



**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED**  
(A State Government Undertaking)

**REQUEST FOR PROPOSAL**

APPLICATION BY BIDDERS THROUGH PRICE DISCOVERY ON NeML e- AUCTION PLATFORM FOR SUPPLY OF **22500 MTs OF RAW/BOILED FORTIFIED RICE KERNEL (RAW/BOILED RICE FRK)** WITH THREE (3) MICRONUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR **RABI 2024-25 and KHARIF 2025-26** TO BUFFER GODOWNS/OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS FOR FORTIFICATION OF CMR FROM THE FRK MANUFACTURERS OF ALL OVER INDIA.

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

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

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TENDER DETAILS		
S. No	ITEM	DESCRIPTION
1	DEPARTMENT NAME	ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LTD.,
2	DISTRICT	ALL THE DISTRICTS IN ANDHRA PRADESH
3	ADDRESS	HEAD OFFICE:10-152/L, SRI SAI TOWERS, ASHOK NAGAR, BANDAR ROAD, KANURU, VIJAYAWADA - 520007
4	E-MAIL ID	fortification-apcsc@ap.gov.in
5	TENDER SUBJECT	ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED- APPLICATION BY BIDDERS THROUGH PRICE DISCOVERY ON NeML e- AUCTION PLATFORM FOR SUPPLY OF <b>22500 MTs OF RAW/BOILED FORTIFIED RICE KERNEL (RAW/BOILED RICE FRK)</b> WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR <b>RABI 2024-25 &amp; KHARIF 2025-26</b> TO BUFFER GODOWNS/OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS FOR FORTIFICATION OF CMR. (DISTRICT WISE TENTATIVE FRK (RAW/BOILED) QUANTITIES FOR <b>RABI 2024-25 &amp; KHARIF 2025-26</b> MENTIONED IN ANNEXURE-II)
6	PERIOD OF CONTRACT	ONE YEAR
7	FORM OF CONTRACT	PRICE QUOTED
8	TENDER TYPE	e-AUCTION
9	TENDER CATEGORY	PROCUREMENT
10	EMD AMOUNT	2.5% ON QUOTED VALUE
11	EMD-MODE OF PAYMENT	EVERY REGISTERED PARTICIPANT WILL BE PROVIDED WITH UNIQUE VIRTUAL ACCOUNT NUMBER BY NeML. THE REGISTERED PARTICIPANT SHALL DEPOSIT EMD (MARGIN MONEY) WITH NCDEX e Markets Ltd INTO THE PROPOSED VIRTUAL ACCOUNT TO PARTICIPATE IN THE PROPOSED AUCTIONS BY WAY OF RTGS OR ELECTRONIC FUND TRANSFER
11	NUMBER OF SCHEDULES	18
12	BID VALIDITY	60 DAYS FROM THE DATE OF e-AUCTION

13	BID DOCUMENT DOWNLOAD START DATE	07.05.2025		
14	LAST DATE AND TIME FOR RECEIPT OF TECHNICAL DOCUMENTS	16.05.2025		
15	E- AUCTION DATE			
		Sl No	ZONE	DATE
		1	I	22.05.2025
		2	II	23.05.2025
		3	III	24.05.2025
16	PROJECT MANAGER FOR FRK PROCUREMENT	MANAGER (PROCUREMENT), APSCSCL, HEAD OFFICE, VIJAYAWADA.		
17	TENDER INVITING AUTHORITY	VICE CHAIRMAN AND MANAGING DIRECTOR (VC&MD), AP STATE CIVIL SUPPLIES CORPORATION LIMITED		
18	GENERAL TERMS AND CONDITIONS	OTHER TERMS AND CONDITIONS AS EMBODIED IN THE TENDER DOCUMENTS. ANY CLARIFICATIONS CAN BE REFFERED TO BY e-mail: proc-apscsc@ap.gov.in		

