accordance with the provisions of the Indian Arbitration and Conciliation Act. 1996 as amended from time to time.
 - If the other party failed to select one as sole arbitrator among the three names stated in the notice of arbitration within 15 days of receipt of such notice, the parties or any of them can invoke the jurisdiction of the High Court of Andhra Pradesh under S.11 of the Act for appointment of sole arbitrator by the High Court, who shall decide such dispute in accordance with the provisions of the Indian Arbitration and Conciliation Act. 1996 as amended from time to time.
 - Notwithstanding any reference to arbitration herein, the parties will continue to perform their respective obligations under the Contract unless they otherwise agree.
- iv. So far as seat of Arbitration and place of jurisdiction for the arbitration supra is at the seat of the office of Corp./employer/TIA of Andhra Pradesh at Vijayawada by excluding seat of Arbitration and place of jurisdiction outside State of Andhra Pradesh.
 - v. The language shall be in English with any translation to English from documents in local language with due certification.
 - vi. The procedure is by following the principles of natural justice.
 - vii. The Arbitrator shall give declaration of no conflict of interest and n integrity as per S.12 of the Act.
 - viii. The expenses and fees of the sole Arbitrator (Arbitral Tribunal) shall be borne equally by both parties subject to final decision on costs by the Arbitral Tribunal. The fees is as per Schedule IV of the Arbitration Act.
 - ix. The Arbitral Tribunal shall give a reasoned award and same is governed by the provisions of the Arbitration Act-1996 amended from time to time for either finality or execution/enforcement as the case may be.

24. MISCELLANEOUS :

i. AMENDMENT:

This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.

ii. **ASSIGNMENT:**

Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.

iii. **COUNTERPARTS:**

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when originally signed by both of the Parties.

iv. **ENTIRE AGREEMENT:**

This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties

v. **INDEPENDENT RELATIONSHIP:**

This Agreement does not constitute a Party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this Agreement or any later agreement.

vi. **NOTICE:**

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement 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.

vii. **SEVERABILITY:**

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or

unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to those persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.

viii. **SUCCESSORS AND ASSIGNS:**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

ix. **WAIVER:**

No waiver of any term, provision or condition of this Agreement 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 this Agreement, unless specifically so stated in such written waiver.

25. INDEMNITY:

The Bidder shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the

Bidder or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

26. CORRUPT PRACTICES:-

Any bribe, Commission, advantages offered or promised by or on behalf of the Bidder to any officer/ employee/ servant of the APSCSC Ltd. then such bidders shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the bidder or on his behalf at any stage of tender process or while giving delivery will be treated as violation of terms and conditions of tender. If such instances are **noticed the bidder will be blacklisted for a minimum period of 2 years.**

27. JURISDICTION -Please refer clause No.23

28. NCDEX e-MARKETS LTD DISCLAIMER:

- a. 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.

- b. 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.
- c. 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/service receiver or seller/service provider, after deduction of Transaction charges (TC) plus GST on price discovery value and is not part of the total consideration as the buyer/service receiver is directly making payment to the seller/service provider outside the portal/platform of NeML.
- d. In lieu of services provided fore-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/ Value Service. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside the NeML platform.
- e. 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/service receiver and seller/service provider to accept the price or directly negotiate with counter party. It is understood between the parties that the actual transaction of purchase/sale or service 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
- g. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities or service for which the e-auction is conducted.
- h. Payments for the transaction is carried out between the buyer/service receiver and seller/service provider 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/service receiver and seller/service provider without any recourse to NeML.
- i. The buyer/service receiver and seller/service provider 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 there shall be no role of NeML in the qualitative and quantitative aspects of the commodities auctioned. Should there be any dispute regarding the qualitative and quantitative aspects of the commodities, NeML shall not be responsible for same and NeML shall not be made party in such dispute/litigation etc.
- j. 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/service receiver

and seller/service provider 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.

- k. NeML will be providing 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/service receiver and seller/service provider shall have to be resolved mutually by the parties without any recourse to NeML.

29. NEGOTIATION:

APSCSCL reserves the right to negotiate with L1 bidder. The APSCSCL reserves the right to accept or reject any/all the bids are increase or decrease the tendered quantity / no. of experts without assaying any reason whatsoever.

**** The corporation reserves the right to cancel the RFP at any point of time without assigning any reason ****

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 29 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal:

**#ApprovedByName#
VC & Managing Director.**

ANNEXURE-I
ESTIMATED REQUIREMENT OF FOR THE PERIOD OF ONE YEAR RAGI (FINGER MILLETS)

