



ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED,

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

REQUEST FOR PROPOSAL

Empanelment and Appointment of Miller cum supplier (Roller Flour Mills) within Andhra Pradesh State for conversion of 1838.970 MT per month of Wheat into Whole Meal Wheat Atta and supply in 1 Kg art work designed packets, with secondary packing in 50 Kg New Poly woven bags and delivery at the MLS points of Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts under pilot project as per the prescribed specifications through NCDEX e-Markets Ltd

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1. Scope of Work:

1.1 The Govt. of India is allocating a quantity of 1838.970 MT of wheat per month to the state of Andhra Pradesh under PDS against Tide over category for implementation of NFSA. The Food Corporation of India, AP region is supplying wheat to APSCSCL.

1.2 Andhra Pradesh State Civil Supplies Corporation Limited has entrusted NCDEX e-Markets Ltd, (herein after referred to as "NeML"), for conducting electronic auction System through e -reverse auction mode for appointment of miller cum supplier for conversion of Wheat into Whole Meal Wheat Atta and supply in 1 Kg art work designed packets, with secondary packing in 50 Kg New Poly woven bags as per the prescribed specifications and delivery at the MLS points of Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts under pilot project.

1.3 The aspirant Miller cum Supplier has to supply Whole Meal Wheat Atta in Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts.

1.4 L1 bidder will be selected basing on quoted price which shall be inclusive of Milling, Packing and Transportation cost up to MLS Points in Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts. The byproducts shall be retained with the miller

1.5 The details of the quantity allotted per month to Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts are mentioned here under:

S. No	Name of the District	Estimated Quantity for One Month in MTs	Estimated Quantity for 12 Months
1	Srikakulam	1838.970	22067.640
2	Vizianagaram		
3	Visakhapatnam		

4	Manyam		
TOTAL		1838.970	22067.640

1.6 The Bidders are requested to go through the instructions, terms and conditions and specifications given in this Request For Proposal. Failure to furnish all the required information in every respect will be at the bidder's risk.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS:

2.1 Roller Flour Mills located in Andhra Pradesh State are eligible for registration to participate in the e auction for lifting of Wheat from FCI/CSC godowns, conversion of wheat into whole meal wheat atta for supply to the Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts. Leased/Hired Roller Flour Mills are not eligible for participation.

2.2 Online registration and participation should be strictly in conformity with the prescribed terms and conditions. It should not contain any conditions other than prescribed. During the participation, the bidders who deviate from the prescribed terms and conditions are liable to be ignored and rejected.

2.3 Roller Flour Mills should have adequate infrastructure like cleaning equipment's at pre-milling stage, storage space, automatic machine packing facilities especially in One Kg. Polythene packs weighment facilities, laboratory equipment for testing wheat and Whole Meal Wheat Atta at various stages, etc.

2.4 Roller Flour Mills which have been black-listed by Central or State Govt. or any Govt. Agency are prohibited from participating in the Reverse Auction. If the blacklisted firm, register to participate in the auction under a benami name, the same shall stand rejected apart from forfeiture of EMD furnished.

2.5 The Roller Flour Mills should possess License under FSSAI.

2.6 The Roller Flour Mills should provide AP GST Certificate.

2.7 The Roller Flour Mills should have production capacity of 150 MT. per day.

2.8 The Annual Turnover should be minimum of Rs.20 Crores for any of the FY 2019-20, 2020-21 & 2021-22.

2.9 The Turnover for the last two consecutive Financial years should be Rs.30 Crores or more than Rs.30.00 Crores.

3 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION:

- 3.1** Registration with NeML is mandatory to participate in e-Auction.
- 3.2** Attested copy of audited balance Sheet and profit / loss account for past three Financial years i.e., FY 2019-20, FY 2020-21 & FY 2021-22 duly certified by Chartered Accountant.
- 3.3** The Millers / Suppliers shall submit attested copy of the Income Tax returns of last three Financial years i.e., FY 2019-20, FY 2020-21 & FY 2021-22 with a copy of a PAN card attested by authorized signatory.
- 3.4** The Millers / Suppliers shall submit the attested copy of Certificate of registration under AP GST as applicable.
- 3.5** An affidavit on Rs 100 Non-Judicial stamp paper and attested by the Notary: 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. Not having been black listed by any organization or Government for non-performance of contractual obligation.
- 3.6** In case of partnership firm or Co-operative or Corporate, the Miller cum supplier (Roller Flour Mills) should furnish a copy of the partnership deed or bylaw or memorandum as the case may be.
- 3.7** The Miller or Supplier 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. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.
- 3.8** The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter / Aadhaar ID proof should be submitted along with the application.
- 3.9** The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- 3.10** Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm duly attested by the concerned Bank authorities.

- 3.11** Attested Copy of Mill license and the processing capacity of 150 MT per day from the competent authority.
- 3.12** Attested Copy of Insurance Policy & Valid FSSAI license.
- 3.13** Attested Copy of Storage capacity of godown for accommodation of wheat not less than 3000 MTs.
- 3.14** The bidder shall provide solvency certificate for the worth of Rs.10.00 Crores from any of the Bank.
- 3.15** The bidder shall have an experience of Milling of raw wheat for a quantity of 15,000 MTs per annum for the last two Financial Years. Accordingly, a certificate has to be provided duly certified by CA.
- 3.16** Bidder shall have experience in processing and supply of Food grains/Food products to PSU / Govt. Dept. / Public Ltd. Company / Private Ltd, Company. Such experience certification should be done by ONLY the Head of the Organization.
- 3.17** The applicants have to deposit the registration fee of Rs 5900 (Rs 5000+ 18% GST) along with the documents. The registration fee can be directly transferred to the Exchange bank account given below.