#ApprovedByName#  
VC & MANAGING DIRECTOR  
APSCSCL:: VIJAYAWADA

**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

APPLICATION BY BIDDERS THROUGH PRICE DISCOVERY ON NeML e- AUCTION PLATFORM FOR SUPPLY OF 22500 MTs (+ or - 25%) OF RAW/BOILED FORTIFIED RICE KERNEL (RAW/BOILED RICE FRK) WITH THREE (3) MICRO NUTRIENTS (IRON, FOLIC ACID AND VITAMIN B12) IN 20 KG BAGS FOR RABI 2024-25 AND KHARIF 2025-26 TO BUFFER GODOWNS/OTHER DESTINATIONS OF THE RESPECTIVE DISTRICTS FOR FORTIFICATION OF CMR.

The APSCSCL invites applications from the Raw/Boiled Fortified Rice Kernel (Raw/Boiled Rice FRK) **Manufacturers from all over India** for supply of Fortified Rice Kernel as per FSSAI Standards through participation in the price discovery e- auction conducted through NCDEX e-Markets Limited (NeML) Portal on behalf of Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) for **Rabi 2024-25 and upcoming Kharif 2025-26 season**. The procedure for enrolment, registration on NCDEX e-Markets Ltd., and terms and conditions by Andhra Pradesh State Civil Supplies Corporation Ltd (APSCSCL) for supply of Fortified Rice Kernel (Raw/Boiled Rice FRK) is detailed below:

**1. SCOPE OF WORK :-**

- 1.1.** The Andhra Pradesh State Civil Supplies Corporation Ltd Vijayawada (here in after referred to as Corporation or APSCSCL) invites tenders for "Appointment of district wise suppliers to supply Raw/Boiled Fortified Rice Kernel (FRK) with Three (3) Micro Nutrients in 20 Kg Bag as per FSSAI Standards" through participation in the e- 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 price discovery e-auction to be conducted by APSCSCL through NCDEX e-Markets Limited (NeML). District wise tentative FRK (RAW/BOILED) Quantities for Rabi 2024-25 and Kharif 2025-26 mentioned in Annexure-II.
- 1.2.** The requirement of Fortified Rice Kernel with Three (3) Micronutrients (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.
- 1.3.** 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.
- 1.4.** **Tenderers from all over India** capable of procuring Fortified Rice Kernels (FRK) in 20 kg Bags are eligible to participate in the e-auction. The price discovery e-auctions conducted through NCDEX e-Markets Limited (NeML), for which registration is mandatory.

- 1.5.** 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/](https://apscscl.in/) [www.neml.in/](https://www.neml.in/) for the information of participants. No individual information will be given in this regard.

## **2. ELIGIBILITY / PRE-QUALIFICATION CONDITIONS.**

- 2.1 The tenderer shall have its own manufacturing unit for supply of Fortified Rice Kernels (**Raw/BoiledRice FRK**) and only such tenderers owning their respective manufacturing units alone are eligible to apply for registration, fulfilling certain criteria specified below.
- 2.2 The Fortified Rice Kernels (FRK) Manufacturing Unit should be owned by the prospective bidder.
- 2.3 *The bidder(s) must possess a manufacturing capacity per day and shall submit an Affidavit on Rs.100/- Non -Judicial Stamp Paper as detailed in Annexure-V. Zone wise manufacturing capacity are detailed below:*

S.No	Zone Number	Required Capacity Per day (in MTs)
1	I	40
2	II	20
3	III	10

- 2.4 If a bidder wishes to participate in multiple zones, they must have adequate capacity as specified above.

For example, if a bidder intends to participate in Zone I and Zone III, they should have a total capacity of 50 MTs.

- 2.5 In the event a bidder is declared L1 (lowest bidder) for any one district within a particular zone, the bidder shall be automatically disqualified from consideration for award in any other districts within the same zone.
- 2.6 In the event a bidder is declared L1 (lowest bidder) for a particular zone, the bidder may also participate in tenders for another zone, provided they possess the adequate manufacturing capacity as specified in Clause 2.3.

