



AP State Civil Supplies Corporation Ltd.

(A STATE GOVERNMENT UNDERTAKING)

HEAD OFFICE: Sri Sai Towers, Door No.10-152/1, 4th& 5th Floor, Ashok Nagar,
Beside Siris Company, Bandaru Road, Kanuru, Vijayawada – 520 007

REQUEST FOR PROPOSAL (RFP)

**Empanelment and Appointment of Supplier for supply of
3600 Bio Metric Devices supporting (Windows, Linux
& android) through NCDEX e Markets Limited (NeML)
auction platform for utilization at PPCs at RBKs in
Andhra Pradesh**

Web site: www.apscscl.in

TENDER DETAILS

S. No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.,
2	District	All the districts in Andhra Pradesh
3	Tender Subject	Empanelment and Appointment of agency for supply of Bio Metric Devices supporting (Windows, Linux & android) for utilization at PPC's at RBK's In Andhra Pradesh through NCDEX e Markets Limited (NeML) auction platform.
4	Form of Contract	Price Quoted
5	Tender Type	e - Reverse auction
6	EMD amount	2.295% on Price Discovered Value
7	EMD – Mode of Payment	The registered participant need to deposit EMD in to their NeML Escrow account to participate in the e auctions by way of RTGS/NEFT Transfer
9	Bid validity	30 days from the date of e-reverse auction
10	Transaction Fee (Non-Refundable)	The transaction charges payable by the successful bidder to NeML will be calculated on the Price Discovered value on e-Auction. The transaction charges of 0.25% plus GST (18%) will be on estimated contract value and will be adjusted from EMD amount (2.295%)
11	Bid Document Download start date	03.08.2023 Onwards
12	Last Date and Time for receipt of Technical Documents	17-08-2023 upto 05:00 PM
13	e- reverse auction date	19-08-2023
14	Tender Inviting Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD
15	Address	Head Office:10-152/L, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Viiayawada - 520007
16	E-Mail ID e-mail ID:	proc-apscsc@ap.gov.in
17	General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail: proc-apscsc@ap.gov.in
18	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
19	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
20	Contact Details/ Telephone, E-Mail ID	Manager (Procurement) Mobile No : 7702003520 , e-mail ID : proc-apscsc@ap.gov.in / askus@neml.in , 9962059599 , 9912355797 .

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Empanelment and Appointment of Supplier for supply of 3600 Bio Metric Devices supporting (Windows, Linux & android) through NCDEX e Markets Limited (NeML) auction platform for utilization at PPCs at RBKs in Andhra Pradesh

The APSCSCL has invited applications from the eligible Manufacturers/Vendors All over India for enrolment as registered Vendor for supply of Bio Metric Devices supporting (Windows, Linux & android) through participation in the e-reverse auction conducted through NCDEX e-Markets Limited (NeML) Portal on behalf of Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL). The procedure for enrolment, registration and terms and conditions of supply under the e-auction mode for supply of Bio Metric Devices (Finger print detection, Tab / Mobile Supported) is detailed in the RFP.

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

1. SCOPE.

This tender is for appointment of suppliers/vendors for supply of 3600 (Approx.) of Bio-Metric Devices to all the District Offices of APSCSCL for utilization at PPCs at RBKs in Andhra Pradesh.

2. SPECIFICATIONS:

1	Single Finger Print Scanner Make & Model	Specify
2	Image Resolution	Minimum 500 DPI or Higher
3	Single Finger Print Scanner	STQC Certified & RD Service
4	Supported Standards	FAP20
5	Water - Resistance /Dust-Resistance	IP 65 rated & Scatrch proof
6	Operating System Environment	Device support Windows 7,8,10, 11, Linux and Android
7	Interface	Standard USB or micro USB or c type compliant cable as per the required.
		Device should be compatible with the Department's application and with the AADHAR.
		The supplier should provide a demo with a sample piece as part of the technical evaluation

8	Manufacturer Authorization form (MAF)	OEM should provide tender specific MAF to SI/Participating partner
9	warranty & AMC	3 Years

3. ELIGIBILITY & DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.:

- i. The Manufacturers / Vendors should have proper valid license by the concerned authority for supply of Bio Metric Devices supporting (Windows, Linux & android) copy of which shall be furnished.
- ii. Attested copy of audited balance Sheet and profit & loss account for Last three Financial years duly certified by Chartered Accountant.
- iii. Applicants shall submit attested copy of the Income Tax returns of last three Financial years with a copy of a PAN card attested by authorized signatory.
- iv. The annual turnover should not be less than 50 Lakhs for the last 3 financial years.
- v. Attested copy of Certificate of registration under GST (Goods and Service Tax) applicable.
- vi. A Notarized affidavit (Annexure-III) by the authorized person, on Rs 100 non judicial stamp paper duly affirming

No past or present criminal record, having unblemished past record and was not declared blacklisted or ineligible to participate for bidding as on date of submission of the bid by any State/Central Govt. or PSU due to, breach of general or specific instructions, corrupt /fraudulent, non- performance of contractual obligation. or any other unethical business practices.