NeML Bank Account Details			
Bank Name	Account No.	IFSC Code	Branch
HDFC Bank Ltd	00990690013050	HDFC0000060	Fort, Mumbai
Axis Bank Ltd	004010202176820	UTIB0000004	Fort, Mumbai
State Bank of India	30760958792	SBIN0011777	Fort, Mumbai

- 3.18** The application for registration with relevant Annexures can be downloaded from the website www.neml.in/www.apscscl.in.
- 3.19** The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on phone numbers **(022) 48810500/9962059599/9032429420**.

4. EVALUATION OF APPLICATION FOR REGISTRATION:

- 4.1** The completed applications along with relevant documents and fee / registration charges shall be submitted on or before 17.12.2022 at the following mail ID: **askus@neml.in** and to the following address:

To

The Membership Department (022) 48810500
NeML, Ackruti Corporate park
101 & 101 T, First Floor, Ackruti Corporate Park,
LBS Marg, Kanjurmarg (West),
Mumbai- 400079

- 4.2 The APSCSCL has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website www.neml.in/www.apscscl.in
- 4.3 The applicants/bidders will be informed regarding acceptance / rejection/non-receipt of certain documents etc., by APSCSCL or through NeML Limited. The applicants who fulfil the eligibility criteria will be enrolled as registered suppliers and will be issued with registration number / user ID and password by NeML. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always and never disclose the password to anyone to protect the secrecy in their own interest.
- 4.4 All registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled. The electronic reverse auction platform will scrutinize the financial bids and bid winners will be declared based on the lowest rate offered to APSCSCL subject to terms and conditions detailed in this document.
- 4.5 APSCSCL reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability.

5. SCHEDULING OF e-auction:

- 5.1 The e- Auction is Scheduled on 19.12.2022. Any changes in the schedule of e-Auction, date and timings will be published on the website www.neml.in/www.apscscl.in
- 5.2 All registered bidders are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this RFP and subsequent amendment to certain clauses of the RFP, if any prior to scheduling e-Auctions.

6.A EARNEST MONEY DEPOSIT (EMD):

- 6.A.1. The registered suppliers need to deposit 2.295 % on the trade value (margin money) in the Dedicated Escrow Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund

transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate.

6.A.2. The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the Bidders withdraw from his/their offer after submission of the Reverse Auction or after the acceptance of the offer by APSCSCL or fail to sign the Contract or fail to remit the Security Deposit.

6.A.3. The Earnest Money Deposit remitted will not carry any interest.

6.A.4. The transaction charges payable by the successful bidder to NeML will be calculated on the Trade Value. The transaction charges of 0.25% plus GST (18%) will be on trade value and will be adjusted from EMD amount (2.295%). The transaction charges are not linked to actual supplied quantity of the commodity and hence once paid to NeML, by the bidder/supplier will not be returned or refunded to the Bidders. No claim or request with regard to return or refund of transactions charges will be entertained by either APSCSCL or by NeML once transaction charges have been collected by NeML.

6.A.5. Out of 2.295% of EMD amount, 1% of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e., 0.295% of NeML and 1% of EMD deducted towards applicable (Existing 1 %) TDS u/s 194 (O).

6.A.6. The 1% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 3% Security Deposit.

6.A.7. The quantity decided for Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts will be tentative (based on estimation) for the purpose of calculation of the transaction charges of NeML. Actual quantity may vary based on requirement and AP Civil Supplies Corporation will not be liable for the variation.

6.B. SECURITY DEPOSIT (SD):

6.B.1. The successful bidder shall have to remit 3% Security Deposit (i.e., balance amount after adjustment of 1% EMD against 3% SD) arrived on the estimated value of wheat to be allotted for the entire contract period arrived on Issue price of Wheat for the year 2022-23 within 3 (three) working days from the date of receipt of the

communication of acceptance of the Reverse e Auction from the NeML/VC & Managing Director, APSCSCL.

- 6.B.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.
- 6.B.3. In case of failure of successful bidder to deposit the Security Amount or the Bank Guarantee as stipulated within one week of acceptance of his tender, further extension of one week can be given subject to levy of penalty @ 1% of the whole amount of the Security Deposit and another one week with the levy of penalty @ 2% on the whole amount of the Security Deposit. If the security deposit are not furnished with in the period of 1 week/ extended period, the EMD will be forfeited besides blacklisting the tenderer for a period of 3 years.