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

- 2.7 The Fortified Rice Kernels (FRK) Manufacturing Units should have a valid license issued by the concerned authority for manufacturing and storing of Fortified Rice Kernels (FRK).
- 2.8 FRK Manufacturing Units should possess valid GST registration issued by concerned authorities.
- 2.9 **Transport of FRKs shall be done in GPS fitted vehicles only & details shall be submitted to APCSCL for real time monitoring & tracking of vehicles for timely delivery.**
- 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, National Food Security Act 2013, Legal Metrology Act 2009 or the rules made there under, 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.

2. **DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION:**

- 3.1 Copies of the Registration certificate and licenses issued by the competent authority for manufacturing, processing and storing of Fortified Rice Kernels (FRK)
- 3.2 Valid license from FSSAI and other applicable licenses.
- 3.3 Attested copy of audited balance Sheet and profit / loss account for past two Assessment years i.e. 2023-24 & 2024-25 duly certified by Chartered Accountant shall be submitted.
- 3.4 Attested copy of acknowledgement the Income Tax returns of past Assessment two years i.e. 2023-24 & 2024-25. ■
- 3.5 Certificate of registration under GST Act. (as applicable)
- 3.6 Certificate of registration from Registrar of Societies
- 3.7 PAN card.
- 3.8 Bidders must complete and submit the Application Form for Registration as per

## ANNEXURE-I.

- 3.9 A certificate of commercial production of FRK must be submitted on the bidder's letterhead as per ANNEXURE-V.
- 3.10 An Affidavit must be furnished on a Rs.100/- non-judicial stamp papers as per ANNEXURE-VI.
- 3.11 Declaration form on letterhead as per Annexure-VII.
- 3.12 The address proof of the authorized signatory viz Telephone bill/copy of pass port /electricity bill/ voter ID / driving license etc.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.
- 3.13 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm, along with a cancelled cheque of bank account.
- 3.14 Registration fee of Rs.5900/- (Rs 5000+18%GST) along with their bid documents. The bidders having valid registration need not apply for registration again. The registration fee can be directly transferred to the bank account given below.

NeML Bank Account Details				
BankName	Bank A/c Name	Account No.	IFSCCode	Branch
HDFCBankLtd	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort, Mumbai

- 3.15 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 phone numbers (022) 48810500 or Mobile No.9962059599, Sr. Manager, NeML or Email:[askus@neml.in](mailto:askus@neml.in).

### 3. 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 **-04-2025** at the following mail ID: [askus@neml.in](mailto:askus@neml.in).
- 4.2. The APSCSCL reserves 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. The applicants who fulfill 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. The technically qualified bidders are only eligible to participate on electronic bidding system (e-auction) conducted by NeML([www.market.neml.in](http://www.market.neml.in)) as and when scheduled. The electronic auction platform will scrutinize the financial bids and selected bidder will be declared based on the lowest rate offered to APSCSCL.
- 4.5. APSCSCL reserves the right to cancel the tender at any stage, without any liability, without assigning any reasons, APSCSCL'S decision shall be final.
- 4.6. The e- Auction is scheduled as per Annexer VIII. 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. APSCSCL reserves the right to carry out any subsequent amendments to certain clauses of the RFP, if any prior to scheduling e-Auctions.

#### 4. **EVALUATION OF TENDER DOCUMENT**

- 5.1 The bids submitted online before the last date of bid submission only will be evaluated. However, APSCSCL has the right to extend the date of submission of bids subject to uploading circular/corrigendum on such extensions on the website apscscl.in as well as NeML.
- 5.2 M/s NeML will evaluate the technical documents submitted. The tenderers submitting valid documentary evidences in compliance of the eligibility criteria/conditions shall only be technically qualified.
- 5.3 The registered tenderers shall not be intimated individually on being technically qualified. They are free to contact through this mail ID [askus@neml.in](mailto:askus@neml.in) only.
- 5.4 The completed technical & relevant documents shall reach NeML before **Dated.16-05-2025.**
- 5.5 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.