- vii. In case of partnership firm, company or Co-operative or Corporate, the manufacturer/ vendor, should furnish a copy of the registered partnership deed or byelaw or Memorandum & Articles of Association as the case may be.
- viii. In case of partnership firms, the share holding pattern should be duly certified by the Chartered Accountant.
- ix. In case of Cooperative/corporate body/company, certified copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.
- x. The Bio Metric Device manufacturer/ vendor 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.
- xi. The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID proof should be submitted along with the application.

- xii. The address proof in respect of the firm/Company shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- xiii. Bank account details of tenderer along with IFSC code, Branch details, address shall be furnished in the letter head of the firm or certified by the concerned banker.
- xiv. The application form mentioned in Annexure-II shall be filled, signed and submitted.
- xv. 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.
- xvi. Bidders have to deposit the registration fee of Rs 5900 (Rs 5000+18%GST) along with their bid documents. The registration fee can be directly transferred to the NeML bank account given below.

NeML Bank Account Details				
Bank Name	Bank A/c Name	Account No.	IFSC Code	Branch
HDFC Bank Ltd	NCDEX e-Markets Ltd.	00990690013050	HDFC0000060	Fort, Mumbai
Axis Bank Ltd	NCDEX e-Markets Ltd.	004010202176820	UTIB0000004	Fort, Mumbai
State Bank of India	NCDEX e-Markets Ltd.	30760958792	SBIN0011777	Fort, Mumbai

- vii. The interested bidders may also visit web site www.apscscl.in and www.neml.in and for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers (022) 48810500 or Email: askus@neml.in

4. EVALUATION OF APPLICATION:

- i. The applications received to NeML before the last date of bid submission only will be evaluated. However, APSCSCL has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website apscscl.in as well as NeML.
- ii. The NeML evaluates the technical documents submitted. The tenderers submitting valid documentary evidences in compliance of the eligibility criteria's/conditions shall only be considered for Technical qualification.
- iii. Only such bidders who comply with the technical qualifications, shall be allowed to participate in the e-reverse auction to be conducted on www.market.neml.in

- iv. The registered tenderers shall not be intimated individually on being technically qualified and their participation in e-auction they are free to contact through this mail ID askus@nemi.in only.
- v. The completed technical & relevant documents shall reach NeML before 5.00 pm on 17-08-2023.

5. INSTRUCTIONS FOR SUBMITTING TENDER:

- i. The completed applications along with relevant documents and payment of fee particulars / registration charges shall be submitted on or before the last date at the following mail ID: askus@nemi.in or to the following address

To

**The Membership Department (022) 48810500 Akruiti Corporate Park,
1st Floor, Near G.E Garden,
L.B.S Marg, Kanjurmarg (West), Mumbai - 400078.**

- ii. The APSCSCL has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website www.nemi.in/www.apscscl.in
- iii. The applicants who fulfil the eligibility criteria will be enrolled as registered participant and will be issued with registration number / user ID and password by NeML.. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always maintain the confidentiality and shall never disclose the password to anyone to protect the secrecy in their own interest.
- iv. All registered participants are eligible to participate on electronic bidding system (e- auction) conducted by NeML as and when scheduled. The electronic reverse auction platform will scrutinize the financial bids and selected bidder will be declared based on the lowest rate offered to APSCSCL subject to terms and conditions detailed in this document.
- v. APSCSCL reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability. APSCSCL'S decision shall be final.
- vi. The e- Auction is scheduled on 19-08-2023, any changes in the schedule of e-Auction, date and timings will be published on the website www.nemi.in/ www.apscscl.in
- vii. All registered bidders are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this RFP and APSCSCL reserves the right to carry out any subsequent amendments to certain clauses of the RFP if any, prior to scheduling e-Auctions.

