



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

REQUEST FOR PROPOSAL

Bids are invited from the eligible bidders for supply of 43,860 MTs of ISS Grade S-30/S-31 Cane Sugar supply in 1/2 Kg packet form, with secondary packing in 50 Kg New Polypropylene (PP) Bags under Public Distribution Scheme of Government of Andhra Pradesh for the months of June 2025 to November 2025 for Price Discovery through NCDEX e Markets Limited (NeML) auction platform.

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

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: <u>PDS1/35/Sugar Tender/June, 25 to Nov, 25</u>
4	Tender Subject	Bids are invited from the eligible bidders for supply of 43,860MTs of ISS Grade S-30/S-31 Cane Sugar supply in 1/2 Kg packet form, with secondary packing in 50 Kg New Polypropylene (PP) Bags under Public Distribution Scheme of Government of Andhra Pradesh for the months of June 2025 to November 2025
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	42,736 MTs
12	Number of schedules	6 , one for each zone
13	Bid validity	30 Working days from the date of e-Auction on the NeML Platform
14	Contract Period	6 months, June 2025 to November 2025.
13	Bid Document Downloading Start Date	05.04.2025
15	Last date for submission of Technical Documents	19.04.2025 up to 05:00 PM
16	e- Auction	22.04.2025 at 11:00 AM onwards
16	Tender Inviting Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
17	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007
18	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
19	Eligibility Criteria	Sugar Manufacturers/Traders.
20	Procedure for Bid Submission	<p>1. Online Registration and Submission:</p> <p>In order to participate in this tender, all 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</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 are to be uploaded. Please note that offline bids will not be accepted by the Tender Inviting Authority for tenders published on the NeML platform.</p> <p>2. NeML Platform Registration:</p> <p>For assistance with registration and submitting scanned documents, bidders can contact the NeML</p>

		<p>platform Help Desk at www.neml.in. ((+91-22) - 48810500) or askus@neml.in</p> <p>3. Deactivation of Bidders:</p> <p>Bidders who fail to submit all the required documents online by 5:00 PM on 19.04.2025 will be deactivated from the NeML platform and will not be considered for the tender.</p> <p>4. Tender Documents:</p> <p>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 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. The Department calling for tenders shall not be held liable for any claims or issues arising from a bidder's failure to stay informed.</p> <p>5. 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>
21	General Terms and Conditions	<p>Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail : pdsho.apscsc@ap.gov.in</p>

#ApprovedByName#
VC & Managing

Director.

INDEX

S.No	Details	Sections
1	SCOPE OF WORK	1(i to ii)
2	PRE QUALIFICATION CRITERIA FOR BIDDERS	2(i to vii)
3	INSTRUCTIONS FOR SUBMITTING THE TENDER AND DOCUMENTS TO BE FURNISHED ALONGWITH APPLICATION FOR REGISTRATION	3(i to xiv)
4	EVALUATION OF APPLICATION	4(i to vi)
5	SCHEDULING OF E-AUCTIONS	5(i to xxiii)
6	SPECIFICATION	6(6.1 to 6.2)
6.1	QUALITY	6.1(i to xi)
6.2	PACKING	6.2(i to vii)
6.2.1	SPECIFICATIONS OF ½ Kg POLYTHENE PACKS	6.2.1(i to viii)
6.2.2	SECONDARY PACKING	6.2.2(i to iv)
7	TERMS AND CONDITIONS OF DELIVERY	7(i to xxi)
8	EARNEST MONEY	8(8.1 to 8.5)
9	SECURITY DEPOSIT	9(9.1 to 9.5)
10	EXECUTION OF AGREEMENT	10 (i to ii)
11	OTHER CONDITIONS	11(i to xii)
12	TERMS OF PAYMENT	12(i to iv)
13	PENALTY ON DEFAULT	13(13.1 to 13.2)
13.1	PENALTY ON ACCOUNT OF FAILURE OF QUALITY PARAMETER	13.1(a to b)
13.2	PENALTY ON ACCOUNT OF DELAY IN SUPPLIES	13.2(A to E)
14	VALIDITY OF BIDS	14
15	LETTER OF ACCEPTANCE (LOA)	15(i to iii)
16	CANCELLATION OF AGREEMENT	16(i to iii)
17	TERMINATION OF CONTRACT	17(i to vii)
18	FORCE MAJEURE	18
19	OBSERVANCE OF LAW	19
20	COMPLIANCE WITH DIRECTIONS	20
21	VOLUME OF WORK	21
22	DISPUTE RESOLUTION	22(22.1 to 22.2)
22.2	ARBITRATION	22.2(A to C)
23	MISCELLANEOUS	23(23.1 to 23.9)
23.1	AMENDMENT	23.1
23.2	ASSIGNMENT	23.2
23.3	COUNTERPARTS	23.3
23.4	ENTIRE AGREEMENT	23.4
23.5	INDEPENDENT RELATIONSHIP	23.5
23.6	NOTICE	23.6
23.7	SEVERABILITY	23.7
23.8	SUCCESSORS AND ASSIGNS	23.8