## 6. SCHEDULING OF e-AUCTIONS

- 6.1 NeML, after scrutiny of application for registration will enroll the applicants on the platform and will be allotted with member ID and password by NeML to enable them to participate in the e-auction.
- 6.2 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 and no separate intimation will be given in this regard.
- 6.3 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.
- 6.4 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Virtual Account provided by NeML.
- 6.5 Only the EMD of the successful bidder(s) would be blocked by NeML. EMD of the unsuccessful Bidder(s), shall be returned by NeML on the withdrawal request made by the bidder through [www.market.neml.in](http://www.market.neml.in).
- 6.6 Auction will be conducted for Tentative Quantity of District wise under the Respective Zone in Andhra Pradesh.
- 6.7 The price quote shall be in Rupees Per Quintal only.
- 6.8 The minimum Bid Tick size is Rupee Ten(Rs. 10/-) per Quintal.
- 6.9 **The Price quoted shall be inclusive of all applicable taxes, transport charges to the destination.**
- 6.10 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.
- 6.11 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.
- 6.12 The results of the e-Tender as approved by APSCSCL will be binding on all bidders.
- 6.13 The successful Tenderer(s) will be intimated the acceptance of his tender by a letter /email by APSCSCL.

- 6.14 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.
- 6.15 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.
- 6.16 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 carried out using 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.
- 6.17 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, correspondence carried out in this regard, if any, shall constitute the Contract between the supplier and APSCSCL.
- 6.18 In case of any clear indication of cartelization, the Corporation shall reject the tender(s).
- 6.19 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.
- 6.20 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.
- 6.21 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.

- 6.22 The successful bidder upon receipt of communication regarding acceptance of bid by APSCSCL shall remit security deposit within 5 (five) working days by way of electronic fund transfer to any of the APSCSCL Account.

## **7. EARNEST MONEY DEPOSIT**

- 7.1 The registered suppliers need to deposit **2.795 %** on the trade value (Earnest Money Deposit) in the Dedicated Virtual Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance
- 7.2 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 e-Auction or after the acceptance of the offer by APSCSCL or fail to sign the Contract or fail to remit the Security Deposit.
- 7.3 The Earnest Money Deposit remitted will not carry any interest.
- 7.4 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 (2.795%).
- 7.5 Out of 2.795% of EMD amount, 2.5 % of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e., 0.295%.
- 7.6 The 2.50% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit.

## **8. SECURITY DEPOSIT**

- 8.1 The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 10 % (Ten percent) of the value of the order, after adjusting the EMD already paid, within 5 (five) working days from the date of receipt of the communication of acceptance of the e-Auction from the APSCSCL to the below Account.

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

- 8.2 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.
- 8.3 The Security Deposit will be refunded to the Supplier after liquidation of entire stocks along with the Certification/Confirmation from the respective District Office.

## **9. ORDER FOR SUPPLIES**

- 9.1 The short-listed manufacturers who qualify in e-auction for each destination will be issued with Supply/Work orders based on the paddy arrivals of the respective districts. The manufacturer will be issued work order subject to payment of prescribed security deposit.
- 9.2 The successful tenderer(s) would be issued letter of award by APSCSCL. The successful tenderer(s) shall deposit SD (Security Deposit) within 5 working days with APSCSCL.
- 9.3 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.
- 9.4 Quantities supplied in excess of the quantity specified in the Work order will not be paid for. Supply of required quantity should be as the movement orders issued by concerned District Civil Supplies Managers (DCSM) of 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 Movement Order issues concerned DCSM's.
- 9.5 Supply of first consignment/Truck (FRK) shall reach the destination within 10 days from the date of Movement orders issued by concerned DCSM's of APSCSCL.**
- 9.6 Violation of any of the Clause/Clauses of the Supply/Work order shall be deemed as violation of Terms and Conditions of Tender.
- 9.7 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.

9.8 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.

9.9 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.

## **10.QUALITY PARAMETERS.**

10.1 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.

