



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

REQUEST FOR PROPOSAL

Empanelment of Agency for Packing of Fine Rice in 25 kg Bags & Fortified Rice in 3 Kg Packets at APSCSCL Packing Unit locations in the Parvathipuram District of Andhra Pradesh for a period of Six months i.e. up to 31.03.2026 through NCDEX e-Markets Limited auction Platform.

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

Empanelment of Agency for Packing of Fine Rice in 25 kg Bags and Fortified Rice in 3 Kg packets at APSCSCL Packing Unit locations in (26) districts of Andhra Pradesh through NCDEX e-Markets Limited auction Platform.

Tender details:

Name of Buyer / Tender Inviting authority	A P State Civil Supplies Corporation Limited (APSCSCL)
Commodity to be supplied / Service to be Given	Packing of Fine Quality Rice in 25 Kg PP Bags & 3 kg Pillow Type PP Woven bag with BOPP Lamination & Secondary packing in 50 kg PP Bags at APSCSCL Packing Unit locations in all the District of State of Andhra Pradesh.
Packing location	As per Annexure-I
Pack size	25 Kg & 3 Kg
EMD	2.5% on quoted value
EMD	Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit EMD with the NCDEX e-Markets Ltd into the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer on or before e-Auction Date. 2.5% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit
Transaction Fee (Non-Refundable)	Transaction fee: In lieu of services provided for the e-auction, NeML will charge service fees at the rate of 0.25% plus GST only from the Successful bidders. Subsequently, the transaction charges shall not undergo any change based on the purchase or sale undertaken by parties outside the NeML platform
Contract period	6 Months i.e., from 11.10.2025 to 31.03.2026
Bid Document Downloading Start Date	DDMMYYYY
Bid Downloading End Date & submission of technical documents	DDMMYYYY, up to 5.00pm
e-reverse auction date	DD/MM/YYYY
Submission of Performance Bank Guarantee	3 bank working days from the date of award of contract in favor of successful bidder (Amount equivalent to 7.5% of the value of the order, obtained from Nationalized Bank only within 3 (Three) working days from the date of receipt of Letter of Acceptance)
Due date for completion of Work of packing	7days from date of movement order of DCSM for 2 Months
Payment time lines for delivery	Within 30 days from the date of Submission of Bills complete in all respect.
Bidding parameter payment	- Price bid shall be quoted in INR (Rs.) per quintal for scanning of QR Code tagged to the 50 kg bag, de-stacking of 50kg bag and Packing in 25 Kg PP Bag duly tagging and scanning of the QR Code zip tag to each 25kg bag and stacking (APSCSCL will supply 25kg PP Bag for packing) (Please refer the Scope of Work for complete activities to be undertaken by the Successful Bidder) inclusive of all taxes & duties, levies, and applicable GST if any. - Price bid shall be quoted in INR (Rs.) per quintal for de-stacking of 50kg bag, Packing in 3Kg packet form with secondary packaging

	in 50 KG PP Bag (Including the Packing Material of 3 kg Pillow Type PP Woven bag with BOPP Lamination & Secondary packing in 50 kg PP Bags) inclusive of all taxes & duties, levies, and applicable GST if any.
Bid Validity	90 Working Days from date of Opening of Finance bids
Tender Inviting Opening Authority	Joint Collector & EOED, AP State Civil Supplies Corporation Limited.
Address	District Office : <u>Parvathipuram</u> APSCSCL. <u>RDO office compound</u> Head Office: 10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada-520007.
Contact Details Telephone, E-Mail ID	District Civil Supplies Manager: <u>Parvathipuram 7702003551</u> e-mail ID : <u>_____@ap.gov.in</u> <u>dcsm.pvpncrym@gmail.com</u>
Procedure Submission for Bid	The completed applications, along with relevant technical documents and proof of payment of fee particulars/registration charges, all of which must be self-attested and signed by an authorized person, shall be submitted as scanned copies on or before DDMMYYYY by 5:00 PM to the following email address <u>apreg@nemi.in</u>. The new bidder can register in to generate User Id and Password in following link : https://tradereg.nemi.in/SpotLite/ The bidder would be required to register on the NCDEX e-Markets Limited market place https://tradereg.nemi.in/SpotLite/ and submit their bids online in www.trade.nemi.in . No offline bids shall be entertained by the Tender Inviting Authority for the tenders published in NeML platform Registration with NeML platform: Deactivation of Bidders: The bidders found defaulting in submission of eligible documents online on or before DDMMYYYY at 5.00P.M will not be accepted by the NeML platform Tender Document: The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification for any doubt from the Tender Inviting Authority. Any offline submission of the tender document shall not be considered. The bidder has to keep track of any changes by viewing the addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the NCDEX e-Markets Limited platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this. NCDEX e Markets Ltd, after scrutinizing the applications for registration, will enroll the applicants on the auction platform subject to the eligibility criteria prescribed by the Department. For the purpose of the e-auction(s), registered participants will be allotted a user ID and password by NCDEX e Markets Ltd. to participate in the e-auction. Those who are already registered with NeML must submit all documents as specified in this tender document.
General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by _____e-mail: <u>pdsho.apscsc@ap.gov.in</u>

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Sd/-
JOINT COLLECTOR & EOED,

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28/9/25
DCSH

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28/9/25

INTRODUCTION :

The A P State Civil Supplies Corporation Limited (APSCSCL) has invited e-auction for Empanelment of Agency for Packing of Rice in 25kg PP Bags for distribution under MDM and Hostels & 3 kg Pillow Type PP Woven bag with BOPP Lamination & Secondary packing in 50 kg PP Bags for THR under ICDS program throughout the state. APSCSCL shall follow district wise online e-auction mode and has entrusted the same to NCDEX e-Markets Ltd. for conducting electronic reverse auction for Packing of Rice at designated godowns with Pre-installed machineries by APSCSCL / Manual Mode by the selected agency.