7. PROCESS OF ELECTRONIC e-AUCTION SYSTEM ON NeML:

- 7.1 The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the NeML and APSCSCL. They will be allotted with member ID and password by NeML. Millers empaneled for participating in other state e auctions should sign the tender document for meeting eligibility requirements.
- 7.2 The registered members with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 7.3. The NeML in consultation with APSCSCL, will schedule the auctions., e-auction calendar will be published on the website of NeML. The registered bidders are requested to go through the auction calendar carefully before participating in e-Auction
- 7.4 The registered bidders shall not be intimated individually regarding the e-auctions. However, the registered bidders may contact APSCSCL for obtaining details of schedule of e-auctions
- 7.5 Alternatively the registered bidders may contact the Customer Service Group on phone numbers (022) 48810500 of NeML for information

on schedule of e-Auction. The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website in their own interest, rather than depending on other mode of information sources.

- 7.6 The bidder should intimate NeML for the transfer of funds and update the details on the CS Tracker Module- <https://cst.neml.in> in the prescribed manner (Contact Customer Service Group on (022) 48810500)
- 7.7 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Escrow Account provided by NeML.
- 7.8 Only the EMD (Margin Money) of the successful bidder, would be blocked by NeML. EMD (Margin Money) and of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CS Tracker Module latest by one day from the day of close of E-Auction.
- 7.9 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- 7.10 The bidders shall place their bids online on NeML <https://market.neml.in>, the online trading system made available by NeML as per the terms and conditions of the e-Auction.
- 7.11 The price quote shall be in Rupees Per Quintal
 - i) The APSCSCL has fixed the percentage (%) of out-turn of Whole Meal Wheat Atta @ 92% on wheat supplied to the Roller Flour Mills. Whole Meal Wheat Atta shall be delivered to the APSCSCL as per specifications prescribed. Remaining 8% of Bran and other contents shall be retained with the Miller.
 - ii) Corporation will undertake transportation of wheat from FCI /CSC Godowns to the Roller Flour Mill Point and deliver the same at the Roller Flour Mill Point.

- iii) Price quote for Whole Meal Atta shall be inclusive of Milling, Packing and Transportation to the MLS Points retaining the byproducts with the miller.
- iv) All costs and charges should be inclusive of all Taxes.
- v) Corporation shall pay only the rates accepted, if any shall be borne by the miller.
- vi) Service Tax if any shall be recovered from the bills of the miller.
- vii) Miller cum Supplier will ensure that the supplies of the Whole Meal Wheat Atta ordered are according to the requirement laid down under FSSAI Act/Weights, Measurement Act/Packing, Commodities Act & Regulations.

7.12 The Bids of all Bidders who have participated in the e-auction shall remain valid for maximum period of 30 days from the date of e-Auction.

7.13 The minimum Bid Tick size is One (1) Rupee per Quintal

7.14 During an auction session, a bidder may modify his bid downwards to a reduced value less than the lowest existing bid. This way bidder can modify the bid till the end of auction schedule. Bids submitted after the closure of auction will be rejected. No cancellation of Bids shall be allowed during an auction session. The lowest valued bid received in e-auction platform will be communicated to APSCSCL by NeML. The Corporation after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by the APSCSCL will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder. APSCSCL reserves the right, without giving any reason, to accept or to reject all or any bid including lower bid.

7.15 The final 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 award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) 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.

7.16 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 occur under such username and password. The Bidder is therefore advised to check the username and the password before the e-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

- 7.17 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.
- 7.18 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 supplier and APSCSCL.
- 7.19. The transaction charges payable by the successful bidder to NeML will be calculated on the Trade Value. The transaction charges of 0.25% plus GST (18%) will be on trade value. The transaction charges are not linked to actual supplied quantity of the commodity and hence once paid to NeML, by the bidder/supplier will not be returned or refunded to the Bidders. No claim or request with regard to return or refund of transactions charges will be entertained by either APSCSCL or by NeML once transaction charges have been collected by NeML.
- 7.20 The quantity decided for Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts will be tentative (based on estimation) for the purpose of calculation of the transaction charges of NeML. Actual quantity may vary based on requirement and AP Civil Supplies Corporation will not be liable for the variation.
- 7.21. The successful bidder upon receipt of communication regarding acceptance of bid by APSCSCL shall arrange to transfer security deposit within 3 (three) working days by way of electronic fund transfer to any of the APSCSCL Account.

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

7.22 All the post auction process including Depositing SD, terms of supply of commodity and payment will be communicated by APSCSCL to the successful bidders.

7.23 The APSCSCL reserves the Right to accept/reject/cancel/any or all the tenders without giving any reasons.

8. SERVICES AND SUPPLIES BY THE MILLERS:

- 8.1 Corporation will undertake transportation of wheat from FCI/CSC godowns to the Roller Flour Mill Point and deliver the same at the Roller Flour Mill Point and the Miller shall take delivery on weighment and record transit losses, if any invariably. He shall acknowledge the stocks in bags and quantity.
- 8.2 Weighment of stocks and unloading of trucks is the responsibility of the Roller Flour Miller and the expenditure, if any, shall be borne by the Miller only.
- 8.3 Miller shall undertake storage of wheat under proper storage godown and keep the stocks separately and maintain the same always in pest free condition. If necessary, he has to undertake prophylactic treatment regularly to keep the stocks free from infestation. In other words, it is the responsibility of the miller to maintain the wheat stock supplied by Corporation in good condition always. Storage godown should be rodent and bird proof.
- 8.4 The Miller is responsible for any damage of wheat stocks, to make good the loss to the Corporation and such losses are recoverable from the miller at double the economic cost fixed by the Corporation from time to time.
- 8.5 Miller shall undertake conversion of wheat supplied by the Corporation into Whole Meal Wheat Atta as per specifications prescribed and detailed in **Annexure-I**
- 8.6 Corporation is at liberty to inspect the stocks of wheat under storage with the miller, the process of conversion of wheat into Whole Meal Wheat Atta and processed Atta at any given time and suggest any

corrective measures to be taken and the miller shall comply with the same within no time.