6. SCHEDULING OF e-AUCTIONS:

- i. 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.
- ii. The registered members with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- iii. 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.
- iv. 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.
- v. Alternatively, the registered bidders may contact the Customer Service Group on phone numbers (022) 48810500 of NeML for information on schedule of e-Auction.
- vi. 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.
- vii. 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
- viii. The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Escrow Account provided by NeML.
- ix. Only the EMD (Ernest Money Deposit) of the successful bidder would be blocked by NeML.
- x. EMD (Ernest Money Deposit) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CS Tracker Module latest by one day from the day of close of E-Auction.
- xi. 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.

- xii. The bidders shall place their bids online on NeML <https://market.neml.in> the online auction system made available by NeML as per the terms and conditions of the e-Auction.
- xiii. Reverse Auction will be conducted for Tentative Quantity.
- xiv. The price quoted shall be:
 - a. Inclusive of all incidental expenditure, custom duty and GST payable.
 - b. Inclusive of cost of packing, transportation charges in delivering to the respective districts, assaying charges, transaction charges, insurance, etc till the delivery location of districts concerned of the Corporation in A.P.
- xv. The price quote shall be in Rupees Per Unit only.
- xvi. The minimum Bid Tick size is Rs.1/- (One) Rupee per unit.
- xvii. The bids of all bidders who have participated in the e-Tender must remain valid for period of 30 days from the date of e-Auction.
- xviii. 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.
- xix. The results of the e-Tender as approved by APSCSCL are binding on all bidders.
- xx. The successful Tenderer will be intimated the acceptance of his tender by a letter/email by A P State Civil Supplies Corporation Limited.
- xxi. The V.C. & Managing Director, AP State Civil Supplies Corporation Limited reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the V.C. & Managing Director in this regard is final and binding on the tenderers.
- xxii. Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful

tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Tenders for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.

- xxiii. 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.
- xxiv. 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.
- xxv. 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.
- xxvi. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- xxvii. 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.
- xxviii. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to compliance mistake(s) on the part of the service provider.
- xxix. All the post auction process including Depositing SD, terms of supply of Bio Metric Devices and payment will be communicated by APSCSCL to the successful bidders.
- xxx. The APSCSCL reserves the Right to accept/reject/cancel/any or all the tenders without giving any reasons.

- xxxi. 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.
- xxxii. Entire fee charged on prospective bidders for bid submission and participation by APSCSCL is non-refundable.

7. EARNEST MONEY (EMD):

- i. Each registered Manufacturer / Vendor need to deposit 2.295 % on the Price Discovered 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.
- ii. 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.
- iii. The Earnest Money Deposit remitted will not carry any interest.
- iv. The transaction charges payable by the successful bidder to NeML will be calculated on the Price discovered value. The transaction charges of 0.25% plus GST (18%) will be on Price discovered value and will be adjusted from EMD amount (2.295%). The transaction charges are not linked to actual supplied quantity/Number of the Bio Metric Devices 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.
- v. Out of 2.295% of EMD amount, 2% of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e,0.295% of NeML.
- vi. The 2% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit.

8. SECURITY DEPOSIT:

- i. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount

equivalent to 8% (Eight percent) of the value of the order, after adjusting the EMD already paid, within 3 (Three) 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 APSCCL	37270582042	SBIN0016857	MG Road, Vijayawada

- ii. The EMD (2%) 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 only after successful completion of the contract.
- iii. In the event of the Tenderer'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 supplier.
- iv. Any losses or damages arising out of and incurred by the Corporation by such conduct of the tenderer will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the Corporation for a period of three years.
- v. The security deposit will be returned to the supplier on due satisfactory performance of the contract and on completion of all obligations by the supplier 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 supplier.
- vi. No interest shall be given on the security deposit to the supplier.

9. EXECUTION OF AGREEMENT:

The successful tenderer shall execute an agreement on Rs. 100 /- 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. 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.

10. ORDER FOR SUPPLIES:

- i. The Successful suppliers who qualify in e-auction 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 to designated delivery Points spread across the concerned district in AP.
- 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.
- 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 3 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 three 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. In case of non-supply of Bio Metric Devices 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.
- x. **Warranty:** The Bidder provides comprehensive onsite warranty for a period of 3 years from the date of installation and commissioning and acceptance of equipment by APSCSCL. The Bidder shall be fully responsible for the Supplier's warranty for all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship, or any act or omission of the Supplier / Bidder or any defect that may develop under normal use of supplied equipment during the warranty period.

xi. **TERMS AND CONDITIONS OF DELIVERY:**

- The successful bidder shall have to supply the ordered quantity of Bio Metric Devices as per the specifications prescribed within 20 days days against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the APSCSCL Head Office, Vijayawada.
- Corporation may, if need, undertake pre dispatch inspection of Bio Metric Devices by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.
- 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.
- If necessary, depending upon the requirement, the supplier 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.