Zone Name	S. No	Name of District	Tentative Requirement per Month	Requirement per Annum From June 2025 to May 2026	Date of Auction	Start Time	End Time	Extensions
Zone -1	1	Alluri Sitharama Raju	42	504	25.04.25	11:00 AM	11:30 AM	Extensions of 5 mins each
	2	Anakapalli	77	924				
	3	East Godavari	81	972				
	4	Kakinada	92	1104				
	5	Konaseema	77	924				
	6	Manyam	39	468				
	7	Srikakulam	94	1128				
	8	Visakhapatnam	75	900				
	9	Vizianagaram	81	972				
		TOTAL	658	7896				
Zone -2	10	Bapatla	68	816	25.04.25	12:00 PM	12:30 PM	Extensions of 5 mins each
	11	Eluru	88	1056				
	12	Guntur	84	1008				
	13	Krishna	74	888				
	14	NTR Vijayawada	84	1008				
	15	Palnadu	91	1092				
	16	Prakasam	94	1128				
	17	SPSNellore	102	1224				
	18	West Godavari	80	960				
		TOTAL	765	9180				
Zone -3	19	Ananthapuram	94	1128	25.04.25	1:00 PM	1:30 PM	Extensions of 5 mins each
	20	Annamayya	71	852				
	21	Chittoor	77	924				
	22	Kurnool	95	1140				
	23	Nandyal	76	912				
	24	Sri Balaji	84	1008				
	25	Sri Satya Sai	81	972				
	26	Y.S.R.	82	988				
		TOTAL	660	7924				
		G.TOTAL	2083	25000				

ANNEXURE-2

**APPLICATION FORM FOR COMMODITY PARTICIPANT
REGISTRATION**

Sr. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant/Organization	
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	Details of the Bank Account of Applicant	
8 a.	Bank Account Number	
8 b.	Bank Name	
8 c.	Branch Name And City	
8 d.	IFSC Code	

⊗ Initials Please

9	Registered Office Address	
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	Address for Communication	
	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	Details of Authorized Person	<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 Authorized Person	
11 b.	PAN Number of Authorized Person	
11 c.	Address of Authorized Person	
11 d.	Email Id of Authorized Person	

(i) 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.

(ii) 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 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 :

<p>Affix Passport size photograph of the Signatory</p>
--

ANNEXURE -3

AFFIDAVIT - I

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

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

I or my partners or representatives have no past or present record with the Vigilance of CS Dept./ Vigilance and Enforcement Dept., Govt. of A.P./Govt. of India.

I or my partners or representatives were never black-listed by the A.P. State Civil Supplies Corporation/any Govt. Organization at any time or involved in diversion of stocks or in case under EC Act.

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

DEPONENT

Attestation:

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted being true and signed before me on this _____ day _____ month 2025. Hence attested.

NOTARY

Place:

Date:

ANNEXURE 4
(To be issued on the Letter Head of CA Firm)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that following quantities are Supplied by
M/s..... (PAN
.....) during the financial year.....

Sl. No.	Work Order Reference Number	COMMODITY	QUANTITY	RATE	contract

The copies of work order referred above are enclosed.

Certified that, the above particulars are verified with Income tax returns/ GST returns and are found to be his order.

Date:

Signature & seal of Practicing CA

Place:

Date:

UDIN:

ANNEXURE-5

LIST OF DISTRICT WISE MLS POINTS IN ANDHRA PRADESH

LIST OF DISTRICT WISE MLS POINTS IN ANDHRA PRADESH

	1.SRIKAKULAM	2.VIZIANAGARAM	3. MANYAM
S. No	MLS Point	MLS Point	MLS Point
1	Amadalavalasa	Bhogapuram	GL Puram
2	G.Sigadam	Bobbili	Kurupam
3	Ichapuram	Cheepurupalli	Makkuva
4	Jalumuru	Gajapathinagaram	Pachipenta
5	Kanchili	Kothavalasa	Parvathipuram
6	Kotabommali	S Kota	Salur
7	Laveru	Therlam	Palakonda
8	Meliyaputti	Vizianagaram	Seethampeta
9	Narasannapeta	Vizianagaram 2	
10	Palasa	Rajam	
11	Tekkali	Regadi-adv	
12	Srikakulam		
13	Sarubujjili		
14	Kothuru		

	4.VISAKHAPATNAM	5.ANAKAPALLI	6. ALLURI SEETHARAMARAJU
S. No	MLS Point	MLS Point	MLS Point
1	Marripalem-I	Anakapalli	Araku
2	Marripalem-Ii	Kasimkota	Kasipatnam
3	Vadlapudi	Parawada	Chintapalli
4	Padmanabham	Chodavaram	Gk.Veedhi
5	Pendurthi	Ravikamtham	Paderu
6	Bheemili	K.Kotapadu	G.Madugula
7		Devarapalli	K.D.Peta
8		Madugula	Munchingput
9		Narsipatnam	Pedabayalu
10		Kotauratla	Addateegala
11		Nakkapalli	Chintoor
12		Payakaraopeta	Maredumilli
13		Elamanchili	Rampachodavaram
14		Rolugunta	
15		Nathavaram	

	7.KONASEEMA	8.KAKINADA	9. EAST GODAVARI
S. No	MLS Point	MLS Point	MLS Point
1	Amalapuram	Divili	Biccavolu
2	Draksharama	Gollaprolu	Korukonda
3	Mandapeta	Jaggampeta	Rajahmundry
4	Mummidivaram	Kakinada	Nidadavole
5	P Gannavaram	Pithapuram	Gopalapuram
6	Ravulapalem	Tuni	
7		Velangi	