- 8.7 Miller shall process the Whole Meal Wheat Atta as per specifications and shall undertake analysis of the same during the process and also after the process and ensure / comply with the specifications prescribed.
- 8.8 On analysis if Corporation notices that the Whole Meal Wheat Atta is not conforming to the specifications prescribed, the same will be rejected and shall take back by the miller and the cost of the same is recoverable at double the economic cost or as fixed by the Corporation from time to time and the same shall not be called into question by the miller.
- 8.9 Miller shall undertake packing of Whole Meal Wheat Atta in one Kg. Polythene packs mechanically and automatically during the process itself. In other words, the miller shall have FFS automatic machine (form, fill & seal) with inbuilt printing facility for printing of Sl. No., Batch No., Date of Packing, Date of Expiry and other details. Manual packing is not allowed.
- 8.10 The specifications of One Kg. Polythene packs are detailed in **Annexure- II**. For any deviation of specifications noticed, the cost of packing charges shall be recovered from the Miller.
- 8.11 Laminated printing on polythene packs is required with minimum of 5 colours and the miller shall prepare the design as approved by the Corporation. The necessary expenditure shall be borne by the miller only.
- 8.12 Corporation will approve design and colors to be printed on Polythene packs and it is the responsibility of the Miller to undertake the same at his cost. In addition, the Miller shall also undertake printing of Batch No., Serial No., Date of process and packing, expiry date / use within **3(Three)** months from the date of packing etc. The FSSAI License number should be printed on the pouch.
- 8.13 **Miller shall provide secondary packing also. Secondary packing shall be in New woven sacks (Polypropylene bags) weighing 90-100 gms, with a Capacity to pack 50 packets of one Kg Whole Meal Wheat Atta, for this operation, the miller shall retain the gunnies wherein wheat is supplied by the Corporation.**

- 8.14 Miller shall transport and deliver Whole Meal Wheat Atta to the MLS Points of Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts within the Jurisdiction as per the movement order issued by the concerned District Civil Supplies Manager, of APSCSCL.
- 8.15 The Miller cum Supplier shall convert Wheat into Whole Meal Wheat Atta and it should be conforming to the standard specified under FSSAI 2006 and deliver the same to the Corporation according to the directions given to the bidder by Corporation or authorized officers/representative of the Corporation from time to time.
- 8.16 The Miller cum Supplier shall keep proper record of stock of Wheat supplied by APSCSCL and the Whole Meal Wheat Atta supplied to the MLS Points against thereof and will display daily the stock of Wheat and whole meal wheat Atta available with the Miller at any conspicuous place of business.
- 8.17 The Miller cum Supplier will get insured the Whole Meal Wheat Atta allocated to it by Corporation from reputed Insurance Company at the cost of the Mill to meet the contingencies such as theft/fire etc.
- 8.18 In case the bidder is convicted during the contractual period, the VC & Managing Director, APSCSCL reserves the right to cancel the contract any time.
- 8.19 Miller cum Supplier will ensure that the supplies of the Wheat Atta ordered are according to the requirement laid down under FSSAI Act/Weights& Measurement Act/Packaging & Commodities Act& Regulations.
- 8.20 The successful bidder shall have to supply the ordered quantity of Whole Meal Wheat Atta as per the specifications against the concerned month in a span of **15 days** against the supply order issued by the APSCSCL.
- 8.21 The Corporation reserves the right to award parallel contract without giving any prior notice to the bidder or to terminate this contract at any time by giving 10 days' notice, if the services of the bidder are found un-satisfactory.
- 8.22 The Successful Bidder shall furnish daily report to the APSCSCL on stocks of wheat and supply of Whole Meal Wheat Atta stocks, truck

wise and destination wise quantity delivered in the MLS Points through e-mail or fax.

9. INSURANCE OF STOCKS:

- 9.1 Since Corporation stocks of wheat and converted Whole Meal Wheat Atta will be under the control and custody of the miller till it is delivered to the Corporation, it is the responsibility of the miller to safeguard the stocks against all perils. Therefore, the miller shall cover the stocks in his custody under insurance against all perils like fire, flood, natural calamities, etc. and any unforeseen circumstances.
- 9.2 For any loss or damage to the stocks in his custody, miller is responsible to make good the loss. Such losses are recoverable at double the economic cost of wheat and Whole Meal Wheat Atta as fixed by the Corporation from time to time.