1. SCOPE OF WORK:**A) Packing of Fine Rice in 25 Kg PP Bags:**

The selected Packing Agencies shall be responsible for carrying out the following activities as part of the rice packing operations in line with the instructions issued by APSCSCL from time to time under the supervision of the concerned District Civil Supplies Manager (DCSM).

1.1 De-stacking of 50kg bags and packing in 25kg bags & Stacking of packed Rice Stocks in Scientific manner.

- The Fine Quality Rice (FQR) stocks will be issued from the designated procuring Buffer Godown(s) / MLS points of APSCSCL.
- Note: There is no fixed packing location. The location may change from time to time depending on logistical, operational, and space constraints. The packing agency shall remain flexible and responsive to such changes.

1.2. Handling of Packing Material

- The 25 Kg PP Bags and QR Code Tag Sheets will be supplied by APSCSCL.
- The packing agency shall ensure the safe custody and proper utilization of all packing materials and avoid any misuse or wastage.
- The packing agency shall procure the following items / material on their own:
 - a) QR Code Scanners (as per specifications prescribed by APSCSCL),
 - b) Industrial Stitching Machines & Weighing scales.
 - c) Required quality stitching threads.

1.3. The packing agency shall perform Scanning, De-bagging, Packing & Stitching:

- Each 50 Kg jute bag of Fine Quality Rice will have a QR Code (tagged/attached/printed/labelled).
- The packing agency shall scan the QR Code on each 50 Kg bag using the approved QR Code Scanners prior to de-bagging.
- After successful scanning, the contents of the 50 Kg jute bag shall be equally divided and packed into two (2) separate 25 Kg PP Bags.
- Each filled 25 Kg PP Bag shall be properly stitched using industrial-grade stitching machines.
- The stitched bags must be tagged/attached/printed/labelled with a new QR

Code, ensuring full traceability of origin and movement as per APSCSCL protocol.

- Shall Position sufficient number of Manpower to complete the targeted quantity well within the stipulated period of time.
- The packing agency shall bear expenditure, if any, for shifting of allocated stocks from one block / compartment to another block / compartment whenever is necessary.
- It is the responsibility of the packing agency to check quality of Rice and infestation before packing. If the agency notices infestation before packing, the agency shall inform concerned DCSM for replacement / re-allocation of stocks.
- If any quality / infestation issues found after packing, the packing agency will be responsible for replacement and re-packing of stocks at their own cost, and penalty will be imposed apart from blacklisting the agency in participation future Govt. tenders for two years.

1.4. Post-Packing Handling & Stacking

- After packing, the 25 Kg bags shall be stacked in a systematic and traceable manner in the designated godown/block.
- In case of space constraints, the packing agency shall coordinate with the concerned DCSM to shift and stack the packed bags in adjacent blocks/godowns.

1.5 Packing Quantity Determination

- The quantity of rice bags to be packed will be determined based on movement orders issued by the DCSM.
- The packing agency shall strictly adhere to the timelines for packing and delivery of rice as per the quantity communicated.

1.6 Records & Returns: Maintain daily registers showing rice received, 25 Kg packets packed and stocks handed over to godown Incharge, and no of empty jute gunnies (of 50 Kg original supply bags) returned to APSCSCL in good condition.

1.7 If the Government scheme is closed or partly revised or modified, due to any decision of State/Central Government or any amendment and the proceedings of distribution is stopped or revised or modified by the APSCSCL then the agreement/contract will automatically come to an end or partly continues for which Packing Agency is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

B) Packing of Rice In 3 Kg BOPP Laminated PP Bags (THR Scheme under ICDS):

The packing agency shall receive rice stocks in 50 Kg jute bags supplied by APSCSCL, unpack them, and repack the rice into 3 Kg BOPP laminated PP woven bags (to be procured by the agency). The packed 3 Kg bags shall be further packed into secondary 50 Kg PP woven bags, with 15 packets in each secondary bag (the secondary bags shall also be procured by the agency). The bidder shall quote the

operational cost per quintal for undertaking the above operations for 3 Kg packing.

- i. **Receipt of Rice in 50 Kg jute bags:** Receive rice in **50 Kg jute bags supplied by APSCSCL** at the designated packing points and handle stocks safely inside the godown/packing premises.
- ii. **Packing into 3 Kg Bags:** Unpack rice from 50 Kg jute bags and repack into **3 Kg BOPP laminated PP woven bags**.
- iii. **Procurement of 3 Kg bags** shall be done by the packing agency at its own cost, with approved designs/logos as prescribed by APSCSCL. Each 3 Kg bag shall be sealed/stitched.
- iv. **Secondary Packing (50 Kg): 15 packets of 3 Kg rice** shall be packed into **one 50 Kg PP woven sack**.
- v. **Procurement of 50 Kg secondary PP bags** shall also be done by the packing agency. Ensure proper stitching of the secondary bags.
- vi. **Stacking :** Stack the finished 50 Kg secondary bags properly in a scientific manner.
- vii. **Records & Returns:** Maintain daily registers showing rice received, 3 Kg packets packed, secondary bags prepared and handed over to godown Incharge, and no of empty jute gunnies (of 50 Kg original supply bags) returned to APSCSCL in good condition.