23.9	WAIVER	23.9
24	INDEMNITY	24
25	CORRUPT PRACTICES	25
26	NCDEX e-MARKETS LTD DISCLAIMER	26
27	JURISDICTION	27
28	NEGOTIATION	28

BIDS ARE INVITED FROM THE ELIGIBLE BIDDERS FOR SUPPLY OF 43,860 MTS OF ISS GRADE S-30/S-31 CANE SUGAR UNDER PUBLIC DISTRIBUTION SCHEME OF GOVERNMENT OF ANDHRA PRADESH

The APSCSCL has invited applications from the eligible bidders for supply of ISS Grade S-30/S-31 Cane Sugar in 1/2 Kg packet form, with secondary packing in 50 Kg New Polypropylene (PP) Bags. The procedure for enrolment, registration and terms and conditions of supply under the e-auction mode for supply of ISS Grade, S-30/S-31 Cane Sugar is detailed in the RFP.

Interested Tenderers may visit websites www.neml.in (<https://neml.in/circulars>) and www.apscscl.in to view and download tender documents at free of cost.

1. SCOPE OF WORK:

- i. The APSCSCL being the appointed agency for procurement of Refined and/or Cane Sugar by Government of Andhra Pradesh proposes to procure the ISS Grade S-30/S-31 Cane Sugar for the year 2024-25 from the Sugar Manufacturers/Traders through e-procurement process.
- ii. The requirement of ISS Grade, S-30/S-31 Cane Sugar will be 43,860MTs for Six months i.e. June 2025 to November 2025. (Auction will be held Zone-wise for Six Zones), which has to be supplied to the MLS points of the Corporation in all Twenty Six (26) Districts of the AP State. The empanelled suppliers should ensure the supplies for June 2025 to November 2025 will follow and should be completed as per the movement orders issued by District Civil Supplies Managers concerned. The approximate District wise quantities of the ISS Grade, S-30/S-31 Cane Sugar required for June 2025 to November 2025 may be seen in Annexure-I. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the department from time to time.

2. PRE QUALIFICATION CRITERIA FOR BIDDERS:

- i. The annual turnover should not be less than 25.00 crore per annum during the last 3 Financial years i.e., 2021-2022, 2022-2023 & 2023-2024.
- ii. The firm/applicant should have prior experience of supplying sugar to any state/central agency.

- iii. The firm/applicant should not have been blacklisted /convicted for any offences or violation of any State or Central act such as essential commodities act etc. or any criminal offence under IPC.
- iv. Tenderers who have been blacklisted/debarred/Banned/Suspended by APSCSCL/Legal Metrology Department, AP State will be ineligible during the period of such debarment or for a period of two years from the date of debarment, whichever is earlier.
- v. If any person or Firm or Company who has been blacklisted filed a Tender in a benami name, his tender stands summarily rejected apart from forfeiture of EMD furnished. If it comes to notice after award of contract also, the contract will be cancelled and black-listed for a period of two years apart from forfeiture of Security Deposit.
- vi. Any Tenderer whose contract with the APSCSCL or any other Govt./Private organization has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last two years, will be ineligible.
- vii. The Bidders should have valid GST registration issued by concerned authorities. They should be in operation for at least three years.