10. VOLUME OF WORK:

- 10.1 Depending on Unit - wise allocation of wheat, the Miller has to undertake conversion of a minimum quantity of 150 MTs. per Day of wheat into Whole Meal Wheat Atta. The Corporation does not guarantee any volume of work any time during the period of Agreement. It depends upon GoI allotment to the State and the Govt. Policy from time to time.
- 10.2 The mere mention of the item of work in the agreement does not itself confer any right on the miller to demand that the work should necessarily or exclusively be entrusted to him. The decision of the Corporation in this regard shall be final and binding on the miller.
- 10.3 The volume of work is not guaranteed. The VC & Managing Director is at liberty to entrust the work order to one or more bidders as per operational convenience. The decision of the Corporation is final and cannot be called into question.
- 10.4 In case of transit losses/damages/theft/any other losses in any, if any, double the economic cost will be recovered from the Miller.

11.PERIOD OF CONTRACT:

- 11.1** The period of contract shall ordinarily be in force for a period of one year from date of entry into Agreement or till the quantity of wheat entrusted by the Corporation is completely converted into Whole Meal Wheat Atta and delivered to the Corporation.
- 11.2** The contract can be extended by the VC & Managing Director at their sole discretion on the same rates, terms and conditions for further period as determined keeping in view of public interest. The action of the VC&MD in extending the contract is final and binding on the miller and shall not be called into question.

12. TERMINATION OF CONTRACT:

- 12.1** The Miller Cum Supplier 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 Black-listed Roller Flour Millers or their Associates.
- 12.2** 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 Miller Cum Supplier and / or forfeit the Security Deposit or any part thereof incurred by the Corporation due to the termination of the Agreement besides black listing of the miller for a period of 3 years in view of the false declaration given by the Miller Cum Supplier whenever comes to notice of the Corporation.
- 12.3** The decision of the V.C. & Managing Director, APSCSCL is final and binding on the Miller Cum Supplier in this regard.
- 12.4** In the event of the Miller Cum Supplier 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 Miller Cum Supplier and to claim from the Miller Cum Supplier any resultant loss sustained or additional costs incurred thereon.

12.5 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 Miller Cum Supplier and the Miller Cum Supplier is liable to make good the additional expenditure cost, etc. and the same shall be recovered from the SD.

12.6 The Miller Cum Supplier 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 Miller Cum Supplier 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 Miller Cum Supplier 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 Miller Cum Supplier is solely responsible for the acts of his employees or workers engaged by him for transport or otherwise.

12.7 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 any part thereof 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 Miller Cum Supplier or to invoke security deposit to recover any dues from the Contractor.

12.8 In the event of suspension of the Miller Cum Supplier due to violation of any clauses in the agreement, all other contracts by the Miller Cum Supplier with the Corporation in any District and for any commodity shall also stand suspended. All payments to the Miller Cum Supplier 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.

12.9 In the event of termination of the Miller Cum Supplier due to violation of the agreement or under any Agreement with the Corporation, all other contracts that the Miller Cum Supplier 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.

12.10 Forfeiting of EMD/Security Deposit and criminal action may be initiated if found at any time of contract period that the successful bidder has colluded or partnered with any blacklisted firm.

13. EXECUTION OF AGREEMENT:

The successful bidder shall execute an agreement for the transportation and conversion of Wheat into Whole meal wheat Atta as per the terms and conditions on a stamp paper of value Rs 500 /- **within 7 (seven) working 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. 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-Reverse Auction or in other manners and the bidders are bound to pay the same on demand.

14. MAINTENANCE OF QUALITY CONTROL:

14.1 Conversion of Wheat into Whole Meal Wheat Atta shall be DRY PROCESS only.

- 14.2** The shelf life of whole meal wheat Atta should be 3 months from the date of manufacturing.
- 14.3** Wheat supplied shall be effectively cleaned and conditioned prior to milling.
- 14.4** Whole Meal Wheat Atta should be produced in the mill premises only.
- 14.5** Storage godowns, milling machinery, milling and packing premises should always be maintained in hygienic condition free from cobwebs, insect infestation, fungus infestation, dirt, etc. and also bird and rodent proof.
- 14.6** Storage godowns, mill premises and machinery conveyors and spouts should be fumigated regularly and prophylactic measures should be undertaken periodically and the same should be maintained always clean and hygienic condition. Certificate to that effect shall be given by Miller.
- 14.7** The miller shall strictly follow hygienic norms as prescribed by the Public Health Authorities.

15. INSPECTION AND VERIFICATION:

- 15.1** The Committee constituted by the VC & Managing Director shall inspect the storage godowns, mill premises, Plant and Machinery, Packing Machines, Weighment Scales, etc. before awarding a milling contract.
- 15.2** The APSCSCL is at its sole discretion shall carry out the sampling of the final product of Whole Meal Wheat Atta at Mill point and all MLS Points in Srikakulam, Vizianagaram, Visakhapatnam and Manyam districts for quality certification by APSCSCL. The stocks not conforming to the Specifications at Annexure-III shall stand summarily rejected and the supplier has to take back the stocks at his own risk and cost.
- 15.3** The APSCSCL will not take any responsibility or otherwise once the stocks are rejected.
- 15.4** If the samples from sealed bags are drawn by the representative of the APSCSCL and the same are not found as per the specification laid down in the annexure-IV in that situation the sale of the

Wheat Atta for the particular consignment shall be stopped immediately and consequently the approved bidder will be directed to replace such stocks within a weeks' time failing which the APSCSCL has the right to confiscate the stocks and payment will be stopped and performance Security deposit will be forfeited & in addition a penalty equal to 20% value of the consignment of the Special Whole Meal Wheat Atta which has not been found as per the standards laid down in the FSSAI/Weight & Measurement Act shall be deducted from the running/balance payment of the miller cum supplier.