1.8 In order to facilitate Agency or Packers to participate in NCDEX_e-Markets Limited process, registration with NCDEX e-Markets Ltd. is mandatory.

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

2. ELIGIBILITY / PRE QUALIFICATION CONDITIONS.

- i. Tenderer shall be a firm (or) registered company (or) Cooperative society (or) any legal organization.
- ii. The Agency/Packer shall possess valid GST registration issued by concerned authorities.
- iii. The firm/applicant should not have been Black-listed/convicted for any offence(s) or violation of any State or Central act such as Essential Commodities Act etc or any criminal offence under IPC.
 - a. The Applicant may also be directed to furnish additional information/confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of APSCSCL.
 - b. APSCSCL reserves the right to accept or reject any of the bids without assigning any reasons whatsoever. The decision of Joint Collector & EOED, APSCSCL in this regard shall be final and binding on all participating bidders.
- iv. The Agency/Packer shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to any or all of the above activities.
- v. The Agency/Packer shall undertake to abide by the statutory requirements and guidelines of the Indian Government from time to time.
- vi. Tenderers those are blacklisted/debarred/Banned/Suspended by

APSCSCL/ Legal Metrology Dept./by any other Dept of AP State is ineligible to participate in the tenders during the period of such debarment or for a period of two years from the date of debarment, whichever is earlier.

- vii. If any person/Firm/Company who has been blacklisted files a Tender in a benami name his tender stands summarily rejected apart from forfeiture of EMD furnished. If it comes to notice after award of contract also, the contract will be cancelled and the agency will be black-listed for a period of two years apart from forfeiture of EMD/Security Deposit. In such cases, the tender may be awarded to the L2 tenderer at L1 rate if the L2 tenderer is willing. Else, the APSCSCL can undertake departmental packing at approved L1 Rate only.
- viii. Any Tenderer whose contract with the APSCSCL or any other Govt./Private organization has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last two years, will be ineligible.

3 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR PARTICIPATION.

- I. The Tenderer shall submit attested copy of Audited Profit & Loss Account, Balance Sheet and the Income Tax returns of last Three Financial Years (2021-22, 2022-23, 2023-24) with a copy of a PAN card attested by authorized signatory.
- II. Self-Attested copy of Certificate of registration under GST (Goods and Service Tax) as applicable.
- III. An affidavit on Rs 100 non-judicial stamp paper duly Notarized, regarding
 - a. Not having been prosecuted for violation of rules/law under Essential Commodities Act or any such others law or orders there under in any court of law.
 - b. Not having been blacklisted by any organization or Government for non-performance of contractual obligation.
- IV. In case of partnership firm or Co-operative or Corporate, the Agency/Packer should furnish a copy of the partnership deed or bylaw or Memorandum of Association & Articles of Association as the case may be.
- V. The Tenderer shall have Annual Average Turnover **of Rs. 10 Lakh** for the last three financial years and the same shall be certified by Chartered Accountant.
- VI. The Tenderer shall furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or body corporate.
- VII. 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
- VIII. Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm or Cancelled Cheque.

- IX. All the pages of the RFP document shall be signed by tenderer or authorized person before submission of tender. The tender submitted along with confirmation deemed that the tenderer is aware and understood all the terms & conditions of this tender document.
- X. The prospective bidders who have not registered in e-Auctioning shall register through the website <https://tradereg.neml.in/SpotLite/> for participating in Online Auctions. The registration charges will be Rs.5900/- applicable (per year) which needs to be paid through electronic mode only.

NCDEX eMarkets Ltd Bank Account Details

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
Axis Bank	NCDEX eMarkets Ltd	004010202176820	UTIB00000004	Fort, Mumbai
SBI	NCDEX eMarkets Ltd	30760958792	SBIN0011777	Fort, Mumbai

- XI. The application for registration and terms and condition with relevant Annexure can be downloaded from the website www.neml.in/http://www.apscscl.in. Requests for forwarding applications through post/couriers will not be entertained.
- XII. 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 below phone numbers +91 18002101222 / +91 022 61201000 or write to askus@neml.in

4. SCHEDULING OF E-AUCTIONS.

Based on the requirements, the APSCSCL through their Head Office will notify NCDEX eMarkets Ltd to schedule auctions. Further such details will be posted on the website of APSCSCL. Neither the APSCSCL nor NCDEX eMarkets Ltd will individually intimate to the registered participant regarding the e-auction schedule.

5. EVALUATION OF APPLICATION:

- The completed applications along with relevant documents and fee / registration charges shall be submitted on or before **DDMMYYYY, 05:00 PM** at the following mail ID: apreg@neml.in.
- Eligible Participants will be issued with User ID and Password by NCDEX e MARKETS LTD after completion of the registration.
- Registered Participants whose Technical bids are qualified, are eligible to participate in electronic bidding system (e-auction) for packing of Rice conducted by NCDEX e-MARKETS LTD as and when scheduled.

6. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEXe MARKETS LTD PLATFORM.

- The Corporation will conduct financial auction on <https://trade.neml.in> (e-auction platform). The e-auction will be conducted district wise and the details are mentioned in Annexure-I. The system time of NCDEX e

- MARKETS LTD portal will be considered to start and to end the e-auction.
- ii. The technically qualified tenderers are eligible to participate in e-auction.
 - iii. The Corporation organizes the e-reverse auction based on the L1 rate received in the tender.
 - iv. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and NCDEX e MARKETS LTD website.
 - v. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e-Auction through the websites in their own interest, rather than depending on other mode of information sources.
 - vi. The bidder can modify his bid as many number of times as possible till the closing time of e-auction subject to overall reduction in the price. The system time of NCDEX e MARKETS LTD plat form will be considered to start and end the e-auction.
 - vii. However, the auction platform will not allow the bidder to modify his bid to increase the price. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
 - viii. In case of two or more bidders emerge as lowest with identical prices after conclusion of e-auction, bidder who puts in his bid first on e-auction platform gets priority and considered as lowest.
 - ix. **The bids submitted after the closing time of e-auction will be rejected by the system.**
 - x. **Price bid shall be quoted in INR (Rs.) per quintal for Unloading, Loading, Packing in 25 Kg PP Bag & 3 Kg Packing (Please refer the Scope of Work for complete Activities to be done by Successful Bidder) inclusive of all taxes & duties, levies, and applicable GST if any & all related expenses till delivery of Packed Rice into Stage-I transport vehicles as per the movement orders issued.**
 - xi. **A Group Reverse Auction will be conducted for the tentative quantity of District-wise.**
 - xii. The price quote shall be in Rupees per Quintal only for all slabs in the Group.
 - xiii. **The reducing tick size shall be Rs. 5/- (Rupees Five only) per quintal.**
 - xiv. **The price bid for providing rates shall be quoted in Indian Rupees per Quintal. The rate shall be quoted for all the slabs. The L1 bidder will be finalized basing on the weighted average rate quoted for corresponding quantities on the least cost basis. Failure to quote for all the slabs in respect of a Group will result in the rejection of the bid by the online electronic platform.**
 - xv. **The details of the tentative quantity in respect of each slab available for submission of bid rates will be provided. The bidding process for each slab is subject to the following conditions for determining the lowest total cost of all slabs on the electronic auction platform.**
 - xvi. **The bidder can modify their bid rate for each of the slabs in a lead for a particular lot put for e-Auction as many times as possible until the closing time of the e-Auction, subject to an overall reduction in total cost computed by the system for the Group.**

- xvii. **The auction platform will not allow the bidder to modify their bid once submitted to increase the total cost for the lot put for auction. If such modified bids are submitted, they will be rejected, and the earlier valid bid will prevail.**
- xviii. **There will be 3 (Three) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session**
- xix. **The bids submitted after the closing time of e-auction will be rejected by the system.**
- xx. The Bidder Can Utilize the Packing Machinery Installed in APSCSCL Godowns by APSCSCL
- xxi. The lowest valid bid received on the platform will be communicated to the APSCSCL by NCDEX e MARKETS LTD. The APSCSCL 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 through APSCSCL. The Corporation reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.
- xxii. 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 Packing Agency shall result in the forfeiture of the EMD (Margin money).
- xxiii. The Bids of all Bidders who have participated in the e-Auction must remain valid for minimum period of 90 (Ninety) working days from the date of auction or till the tender process is completed, whichever is later.
- xxiv. The results of thee-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-auctions for a period of two years. The decision of the Joint Collector & EOED, APSCSCL in this regard will be final.
- xxv. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by ap NCDEX e-Markets Limited, inter-alia, for the purpose of the e- auction and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the pass word before thee-auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
- xxvi. APSCSCL/NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet

Connectivity, ISP or otherwise or the slowness to access NCDEX e-Markets Limited platform. In case if e-auctions cannot be held on scheduled date due to server problems, the same will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NCDEX e MARKETS LTD site.

xxvii. The Invitation of Bids, the terms and conditions of the auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the tenderer.

xxviii. The successful Tenderer will be intimated the acceptance of his tender by a letter / email. The Corporation reserves the right to reject any or all the tenders without assigning any reason.

xxix. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.

xxx. 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.

xxxi. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

7. EARNEST MONEY:

- i. Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit an amount equivalent to 2.795% of bid_Value with the NCDEX eMarkets Ltd in to the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer on or before e-Auction Starts.
- ii. The successful bidder is to pay transaction charges @ of 0.25% plus GST @18% thereon (i.e. 0.295% of price discovered value). The balance amount equivalent to 2.50% of bid value will be transferred to APSCSCL towards EMD.
- iii. The 2.50% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit.
- iv. The Tenderer shall be permitted to bid on the express condition that in case he modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc besides forfeiture of EMD. He will also be debarred from participating in any other Tender with the Corporation for a period of two years.

- v. Only the EMD (Margin Money) of the lowest bidder would be blocked by NeML. EMD (Margin Money) 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 NCDEX e Markets on the withdrawal request made by the bidder latest by one day from the day of close of e-Auction.