3. INSTRUCTIONS FOR SUBMITTING THE TENDER AND DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION:

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

- i. The tenderer shall register with NCDEX e Markets Limited (NeML).
- ii. The Sugar Manufacturing units should have proper valid license by the concerned authority/FSSAI for manufacturing/processing and storing of Sugar, copy of which shall be furnished.. Similarly, the bidders who are traders, should have all regulatory / statutory licenses in place on the day of submission of tender
- iii. Attested copy of audited balance Sheet and profit & loss account for past three financial years i.e., 2021-22, 2022-23 and 2023-24 duly certified by Chartered Accountant.
- iv. Applicants shall submit attested copy of the Income Tax returns of last three financial years i.e., 2021-22, 2022-23 & 2023-24
- v. Copy of a PAN card attested by authorized signatory.
- vi. Attested copy of Certificate of registration under GST (Goods and Service Tax) applicable.
- vii. An affidavit-I (Annexure-III) on Rs 100 non judicial stamp paper and Notarized, regarding

- a) Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
 - b) Not having been black listed by any organization or Government for non-performance of contractual obligation.
- viii. In case the Bidder is a partnership firm, the particulars of the firm registration with names of partners, addresses, e-mails along with a copy of the partnership deed are to be uploaded. In case of other entities Bye laws or Memorandum of Association, Articles of Associations or the deed of Constitution, Registration/Incorporation certificate, as the case may be, shall be uploaded along the Bid.
- ix. The sugar manufacturing units/Traders should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body.
- x. 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
- xi. The address proof in respect of the Firm/Company/LLP/ proprietary concern shall be either certificate of registration or certificate of incorporation issued by the concerned authority
- 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. The application form mentioned in Annexure-II shall be filled, signed and submitted.
- xiv. All the pages of the RFP document shall be signed and submitted along with tender in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.
- xv. Copy of the annual turn-over (should not be less than 25.00 crore per annum during the last 3 Financial years i.e., 2021-22, 2022-23& 2023-24) duly certified by a Chartered Accountant.
- xvi. Bidders have to deposit the **registration fee of Rs.5900/- (Rs 5000+18% GST)** along with their required documents to get themselves registered.
- xvii. The registration fee can be directly transferred to the bank account given below.

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

4. EVALUATION OF APPLICATION:

- 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. They are free to contact NeML via email at askus@neml.in
- 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. 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.

5. SCHEDULE OF E-AUCTIONS:

- i. The Corporation will conduct financial auction on www.market.neml.in (e-Auction platform). The e-auction will be conducted Zone wise and the details are mentioned in Annexure-I. The system time of NeML portal will be considered to start and to end the e-auction.
- ii. The technically qualified tenderers are eligible to participate in e-auction.
- iii. The Corporation organizes the e-Auction based on the L1 rate received in the tender
- iv. 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 website.
- v. 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.
- vi. The tenderer shall quote their financial bid in terms of **Rupees per Quintal basis for the entire quantity for the respective Zone.**
- vii. The bidder can modify his bid as many number of times as possible till the closing time of e-auction subject to overall reduction in the price. The system time of NeML platform will be considered to start and end the e-Auction. In case, if any bid is received 3 minutes prior to the scheduled

auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.

- viii. However, the auction platform will not allow the bidder to modify his/her bid to increase the price Once Quoted.
- ix. In case of two or more bidders emerge as lowest with identical prices after conclusion of e-auction, bidder who puts in his bid first on e-auction platform gets priority and considered as lowest.
- x. The bids submitted after the closing time of e-auction will be rejected by the system.
- xi. The price quoted shall be:
 - a) Inclusive of 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.
- xii. **The minimum tick size shall be Rs.1/- (Rupees Oneonly) per Quintal.**
- 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 registered tenderers shall not be intimated individually regarding the e-auctions; however, the registered tenderers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-auctions.
- xv. The Bids of all Bidders who have participated in the e-Auction must remain valid for minimum period of 30 (Thirty) working days from the date of auction or till the tender process is completed, whichever is later.
- xvi. The results of the e-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction 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-auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xvii. 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.
- xviii. APSCSCL 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. In case if e-auctions 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/s will be notified in the website of APSCSCL and NeMLsite.
 - xix. The Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the tenderer.
 - xx. The successful Tenderer will be intimated the acceptance of his tender by a letter /email by APSCSCL. The Corporation reserves the right to reject any or all the tenders without assigning any reason.
 - xxi. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
 - xxii. 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.
 - xxiii. 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 GST reporting/compliance mistake(s) on the part of the serviceprovider.