15.5 The cost of testing of the rejected samples/ re-testing cost of Whole Meal Wheat Atta shall be borne by the miller from the running/balance payment of the miller cum supplier.

15.6 The Corporation is at its sole discretion shall carry out inspections from time to time by the designated Officers of the Corporation in regard to maintenance, storage, quality of stocks of wheat and Whole Meal Wheat Atta, weightment Scales, Packing, etc. and the miller shall allow Corporation officials to carry out their inspections regularly without any restrictions.

16. DELIVERY OF WHOLE MEAL WHEAT ATTA:

16.1 Millers shall undertake transportation of Whole Meal Wheat Atta and deliver the same at the MLS Points in allotted Districts. Corporation shall not pay any transport charges and the same shall be borne by the miller only.

16.2 Vehicles carrying the Whole Meal Wheat Atta shall have the banner as specified below:

On PDS Ration Duty

Date: _____ Government of Andhra Pradesh	
Dept. of Civil Supplies/APSCSCL	: _____ District
From _____	To _____
Commodity	:
Contractor's Driver Name& Contact Mobile Number	:

16.3 It should be displayed on a Board / Banner of about 3' x 2' size written / printed in black ink as far as possible in the local language. Trucks / Vehicles which do not possess banners containing the above information shall not be loaded at all. Any expenditure in this regard shall be borne by the Milling Contractor only.

17. OTHER CONDITIONS:

- 17.1** The Miller-cum-Supplier shall supply Whole Meal Wheat Atta as per the quality/specifications as prescribed in this Reverse Auction in 1 Kg packed form in New PP bag.
- 17.2** Whole Meal Wheat Atta should be delivered/ supplied by the Miller-cum-Supplier as per the Indents placed from time to time by APSCSCL.
- 17.3** The Miller-cum-Supplier should have the cleaning equipment's at pre-milling stage, adequate space to store Whole Meal Wheat Atta in scientific manner, adequate infrastructure for conversion of Wheat into Whole Meal Wheat Atta & 1 Kg packing and for transportation.
- 17.4** Wheat should be prepared in premises maintained in hygienic conditions that shall be opened for inspection at any time by a Competent Authority authorized by the VC & Managing Director, APSCSCL or any statutory authority empowered to do so.
- 17.5** Based on performance, the Corporation reserves the right for continuation of scheme as proposed or to cancel the scheme, subject to the policy of State or revision of the policy by Govt. of A P, etc. or any other factor arising in future. In such an event whatever the left-over Wheat stocks retained with the miller without conversion should be handed over/delivered to the Corporation in good condition.
- 17.6** If the Government scheme is closed or partly revised or modified, due to fortuitous decision of State/Central Government or any amendment and the proceedings of transportation is stopped or revised or modified by the Corporation then the contract will automatically come to an end or partly continues for which the miller cum supplier is

not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

17.7 It is the responsibility of the miller to maintain the stocks of Wheat supplied by the Corporation always in pest free condition and the Corporation is empowered to undertake quality control check during the storage of Wheat by the Miller cum Supplier during the period of contract.

17.8 It is the responsibility of the Miller in regard to quantity and quality of Wheat under storage. Therefore, it is the responsibility of the miller to cover the stocks under appropriate Insurance Policy at his cost.

18. LETTER OF ACCEPTANCE (LOA):

18.1 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.

18.2 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.

18.3 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.

19. DELIVERY OF WHEAT ATTA AT M.L.S. POINTS OF THE DISTRICTS WITHIN THE JURISDICTION:

19.1 Whole Meal Wheat Atta shall be supplied as per the indents placed by the concerned District Civil Supplies Managers of the concerned from time to time. The concerned Nodal District Civil Supplies Manager will be authorized to deal with the miller/s regarding the operational aspects of the movement. All the claims of the millers will be settled by the District Civil Supplies Manager of concerned **Nodal District** on submission of the bills in triplicate accompanied

by proper consignee receipts from **M.L.S. Point In- charges** concerned.

- 19.2** The entire ordered quantity of whole meal wheat Atta against the issue of wheat should be supplied within the stipulated time. No extension of time will be granted for supply of whole meal wheat Atta beyond the specified period.
- 19.3** Supply of stocks less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides penalty, procurement of wheat Atta at his risk and cost, black listing of the Miller.
- 19.4** Payment of interest on late payment of bills etc., will not be acceptable to APSCSCL.
- 19.5** Under weighment and shortages of supplied quantities if noticed by the concerned districts, to be replaced by the supplier at his own cost.