8. PERFORMANCE BANK GUARANTEE :

- i. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Performance Bank Guarantee for an amount equivalent to 7.5% of the value of the order, obtained from any Nationalized Bank only within 3 (Three) working days from the date of receipt of Letter of Acceptance, failing which the EMD will be forfeited besides cancellation of award of tender and blacklisting without any further notice. No correspondence will be entertained in this regard. The Bank Guaranty shall be valid for a period of 8 Months from the Date of Issuance of LOA (i.e., 2 months after expiry of the contract). If the period of contract is extended, it shall be the duty of Supplier to extend the Validity of BG accordingly.
- ii. The EMD already paid will be converted to Security Deposit.
- iii. In the event of failure to submit the Bank Guarantee, after the communication of LoA of the tender by the Corporation within the due date, his contract shall be summarily terminated besides forfeiture of EMD and the Corporation shall proceed for appointment of another Packing Agency.
- 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 two years.
- v. The Performance Bank Guarantee will be returned to the Packing Agency on due satisfactory performance of the contract and on completion of all obligations by the Packing Agency under the terms of the Contract and on submission of '**No dues certificate**', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Packing Agency.
- vi. No interest shall be given on the EMD converted to SD.

9. OTHER TERMS AND CONDITIONS:

- i. The contract period is ordinarily for Six (6) months and the corporation may reduce/extend the same for further period with same rates and terms & conditions based on the requirement and performance of the packaging agency.
- ii. The tenderer is required to understand the nature of work involved in storage & packaging of rice before participating in the bidding.
- iii. The tenderer must also get acquainted with all the terms prescribed under this contract. Once the tender is submitted, the tenderer will be deemed to have complete knowledge on the nature of work and terms of the contract.
- iv. The tenderer and APSCSCL will be bound by the quantity weighments at the weighbridge in the premises of the packaging unit.

- v. The Packing Agency shall be responsible for safe custody of the food grains in the Godown/Packing Unit premises. The responsibility the rice stocks lies with the bidder and the Packing Agency shall be responsible for the maintenance of packing machine in good condition.
- vi. The Agency shall pack rice in pest-free condition and ensure correct weighment as per the rules prescribed in Packing Rules, 2011 and its amendments issued by the Legal Metrology Department, Govt. of Andhra Pradesh.
- vii. The Packing Agency shall maintain proper account, both online and offline, for the food grains received, Packed and Issued and also the Closing Balances on day to day basis.
- viii. The Packing Agency shall supply the commodity with 100% weighment and at the time of testing/inspection, the sample shall pass the tests as required under Rule 19 and 20 of Legal metrology (PC) Rules, 2011, otherwise penalty shall be levied on the Packing Agency at double the economic cost of rice for the shortfall in quantity of rice packed.
- ix. The Corporation will constitute teams and conduct inspections both at the time of supply and distribution to ensure quality and quantity of supplied commodity to the beneficiaries. If any deviations found during the course of inspection, penalty shall be levied on the Packing Agency at double the economic cost of rice for the shortfall in quantity of rice packed.
- x. The corporation reserves the right to depute any of its technical team members for drawing regular samples for ensuring the adherence of the quality specifications. Any deviation in the quality of stocks will be viewed seriously and the contract will be terminated with immediate effect along with forfeiture of Security Deposit besides blacklisting the firm / Agency.
- xi. The responsibility of ensuring the quality of rice stocks at the time of receipt and at the time of dispatch shall lie wholly with the Service Provider only. In case, if the Service Provider resorts to any unfair practices like replacement of the Good Quality Rice, the corporation reserves the right to take criminal action on the Service Provider apart from forfeiting of deposits and black listing.
- xii. The Service Provider has to provide sufficient qualified & experienced personnel at these godown (Packing locations) premises for maintenance and to carry out the operations.
- xiii. The Service Provider is bound to comply with terms and conditions mentioned in the RFP and No requests will be permitted to amend or include any other terms & conditions.
- xiv. The Packaging norms should be in accordance with Legal Metrology (packaged commodities) Rules, 2011 and its amendments from time to time.
- xv. **The Service Provider shall maintain proper account, both online and offline, for empty jute gunnies and handover the same to the Corporation every month in good condition and obtain the Certificate from concerned District Civil Supplies Manager that empty jute gunnies are handed over in good condition. This Certificate is mandatory document during monthly reconciliation of accounts. In case of any shortage of empty gunnies, the cost at double the economic cost will be recovered from the Packing Agency before release of monthly payments.**

- xvi. The Packing Agency shall submit the bills, online and offline, along with the connected documents/orders for receipts and issues of Food_grains every month. The Corporation will reconcile the food_grains packed and release the payment on monthly basis and the transactions will be online only.
- xvii. The Corporation/State Government is authorized for physical verification of the food grains in his custody shall tally with the books at any time. In case of any shortages noticed, the Corporation will recover the amount at double the economic cost of the food_grains.

10. SUBLETTING :

The Packing Agency shall not sublet, transfer, or assign the Contract, or any part thereof.

11. LIABILITY OF PERSONNEL:

- I. All persons employed by the Packing Agency shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the Agency. The Agency shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Agency or not.
- II. Packing Agency shall also comply with all Rules and Regulations/Enactments made by the state Govt. /Central Govt. from time to time pertaining to the Contract including all Labour Laws.
- III. The Corporation reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving Ten_days prior Notice in writing to the Agency at the notified address and the Agency shall not be entitled to any compensation by reason of such termination. The action of the Corporation under this clause shall be final, conclusive and binding on the Packing Agency.