### **10.2 Fortified Rice Kernels (FRK) comprises of:**

#### **Major ingredients include:**

- ☐ Rice Flour
- ☐ Food Grade Vitamin and Mineral Premix per FSSAI guidelines
- ☐ FSSAI approve Acid regulators and emulsifiers
- ☐ 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
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 for manufacturing of Fortified Rice Kernels (FRK)**

In exercise of the powers conferred under Section 92 of the Food Safety and Standards Act, 2006, FSSAI has framed the Draft Food Safety and Standards (Food Product Standards and Food Additives) Amendment Regulations w.r.t. the limit of micronutrients in Vitamin and Mineral Premix for manufacturing of Fortified Rice Kernels (FRK).

FSSAI fixed limits of micro nutrients in Vitamin and Mineral Premix for manufacturing of FRK (the required level of micronutrients per 100g of vitamin and mineral premix, considering the 2% rate of addition in manufacturing FRK):

No	Micronutrients	Composition (per 100g of Vitamin and mineral premix)
1	Iron (Salt source – Ferric pyro phosphate)	17 to 20 g/100g

	Iron (Salt source – sodium teredetate – NaFeEDTA)	8 to 10 g/100g
2	Vitamin B-9 (Folic acid)	45 to 55 mg/100g
3	Vitamin B-12 (Cyanocobalamine)	0.45 to 0.55 mg/100g

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)	$1 \times 10^4$

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 Kernels 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.

#### **10.3 Criteria for procurement of premix for FRK production:**

The manufacturer should upload batch wise Certificate of Analysis (COA) for FRK and the pre-mix used for production of the FRK in FoRTrace Portal and submit the physical copies also 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.

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



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

Fortified Rice Kernels (FRK) is Rice shaped kernels containing vitamins and minerals produced through extrusion. FRK should resemble the regular rice in its colour, sheen, consistency and texture.

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	Raw FRK- 5.5mm to 6.5 mm Boiled FRK- 5.6 mm to 5.9 mm	Rice supplied by APSCSCL	Each consignment
Average Grain Breadth	Raw FRK- 1.8 mm to 2.2 mm Boiled FRK- 2.4 mm to 2.5 mm	Rice supplied by APSCSCL	Each consignment
**Density of FRK	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	Raw FRK - 50-75 Boiled FRK - 45-75	Weighing	Each consignment
Color	Raw FRK- White to Off-white Boiled FRK- Boiled Rice Colour	Visual Observation	Each consignment
<b>Iron:</b> (Ferric Pyrophosphate Premix) Particle Size: 3 microns (Max) <b>(Or)</b>	3525 to 4250 mg/Kg of FRK	## Please refer the method of analysis as mentioned below	Each consignment
b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate (Sodium feredetate - Na Fe EDTA)	1765 to 2125 mg/Kg of FRK		Each consignment
<b>Folic Acid</b>	10000 to 12500 µg/ Kg of FRK	## Please refer the method of analysis as mentioned below	Each consignment

<b>Vitamin B-12</b> (Cynocobalamine, Hydroxycobalami ne)	100 to 125 µg/ Kg of FRK	## Please refer the method of analysis as mentioned below	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

\*\* Relaxation can be allowed up to 3%

**Procedure for Calculating Density of FRK:** Take 10 grams of FRK and count the number of FRK and add 30ml of water for calculating floating FRK percentage

The percentage of floating FRKs can be calculated using the following formula:

Floating FRK Percentage = (Number of Floating FRKs / Total Number of FRKs in 10 grams) × 100

Product	FSSAI test methods		
	Iron	VitaminB9	VitaminB12
FortifiedRice	FSSAI.FR.16.001.2022	FSSAI.FR.16.002.2022	FSSAI.FR.16.003.2022
Fortified Rice Kernel	FSSAI.FRK.16.004.2023 or FSSAI.FRK.16.007.2023	FSSAI.FRK.16.005.2023	FSSAI.FRK.16.006.2023
Vitamin- Mineral Premix for Fortified Rice Kernel	FSSAI.VMP- FRK.16.008.2023	FSSAI.VMP- FRK.16.009.2023	FSSAI.VMP- FRK.16.010.2023

#### 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

Note: These are quality parameters, test methods, ranges of micro-nutrients fixed by FSSAI/DFPD, GoI. If FSSAI/DFPD/APSCSCL changes any quality parameter, test methods, ranges of micro-nutrients same shall be followed by Supplier after intimation by APSCSCL.