11. 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 by following the due procedure. Advance amount shall not be released to the supplier during the contract period.
- ii. The supplier shall submit the following documents at the time of giving delivery of the consignment to the respective Delivery points of the Corporation.
 - a. Tax Invoice.
 - b. Delivery Challan
- iii. 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:
 - i. Tax Invoice.
 - ii. Delivery Challan.
 - iii. Acknowledgements obtained from Districts.

- iv. Confirmation Certificate that supplied devices are in good working condition issued by District Civil Supplies Managers.
- iv. Failure to submit any of these mandatory documents shall delay release of payments until production of the same.

12. PENALTY ON DEFAULT/EXTENSION OF TIME:

- i. Penalty for the late deliveries will be imposed as per the discretion of the VC & Managing Director.
- ii. In the event of failure by the tenderer (s) at any stage of the execution process of contract, the EMD and Security will be forfeited and Corporation may also proceed with blacklisting of the firm.
- iii. In the event of termination of the supplier due to violation of the agreement or under any Agreement with the Corporation, all other contracts if any, that the supplier has with the Corporation in any District and for any goods shall also stand terminated. All securities under all Agreements will stand forfeited. The decision of the V.C. & Managing Director in this regard is final and cannot be called into question. No correspondence in this regard will be entertained.
- iv. In the exceptional circumstances and if it is sufficiently proved that the delay in supply of goods due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the VC & MD, APSCSCL, Vijayawada.
- v. Once extension of time is granted by APSCSCL and supplier executes remaining supplies, no claim shall lie against APSCSCL on the ground of extension of contract period.

13. CANCELLATION OF SUPPLY ORDER:

- i. The successful tenderer, if breaches any condition or clause of the terms and conditions of this tender, the Corporation is entitled to cancel the order and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the supply order.
- ii. In case supplier/successful tenderer is suspended due to violation of terms and conditions of this tender under any contract with the Corporation, all other contracts of the said Successful Tenderer with the Corporation, if any, will also be suspended.
- iii. If the Government scheme under which present supply is taking place, is closed or partly revised or modified, due to a change in policy of State/Central Government, or any amendment made

causing stoppage of supplies or a revision or modification by the Corporation, then the Supply Order will automatically come to an end or partly continues for which Supplier shall not be entitled to any damages, raise a dispute, demand or receive any type of loss or make out a claim against APSCSCL.

- iv. The Corporation may, without prejudice to any other remedy for breach of terms & condition of tender, by written notice of default sent to the tenderer reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings:
- v. The Successful tenderer unable to supply the offered quantity of the Units within prescribed time limit mentioned by APSCSCL (or) If the Successful tenderer fails to promptly correct the defect in the supplied goods in the time limit given by APSCSCL (or)
- vi. If the Successful tenderer fails to perform any other obligation(s) under the Tender (or)
- vii. The Corporation or the Tenderer goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- viii. Notwithstanding the above, the Corporation may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.
- ix. If the Supply order is terminated the Tenderer shall stop supply immediately.
- x. In the event of termination of Supply order by the Corporation on account of breach of any terms and conditions of the contract by the Tenderer, the entire Security Deposit given by the Tenderer will stand forfeited.

14. 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.

15. 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.

16. 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.

17. 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.

18. DISPUTE RESOLUTION:

ARBITRATION:

- i. 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, APSCSCL LTD.,
- ii. In case, if disputes are not resolved according to the Clause no.18.1, then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to supply of Bio Metric Devices 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.
- iv. 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.

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

19. MISCELLANEOUS:

- i. **Amendment:** This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.
- ii. **Assignment:** Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.
- iii. **Counterparts:** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when originally signed by both of the Parties.
- iv. **Entire Agreement:** This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, understandings, representations, or warranties between the Parties other than those set forth or referred to in this agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties.
- v. **Independent Relationship:** This Agreement does not constitute a Party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this Agreement or any later agreement.
- vi. **Notice:** Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon actual

delivery, if delivery is in person, (ii) upon receipt if delivery is by telecopier, or (iii) on the third business day following delivery to any internationally recognized overnight delivery service, or (iv) seven (7) days after it is deposited in the India postal services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective Parties at the address first indicated herein.