12. LIABILITY OF PACKING AGENCY:

- I. The Agency shall be liable for all costs, damages and additional transportation charges incurred by the Corporation due to the Agency's negligence and unworkman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Agency or his employees. The decision of the VC & Managing Director,

APSCSCL regarding such failure of the Agency and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Agency.

- II. Without prejudice to the generality of the foregoing, in the event of failure/delay of the Agency to provide the packed rice as indented by the Corporation from time to time, the Agency will be made responsible for the damages/losses suffered by the Corporation due to the delay/failure.
- III. In the event of failure/delay on the part of Agency to provide the requisite quantity of packed rice as indented by the Corporation, the Corporation may arrange necessary arrangements from the nearby packing unit for transportation of food grains at the risk and cost of the Agency.
- IV. The Agency shall take reasonable precautions to avoid wetting/damage/loss/infestation of food grains during his custody. In the event of failure, the Agency shall be responsible for the losses suffered by the Corporation and recover the cost of rice at double the economic cost.
- V. In respect of any shortage or loss other than allowable limit, the Agency is liable to pay to the Corporation Liquidated Damages at double the Economic Cost, as applicable from time to time, for all food grain/gunnies and other essential commodities.

13. SAFETY OF GOODS:

- I. The Packing Agency shall be responsible for the safety of the Packing Machine and food grains kept under his custody. The Packing Agency shall be responsible for both the quantity and quality of the food grains as taken delivery by him. The Packing Agency shall be responsible for all the losses over and above permissible limits, during custody and packing of rice. The value of such losses shall be recovered from packing bill at the economic cost of food grains.
- II. The Packing Agency shall be responsible for the safety of the Packing Machine handed over to him. Any damage occurred due to poor handling and non-maintenance of the machine, such damages will be recovered from the Packing Agency.
- III. Any tampering with the quality of food grains as taken delivery by the Packing Agency, the Corporation shall have absolute right to terminate the contract forth with and forfeiture of the Security Deposit.

14. PACKING OF RICE:

- i. The packing location may change depending on space and logistics, so the agency must remain flexible.
- ii. APSCSCL will provide 25 Kg PP bags and QR Code tag sheets for packing purposes.
- iii. The agency is responsible for safely storing and properly using the packing materials without any misuse or wastage.
- iv. The agency must arrange its own QR code scanners (as per APSCSCL guidelines), industrial stitching machines, and quality stitching thread.
- v. Before unpacking, the QR code on each 50 Kg jute bag must be scanned using the approved scanner.
- vi. Each 50 Kg bag should be split into two 25 Kg PP bags after scanning. The 25 Kg bags must be stitched properly and labeled with new QR codes for

- full traceability.
- vii. Post packing, the bags must be stacked systematically and in an organized way at the designated godown or block.
- viii. If there is not enough space in the existing location, the agency should work with the DCSM to move and stack bags in nearby locations, no extra charge will be paid for that.
- ix. The total quantity of rice to be packed will be based on movement orders issued by the DCSM. The agency must follow the timeline given for packing.

14A. PACKING AND DELIVERY OF RICE (3 Kg ICDS-THR Scheme)

- i. Packing locations may change depending on logistics and space, and the agency shall remain flexible to such changes.
- ii. The agency shall procure at its own cost:
 - o 3 Kg BOPP laminated PP woven bags with designs/logos approved by APSCSCL,
 - o 50 Kg secondary PP woven sacks for secondary packing,
 - o Stitching machines, sealing equipment, and quality threads.
- iii. Each 50 Kg jute bag shall be unpacked and repacked into 3 Kg BOPP laminated PP woven bags. Each 3 Kg bag shall be sealed/stitched properly with approved packaging material.
- iv. Secondary Packing: Fifteen (15) x 3 Kg bags shall be packed into one 50 Kg PP woven sack. The secondary sacks shall be stitched properly and stacked systematically for further movement.
- v. All empty 50 Kg jute gunnies received from APSCSCL shall be returned in good condition after packing.
- vi. The quantity of rice to be packed shall be as per the orders issued by the DCSM. The agency must complete the packing within the timelines communicated.
- vii. After packing, the agency shall arrange stacking of secondary 50 Kg bags in an organized manner within the packing premises or designated godown blocks.

15. ORDER OF SUPPLIES :

- i. The successful bidders/Packing agencies who qualify in e-auction for each District will be issued with Work order by Joint Collector & EOED, APSCSCL. The Work order will be issued only when the Performance Bank Guarantee