	10. West godavari	11. Eluru	12. Krishna
S. No	MLS Point	MLS Point	MLS Point
1	Tadepalligudem	Eluru	Machilipatnam
2	Tanuku	Pathuru	Avanigadda
3	Penumantra	Dharmajigudem	Bantumilli
4	Narsapuram	Jangareddygudem	Movva
5	Palakole	GCC KR Puram	Gudiwada
6	Undi	GCC Kukunuru	Pamarru
7		Nuzividu	Gannavaram
8		Kaikaluru	Vuyyuru

	13. NTR/VJA	14.Guntur	15. Palnadu
S. No	MLS Point	MLS Point	MLS Point
1	Vijayawada	Guntur (Urban)	Narasaraopet
2	Mylavaram	Guntur (Rural)	Chilakaluripet
3	Nandigama	Mangalagiri	Gurazala
4	Kanchikacherla	Prathipadu	Macherla
5	Jaggaihpetta	Tadikonda	Piduguralla
6	Vissannapeta	Tenali	Vinukonda
7	Tiruvuru	Duggirala	Atchampet
8		Ponnuru	Pedakurapadu
9			Rajupalem
10			Sattenapalle

	16. Bapatla	17. Prakasam	18. Nellore
S. No	MLS Point	MLS Point	MLS Point
1	Addanki	Cumbum	Nellore
2	Chirala	Giddalur	Indukurpet
3	Martur	Kanigiri	Atmakur
4	Parchur	Markapuram	Podalakur
5	Vemuru New Proposal	Donakonda	Kavali
6	Bapatla	Ongole	Kovur
7	Repalle	Y.Palem	Buchi

8		Chimakurthy	Vinjamur
9		S Konda	Udayagiri
10		Pamur	Rapur
11			Kandukur

	19.Tirupathi	20. Chittoor	21.Annamayya
S. No	MLS Point	MLS Point	MLS Point
1	Tirupathi	Chittoor	Chinnamandem
2	Chandragiri	GD Nellore	Kodur
3	Srikalahasthi	Puthalapattu	LR Palli
4	Sathyavedu	Bangarupalem	Rajampeta
5	Pichatur	Karvetinagaram	Rayachoti
6	Pakala	Nagari	Madanapalle
7	Puttur	Pachikapallam	B Kothakota
8	Gudur	Rompicherla	Thamballapalle
9	Vakadu	Sodam	Voyalpad
10	Naidupet	Punganur	Kalakada
11	Sullurupet	Palamaner	Piler
12	Venkatagiri	V Kota	Kalikiri
13		Santhipuram	
14		Kuppam	

	22. YSR KADAPA	23. KURNOOL	24. NANDYALA
S.No	MLS Point	MLS Point	MLS Point
1	Badvel	Kurnool	Nandyal
2	Chennur	Veldurthy	Rudravaram
3	Jammalamadugu	Gudur	Koilakuntla
4	Kadapa	Adoni	Allagadda
5	Kamalapuram	Alur	Banaganapalli
6	Muddanur	Pathikonda	Nandikotkur
7	Mydukur	Yemmiganur	Atmakur
8	Porumamilla		Srisailam
9	Proddatur		Dhone
10	Pulivendula		Peapully
11	Vempalli		
12	Vontimitta		
13	Yerraguntla		

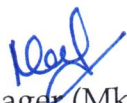
	25.ANANTHAPUR	26. PUTTAPARTHI
S. No	MLS Point	MLS Point
1	Rapthadu	Bukkapatnam
2	Atmakuru	Dharmavaram
3	Singanamala	Mudigubba
4	Tadipatri	Penukonda
5	Guntakal	Hindupur
6	Yadiki	Gorantla
7	Gooty	Madakasira
8	Uravakonda	Kadiri
9	Kalyandurg	O.D.cheruvu
10	Kambadur	Gandlapenta
11	Kanekal	C.K.palli
12	Rayadurg	Tanakal

ANNEXURE- 6

A List of APSCSCL Officials in Head Office		
S. No	Head Office	Mobile No
1	Manager (Mktg.)	8247426818
B List of APSCSCL Officials in Various Districts		
S. No.	District	District Civil Supplies Manager Mobile Number
1	Srikakulam	7702003549
2	Vizianagaram	9963479142
3	Visakhapatnam	7702003550
4	East Godavari	8096480340
5	West Godavari	9963479154
6	Krishna	7702003540
7	Guntur	9963479161/7093501314
8	Prakasam	7702003546
9	Nellore	7702003544
10	Kadapa	7702003534
11	Kurnool	7702003541
12	Ananthapur	7702003532
13	Chittoor	7702003533
14	Manyam	7702003551
15	Anakapalli	9963479148
16	Alluri Seetharama Raju	9618779880
17	Kakinada	7702003535
18	Konaseema	9963479151/7396914280
19	Eluru	7702003552
20	NTR/VJA	9989259264
21	Bapatla	7702003536
22	Palnadu	9394883360
23	Annamayya	9963479179
24	Nandyala	7032908515
25	Puttaparthi	9160774992
26	Tirupathi	7702573537

Sd/-
Managing Director

//f.b.o//


Manager (Mktg)


28/9/25