6. SPECIFICATION:

6.1) Quality:

- i. The quality parameters for ISS Grade S-30/S-31, Cane Sugar are detailed below for the reference of all eligible suppliers. APSCSCL has the right to alter the parameters at its own discretion before notifying the e-auction schedule.
- ii. Sugar of the current year production should be of white crystalline product extracted from unfermented and undecayed sugar cane by sulphotation process, free from any foreign matter, coloring agent, taste and odour and have the sweet taste characteristic of white sugar whether dry or in solution, it should be sparkling white in color, free flowing and free from dirt and other extraneous contamination, fit for human consumption and specifications as detailed below:

S	Specification	ISS GRADE SUGAR S-30/31
---	---------------	-------------------------

No.	s	
1	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar analysis ICUMSA Methods book
2	Polarization	99.80 % Min
3	Grade	Sugar (S-30/31). The size of Sugar Kernels as 0.60 to 0.90/1.0mm with 80% uniform grain size.
4	Moisture	0.08 % Max
5	Ash Content	0.04 % Max
6	Solubility	100 % Dry and free flowing
7	Granulation	Fine/Crystal
8	Colour	Sparkling and crystal white
9	Iron Fillings	Nil
10	Sediments	None
11	Smell	Free of any smell
12	Radiation	Normal without Presence of CESIUM or IODINE. Certified Phyto sanitary of no radiation, no virus, no insect parts, Husks, No Poisonous matter and non-genetic and it Suitable for Human Consumption.
13	Crop	2024-25 seasons Crop

Note: Stocks should conform to the above specifications. Stocks having the in excess of above prescribed refractions limit stands rejected and the decision of the corporation is final and binding on the supplier.

- iii. The supplier shall submit Certificate of Analysis (CoA) for Quality Parameters of Sugar 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.
- iv. 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.
- v. The bidder shall supply the Sugar in homogeneous condition and each and every packet shall be homogeneous and within the prescribed quality limits.
- vi. At District level one sample from each truck shall be drawn and the same shall be forwarded to HO for cross checking of quality at HO QC lab received in a particular month by 7th of succeeding month, the result of which will be given by next 15 days.
- vii. 1% of Samples received from Districts shall be forwarded to NABL Food Labs for cross checking of Quality.
- viii. 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 and the refined.

- ix. Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters.
- x. Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible for any losses/damages to the events arising out of such supplies under the scheme
- xi. 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 bidder's premises

6.2) Packing:

- i. Supplier shall undertake packing of ISS Grade S-30/S-31 Cane Sugar in $\frac{1}{2}$ Kg. polythene packs mechanically and automatically during the process itself. In other words, the supplier shall have automatic machine (form filling) with inbuilt printing facility for printing of S.No, Batch No. and Date of packing and other details. Normal packing is not allowed**.
- ii. Packing should be at least one side transparent polyethylene pack wherein the commodity should be visible. Any deviation will be viewed seriously and penal action will be initiated against the supplies.
- iii. Supplier shall undertake packing with description of commodity and Net weight.
- iv. Any deviation in this regard will result in claiming of damages from supplier.
- v. Since the Supplier is responsible for packing the ISS Grade S-30/S-31 Cane Sugar, he shall abide by the laws and rules of Weights and Measures and Packing Acts in-force. All weighment infrastructures should have up to date stamping of Legal Metrology Department.
- vi. The Corporation will approve design to be printed on the packet and it is the responsibility of the supplier to undertake the same at his cost. In addition the supplier shall also undertake printing of Batch No., Serial No., Date of packing, or any other information on Polythene packs without fail. The shelf life of ISS Grade S-30/S-31 Cane Sugar should be more than the period of (2) years.
- vii. 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.