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 ferredetate - 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

**QR Code on Certificate of Analysis (CoAs):** FRK Manufacturer should produce CoAs of Premix of FRK and FRK with QR code on all test reports issued by FSSAI

notified NABL accredited Food labs which can be scanned using any QR scanning application available on mobile/any device to authenticate and reproduce the test report online.

- 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 confirm to the specifications. **In the event that,if the supplied stocks do not meet the prescribed specifications, they will be rejected. The supplier must bear the responsibility and risk of returning these stocks and it will be viewed seriously besides imposing penalty of an amount equivalent to ten percent (10%) of the trade value will be levied on each rejected consignment.** 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.

### **PACKING:**

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

Outer Packaging Material	: Woven HPDE
Outer bag	: 80gms
Inner Liner Packaging Material	: LDPE Liner Thickness: 250 gauge <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.**

**10.4 Marking instructions:** The markings on the bag should mention the below. The draft label shall be shared with APSCSCL well in advance for approval.Name of the Product.

**10.4.1.1** Intended ConsumptionIngredients

**10.4.1.2** Vegetarian logo

**10.4.1.3** Net weight

**10.4.1.4** Detailed address of Manufacturer

**10.4.1.5** Instructions for Use**10.4.1.6** Storage Conditions**10.4.1.7** Batch Number/ Lot Number/ Date & Time of Manufacturing/Shelf Life.**10.4.1.8** Not for Retail Sale.**10.4.1.9** 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**10.4.1.10** 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** from the date of manufacturing

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.

**10.5** FRK Shall 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.

**10.5.1** The batch size of Premix shall be up to 10 MTs only.**10.5.3** 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**10.5.4** 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/ Batch.
- The CoA of FRK shall have all parameters present in Clause 5.4
- COA of the premix used for manufacturing FRK, for each consignment/ Batch.
- Details of the quantity of FRK being supplied along with COA
- 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.

## 11. ASSAYING

- 11.1 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 10.3 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-10.3 shall only be supplied. Each consignment shall accompany such Assaying Certificate issued by FSSAI notified NABL Laboratory.
- 11.2 APSCSCL may randomly collect the samples at the Buffer Godowns and get the samples tested in any of the FSSAI notified NABL accredited laboratories independently. The results of such testing will be final and binding on the manufacturers. The results of stocks which are not confirming to the specifications to be replaced with new stock with good quality by the bidder at his own cost and risk within Twenty (20) Days from the date of intimation by the respective HO/District Civil Supplies Manager of APSCSCL. However, the suppliers are allowed to appeal for retesting for only one (1) time and result of appeal is final and Supplier shall bound to the results of appeal and Supplier has no right to request for 2<sup>nd</sup> appeal. Bidder may note that the cost of assaying charges for retesting will be collected from the supplier and such costs will be deducted while making the payment for supplies made.
- 11.3 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 FSSAI notified NABL accredited laboratories shall be handed over to concerned officer of the APSCSCL at the time of giving delivery. Deliveries without valid documents will be rejected.

- 11.4 The supplier should submit the Certificate Of Analysis (CoA's) from the certified laboratories available in FSSAI Website from time to time, the supplier should check the FSSAI website before sending the sample to the laboratories for testing along with valid NABL accreditation of such food laboratory. The COA's of other laboratories which are not available/ notified by FSSAI are not valid/accepted.

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

**12.1** The Quantities called for tender to be supplied within Two(2) to three(3) Months period of time for the respective district by the Supplier. 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. 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.