20. QUALITY CONTROL CONDITIONS

- 20.1** The Miller/s has/have to conduct required quality checks at various stages of processing as suggested by Central Food Technological Research Institute. An inspection of **Whole Meal Wheat Atta** shall be carried out before acceptance by the officials /authorized quality control officials APSCSCL/Third Party appointed by APSCSCL at the mill point before lifting.
- 20.2** Random samples of **Whole Meal Wheat Atta** shall be collected at Mill points by Technical staff of APSCSCL and sent to Government lab / State Food Laboratories for analysis. Only after verification of the quality and quantity, stocks will be accepted. The stocks not conforming to the above specifications will stand summarily rejected.
- 20.3** The **Whole Meal Wheat Atta** shall be prepared in premises maintained in hygienic conditions that shall be open to inspection at any time by a competent authority authorized by the VC& Managing Director, APSCSCL, or any statutory authority empowered to do so.
- 20.4** In addition, the milling machinery (other than machinery used for cleaning of wheat) shall be maintained free of insect infestation by employment of manual cleaning. All parts of machines with the associated conveyers and spouting shall be kept free from insect infestation. This manual cleaning shall be supplemented at regular intervals by the employment of special disinfestations and cleaning

measures prescribed by the Corporation authorized technical experts from time to time. The Miller shall undertake all quality control measures to maintain the quality of PDS wheat supplied by the Corporation in pest free condition.

- 20.5** A.P. State Civil Supplies Corporation Limited reserves the right to reject either entire stock or part of the quantity of stock supplied at its discretion, if the quality is not in accordance with the sample and specifications.
- 20.6** In case of any deviations reported against prescribed tender specifications would entitle forfeiture of Security Deposit besides Black-listing the supplier, initiating criminal action against the supplier for supplying unsafe, insect infested and sub-standard, etc.
- 20.7** At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality check by the quality control cell of the APSCSCL at the unloading godowns. Samples will be drawn as per the usual procedure of the APSCSCL in the presence of suppliers or their authorized representative. One sealed sample so drawn will also be given to the suppliers. In the event of supply of stocks not conforming to specifications as indicated in the Annexure-I & II such stocks are liable for rejection. The samples so drawn will be sent to the accredited laboratory for quality analysis. Quality Certificate for the refractions thereon will be issued by the Quality Control authorities concerned. The decision of the APSCSCL, with reference to the quality certification at the unloading points/Laboratory will be final and should not be disputed.
- 20.8** Truck wise samples from source point like MLS Points, Mill premises and FP Shop Dealers are drawn by 3rd party for independent analysis in an accredited laboratory. These reports will be submitted to the Corporate Head Office/District Office on monthly basis.
- 20.9** A copy of the analysis report will be given to the suppliers or their authorized representatives and acknowledgements obtained. The APSCSCL, also reserves the right to undertake Quality Check through Independent and Reputed Analytical Laboratories, if found necessary at the cost of the successful Bidder whose stocks are under dispute.
- 20.10** In case the stocks supplied are found to be deteriorated in quality before the expiry date, at the MLS Points / FP Shops, such stocks need to be replaced with good quality stocks at the supplier's cost,

irrespective of contract period, which shall be binding on the suppliers and cannot be questioned.

20.11 Appeal against the Quality certificates can be preferred with the Manager (PDS) Head office, APSCSCL, Vijayawada within 15 days from the date of receipt of the Quality Certificates by remitting a sum of Rs.1000/- towards reanalysis charges. If no appeal is made within the stipulated period for reanalysis, it will be construed that they have no dispute over the percentage of refractions indicated therein.

21. TERMS OF PAYMENT:

21.1 After satisfactory supply of the Reverse Auctioned items by the Successful Bidder within the stipulated time, Payment will be released by the APSCSCL to the suppliers upon submission of bills with relevant documents to the APSCSCL. As per the procedure stipulated the amount will be transferred to respective account of the suppliers by electronic fund transfer. Advance amount shall not be released to the supplier in middle of supplies to the supplies made during the contract period.

21.2 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 Whole Meal Wheat Atta in bag is 50 Kg.

21.3 The supplier shall submit the following documents giving delivery of the consignment to the respective MLS points of the Corporation.

- a) Commercial Invoice
- b) 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.
- c) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)

21.4 The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation. The following documents should be submitted at the Corporation for processing of payment:

- ❖ MLS Point wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity)
- ❖ Invoices.

- ❖ Quality Test report
- ❖ Any other relevant

22. **PENALTY:**

- 22.1. Truck-wise samples in duplicate be drawn and one sample to be shared to Head Office lab and another sample retained at DCSMO for future reference. In case, the referred sample is found to contain any exceeding permissible limits/ non-conformity of the given specifications, a penalty of 4% on the value of inferior quality stock supplied may be imposed.
- 22.2. Any tampering with the quality of Whole Meal Wheat Atta as taken delivery by the Miller Cum Supplier, during transit, the Corporation shall have absolute right to terminate the Agreement forthwith and forfeiture of the Security Deposit. The value of such loss shall be recovered from the Miller Cum Supplier at double the economic cost.
- 22.3. In the event of default or delay in supply or not adhering to the delivery schedule, A.P. State Civil Supplies Corporation Limited reserves its right to purchase the required stocks in open market for distribution and recover the excess cost incurred from the bidder, besides imposing penalty @ **Rs.25/- (Rupees Twenty Five only) per MT per day** on the unlifted quantity for the delayed period without giving any notice

23. **CANCELLATION OF AGREEMENT:**

- 23.1. The supplier, 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.
- 23.2. 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 supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

24. FORCE MAJEURE:

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

25. OBSERVANCE OF LAW :

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

26. COMPLIANCE WITH DIRECTIONS :

The supplier 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.