6.2.1 SPECIFICATIONS OF $\frac{1}{2}$ Kg POLYTHENE PACKS:

The specifications of $\frac{1}{2}$ Kg. polythene packs shall confirm the following specifications:

- i. Size of Half Kg. Polythene Pack shall be as per the standards & having weight of 4 gms
- ii. Thickness gauge shall be 12 pet + 60 transparent poly pet qualities.
- iii. Polythene shall be of transparent quality only.
- iv. Pouch shall be of Centre Sealing and shall withstand bursting test.
- v. Laminated printing of design as approved by Corporation.
- vi. Details of Batch No., S.No and Date of Packing and other details shall be prominently displayed.
- vii. The Corporation Logo shall be printed on the packet.
- viii. Net Weight of the pack should be $\frac{1}{2}$ Kg (500gms).

6.2.2 SECONDARY PACKING:

After packing of ISS Grade S-30/S-31 Cane Sugar in $\frac{1}{2}$ Kg. Polythene Packs, the Supplier shall undertake packing of the same in 50 Kg PP bags.

- i. The stocks should be packed in $\frac{1}{2}$ Kg packet form and delivered in 50 Kg. secondary new PP bags with mouth closing machine double stitched.
- ii. The 50Kg PP bag having weight of 100-110 gms. Tensile strength to be suitable for carrying loads up to 50 kg (100 $\frac{1}{2}$ Kg sugar packets)
- iii. The Standard net weight of the ISS Grade S-30/S-31 Cane Sugar should be in 50 Kg per bag and not less than 20 bags per MT should be delivered.
- iv. Payment will be made on Net weight only.

7. 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 Sugar	Within 10 days from the date of issue Work /Movement Order

- ii. The successful bidder should supply the Sugar in $\frac{1}{2}$ Kg packet form, with secondary packing in 50 Kg New (PP) Polypropylene bags and all the bags shall be machine stitched.
- iii. **The successful bidder shall supply tendered quantity as per the timelines fixed by the APSCSCL at the time of issue of Work order so as distribute Sugar under PDS.**

- iv. The bidders from other states should conform to all procedures with regard to GST before the trucks are dispatched to the destinations from the bidder to avoid hassles at the check point.
- v. The supplier shall submit the following documents at the time of giving delivery of the consignment to the respective MLS points of the Corporation.
 - 1. Tax Invoice - 2 Originals
 - 2. Delivery Challan
 - 3. Way bill
 - 4. Assaying Certificate
- vi. 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. The successful suppliers should take adequate precautions to prevent damage or deterioration to ISS GRADE S-30/S-31 Cane Sugar during storage/transportation. He should also insure the stock during transit at his cost. The successful suppliers should deliver at his cost the ISS GRADE S-30/S-31 Cane Sugar to the designated MLS Points/storage place as per the supply order / indent issued by APSCSCL.
- vii. All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety & Standards Act, 2006 and Regulations there under, must be mentioned on each Polypropylene Bag e.g. name and full address of Sugar Manufacturer / Co-Operative Mill / Packer, Name of the commodity, gross weight, net weight, Grade of sugar, month & year of packing of the commodity.
- viii. 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.
- ix. Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point).
- x. 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.
- xi. 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.

- xii. After receipt of consignment, a quality on confirming the authenticity of the consignment and after being satisfied with the quality of Sugar based on the assaying report submitted by the Bidder, the concerned officer will direct the representative of the bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- xiii. 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.
- xiv. 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.
- xv. Under weighment and shortages of supplied quantities if noticed by the concerned districts, to be replaced by the bidder at his own cost.
- xvi. 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 miller.
- xvii. If necessary, depending upon the requirement, the 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.
- xviii. The penalty will be levied for delay in delivery or replacement of rejected stock as specified in Clause.13. 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.
- xix. 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 In charges at the time of supply of the packaged commodities to the MLS Points.
- xx. The bidder 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.

- xxi. 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.

8. EARNEST MONEY:

- i. 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 i.e. before start the scheduled date of e-Auction which they propose to participate
- ii. The Earnest Money Deposit remitted will not carry any interest.
- iii. 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 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%.
- iv. The 2.5% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit.
- v. Only the EMD (Margin Money) of the successful bidder would be blocked by NeML. EMD (Margin Money) and of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through www.market.neml.in.