12.2 The Successful tenderer(s) 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 Instructions on Packing of FRK :-** All information as per standards of Legal Metrology Act 2009 and The Legal Metrology (Packaged Commodities) Amendment Rules, 2023 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 :**

**13.1 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.

**13.2 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.

**13.3 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 Suppliers on submission of relevant documents within 45 days from the date of receipt of Invoices to APSCSCL Head Office.
- 14.2 The manufacturer should also submit the following documents at the time of delivery of the consignment to the respective destinations:
  - a) Commercial Invoice/Tax invoice duly conforming to the GST regime.
  - b) 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.
  - c) Electronic Weighbridge Receipts at loading point and unloading point(if electronic weigh bridge facility is available at unloading point).
  - d) The confirmation of check post concerned certifying that the lorry entered in to the state from outside of AP.
  - e) Any other relevant documents issued by the District Officer.

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

- 15.1 The Tender validity period for One year, 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 One year. The extension of time shall be given with the discretion of VC & MD, APSCSCL.

15.2 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 for the period of **Two (2) Years**.

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 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 FRK Stocks 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 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 be 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, APSCSCL LTD.,
- ii. In case, if disputes are not resolved according to the Clause no.19 (i), then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to under this Tender, including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in where Head Office of APSCSCL is situated and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
- iv. The manufacturer shall prefer a demand, if any, in writing to the V.C. & Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- v. On receipt of a demand from the manufacturer within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the

supply/Work order shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.

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

## **20. MISCELLANEOUS:**

### **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 OF WORK:**

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this supply/Work order, shall be governed by the terms and conditions of the Contract as set out in the invitation/General Information to the Service Provider and as given in the annexure-II to this tender. It should be clearly understood that no guarantee is given on the volume of work.

### **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 Labour Code and

Social Security code as notified by Govt of India including Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, as amended 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 OF LAW:**

The tenderer shall be bound by all laws, orders, etc., in force or issued by the Central or State Government from time-to-time and shall be solely liable for any penal consequences that may incur due to violation by the tenderer of any law, orders, etc., in force.

**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.

**xi) 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 NeML and 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 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

- f. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities or service for which the e-auction is conducted.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

## **24. JURISDICTION**

All Civil suits arising under this agreement should be subject to the jurisdiction of the Courts where APSCSCL Head Office is situated.

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

document.

Place:

Signature of Applicant: \_\_\_\_\_

Date:

Seal:

Name: \_\_\_\_\_

Date:

Seal:

**#ApprovedByName#**

**VC & MANAGING DIRECTOR**



**ANNEXURE-I****APPLICATION FORM FOR SUPPLY OF FRK**

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

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 Authorized 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

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	

### **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 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 & carry in govt verification, if required, for rendering various facilities & services of/through NeML in accordance with the applicable law.

Sign and Stamp:

Name:

Affix Passport size  
photograph of the  
Signatory

Designation

Place and Date :

**Annexure-II****ZONAL WISE & DISTRICT WISE TENTATIVE QUANTITIES OF RAW/BOILED FORTIFIED KERNELS (FRK) FOR RABI 2024-25 AND KHARIF 2025-26.**

Sl.No	ZONE	DISTRICT	TENTATIVE RAW/ BOILED FRK QUANTITIES (in MTs)
1	ZONE-1	WEST GODAVARI	4010
2		KRISHNA	3075
3		SRIKAKULAM	2100
4		EAST GODAVARI	1840
TOTAL			11025
5	ZONE-2	ELURU	2550
6		VIZIANAGARAM	1800
7		KONASEEMA	1465
8		KAKINADA	1275
9		MANYAM	1162
10		NTR	710
TOTAL			8962
11	ZONE-3	BAPATLA	625
12		TIRUPATI	578
13		NELLORE	555
14		GUNTUR	230
15		ANAKAPALLI	150
16		PALNADU	150
17		PRAKASAM	150
18		VISAKHAPATNAM	75
TOTAL			2513
GRAND TOTAL			22500