27. 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.

28. DISPUTE RESOLUTION/ ARBITRATION:

28.1 In case of any disputes relating to Supplier including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSC LTD.,

28.2 In case, if disputes are not resolved according to the Clause no.28.1, then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.

28.3 In case of any disputes still not resolved and which are relating to supply of Sugar including the interpretation of any of the Clause/Clauses of this Supplier, 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 Vijayawada and the decision of the arbitrator shall be final and binding on both parties to the arbitration.

28.4 The Supplier 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.

28.5 On receipt of a demand from the Supplier 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 agreement shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.

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

29. MISCELLANEOUS :**29.1. 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.

29.2 Assignment:

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

29.3 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.

29.4 Severability:

If any term, covenant or condition of this RFP 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 RFP, 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 RFP shall be valid and enforceable to the complete extent permitted by law.

29.5 Successors and Assigns:

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

29.6 Waiver:

No waiver of any term, provision or condition of this RFP 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.

29.7. INDEMNITY:

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

29.8 CORRUPT PRACTICES:-

Any bribe, Commission, advantages offered or promised by or on behalf of the Supplier to any officer/ employee/ servant of the APSCSC Ltd. then such suppliers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the supplier 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 supplier will be blacklisted for a minimum period of 3 years.

30. NCDEX E-MARKETS LTD DISCLAIMER:

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

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

31. JURISDICTION :

All Civil suits arising under this agreement should be subject to the

gross negligence and willful default while conducting e-auctions and services undertaken by NeML as prescribed herein above. Both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between buyer and seller.

31. 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.

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 25 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal:

Sd/-
VC & MANAGING DIRECTOR

32. ANNEXURE - I

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LTD.

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

QUALITY SPECIFICATIONS OF WHOLE MEAL WHEAT ATTA

Wheat Atta should conform to the provisions of the FSS Act and Rules/Regulations. Atta or resultant Atta means the coarse product obtained by milling or grinding clean wheat free from pest, rodent hair and excreta. Whole Meal Wheat Atta shall have a characteristic taste and smell and be fit in all respects for human consumption. It shall conform to the following standards.

1. Moisture : Not more than 14% (when determined by heating at 130-133 Degree Centigrade for 2 hours)
 2. Total Ash (on dry weight basis) : Not more than 2%
 3. Ash insoluble in dilute HCL (on dry weight basis) : Not more than 0.15%
 4. Gluten (on dry weight basis) : Not Less than 6%
 5. Alcoholic Acidity (with 90% alcohol) : Not more than 0.18%
Expressed as H₂SO₄
(on dry weight basis)
 6. It shall be free from rodent hair and excreta.
 7. Shall be free from grittiness, insect infestation, fungus infection and other impurities.
- Only good quality of whole meal wheat Atta under the FSSAI, 2006 Rules & Regulations strictly conforming to the specifications as detailed above will be accepted.
 - Stocks not conforming to specifications shall stand summarily rejected and it is the responsibility of the supplier to take back the rejected stocks within no time immediately and replace them with stocks of required quality specification at his own risk and cost.

33. ANNEXURE - II

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LTD.

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

SPECIFICATIONS OF ONE KG. POLYTHENE PACKS, **DESIGN, PRINTING, ETC.**

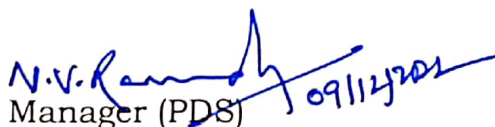
1. Size of one Kg. Polythene Pack shall be 41x29 cms. having a weight of 9-10 gms.
2. Thickness guage shall be 12 pet + 60 opaque poly pet quality.
3. Polythene shall be of Opaque quality only.
4. Pouch shall be of Centre Sealing and shall withstand bursting test.
5. Laminated printing of design as approved by APSCSCL.
6. Details of Batch No., Date of Packing, best before 3 months from date of Mfg. shall be prominently displayed.
7. Net Weight of the pack should be 1Kg.
8. Stocks should be delivered in New Polypropylene bags with a capacity to pack 50 packets of 1 Kg Whole Meal Wheat Atta should be of high quality as per the standards conforming to FSSAI. The License Number should be mentioned on the 1 Kg packet.
9. All information as per standards of Weights & Measures Act 1936 & the Standards of Weights and Measures (Packaged commodities) Rules, 1937 and Food Safety & Standards Act, 2006 and Regulations there under. The bidder shall mention on each Polypropylene bag of Whole Meal Wheat Atta supplied, name and full address of Mill, name of the commodity besides the following.
 - ❖ Date and month & year of packing
 - ❖ Under Public Distributed System for Andhra Pradesh
10. The material used for packaging of Wheat Atta in new Polypropylene Bag should be of high quality as per the standards conforming to FSSAI
11. Sample of Pack after laminated printing design with reference to size and thickness guage shall be as approved by the APSCSCL.

Note: - The APSCSCL is at liberty to modify the above specifications, If, any depending on necessity before approval of polythene pack.

Sd/-

VC & MANAGING DIRECTOR

//f.b.o//


Manager (PDS)

②/1/
09/12/22