The amount remitted towards Earnest Money Deposit is liable to be forfeited in case if the:

- a. Bidder withdraws his e-tender or backs out after acceptance.
- b. Bidder withdraws his e-tender 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.
- e. bidder fails to participate in the e-tender after remitting EMD into APSCSCL account without any proper reason and APSCSCL construed that the bidder has not participated in the e-tender with an ulterior motive to cause hindrance to Public Distribution System.
- f. The bidder fails to sign the contract.

9. SECURITY DEPOSIT:

- 9.1** 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 by way of electronic fund transfer to the bank account of AP State Civil Supplies Corporation Limited.

Bank name	Bank account name	Account number	IFSC Code	Branch name
SBI	VC & MD APSCSCL	37270582042	SBIN0016857	MG Road, Vijayawada

- 9.2** The EMD already paid will be converted to Security Deposit. Thus the total Security Deposit would be 10% of the order value. Security Deposit will be released within 30 days of successful completion of the contract.
- 9.3** In the event of the Bidder's failure, after the communication of acceptance of the tender by the Corporation within the due date, his contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another bidder.
- 9.4** Any losses or damages arising out of and incurred by the Corporation by such conduct of the bidder will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The bidder will also be debarred from participating in any future tenders of the Corporation for a period of three years. The security deposit will be returned to the bidder on due satisfactory performance of the contract and on completion of all obligations by the bidder under the terms of the Contract and on submission of a 'No dues certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the bidder.
- 9.5** No interest shall be given on the security deposit to the bidder.

10. EXECUTION OF AGREEMENT:

- i. The successful tenderer shall execute an agreement on Rs 500 /- non-judicial stamp paper to fulfill the contractual obligations as specified by APSCSCL within (07) seven days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited.
- ii. 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) ½ Kg Sugar samples at the time of entering into Agreement.

11. OTHER CONDITIONS:

- i. The short listed suppliers who qualify in e-auction for each destination will be issued with supply orders/indents by Corporation. The supply order to the supplier will be issued subject to payment of prescribed security deposit with the APSCSCL account.
- ii. 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 supplier is bound to supply the ordered quantity at the designated MLS Points spread across the concerned district.
- 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 ISS Grade S-30/S-31, Cane Sugar to the designated MLS Points. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of sugar 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 final supply order issued by the Corporation. 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. Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.
- iv. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.
- v. Security Deposit and EMD furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.
- vi. Non acceptance of supply order / indents within 2 days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-auctions for a period of two years.
- vii. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).
- viii. 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.

- ix. Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
- x. 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.
- xi. 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 supplier who has defaulted.
- xii. 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.

12. 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 suppliers 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. The standard net weight of Sugar packed should be of 1/2 Kg, with secondary packing in 50 Kg New (PP) Polypropylene Bag.
- iii. The payment will be released within 45 days from submission of bill, complete in all respects and Quality Analysis reports from the HO lab with 100% sampling method, subject to availability of funds. .
- iv. In case of return of bill due to insufficiency of documents or any other reason attributable to the supplier, the 45 days period will reckon from the date of re-submission of the bill.
- v. The following documents shall be necessarily be submitted along with the bill.
 - a) Tax Invoice - 2 Originals
 - b) Delivery challan, duly acknowledged by the MLS Point Incharge.
 - c) E-way bills
 - d) MLS Point Wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity) with calendar month-wise break-up.

- e) 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.
- f) Any other relevant document issued by the District Civil Supplies Manager
- vi. The payment will be directly released through Electronic Fund Transfer to the Bank Account of the supplier by the Corporation.

13. PENALTY ON DEFAULT:

13.1 Penalty on account of failure of Quality Parameter:

- A. The APSCSCL/third-party agency will assay the sugar supplied by the suppliers. The quality of sugar will be evaluated based on specified quality parameters. Truck-wise samples in duplicate be drawn and one sample is to be sent to Head Office lab and another sample retained at DMO for further reference. In case, the quality parameters of referred sample are found to be exceeding permissible limits/non-conformity of the given specifications, a penalty of 4% shall be imposed on the entire value of the quantity supplied by that particular truck in the district concerned.
- B. 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 communication.