**\*The District Wise Raw/Boiled 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 Rice.**

**The above-mentioned quantities are Tentative and may undergo a change + or - 25 %.**

**ANNEXURE-III**

**The List of notified FSSAI Labs for FRK testing can access from the below Link :**

**URL :<https://www.fssai.gov.in/>**

**ANNEXURE-IV****A. List of APSCSCL Officials in HeadOffice**

<b>Sl.No.</b>	<b>Designation</b>	<b>Mobile No</b>
1	Manager (Procurement)	9347946460
2.	Asst.Manager (Procurement)	9951760081

e-Mail :[fortification-apcsc@ap.gov.in](mailto:fortification-apcsc@ap.gov.in)

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

Phone : (+91-22) - 48810500

Email :[askus@neml.in](mailto:askus@neml.in)

**ANNEXURE-V****CERTIFICATE OF COMMERCIAL PRODUCTION OF FRK****(To be furnished in Rs.100/- Non-judicial stamp paper)**

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

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

The Installed Capacity of Unit is\_\_MT per Day ( Single Shift)

M/s\_\_\_\_\_, works in No. of \_\_\_\_\_ Shifts per Day.

Electric Connection \_\_\_\_\_KW.

**FSSAI Central Licence No.\_\_\_\_**(The Copy of license issued by component authority**List of Machinery installed**

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

DATE:

SEAL:

SIGNATURE OF THE TENDERER

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 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 the rein.

Dated:.....

Deponent

**ANNEXURE-VII**

**DECLARATION FORM ON LETTER HEAD**

I/We.....Have  
Our..... Office At ..... Do here by 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 RMS 2024-25 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 to the specifications as mentioned in the RFP Clause 10 and as per schedule commencing immediately from the date of receipt of Work orders from APSCSCL
2. That we will abide by all the conditions set forth.
3. To take back the FRK rejected quantity due to nonconforming to specifications, by the APSCSCL at our own cost and replace the same.
4. **That the Shelf life of FRK would be 18 months from the date of Manufacturing of FRK.**
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 I/We, am/are liable to be banned from doing business with APSCSCL for period of Two (2) Years.

SIGNATURE OF THE TENDERER

DATE:

NAME OF THE

ORGANISATION AND

ADDRESS:

**ANNEXURE-VIII**



**AUCTION SCHEDULE**

Sl No	ZONE	DISTRICT	TENTE TIVE RAW/ BOILED FRK Qtys (in MTs)	Date of Auction	Start Time	End Time	Extensions
1	Zone-1	WEST GODAVARI	4010	22.05.2025	10:00 AM	10:30 AM	3 Three Extensions
2		KRISHNA	3075		11:00 AM	11:30 AM	
3		SRIKAKULAM	2100		12:00 PM	12:30 PM	
4		EAST GODAVARI	1840		1:00 PM	1:30 PM	
TOTAL			11025				
5	Zone-2	ELURU	2550	23.05.2025	9:00 AM	9:30 AM	3 Three Extensions
6		VIZIANAGARAM	1800		10:00 AM	10:30 AM	
7		KONASEEMA	1465		11:00 AM	11:30 AM	
8		KAKINADA	1275		12:00 PM	12:30 PM	
9		MANYAM	1162		1:00 PM	1:30 PM	
10		NTR	710		2:00 PM	2:30 PM	
TOTAL			8962				
11	Zone-3	BAPATLA	625	24.05.2025	9:00 AM	9:30 AM	3 Three Extensions
12		TIRUPATI	578		10:00 AM	10:30 AM	
13		NELLORE	555		11:00 AM	11:30 AM	
14		GUNTUR	230		12:00 PM	12:30 PM	
15		ANAKAPALLI	150		1:00 PM	1:30 PM	
16		PALNADU	150		2:00 PM	2:30 PM	
17		PRAKASAM	150		3:00 PM	3:30 PM	
18		VISAKHAPATNAM	75		4:00 PM	4:30 PM	
TOTAL			2513				
GRAND TOTAL			22500				