- Submitted within the prescribed time period of Three (03) working days to APSCSCL.
- ii. The APSCSCL **does not guarantee any quantum of work**. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified Packing Agency is bound to Pack the ordered quantity.
 - iii. **The Work order will be issued initially for a period of (2) months allotment only. Upon completion of the requisite quantity, Work order will be issued basing on the requirement of the districts only. The action of the Corporation in this regard is final and binding on the Packing Agency and cannot be called into question.**
 - iv. The Packing Agency shall arrange to pack the required quantity as per the Work order issued by APSCSCL. The APSCSCL at its sole discretion may place Work orders by FAX/LETTER/E-MAIL, pending execution of agreement. The successful Packer is bound to honor such Supply order and shall arrange to Packing of Rice requisite quantity of stocks in the designated Packing Unit Locations. The Packing of consignment ordered shall be delivered in accordance with the Work order, and **7 days time will be given to deliver packed** Rice ordered for delivery.
 - v. In cases of urgency, Packer may be requested to deliver the consignment on priority basis reducing the delivery time to Five (5) days. Packers are bound to adhere to such delivery schedules without fail.
 - vi. Violation of any of the Clause/Clauses of the Tender document shall be deemed as violation of Terms and Conditions.
 - vii. Security Deposit / Bank guarantee furnished by the qualified Packer will be returned by the APSCSCL on completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract.
 - viii. **Non acceptance of Work order / acceptance of bid within 3 working days** of declaration of e-auction results will amount to forfeiture of EMD (Margin money) deposited and may face blacklisting from participating in the subsequent Tenders / e-auctions called by APSCSCL for a period of two years as per the discretion of Joint Collector & EOED, APSCSCL.
 - ix. Default in Packing either wholly or partly on account of quality or quantity of rice and bags or delay in packing will result in forfeiture of Security deposit (margin money) apart from blacklisting from participating in the subsequent e-auctions for a period of two years as per the discretion of Joint Collector & EOED,.

16. DELIVERY

- i. Successful Bidder who qualify in the e- auction shall Pack agreed quantity of the Rice in 25 Kg & 3 Kg Packing for which they are chosen to be the Bidder, against the Work order issued by the APSCSCL.
- ii. The Packing Agency shall ensure that Packing of the ordered quantity as mentioned in the Work order be delivered/Handover in accordance with the time schedule given in the Work order.

- iii. The successful Packing Agency should take adequate precautions to prevent damage to the stock, as the case may be, during Packing.
- iv. In case of any embezzlement / loss of stocks etc. APSCSCL shall be at liberty to launch criminal proceedings against the successful bidder for recovery of dues. Besides forfeiture of Security deposit / bank guarantee APSCSCL may initiate other legal remedies against the successful bidder in accordance with law.

17. DOCUMENTS TO BE SUBMITTED BY PACKING AGENCYS FOR PAYMENT:

- i. The Packing Agency shall pack and supply food grains with good quality and quantity as entrusted by Corporation from time to time as per the movement orders issued by the District Civil Supplies Manager. The Packing Agency shall submit the bills for the quantities packed and delivered to the Corporation every month.
- ii. The Corporation will make payments of bills claimed under this contract on monthly basis subject to reconciliation of stocks supplied and packed every month including Gunny. The Packing Agency shall submit all the acknowledgements for receipts and issue of food grains. In case, the Corporations find the bills in_order, payment to the tenderer will be done within 30 days from the date of closure of reconciliation.
- iii. Claims should be preferred monthly along with truck chits/acknowledgments in full shape, failing which claim will be rejected. Packing Agency is personally held responsible for any delay in settlement of such bills and the Corporation will not make any compensation or interest on such bills.
- iv. In case of any delay in packing of food-grains as per the instructions received from District Civil Supplies Manager, the Corporation is having right to pack from adjacent packing unit and the additional cost incurred in this regard will be recovered from the Packing Agency.
- v. Applicable Statutory deductions like Service Tax, TDS (Income Tax) etc. will be deducted from the payments to the Packing Agency as per rules in force.
- vi. The Corporation will not make any payment of interest on outstanding bills at any time.
- vii. **The payment will be made only for net weight of 25 kg & 3 kg rice packed (As mentioned in Scope of Work) and delivered to MLS Points only.**
- viii. The Packing Agency shall claim his/her/their bills every month regularly along with the receipts. The packing bills should be preferred within one month from the date of completion of movement, failing which the bills are treated as time barred.

18. PENALTY CLAUSE & CANCELLATION OF CONTRACT:

The tenderer is responsible for timely packing and delivery of the rice in the pre-packed form as per the indents/Work/Movement Orders received from the Corporation. In case of delay in the supplies as per the indents received, an amount of Rs. 250/- per Mt. per day shall be recovered as penalty and the same will be recovered from the bills payable in the event of repetition of the same

default, the contract/agreement will be liable for cancellation/termination apart from recovery of expenditure incurred by APSCSCL in making alternate arrangements from the Security Deposit and pending bills besides blacklisting the Packing Agency/firm. The action of the Corporation in this regard is final and binding on the Packing Agency and it cannot be called into question.

19. VALIDITY OF BIDS :

The bids will be valid for a maximum period of **Ninety (90) Working days** from the date of conclusion of e-auction. APSCCL will communicate the acceptance or rejection of the bids within the above time frame.

20. FORCE MAJEURE :

The terms and conditions here of shall be subject to force majeure. Neither the Corporation nor the Tenderer shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law-and-Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The Tenderer shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Corporation/Rice miller for each consignment/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the Tenderer pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the manufacturer do not amount to force majeure, then Tenderer shall not be entitled to plead the same and or claim any relief under this clause.

21. DISPUTE RESOLUTION

- i. In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to VC & MD, APSCSCL.
- ii. In case, if disputes are not resolved then they may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to under this Tender, including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in where Head Office of APSCSCL is situated and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
- iv. The Packing Agency shall prefer a demand, if any, in writing to the VC & MD for arbitration in respect of any claim under this Tender document within three months from the date of termination or completion of the

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- agreement/contract, 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 Tender document in respect of such demand.
- v. On receipt of a demand from the Packing Agency within the prescribed time, disputes and differences arising out of or in any way touching or concerning this document except such matters, the decision of which is expressly provided for in the Tender document 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.