13.2 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 Sugar should be supplied within the stipulated time. No extension of time will be granted for supply of Sugar 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.

14. 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 with in the above time frame.

15.LETTER OF ACCEPTANCE (LOA):

- i. The final acceptance of the Reverse Auction is entirely vested with APSCSCL which reserves the right to accept or reject any or all of the Reverse Auction in full or in part After acceptance of the Reverse Auction by APSCSCL the Bidder shall have no right to withdraw his Reverse Auction.
- ii. The Reverse Auction accepting authority may also reject all Reverse Auction for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.
- iii. After acceptance of the Reverse 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.

16.CANCELLATION OF AGREEMENT:-

- i. The Sugar 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 Sugar 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.

17.TERMINATION OF CONTRACT:

- 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 or convicted by Court of Law in a criminal case and that they are not Sugar suppliers. 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 supplier 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 stands 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.

18.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

19. 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.

20.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.

21.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.

22.DISPUTE RESOLUTION:

- a) In case of any dispute with respect to interpretation or any other matter relating to this contract, the supplier should represent his case to the VC & MD for resolution. Efforts will be made to resolve the issue within 15 days from date of receipt of such representation.
- b) In case the supplier is not satisfied with the resolution of the issue or if the issue is not resolved within a reasonable time, the supplier may invoke Arbitration.

23.ARBITRATION:

A. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contractor breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

B. The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Vijayawada, Andhra Pradesh, India.

C. The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

23. MISCELLANEOUS:

23.1 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.

23.2 Assignment:

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

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

23.8 Successors and Assigns:

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

23.9 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.

24. 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.

25. 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.**

26 .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 NeMLE-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 sam 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.

27. JURISDICTION

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

28. 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 28 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal:

#ApprovedByName#
VC &

Managing Director.

ANNEXURE - I A

Zone Wise Tentative Requirement of Sugar Quantity in MT's for June 2025 to November 2025, Auction Schedule							
S.	Zon	Name of the	Tentative	Date of	Star	End	Extensio

N o	e	District	Quantity in MTs	Auction	t Time	Time	ns
1	I	Srikakulam	1980	22.04.2025	11:00 AM	11:30 AM	3 Extension s of 5 mins each
2		Vizianagaram	1710				
3		Manyam	840				
4		Visakhapatnam	1572				
5		Anakapalli	1614				
		TOTAL	7716				
6	II	ASR	876	22.04.2025	12:00 PM	12:30 PM	3 Extension s of 5 mins each
7		Konaseema	1614				
8		Kakinada	1932				
9		East Godavari	1692				
10		West Godavari	1674				
		TOTAL	7788				
11	III	Eluru	1860	22.04.2025	1:00 PM	1:30 PM	3 Extension s of 5 mins each
12		Krishna	1566				
13		NTR/Vja	1770				
14		Guntur	1770				
		TOTAL	6966				
15	IV	Palnadu	1902	22.04.2025	2:00 PM	2:30 PM	3 Extension s of 5 mins each
16		Bapatla	1428				
17		Prakasam	1986				
18		Nellore	2166				
		TOTAL	7482				
19	V	Tirupathi	1776	22.04.2025	3:00 PM	3:30 PM	3 Extension s of 5 mins each
20		Chittoor	1608				
21		Annamayya	1500				
22		Kadapa	1734				
		TOTAL	6618				
23	VI	Kurnool	2010	22.04.2025	4:00 PM	4:30 PM	3 Extension s of 5 mins each
24		Nandyala	1602				
25		Ananthapuram u	1980				
26		Puttaparthi	1698				
		TOTAL	7290				
GRAND TOTAL			43860				

ANNEXURE - II
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	

 InitialsPlease

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 I agree and consent that NeML may store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third party entities, for establishing my identity & carrying out verification, if required, for rendering various facilities & services of/ through NeML in accordance with the applicable law.

Sign and Stamp:

Name :

Designation

Place and Date :

Affix Passport
size photograph
of the Signatory

ANNEXURE-III**A F F I D A V I T - 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 criminal record with the Police/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 or convicted by Court of law in a criminal case.

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 - IV
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	Pamaru
7		Nuzvidu	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	Jaggaihpeta	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-V

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