- vii. **Severability:** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to those persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.
- viii. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- ix. **Waiver:** No waiver of any term, provision or condition of this Agreement shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement, unless specifically so stated in such written waiver.

20. 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.

21. CORRUPT PRACTICES:

- i. 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.

- 22. **SUBLETTING:** The supplier shall not sub-let or sub-contract or transfer the whole or part of its obligations under this agreement or assign any of

the benefits under this agreement to any other person, firm or company. Whenever it comes to the notice of the Corporation that the Supplier who entered into agreement is only a 'Name lender' and doing the work on behalf of other persons, the agreement is liable for cancellation and termination apart from recovery of damages, forfeiting the Security Deposit, withholding/stoppage of payments from the Corporation apart from blacklisting of Supplier and his/her/their authorized representatives. The action of the Corporation in this regard is final and binding on the supplier and it cannot be called into question.

23. NCDEX e-MARKETS LTD DISCLAIMER:

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

24. JURISDICTION:

All claims, disputes, or legal proceedings, arising under this

agreement should be subject to the jurisdiction of the Courts where Head Office of APSCSCL is situated.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 23 of the above Tender document.

Signature of the applicant

Date:

Name:

Seal:

Place:

**Sd/-
VC & MANAGING DIRECTOR**

ANNEXURE – I

TENTIVE QUANTITIES TO BE SUPPLIED DISTRICT WISE

S.No	District	Total Requirement
1	Srikakulam	383
2	West Godavari	352
3	Eluru	328
4	Kakinada	308
5	East Godavari	286
6	Vizianagaram	281
7	Krishna	339
8	manyam	218
9	Konaseema	198
10	Bapatla	176
11	Tirupathi	149
12	NTR	127
13	Anakapalli	88
14	ASR	73
15	Guntur	70
16	Prakasam	70
17	palnadu	55
18	Nellore	28
19	Kadapa	22
20	Nandyala	18
21	Annamayya	17
22	Ananthapur	9
23	Kurnool	6
24	Visakapatnam	3
Total		3600

AUCTION SCHEDULE

Auction Schedule for Purchase of Bio Metric Devices , auction 18.08.2023						
S.no	Date Of Auction	Device	Quantity	Auction Start Time	Auction End Time	Extension
1	19.08.2023	Bio Metric Devices	3600	12:00 PM	12:30 PM	3 Extension of 5Min Each

ANNEXURE-II
APPLICATION FORM FOR REGISTRATION

Sl. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant/Organization	
2	Constitution	Individual
		Sole Proprietorship
		Partnership Firm/LLP
		Corporate Entity
		Co-operative Society
		Govt. Company / Govt. Organization
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 :	Single Commodity
		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	

Sl. No.	Details Required (Mandatory)	Particulars
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	Individual
		Proprietor
		Managing Partner
		Managing Director
		Chief Executive Officer
		Chairman/Secretary
		Others Please Specify

Sl. No.	Details Required (Mandatory)	Particulars
11 a.	Name of Authorized Person	
11 b.	PAN Number of Authorized Person	
11 c.	Address of Authorized Person	
11 d.	Email Id of Authorized Person	

i. DECLARATION

I/We here by state that the above-mentioned particulars and supporting documents here to are true, correct and complete to the best of my/our knowledge and information and Further

I/We state that I/We agree and accept to abide by the General Terms and Conditions of NeML as amended from time to time and also agree and accept to abide by the terms and conditions subject to which any commodity has been offered for trading on NeML platform including any communication, notifications, instructions or guidelines issued by NeML from time to time.

ii. AADHAR CONSENT

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options for establishing identity with officially valid documents other than Aadhaar .I confirm that all alternative options were given to me by NeML and agree and consent that NeML may store and share my Aadhaar number, demographic details, registered mobile number & identity information to its associates and third party entities, for establishing my identity & carrying out verification, if required, for rendering various facilities & services of/ through NeML in accordance with the applicable law.

Sign and Stamp: Name :

Designation :

Place and Date :

Affix Passportsize photograph of the Signatory
--

ANNEXURE-III

A F F I D A V I T

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,
having unblemished past record and was not declared blacklisted or ineligible to
participate for bidding as on date of submission of the bid by any State/Central Govt.
or PSU due to, breach of general or specific instructions, corrupt /fraudulent , non-
performance of contractual obligation. or any other unethical business practices.

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 thisday _____ month 2023. Hence attested.

NOTARY

Place:

Date