22. MISCELLANEOUS

- i) **NOTICE:**
Any notice, request, demand, consent, approval or other communication required or permitted under this Tender shall be in writing and shall be deemed to have been given (i) up on actual delivery, if delivery is in person, (ii) up on receipt if delivery is by tele copier, "or" on the third business day following delivery to any internationally recognized overnight delivery service, or (iv) seven (7) days after it is deposited in the India postal services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective Parties at the address first indicated herein.
- ii) **SUCCESSORS AND ASSIGNS:**
This Tender document shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- iii) **WAIVER:**
No waiver of any term, provision or condition of this Tender document shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of the document, unless specifically so stated in such written waiver.
- iv) **COMPLIANCE WITH DIRECTIONS:**
The Tenderer shall comply with the directions issued from time-to-time by the Joint Collector & EOED, APSCSCL while discharging the duties under this document.
- v) **VOLUME OF WORK:**
No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this tender document, 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.
- vi) **LIABILITY FOR PERSONNEL:-**
All persons employed by the successful tenderer shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the successful tenderer. The successful tenderer shall be bound to indemnify the Corporation against all

the claims what so ever in respect of its personnel under the Workmen's Compensation Act, 1923, or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the successful tenderer or unsuccessful tenderer shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws etc.

vi) CORRUPT PRACTICES:

Any bribe, commission, or advantage offered or promised by or on behalf of the tenderer to any officer or official of the Corporation will (in addition to criminal liability which the tenderer may incur) terminate this contract. Canvassing on the part of, or on behalf of, the tenderer will also make his contract liable for termination.

vii) SUBLETTING:

The successful tenderer shall not sublet, transfer, or assign the Contract, or any part thereof.

viii) OBSERVANCE OF LAW:

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

ix) INTERPRETATION:

In case of any ambiguity or dispute regarding interpretation of any clause(s) of this tender document, VC & MD, APSCSCLs interpretation will be treated as final and binding.

x) FORGERY OF SIGNATURES:

The tenderer or his/her/their representative shall obtain the acknowledgements from the recipient of stocks and the same should tally with the specimen signatures available with the DCSMs. If it is found that the signature is forged or signed by some other persons as of the Tenderer/representative, the contract is liable for cancellation apart from recovery of damages from the security deposit.

23. EXTENSION OF CONTRACT PERIOD:

The contract can be extended by the VC&MD, APSCSCL at his/her sole discretion on the same rates, terms and conditions for a further period as determined by her/him keeping in view of public interest. The e-tender of the APSCSCL in extending the contract shall be final and binding on the tenderer and shall not be called in question.

24. INDEMNITY CLAUSE

The Tenderer shall defend, indemnify and hold APSCSCL harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Tenderer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

25. NCDEX e MARKETS LIMITED (NEML) DISCLAIMER:-

- i. NCDEX e Markets Limited (NeML) is involved only in price discovery of the transaction for the goods or services and not involved in post-auction activities such as ensuring timely deposit of transaction value by winning bidder(s), generation of DO (delivery order), sending winner intimation mail to bidders etc.
- ii. NeML shall undertake Pre-auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by auction initiator, etc.
- iii. NeML shall collect Earnest Money Deposit (EMD) to protect the price discovery of the transaction so that only credential bidders will participate and the EMD includes Transaction charges plus GST of NeML. The EMD shall be transferred to auction initiator, either buyer or seller, after deduction Transaction charges (TC) plus GST on and is not part of the total consideration as the buyer is directly making payment to the seller outside the portal/platform of NeML.
- iv. In lieu of services provided for e-auction, NeML will charge service charges @ 0.25% plus 18 % GST on Price Discovered Value on Reverse Auction. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside NeML platform.
- v. The price discovered through NeML e-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer and seller to accept the price or directly negotiate with counterparty.
- vi. It is understood between the parties that the actual transaction of purchase/sale takes place between the parties outside the electronic portal of NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction.
- vii. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities for which the e-auction is conducted.
- viii. Payments for the transaction is carried out between the buyer and seller outside the NeML electronic portal and EMD taken by NeML is to protect the price discovery of the transaction so that only genuine bidders shall participate. NeML shall not have any information on the quantum and schedule of payment as the same is done directly between buyer and seller without any recourse to NeML.
- ix. The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.
- x. Further NeML is acting only as a price discovery service provider for this e-auction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequently to this e-auction.
- xi. NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML. NeML shall not be responsible for any damages, losses liability etc arising out of this e-auction. NeML will not be held responsible for consequential damages, including but not limited to systems

problems, inability to use the system, loss of electronic information etc.

- xii. Any bid placed using the bidder's user Id 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(s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the user name and the password before the e-auction(s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- xiii. 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 NCDEX e Markets Platform <https://trade.neml.in>. In case the e-auction is not concluded /completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with APSCSCL, reschedule the e-auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.

26. JURISDICTION

All Civil suits arising by this agreement should be subject to the jurisdiction of the City Civil Court, Vijayawada only. We have carefully and fully go through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 26 of the above Tender document.

Signature of the applicant

Name:

Seal

Date:

Place:

Sd/-
JOINT COLLECTOR & EOED.

Handwritten signature
DCSH

Handwritten signature